

AGREEMENT

Between

UNITED ASSOCIATION
OF THE
PLUMBING AND PIPE - FITTING INDUSTRY
UNITED STATES AND CANADA,
LOCAL #360

- AND -

THE GREAT SOUTH - WESTERN
ILLINOIS ASSOCIATION
PLUMBING - HEATING - COOLING-
MECHANICAL CONTRACTORS

EFFECTIVE DATE: JULY 1, 2003

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AGREEMENT

THIS AGREEMENT made and entered into this 10th day of July, 2003, A.D., and retroactive to July 1, 2003 A.D., by and between The Great South-Western Illinois Association Plumbing - Heating - Cooling - Mechanical Contractors, operating within the territorial jurisdiction of The Plumbers and Gasfitters Local #360 of East St. Louis, Illinois, and Individual Contractors who are signers hereto, hereinafter designated as the Employer, and Local #360 of Plumbers and Gasfitters Local of East St. Louis, Illinois, and vicinity of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, herein after designated as the Union.

Local Union #360 jurisdiction covers parts of Counties listed herein; St. Clair, Madison, Monroe, Randolph, and Clinton, with headquarters in Collinsville, Illinois.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and other working conditions for all employee Plumbers and Apprentices in its employ.

ARTICLE 2 UNION SECURITY

All present employees of the Employer who are members of the Union as of the date of execution of the Agreement shall maintain their membership in the Union in good standing, subject to the limitation contained in the provisions to Section 8 (a) (3) and Section 8 (b) (2) of the Labor Management Relations Act (1947), as amended, as a condition of continued employment during the term of this Agreement. All other present employees hired after the execution date of this Agreement shall acquire membership in the Union, subject to the time limitation and membership in good standing during the term of this Agreement as a condition of continued employment.

Upon written notice from the Union advising that an employee has failed to maintain membership in the Union in good standing as qualified above, by payment of initiation fees and/or Union Dues as required, the Employer shall forewith discharge the offending employees.

ARTICLE 3
REFERRAL OF APPLICANTS

In order that the Employer shall have a competent working force and to promote efficiency and safety of operation, the Employer and Union agree that:

SECTION 1: The Employer shall request the Union to refer applicants for all classifications of work covered by this Agreement and for all work within the jurisdiction of the Union and the Employer shall not in any manner circumvent the Union by recruiting applicants for its projects from any other source. The Employer shall have the right to accept or reject, employ or not to employ any applicant referred by the Union for good cause.

SECTION 2: The Union will accept applicants for referral on the first work day of each week between the hours of 8:00 am and 12:00 noon. Applicants shall complete the referral application required by the Union and registration shall be valid for a period of one week. To be eligible for referral, an applicant must renew his referral application by giving notification to the Union of intent for renewal on the first work day of each week. The Union will not discriminate in making referral for employment against any person by reason of race, color, creed, sex, national origin, age, or membership or non-membership in the Union.

SECTION 3: Each applicant for employment shall be required to furnish such data, records, names of employers, and licenses as are deemed necessary and each applicant shall complete the required registration form. Applicants shall also set forth in their application for referral any special skills they may possess. Applicants may register for employment as Journeymen Plumbers or Journeymen Pipefitters.

SECTION 4: Applicants for referral will be referred on the basis of the following priority groups and each applicant for referral shall be registered in the highest priority group for which he qualifies.

GROUP 1: All applicants for referral who have worked within the territorial jurisdiction of the Local Union as Journeymen under the collective bargaining agreements with employers party to this Agreement for more than five (5) years prior to the effective date of this Agreement.

GROUP 2: All applicants for referral who have worked within the territorial jurisdiction of the Local Union as Journeymen under collective bargaining agreements with employers party to this Agreement for one (1) year but less than five (5) years prior to the effective date of this Agreement.

GROUP 3: All applicants for referral who have worked within the territorial jurisdiction of the Local Union as Journeymen under collective bargaining agreements with employers party to this Agreement for less than one (1) year prior to the effective date of this Agreement.

SECTION 5: All applicants in Group 1 shall be entitled to referral subject to availability and

ability to perform work required by the Employer. All applicants for referral in Group 1 shall be entitled to priority or referral over applicants in Group 2 and Group 3. Applicants in Group 2 shall be similarly referred and have priority or referral over applicants in Group 3. Layoffs due to lack of work shall be in the inverse order of referral Groups, with Group 3 laid off first, then 2, then 1.

SECTION 6: Request by a contractor for particular employees by name previously employed by him but who had been laid off or terminated by the contractor within sixty (60) days prior to the request, shall be given consideration by the Union in making referral.

SECTION 7: Bona fide requests by contractors for employees with special skills and abilities will be given consideration by the Union and may be referred without regard to the place on the referral list.

SECTION 8: In addition to the above rules, an employer may require an applicant for employment to submit to a drug and/or alcohol abuse test. Any person having been referred who fails the drug test or refuses to submit to the drug test will be placed at the bottom of the referral register and shall be required to submit proof that the applicant is now eligible for referral by being able to successfully pass such a test. Such proof shall be in the form of a certification from a recognized laboratory that the individual has been tested for drugs and/or alcohol, and that the test was negative. Such proof shall be at the cost of the applicant for referral. The applicant shall not be referred until such proof is obtained. Further, applicants for referral, the Union and the Employer are bound by the rules and regulations established by the Great South-Western Substance Abuse Policy Trust relating to drug and alcohol testing.

SECTION 9: The Union undertakes no obligation to search for, or by any means locate, an applicant who is not available when referrals are made pursuant to request of an Employer.

SECTION 10: Apprentices shall be referred and employed in accordance with the Joint Apprenticeship Training Program provided for in other provisions of this Agreement.

SECTION 11: A copy of the referral sheet of the employee being referred will be submitted to the employing Employer.

ARTICLE 4
HOURS OF WORK

SECTION 1: The regular work week shall be Monday through Friday, inclusive. The regular work day shall consist of eight (8) consecutive hours per day starting at 8:00 am with one-half (2) hour unpaid lunch hour to be four (4) hours after the established starting time. However, when all crafts on the job are using a flexible starting time, the employer may also use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. Monday thru Friday with a consistent starting time. This must be approved by the Business Manager.

SECTION 2: Employees shall not report at shop or on jobsite 15 minutes prior to the appropriate starting time or after the designated quitting time. The employee also must not leave the shop before the appropriate starting time and must remain on job until quitting time.

SECTION 3: Employees who report for work at their established starting time and who begin work shall be paid not less than four (4) hours starting time pay (morning or afternoon) even if weather conditions or other deterrent shall preclude four (4) hours of actual work. After the lunch break and work is resumed, the employee(s) shall be paid not less than four (4) hours even if weather conditions or other deterrent shall preclude four (4) hours of actual work. This provision shall not apply when employee(s) quit work or voluntarily leave the job.

SECTION 4: If the employing contractor wishes to utilize four ten-hour workdays (4-10s), the following procedures must be followed:

1. All crafts must work the same schedule.
2. All employees on project must work same schedule
3. Start time may only be from 6:00 a.m. to 8:00 a.m.
4. Workdays must be four consecutive days containing 10 consecutive hours
5. Must be worked in weekly increments
6. Must be addressed in a Pre-Job
7. Must be approved by the Business Manager

ARTICLE 5
TRANSPORTATION

Employer shall furnish all transportation to and from all jobs within the jurisdiction of the Union after employee has made initial appearance at shop or jobsite. No employee shall be required to use his or her personal vehicle for any reason related to the job.

ARTICLE 6
OUT OF TOWN PROJECTS

SECTION 1: On work performed outside the jurisdiction of the Union, the Employer agrees to furnish transportation, board, and all other necessary expenses to employees. When employees are required to perform work outside the jurisdiction of the Union where a higher wage prevails, employees shall be paid the higher rates.

SECTION 2: On out of town projects, the Employer agrees to employ at least one employee from within the Bargaining Unit represented by the Union to superintend the work performed. Said employee or employees for the performance of duties shall receive the rate of pay set forth in this Agreement or the prevailing wage in the area in which the work is being performed, whichever is higher.

ARTICLE 7
OVERTIME AND HOLIDAYS

The overtime rate is one and one-half (1 2) times the regular hourly rate for all hours in excess of eight (8) hours per day, forty (40) hours per week and all work on Saturday and shall be paid in 2 (one half) hour increments. All work on Sundays and holidays shall be two (2) times the regular hourly rate of pay. There shall be a minimum of two (2) hours pay at the appropriate rate on overtime call outs.

After two (2) hours of overtime before regular start, meal period provided with no pay, up to four (4) hours after with meal period will be provided with pay.

After two (2) hours of overtime after regular work day, meal period will be provided with pay and this shall be repeated every four (4) hours.

Meal period shall consist of one half (2) of one (1) hour.

HOLIDAYS

New Year=s Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

Holidays occurring on Saturday, holiday will be observed on same, when holiday occurs on Sunday, will be observed on the following Monday. No work shall be performed on Labor Day except in cases where life or property is endangered.

SHIFT WORK CLAUSE

Upon special request of the Employer, any work that cannot be performed during regular hours, 8:00 am to 4:30 pm, due to a conflict with business conditions of the owner, such as a retail business, wherein workmen would disrupt or deter operations of the owner, special consideration will be given on any project that will encompass more than a weeks duration.

FIRST SHIFT: From 4:30 pm to 12:30 am - seven (7) and one half (2) hours work for eight (8) hours pay plus \$0.50 premium.

SECOND SHIFT: From 12:30 am to 8:00 am - seven (7) hours work for eight (8) hours pay plus \$1.00 premium. Any and all hours worked after the appropriate shift will be paid at time and one-half of applicable rate, except for Sundays and holidays which shall be double the applicable rate. All work less than one (1) week in duration shall be paid at the overtime rate for all hours worked before and after normal work day as set forth in Article 4, Section 1.

ARTICLE 8

JOURNEYMAN WAGE SCALE

SECTION 1: Wages of Journeymen shall not be less than:

Effective July 1, 2003.	\$28.70
Effective July 1, 2004	\$29.20
Effective July 1, 2005	See Section 3

SECTION 2: Summary of Wage Scale with Fringe Package:

Effective July 1, 2003 to June 30, 2004

Wages for Journeyman	\$28.70
Health and Welfare	\$4.30
Pension	\$4.20
Industry Advancement Fund	\$0.60
Total Package	\$37.80

SECTION 3: Wages and Fringes to be Effective July 1, 2004 and July 1, 2005:

The parties agree that for the second and third years of this Agreement, additional amount of \$1.25 (one dollar and twenty-five cents) and \$1.00 (one dollar) respectively, shall be allocated, at the discretion of the Union, among wages and fringe benefits. As of July 1, 2004, the total package shall be \$39.05. As of July 1, 2005, the total package shall be \$40.05.

SUMMARY OF WAGE SCALE WITH FRINGE PACKAGE

	<u>WAGE SCALE</u>	<u>HEALTH WELFARE</u>	<u>PENSION</u>	<u>INDUSTRY ADVANCEMENT</u>	<u>TOTAL PACKAGE</u>
July 2003	\$28.70	\$4.30	\$4.20	\$0.60	\$37.80
July 2004	\$29.20	\$4.55	\$4.70	\$0.60	\$39.05
July 2005	(Additional \$1.00 to be allocated to wages and/or benefits)				\$40.05

ARTICLE 9

FOREMAN

The first **or last** employee on a multi-employee job shall be designated a Foreman@. The Foreman shall receive in addition to the Journeyman rate, compensation for directing employees **(all crafts)** as follows:

A: One (1) employee through six (6) = \$2.50 with the following qualifications: CPR-First Aid training, 30-hour OSHA course, and four (4) hours of continuing education annually.

B: Seven (7) employees or more = \$3.50. When a job has seven (7) employees or more, the first a foreman@ shall be designated a General Foreman@ and a Foreman@. A Foreman shall be designated for every additional six (6) employees. Only the General Foreman shall receive the top Foreman=s pay rate (\$3.50); subsequent Foremen shall receive \$2.50 per hour in addition to the Journeyman rate.

C. From 07/01/2003 through 06/30/2006, current foreman as of 07/01/2003 will be grandfathered. The Foreman will be paid \$1.25 unless they meet qualifications established in paragraph A then their pay rate is \$2.50.

D. On water main and ductile iron gravity, the foreman shall receive premium pay of \$2.50 per hour until the employees number seven (7). On crews of seven (7) or more, the foreman premium pay is \$3.50 per hour.

A Foreman shall not supervise more than one job at the same time nor work more than one job at the same time.

Foremen must be members of Local Union 360 and shall receive the maximum Foreman rate beginning the first day on the job.

ARTICLE 10

APPRENTICE WAGE SCALE

July 1, 2003 through June 30, 2004

Months	Status	Wage	Health Welfare	Pension Benefit	Industry Advancement	Total Package	Vacation Plan Deduction	Working Dues
0-6	40%	\$11.48	\$4.30	\$0.00	\$0.60	\$16.38	\$0.60	\$0.38
7-12	45%	\$12.92	\$4.30	\$0.00	\$0.60	\$17.82	\$0.68	\$0.42
13-18	50%	\$14.35	\$4.30	\$0.00	\$0.60	\$19.25	\$0.75	\$0.48
19-24	55%	\$15.79	\$4.30	\$4.20	\$0.60	\$24.89	\$0.83	\$0.61
25-30	60%	\$17.22	\$4.30	\$4.20	\$0.60	\$26.32	\$0.90	\$0.65
31-36	65%	\$18.66	\$4.30	\$4.20	\$0.60	\$27.76	\$0.98	\$0.69
37-42	70%	\$20.09	\$4.30	\$4.20	\$0.60	\$29.19	\$1.05	\$0.73
43-48	75%	\$21.53	\$4.30	\$4.20	\$0.60	\$30.63	\$1.13	\$0.76
49-54	80%	\$22.96	\$4.30	\$4.20	\$0.60	\$32.06	\$1.20	\$0.80
55-60	85%	\$24.40	\$4.30	\$4.20	\$0.60	\$33.50	\$1.28	\$0.84
Journeyman		\$28.70	\$4.30	\$4.20	\$0.60	\$37.80	\$1.50	\$0.95

APPRENTICE WAGE SCALE

July 1, 2004 through June 30, 2005

Months	Status	Wage	Health Welfare	Pension Benefit	Industry Advancement	Total Package	Vacation Plan Deduction	Working Dues
0-6	40%	\$11.68	\$4.55	\$0.00	\$0.60	\$16.83	\$0.60	\$0.38
7-12	45%	\$13.14	\$4.55	\$0.00	\$0.60	\$18.29	\$0.68	\$0.42
13-18	50%	\$14.60	\$4.55	\$0.00	\$0.60	\$19.75	\$0.75	\$0.48
19-24	55%	\$16.06	\$4.55	\$4.70	\$0.60	\$25.91	\$0.83	\$0.61
25-30	60%	\$17.52	\$4.55	\$4.70	\$0.60	\$27.37	\$0.90	\$0.65
31-36	65%	\$18.98	\$4.55	\$4.70	\$0.60	\$28.83	\$0.98	\$0.69
37-42	70%	\$20.44	\$4.55	\$4.70	\$0.60	\$30.29	\$1.05	\$0.73
43-48	75%	\$21.90	\$4.55	\$4.70	\$0.60	\$31.75	\$1.13	\$0.76
49-54	80%	\$23.36	\$4.55	\$4.70	\$0.60	\$33.21	\$1.20	\$0.80
55-60	85%	\$24.82	\$4.55	\$4.70	\$0.60	\$34.67	\$1.28	\$0.84
Journeyman		\$29.20	\$4.55	\$4.70	\$0.60	\$39.05	\$1.50	\$0.95

(Chart reflects allocation of \$1.25 for the year July 01, 2004 through June 30, 2005 as approved by membership on June 9, 2004.)

APPRENTICE WAGE SCALE
July 1, 2005 through June 30, 2006

Months	Status	Wage	Health Welfare	Pension Benefit	Industry Advancement	Total Package	Vacation Plan Deduction	Working Dues	
0-6	40%						\$0.60	\$0.38	
7-12	45%	Figures will be unavailable until						\$0.68	\$0.42
13-18	50%	the \$1.00 increase is allocated per						\$0.75	\$0.48
19-24	55%	Article 8, Section 3 of the Contract						\$0.83	\$0.61
25-30	60%						\$0.90	\$0.65	
31-36	65%						\$0.98	\$0.69	
37-42	70%						\$1.05	\$0.73	
43-48	75%						\$1.13	\$0.76	
49-54	80%						\$1.20	\$0.80	
55-60	85%						\$1.28	\$0.84	
	Journeyman					\$40.05	\$1.50	\$0.95	

Allocation of \$1.00 for the year July 01, 2005 through June 30, 2006 may be made to Wages, Pension, Health & Welfare or Industry.

ARTICLE 11

PAY DAY

Wages shall be paid to employees not later than the completion of the eight (8) hour work day on Friday of each week. When wages are not paid on the job, employees shall be informed and given sufficient time to reach the office of the Employer before the completion of the work day.

The pay period shall not end earlier than Tuesday of the week in which an employee is initially employed. Payroll ending periods shall not be changed once established without consent of all parties. When employees are laid off or discharged they must be paid wages due them at the time of layoff or discharge, overtime rate to be paid when this rule is not complied with.

ARTICLE 12

HEALTH AND WELFARE PLAN AND TRUST

All parties hereto shall be bound by the terms and conditions of the Health and Welfare Trust Fund as provided in the Trust incorporated by reference hereto. The Employer shall contribute the amount to such Fund per unit employee, with payments to be made as hereinafter provided. Effective 7/1/2003 through 6/30/2006: \$4.20 per straight time hour; \$6.30 per time and one half hour; \$8.40 per double time hour.

Changes in contribution rate may be made within the limitations of this Agreement with respect to the second and third year, respectively, of this Agreement.

ARTICLE 13

SUBSTANCE ABUSE POLICY AND TRUST

All parties hereto shall be bound by the terms and conditions of The Great South-Western Plumbing, Heating, Cooling, Mechanical Contractors Substance Abuse Policy Trust Fund (SAPT) as provided in the Trust and as incorporated by reference herein: The Employer shall contribute to such Fund per unit employee, the following amounts which shall be added to and paid with the Health and Welfare Contribution. Effective 7/1/2003 through 6/30/2006: \$0.04 per straight time hour; \$0.06 per time and one half hour; \$0.08 per double time hour.

Further, the combined contributions to the South West-U.A. (SET) and The Great South-Western (SAPT) shall not exceed (\$.10) cents per straight time hour or the overtime multiplier thereof.

ARTICLE 14

SAFETY, EDUCATION & TRAINING AND TRUST

All parties hereto shall be bound by the terms and conditions of The Great South-Western Plumbing, Heating, Cooling, Mechanical Contractors - U.A. Safety, Education & Training Trust Fund (SET) as provided in the Trust and as incorporated by reference herein: The Employer shall contribute to such Fund per unit employee, the following amounts which shall be added to and paid with the Health and Welfare Contribution. Effective 7/1/2003 through 6/30/2006: \$0.06 per straight time hour; \$0.09 per time and one half hour; \$0.12 per double time hour.

Further, the combined contributions to the South West-U.A. (SET) and The Great South-Western (SAPT) shall not exceed (\$.10) cents per straight time hour or the overtime multiplier thereof.

ARTICLE 15

PENSION PLAN AND PENSION PLAN - SUPPLEMENTAL

All parties hereto shall be bound by the terms and conditions of the Plumbers Local 360 Pension Trust Fund and by the terms and conditions of the Plumbers Local 360 Pension Trust Fund - Supplemental, as provided in their respective Trusts incorporated by reference hereto. The Employer shall contribute the total amount to such Funds per unit employee, with payments to be made as hereinafter provided: Effective 7/1/2003 through 6/30/2006: \$4.20 per straight time hour; \$6.30 per time and one half hour; \$8.40 per double time hour.

Changes in contribution rate to each of such Funds may be made within the limitations of this Agreement with respect to the second and third year, respectively, of this Agreement.

ARTICLE 16

VACATION PLAN

All parties hereto shall be bound by the terms and conditions of the Vacation Plan Trust Fund as provided in the Trust incorporated by reference hereto. The Employer shall contribute the amount to such Fund per unit employee, with payments to be made as hereinafter provided: Effective 7/1/2003 through 6/30/2006: \$1.50 per straight time hour; \$2.25 per time and one half hour; \$3.00 per double time hour.

The Vacation Contribution shall be part of the wages of employees. Therefore, the contribution set forth in this Article shall be made after deduction of federal and state taxes and other required deductions from gross weekly wages.

Changes in contribution rate may be made within the limitations of this Agreement with respect to the second and third year, respectively, of this Agreement.

ARTICLE 17

INDUSTRY ADVANCEMENT FUND

The Employer shall contribute to the Industry Advancement Fund the amount per hour per employee in the unit as follows: Effective 7/1/2003 through 6/30/2006: \$0.60 per straight time hour; \$0.90 per time and one half hour; \$1.20 per double time hour. Payments to be made as hereinafter provided.

Changes in contribution rate may be made within limitations of this Agreement with respect to the second and third year, respectively, of this Agreement.

ARTICLE 18

TRAINING

The Employer shall contribute to and be bound by the Joint Apprenticeship and Training Program Trust as provided in the Trust incorporated by reference hereto. A portion of the Industry Advancement Fund set out in Article 17, above, shall be allocated to the Training Fund as follows: Effective 7/1/2003 through 6/30/2006: \$0.30 per straight time hour; \$0.45 per time and one half hour; \$0.60 per double time hour, (of the \$0.60 straight time, \$0.90 time and one half, and \$1.20 double time hour of the IAF amount) shall go to the Joint Apprenticeship and Training Trust Fund.

ARTICLE 19

PAYMENTS UNDER ARTICLES 12, 13, 14, 15, 16, 17 & 18

All payments provided under Articles 12, 13, 14, 15, 16, 17, and 18 shall be made to the Fringe Fund Office, #5 Meadow Heights Professional Park, Collinsville, Illinois, 62234. Said payments shall be due and payable by the tenth (10th) of the month following the month during which work shall have been performed by members of the Union. All payments delinquent for one (1) month shall bear interest at the rate of one and one half percent (1 and 2%) for each delinquent month or part thereof computed from the date originally due. In the sole discretion of the Union, the Union may require a bond or cash deposit in form and amount sufficient to guarantee the payments provided herein when due in an amount up to and including \$50,000.00 (Fifty Thousand Dollars), and upon failure to so comply, the Union may refuse to refer Local 360 members to the Contractors. All forms shall be provided for by the Union and copies allocated as provided for in said forms. In the event the Employer fails to make payments as required under Articles 12, 13, 14, 15, 16, 17, and 18 hereof, such failure shall constitute a gross breach of this Agreement and the Union may engage in a strike or other concerted activity to effect payment amounts due. Further, in the event the Union or the Funds file suit for collection of amounts due, the Employer shall pay in addition to the amounts due, interest at the rate set forth in the various Trust Agreements and liquidated damages as set forth in such Trust Agreements, all attorney's fees and costs incurred by the Funds.

ARTICLE 20
REPORTING OF JOBS

The Employer agrees to report to the Business Agent when awarded a job, giving the approximate location, type, and number of fixtures, equipment, and piping. This applies to work in and out of the City Limits, and includes all work whether it is a single fixture job or more.

All layoffs or termination of employees covered by this Agreement are to be reported immediately by telephone to the Business Agent of the Union by telephoning the Union office at (618)-346-2560.

The Employer shall notify the Union all Plumbing Projects in excess of \$50,000 or more, in the aggregate, and a pre-job conference shall be held by representatives of the parties, for the purpose of reaching an agreement on manning.

The Pre-job shall be held not less than three (3) days before construction begins.

ARTICLE 21
EMPLOYER PERFORMING WORK

Employers shall be permitted to handle tools on repair work, residential remodeling, housing work including a single four (4) family apartment.

ARTICLE 22
WORK

All work shall be done in conformity with the Illinois State Plumbing Code and Local Codes in a workmanlike manner.

Bargaining unit employees who perform estimating tasks for employing contractors shall perform bargaining unit work only under the direction of the designated foreman for said project.

ARTICLE 23

WORK RULES

WATER MAIN WORK: The installation of water main four (4) inches or larger shall require two (2) employees who are covered by this Agreement.

ARTICLE 24

JURISDICTION

In order to insure to the employees covered by this Agreement, the maximum possible employment, and in order to avoid jurisdictional controversies with other trades or crafts, it is agreed that the Employer will, to the extent legally possible, procure and embrace in their job contracts and specifications provisions to the effect that the Employer will undertake the performance and completion of all piping, fixtures, appurtenances and appliances that are necessary to make a complete plumbing or pipe fitting installation on each job. It is further understood and agreed that the Employer shall not subcontract any such work to any person, persons, firm or corporation without the prior approval of the Union.

The Jurisdiction of all work covered in this contract shall be that declared in the "Rochester Decision" of the American Federation of Labor held at Rochester, New York, November 11 to 23, inclusive 1912 and the Jurisdiction of work of the United Association Pipe Trades Council of St. Louis and vicinity adopted June 12, 1913. See pages 162 through 168 of The Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada dated August 5-9, 1996.

The parties hereto agree to be bound by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry which became effective June 1, 1984, the Procedural Rules and Regulations of said Plan, and any changes and amendments thereto.

ARTICLE 25

TOOLS

Employees shall not be required to furnish any safety equipment or power tools of any kind.

Employees shall furnish the hand tools set forth:

6 ft. Ruler	25 ft. Tape
Torpedo Level	24 in. Level
10 in. Pipe Wrench	14 in. Pipe Wrench
Channel Locks	6 in. Crescent Wrench
12 in. Crescent Wrench	Claw Hammer
Imp 101 7/8" Cutter	Ridgid #15 1 1/8"
Ridgid #20 2 1/8"	Handsaw, Lennox HFS 180
Plumb Bob	Regular and Phillips Screwdrivers
Hack Saw	Extendable Basin Wrench
No-hub Wrench	Spud Wrench, 12" or 14"
Tin Snips	Allen Wrench Set
Cold Chisel	Tool Tray or Bucket
Socket Set - 1/4" drive - 3/16" through 9/16" (Craftsmen #34434)	
Hand Held Torch, equal to turbo torch #STK9	

Boots (Initial pair to be supplied by contractor. Will be replaced if worn out or damaged. If original pair needs to be replaced, they must be returned to the contractor.)

The employer shall replace any broken or worn out tools. All employees shall be responsible for the proper care of tools and equipment furnished.

All personal tools that are stolen will be replaced when the employee uses reasonable care to secure tools.

Effective July 1, 2003 all apprentices will be supplied the above list of tools by the Great South-Western Illinois Association of Plumbing-Heating-Cooling & Mechanical Contractors, and Local 360. The cost of these tools shall be borne 50% by the Association and 50% by the Union.

ARTICLE 26
INSURANCE

Employer shall maintain a permanent place of business, be financially able to meet all payrolls, and to meet compensation requirements for injuries to workmen on jobs and shall carry Workmen's Compensation Liability Insurance, and Unemployment Compensation, in accordance with the laws of the State of Illinois.

ARTICLE 27
DUES

The Employer shall furnish the representatives of the Union with a weekly list of men employed for the week and the total hours worked. The Employer shall deduct from the total earnings per week of each individual Journeyman and Apprentice Employees employed by him a sum equal to three percent (3%) of the total package paid under Articles 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, and 18 as the case may be and an additional \$0.40 per hour as partial dues and remit the full amount so deducted from such earnings to the Union each week, provided said employee has executed and submitted to his Employer an Authorization for Deduction of Partial Dues which shall provide for the deduction of said money and which shall be irrevocable for a period of one (1) year or for the period of the Collective Bargaining Agreement, whichever occurs sooner.

Effective July 1, 2003, the dues structure shall be frozen to the July 1, 1999 rates. The Executive Board will review the financial status of the Union on a quarterly basis. Should it become necessary to reinstate the 3% deduction, notification will be submitted within thirty days to all parties.

ARTICLE 28
SAVINGS CLAUSE

If any provision herein shall be found invalid by a Court of competent jurisdiction, such invalidity shall not effect any other provision herein.

ARTICLE 29
HANDLING OF GRIEVANCES

Should any difference, disputes or complaints arise over the interpretation or application of the contents of this Agreement the parties agree that there shall be no lock out or cessation of work or slowdowns and the parties shall make an earnest effort to settle such promptly through the following procedures:

The Great South-Western Illinois Association of Plumbing, Heating, Cooling Mechanical Contractors, and the Union shall create a joint board of arbitration consisting of two (2) members from each party who shall, within three (3) days of being served a written notice containing the written grievance, meet and attempt to adjust the difference between the parties. Said Joint Arbitration Board shall vote in equal number, i.e., same number of parties from each side. If local facilities to settle disputes over wages, hours or working conditions have failed to be settled, both parties agree to submit the disputes to arbitration, the arbitrator to be furnished by the National Mediation and Conciliation Service. This Agreement shall continue in full force and effect, pending the final decision of the arbitrator.

Alternative dispute resolution methods may be utilized if mutually agreeable to the parties involved.

ARTICLE 30
UNSATISFACTORY WORK

The Great South-Western Illinois Association of Plumbing, Heating, Cooling and Mechanical Contractors, and the Union shall create a Joint Board consisting of three (3) Members from each party who shall develop a course of action to address Unsatisfactory Work Ethics. Each respective organization shall appoint their three (3) Members no later than sixty (60) days after

ratification of this Agreement. Meeting dates will be established no later than thirty (30) days after the selection of the Joint Board to adopt rules and regulations to this issue.

ARTICLE 31

TERMS OF AGREEMENT

This Agreement shall become effective July 1, 2003, and remain in full force and effect through June 30, 2006, and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date. However, changes can be made at any time by mutual consent.

Individual Employers signatory hereto who are not members of the said Association agree to become part of the overall unit and bound by any amendments, extensions or changes in the Agreement agreed to between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent Contracts negotiated between the Union and the Association unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member Employer notifies the Union in writing that it revokes such authorization. Further, said non-member Employer agrees that notice served by the Union upon said Association and mediation services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-member Employers signatory hereto.

The Employer and the Union agree that starting thirty (30) days after the execution of this Agreement, they shall hold meetings between representatives of the Employer and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations and discussing Industry problems.

**THE GREAT SOUTHWESTERN
ILLINOIS ASSOCIATION
PLUMBING - HEATING - COOLING
MECHANICAL CONTRACTORS AND OTHER
CONTRACTORS SIGNATORY HERETO.**

**UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING,
PIPE-FITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL NO. 360**

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

**SIGNED BY CONTRACTORS
INDEPENDENT OF THE ABOVE
ASSOCIATION:**

**SIGNED ON BEHALF OF PLUMBERS
AND GASFITTERS LOCAL 360**

Company Name

Address

City State Zip

Phone Number

Date

Date

MEMORANDUM OF AGREEMENT

The Great South-West Illinois Association of Plumbing-Heating-Cooling-Mechanical Contractors Plumbers & Gasfitters Local 360

Service Work

Contract Covering July 1, 2003 through June 30, 2006

The Great Southwestern Illinois Association parallels the belief that a positive working relationship with organized labor is not only advantageous, but essential, to have true partnership based on basic principles of good business and fairness. These principles include professionalism, integrity and the open willingness to help one another achieve success within ethical balance. Organized labor, working in conjunction with their partners of contractor and owner together can share and prosper from mutually established goals and objectives. As one harmonious single function unit, we will exceed all objectives set forth by our clients and be profitable. To ultimately find success in our union market sector as well as face the new challenges of the future, we must work together with a common goal and vision by a code of ethics.

Contractor, Labor and Owner - united in effort- can achieve mutually established goals and ambitions through open and respectful lines of communications. Working together, we all win. Divided, we will fail. And unanimously, with one voice, we can set and exceed the high standards and expectations within our industry from our most important and valuable resource-our Union Craftsmen. As partners, we should award those individuals who have shown promise and merit and discipline those who aim to destroy or lessen our mutually established principles. Therefore, it is our mission as well as our responsibility to provide and assist our labor partners with the necessary assistance and support, whether it is in training, setting the path and direction, or ensuring they have the proper tools and equipment to perform their work.

When Contractor, Labor, and Owner communicate as one, there will be no project too difficult to attain, no task too impossible to challenge, and no element of diversity that cannot be overcome. The bottom line vision of this partnering investment is a Awin/win@ for all parties.

As a cooperative mission between this association and Local 360, we hope to reduce the amount of non-signatory service work by approving the following as a side agreement to our main contract:

1. Service and Maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, altering, overhauling, dismantling, reconditioning, replacing, modifying, evacuating, charging, inspecting, operating, starting, calibrating and balancing of any system or component part

thereof, regardless of size, including all other service and maintenance work assigned to the Employer by the customer in a currently operating facility.

2. Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6 am and 9 am. Forty (40) hours per week, five (5) consecutive days, Monday thru Saturday, shall constitute a week's work. The established starting time can be flexible from day to day.

3. All time worked before and after the established work day, Monday through Saturday, shall be paid at time-and-one-half. All worked performed on Sundays and Holidays shall be paid at double time.

4. Servicemen shall receive no more or less than one half (2) hour travel pay at the applicable rate, including Fringe Benefits, on each call if there is a break in service. If calls are made in successive order, no travel pay will be received for the additional calls.

5. In addition to regular pay, servicemen shall receive an additional one half (2) hours pay at the straight time rate, including Fringe Benefits, for each day of on-call duty.

6. The lunch break shall be unpaid.

7. On-call servicemen shall respond to a page within thirty (30) minutes, shall arrive at service location within two (2) hours and will respond to all pages.

8. When uniforms are required by the employer, the employer shall supply such uniforms. The employee shall be responsible for one half (2) of the maintenance cost.

9. On-call pay shall be withheld by employing contractor if employee fails to respond to either a page or given response time. This shall be for the day that the infraction occurs only.

10. There shall be a Aforeman@ designated for every five (5) servicemen employed in a single shop.