

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**UNITED ASSOCIATION OF
JOURNEYMEN
and APPRENTICES of the
PLUMBING and PIPEFITTING INDUSTRY
Of the UNITED STATES and CANADA,
LOCAL UNION NO. 400**

and

**MECHANICAL CONTRACTORS ASSOCIATION
Of NORTH CENTRAL WISCONSIN, INC.**

and

ALL INDEPENDENT SIGNATORY CONTRACTORS

May 29, 2017 – May 30, 2021

TABLE OF CONTENTS

PREAMBLE	3
GENDER REFERENCE	3
Article I: RECOGNITION.....	3
Article II: GEOGRAPHICAL JURISDICTION	4
Article III: TRADE OR WORK JURISDICTION	4
Article IV: DURATION OF AGREEMENT	5
Article V: UNION SECURITY AND CHECKOFF	6
Article VI: REFERRAL AND HIRING PROCEDURE	9
Article VII: WORK HOURS - WAGE RATES (and Holidays)	10
Article VIII: MANAGEMENT RIGHTS	14
Article IX: APPRENTICES.....	14
Article X: WORK RULES AND MISCELLANEOUS PROVISIONS	17
Article XI: FOREMEN	17
Article XII: SHIFT WORK	18
Article XIII: WELDING TESTS	18
Article XIV: GRIEVANCE PROCEDURE	19
Article XV: EMPLOYEE BENEFIT FUNDS.....	20
Article XVI: PRE-APPRENTICE	27
Article XVII: RESIDENTIAL/COMMERCIAL AGREEMENT	28
Article XVIII: MISCELLANEOUS PROVISIONS.....	30
ASSUMPTION OF AGREEMENT	34

PREAMBLE

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the Mechanical Contractors Association of North Central Wisconsin (Hereinafter referred to as "Association"), and Local Union No. 400 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union").

GENDER REFERENCE

When applicable, the use of the singular form of any word shall mean or apply to the plural, and the neuter form shall mean or apply to the feminine or masculine. The use of the feminine or masculine may, when used and applicable to either part, be interchanged.

ARTICLE I

RECOGNITION

Section 1.1 The term 'Employer' as used in this Agreement shall mean the individual Employers represented in collective bargaining by the Association or who, independently, have become parties to this Agreement.

Section 1.2 The Employer hereby recognizes Local Union 400 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all employees working in classifications covered by this Agreement and employed by the Employer in the area described in Article II.

Section 1.3 The Union and employees hereby recognize the Association as the sole and exclusive bargaining representative for the Employers the Association represents with respect to this Agreement.

ARTICLE II

GEOGRAPHICAL JURISDICTION

Section 2.1 The jurisdictional area covered by this Agreement shall include the following counties within the State of Wisconsin: Adams, Brown, Calumet, Dodge, Door, Fond du Lac, Green Lake, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, Sheboygan, Waupaca, Waushara and Winnebago.

ARTICLE III

TRADE OR WORK JURISDICTION

Section 3.1 This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, as defined in the current Constitution of the United Association.

Section 3.2 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor-saving device, shall be operated by any employees covered by this Agreement.

Section 3.3 The operation of pumps, air compressor and welding machines when used in conjunction with work covered by this Agreement shall be done by any

employees covered by this Agreement. The testing and balancing of all plumbing and pipe fitting systems or component parts thereof shall be done by any employees covered by this Agreement.

Section 3.4 It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency.

Section 3.5 It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

Section 3.6 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE IV

DURATION OF AGREEMENT

Section 4.1 Effective Date and Duration of Agreement

The provisions of this Agreement shall be effective as of May 29, 2017 through May 30, 2021. This Agreement shall automatically renew itself from year to year thereafter unless either party gives written notice of a desire to modify or terminate the Agreement at least sixty (60) days, but not more than ninety (90) days prior to May 30, 2021, or during the same calendar period in succeeding years.

Section 4.2 No strike or lockout during term of Agreement

During the term of the agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lock-outs by the Union or the employees

it represents or by the employer over disputes over the terms and conditions of this agreement, provided, however, the Union may strike when an employer fails to pay wages in full and on time or where the Union has been advised by the administrative officer of the fringe benefit fund that an employer is delinquent in payment of fringe benefits. It shall not be a violation of the agreement or of the no- strike clause if members of the union refuse to cross any lawful primary picket line.

ARTICLE V

UNION SECURITY AND CHECKOFF

Section 5.1 During the life of this Agreement, the Employer agrees to require membership in the Union within seven (7) days following the effective date of this Agreement, or within seven (7) days following the commencement of such employment, whichever is later, as a condition of continued employment of all employees covered by this Agreement provided, however, that such membership in the Union is available to such employee on the same terms and conditions generally applicable to other members, and that such membership is not denied or terminated for reasons other than a failure by the affected employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. This does not apply to commercial helpers.

Should any portion of this Agreement conflict with Federal, State or Municipal Law or with any directives issued by the President of the United States or by an authorized government agency, such portion of the Agreement shall be inoperative to the extent and for the period necessary to conform to the law or directive without prejudice to any other portion of this Agreement.

Section 5.2 Whenever and to the extent that Article V of this Agreement establishing Union membership as a condition of employment is or becomes inapplicable by

reason of the law of any state, all journeymen and apprentices or other classification now in the employ of the Employer or hereinafter employed by the Employer shall have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall cause or attempt to cause any discrimination against any journeyman or apprentice or other classification as regards such matters.

The following provision shall become applicable only in the event if permitted by State and Federal law: Should any employee choose not to become or remain a member of the Union, he shall, as a condition of continued employment, pay to the Union, as support to and compensation of the Union in exchange for representation by the Union, an amount of money equal to that paid by other employees who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues and its general uniform assessments. All employees, members of the Union, now in the employ of the Employer, shall commence such payments the day following the date of their withdrawal from the Union and shall continue such payments during the term of the Agreement. All employees, hereinafter employed by the Employer, shall commence such payments on the earliest date provided by applicable Federal Law for requiring Union membership after employment or the date of the Agreement, whichever is later, and shall continue such payments during the term of this Agreement. Nothing in this section shall require the Employer to violate applicable law.

Section 5.3 Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 5.4 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not

unnecessarily interfere with the employees or cause them to neglect their work; and further, provided such Union representative complies with customer rules.

Section 5.5 The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the uniform dues and fees of the Union and agrees to remit such amount to the Union not later than the fifteenth (15th) day of each month following the month during which deductions have been made, provided that each such employee shall have furnished the Employer with a voluntary, written assignment or authorization to that effect, which written assignment or authorization shall comply with law and shall not be irrevocable for the period of more than one year from its date or beyond the termination date of this Agreement, whichever occurs sooner. Only building trades journeymen and apprentices who have been under the employ of the contractor for no less than four (4) weeks may qualify as a traveling member under the Wisconsin Pipe Trades Portability Agreement. Pre-apprentices will not be allowed to travel.

All UA members working under the Wisconsin Pipe Trades Portability Agreement may voluntarily pay all working dues assessments and/or travel card dues to the Local Union in which they are traveling. The working dues assessments and/or travel card dues must meet all provisions as outlined in the United Association Constitution. The affected employee may submit to the Employer a dues statement from Local 400 showing proof that non-working dues are owed or a dues receipt from Local 400 showing that they have already made a non-working dues payment for that month and should be reimbursed by the Employer.

Section 5.6 If, in the implementation and administration of the provisions of this Article, the Employer or the Association does any act, fails to perform any act, either at the request of the Union or with their consent and, by reason of such conduct, such

Employer or Association is subjected to any claims, suits, actions, demands, damages and costs, the Union agrees to defend, indemnify and hold harmless the Employer and the Association, respectively, of and from any and all such claims, suits, actions, demands, damages and costs. This indemnification obligation shall not extend to an Employer's failure to transmit checked-off Union dues, assessments, as required by this Article.

ARTICLE VI
REFERRAL AND HIRING PROCEDURE

- A. In the referral of applicants, the Employer shall be the sole judge of the number of employees required.
- B. The Employer shall request the local Union to refer competent and skilled journeymen, apprentices and/or classified employees. To the best of its ability, the Union will refer personnel qualified for the work for which they were requested.
- C. The selection of applicants for referral to jobs should be on a legal, nondiscriminatory basis.
- D. The Employer shall retain the right to reject any applicant referred by the Union.
- E. The Union agrees to the best of its ability to furnish to the Employer at all times duly qualified journeymen, apprentices and/or other classified employees in a sufficient number as determined by the Employer necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

- F. If, upon request, the local Union is unable within forty-eight (48) hours, Saturday, Sundays and holidays excluded, to supply journeymen, apprentices and other classifications, the Employer may secure journeymen, apprentices and other classifications from any other source.
- G. All Employers will send a layoff slip to the Local 400 office.
- H. A foreman can be hired directly, provided the Employer signs the authorization provided by Local 400 as worded effective January 1, 2003. The employee must be paid at least the \$2.50 foreman differential for the balance of the existing job. The \$2.50 foreman differential must be paid even if he is the only person on the job. The \$2.50 will be added to the base wage rate for overtime calculations.
- I. An Employer can request and will receive employees with accredited certifications.
- J. An Employer can request and will receive a laid off employee who is collecting unemployment from their account.
- K. The Employer will give notice of layoff at the beginning of a shift with a layoff slip. A copy of that layoff slip must be sent to the Local 400 Union Hall within 5 days of layoff.
- L. Approval of the Local 400 Union Hall is required before employees are transferred from one Employer to another.

ARTICLE VII

WORK HOURS - WAGE RATES

Section 7.1 The normal workday shall be any consecutive eight (8) hours between 6:00 A.M. and 5:00 P.M. Monday through Friday. The calendar day shall start at

6:00 A.M. and observed for a period of twenty-four (24) hours. All hours worked prior to 6:00 A.M. will be observed as being worked the prior calendar day for calculation purposes. Four (4) ten (10) hour days can be worked Monday through Thursday or Tuesday through Friday (or on non-consecutive days of a week, which include a holiday that falls on a Tuesday, Wednesday, or Thursday, or in other unusual situations as agreed to by the Employer and Local 400) at straight-time pay at the agreement of the Employer and employees. Also, if an employee chooses to miss a day, for personal reasons, in the four ten-hour week, a make-up day can only be worked at straight time. One-half (1/2) hour of unpaid lunchtime will be allowed each day. If an employee is hired in the middle of the four ten-hour work week, he will receive the time and one-half premium if asked to work the fifth (5th) day of that week excluding Saturdays and Sundays.

Section 7.2 The minimum wage rate for journeymen during the term of this Agreement shall be determined as:

<u>EFFECTIVE</u>	<u>05/29/2017</u>	<u>06/04/2018</u>	<u>06/03/2019</u>	<u>06/01/2020</u>
(a) Wage Rate of	\$35.39			
(b) Union Check-Off	.97			
(c) Market Recovery	.95			
(d) Organizing Fund	.20			
(e) Building Fund	.47			
Total Taxable Items	\$37.98			
(f) Pension Contribution of	\$9.04			
(g) Welfare Contribution of	\$8.94			
(h) Education Contribution of	.77			
(i) Apprenticeship (Employer Reimbursement)	.06	.06	.06	.06
(j) Industry Advancement Contribution	.20	.20	.20	.20
TOTAL AGREEMENT	\$56.99	\$58.99	\$60.99	\$62.99

All contributions will be paid on an hours-worked basis.

If, during the term of this agreement, any increase to the pension plan contribution rates(s) as specified in Article VII is required under a schedule adopted to comply with the Pension Protection Act and approved by the trustees, the hourly wage rate specified in Article VII shall be immediately reduced by an equivalent amount.

As an example, and to clarify the intent of this provision, if during the division of a wage increase by the local union membership, the trustees have approved a pension contribution rate increase of \$.50 per hour, and the union membership allocates \$.25 per hour; the employer shall deduct \$.25 per hour from the employee's taxable wage to ensure the \$.50 per hour allocation, as approved by the trustees, is met. Any amount deducted from the employee's taxable wage will be added to the pension contribution rate specified in Article VII.

Section 7.3 Overtime

Overtime hours will be paid at the rate of time and one-half for any hours worked after the end of the eight (8) hour workday when a five (5) day workweek is scheduled, or ten (10) hours when a four (4) day workweek is worked as established by the Employer. Work performed on Sundays and Holidays will be paid at double time.

The first eight (8) hours worked on Saturday between 6:00 A.M. and 5:00 P.M. shall be paid at time and one-half and the remaining hours will be paid at double time.

Section 7.4 Holidays

Work performed on the following holidays shall be paid at the rate of double time: all hours after 12:00 noon Christmas Eve Day, Christmas Day, New Years Day, Labor Day, Fourth of July, Memorial Day and Thanksgiving. If one of these holidays should fall on a Sunday, it shall be celebrated on Monday, and if one of these holidays falls on a Saturday, it shall be celebrated on Friday.

Section 7.5 Payday

Wages at the established rates specified herein shall be paid weekly and no more than four (4) days' pay will be withheld, excluding Saturdays, Sundays and holidays.

Section 7.6 An employee who, at the beginning of the employee's workday, starts work receiving the shift differential or an overtime premium rate will have that rate continued to the end of the employee's continuous work period provided at least six (6) hours are worked outside of the employee's regular workday.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 8.1 It is the intent of all parties to this Agreement that the employee will furnish a full, fair day's work for a day's pay.

Section 8.2 Management shall be the sole determiner of the size and composition of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods of facilities and changing methods or facilities, subject to the limitations set forth in this Agreement.

Section 8.3 The Union shall not sanction any employee performing any plumbing, heating, cooling or pipe work after his regular hours for other than his current employer, unless approved by his current employer.

Section 8.4 The employers and union shall work together to have a mandatory safety program annually so that all employees are trained in First Aid, CPR and OSHA.

ARTICLE IX

APPRENTICES

Section 9.1 All plumber, steamfitter, and pipe fabricator apprenticeship programs:

Apprentices shall be administered by a Joint Apprenticeship Committee as governed by the State of Wisconsin. At no time will a contractor be allowed to enroll an apprentice into an ABC apprenticeship program. All apprentices will attend paid-related training at the Local 400 training facilities. Ratios for plumbers and steamfitters shall comply with the current state guidelines which are as follows:

Current Steamfitter State Standards:

- 1 apprentice - 1 journeyman
- 2 apprentices - 3 journeymen
- 3 apprentices - 5 journeymen
- 4 apprentices - 7 journeymen
- Etc.

Current Plumber State Standards:

- 1 apprentice - 1 master
- 2 apprentices - 3 journeymen, incl. 1 master
- 3 apprentices - 5 journeymen, incl. 1 master
- 4 apprentices - 7 journeymen, incl. 1 master
- Etc.

- A. No pension fund contributions shall be paid for apprentices during their first two years for all new apprentices starting after June 1, 1998.
- B. Apprenticeship programs shall be five (5) years in length.
- C. Apprentice wages shall be 45% year one (1), 50% year two (2), 60% year three (3), 70% year four (4), and 80% year five (5).

Section 9.2 Youth Apprentices may be utilized by the contractor so long as they are registered in the WI State Youth Apprenticeship Program. A Youth Apprentice shall be paid at a 30% wage rate minimum (Industrial Scale) plus the employer shall contribute \$.05 to the Education Fund. All checkoff assessments shall be added to the 30% base wage rate. The youth apprentice may authorize the check off of \$.05 per hour union dues and become a member of Local 400.

- A. If the youth apprentice chooses not to authorize the check off for union dues, the employer shall pay \$.10 per hour to the Education Fund. Youth

apprentices shall be required as a condition of employment to attend an orientation class at the offices of Local 400.

B. A “Youth Apprentice” will be identified as a person who is a student who has completed his or her sophomore year of high school until August 31st following graduation from high school.

C. Youth Apprentice Job Duties:

- Any clean up duties.
- Fire watch (If qualified)
- Confined space attendant (If qualified)
- Jobsite set-up.
- The unloading, handling, placing into stockpiles or bins the piping, valves, fittings, etc. which will be fabricated into assemblies or formations and the loading of piping and materials on trucks.
- Incidental use of company vehicles (up to the contractor’s discretion)
- Plugging pipe ends, and protecting valves, piping, etc.
- Making and installing pipe and flange end protectors.

D. All Youth Apprentices must comply with the Manufacturing and Construction Equipment Wisconsin Child Labor Laws (see attachment) if applicable.

E. Youth Apprentices:

- Must follow all provisions within the state youth apprentice program.
- Cannot weld.
- Cannot prep, join pipe i.e. threading, welded, solder, braze, groove preparation, and beveling.

ARTICLE X

WORK RULES AND MISCELLANEOUS PROVISIONS

Section 10.1 Travel Pay/Subsistence

Travel pay and subsistence shall be paid for special circumstances, as agreed between the employer and employee.

Section 10.2 Tools and Safety Equipment

All Employees covered by this Agreement shall furnish their own tools as follows:

1 - 12” Channel Locks

1 - 8” Level

1 - Tape or Ruler

All other tools are to be furnished by the Employer.

Section 10.3 Coffee Break

A ten (10) minute coffee break shall be allowed each morning. A second ten (10) minute break shall be allowed after eight (8) hours worked, except for four (4) ten (10) hour days.

ARTICLE XI

FOREMEN

Foremen and general foremen will be appointed according to the following schedule:

when the number of men employed by heating, plumbing or general piping or any craft on any job reaches the specified number. Additional foreman may be used at the employer’s option.

4 man crew - one foreman required

30 man crew - one general foreman

Additional foremen may be added as the employer determines.

Foremen are +\$2.50

General foremen are +\$5.00

NOTE: The foremen and general foremen are counted as employees.

It shall be the prerogative of the employer to appoint a superintendent when required.

ARTICLE XII

SHIFT WORK

Shift work may be performed at the option of the Employer. A regular workday starting after 6:00 A.M. and ending before 5:00 P.M. is not considered a shift even though there is a second or third shift scheduled for the same day on the same job.

Employees assigned to work second or third shift shall, in addition to the hourly wage rate shown in Article VII, be paid \$3.00 per hour for such shift work. Second or third shift employees will receive overtime for all hours worked over eight (8) per shift at the rate of time and one-half the hourly wage rate plus the second or third shift differential. Apprentices will be paid at their appropriate percent of the premium. A shift may be started at any time; a day shift is not required.

Industrial work must have three (3) consecutive days including Saturday and Sunday. These three (3) days may be reduced by the Business Manager when competing against non-union.

ARTICLE XIII

WELDING TESTS

All efforts will be made to pre-qualify welders to UA certification. These employees will be compensated per Article VI (i). When on-site testing is required,

new hires/existing employees shall be paid only for successfully passing the visual examination of the weld exam.

UA Certifications and Continuity

If an employee's UA Certification or UA Continuity should lapse, the employee will be responsible for obtaining their certification or continuity on their own time.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1 All grievances, disputes or complaints arising under this Agreement brought by an employee shall first be brought to the attention of the Business Manager of Local 400 in writing, who shall attempt to informally resolve the matter with the particular Employer involved. All employees shall immediately report any violation of this Agreement by an Employee or an Employer to the Business Manager. A grievance brought by an employer may first be brought to the attention of the Association.

A grievance shall be brought within twenty (20) days of the date and party bringing the grievance knew or should have known of the alleged violation.

The Business Manager and Association Representative shall attempt to informally resolve the matter.

If the matter still remains unresolved after 14 days, the matter shall be submitted to a joint grievance committee composed of three (3) Employer members, one of who shall be the Secretary, and three (3) Union members of Local 400, one of which shall be Chairman. This joint committee shall meet within forty-eight (48) hours, after notice is given to one party by the other that a grievance exists. If the joint grievance committee is unable to resolve the grievance,

then a written appeal to arbitration may be made within twenty (20) days of the decision of the joint grievance committee, according to the following procedure:

- A. Appointment of arbitrators shall be mutually agreed to by both labor and management. All arbitration costs shall be split equally by the parties.
- B. The arbitrator shall have the authority to determine issues concerning the interpretation and application of this Agreement.. He/she shall not have the authority to change or modify this Agreement, or to set any wage scales or fringe benefits.
- C. The written decision of the arbitrator, in conformity with his/her jurisdiction, shall be final and binding upon both parties.

ARTICLE XV

EMPLOYEE BENEFIT FUNDS

Section 15.1 Health Plan

The Local 400 Health Fund shall be continued as determined by the joint trustees. An unlimited, earned reserve will be allowed for each individual initiated prior to January 1, 2004.

Section 15.2 401(k) Plan

The 401(k) plan shall continue as determined by the joint trustees.

Section 15.3 Pension Plan

A. **Pension Plans** - In addition to the 401(k) plan described in section 15.2 of the Agreement, the following pension plans shall be maintained pursuant to the Agreement:

1. Money Purchase Pension Plan of Local 400 and Mechanical Contractors Association of North Central Wisconsin (Local 400 Defined Contribution Plan), formerly the Money Purchase Pension Plan of Local 458 and Mechanical Contractors Association of Central Wisconsin.
2. Plumbers and Steamfitters Jurisdictional 298 Pension Plan (“Local 298 Plan”).
3. Plumbers, Steamfitters and Apprentices’ Local 206 Pension Plan (“Local 206 Plan”).
4. Upper Peninsula Plumbers and Pipefitters Pension Plan (“Upper Peninsula Plan”).
5. Plumbers & Steamfitters Local 400 and MCA of North Central Wisconsin Pension Fund. (“Local 400 Defined Benefit Plan”), formed January 1, 2017 through a merger of the Local 206 Pension Plan into the Local 298 Pension Plan.

B. Jurisdictional Areas

1. The “Local 400 Jurisdictional Area” (formerly the “Local 458 Jurisdictional Area”) consists of Menomonee, Outagamie, Shawano, Waupaca Counties, the northwest quadrant of Calumet County and the northeast quadrant of Winnebago.

2. The “Local 298 Jurisdictional Area” includes Brown, Kewaunee, Door, Oconto and Manitowoc Counties. Effective July 1, 1997, Marinette County shall be considered part of the Local 298 Jurisdictional Area.

3. The “Local 206 Jurisdictional Area” is defined as Waushara, Adams, Green Lake, Fond du Lac, Dodge and Sheboygan Counties; the portions of Calumet and Winnebago Counties not included within the Local 400 Jurisdictional Area.

4. The “Local 786 Jurisdictional Area” consists of Marinette County. Effective July 1, 1997, Marinette County shall be considered part of the Local 298 Jurisdictional area.

C. Pension Plan Enrollment - An Employee’s participation in a Pension Plan(s) shall be determined as follows:

1. Participants on or before June 1, 1998 - Employees participating in a Pension Plan(s) on or before June 1, 1998 shall continue to participate in the Pension Plan(s) for the Jurisdictional Area in which they were participating as of June 1, 1998.

2. New Participants and Employees Between June 1, 1998 and May 31, 2002.

Employees who first join Local 400 or enter an apprenticeship program (i.e., are indentured) on or before May 31, 2002 and who were not participating in a Pension Plan on or before June 1, 1998 shall thereafter participate in the Pension Plan covering the Jurisdictional Area in which their initial Employer is located.

An Employee’s initial Employer shall be the Employer for whom the Employee is working at the time the Employee becomes a member of Local 400 or upon entering an apprenticeship program, whichever occurs first. An Employee’s subsequent transfer to another Employer in a different Jurisdictional Area shall have no impact on the Pension Plan(s) in which the Employee shall participate.

An Employer’s Jurisdictional Area will be determined by the first to apply of the following criteria:

a. The location of the Employer’s corporate headquarters,

b. If the Employer’s headquarters is not located within any Jurisdictional Area covered by Local 400, then the location of the Employer’s central payroll office, or

c. If the Employer's central payroll office is not located within any jurisdictional area of Local 400, then the Jurisdictional Area in which the Employer has the largest number of employees at the time an employee first becomes a member of Local 400 and/or enrolls in an apprenticeship program, whichever occurs first.

D. Contribution Amount

1. Participants and Employees on or before May 31, 2002. The following pension contribution obligations shall apply for Employees described in section 15.3(A) and (B) of this Article:

a. Employers in the Local 298 and 206 Jurisdictional Areas shall contribute the entire contributed amount to the Local 400 Defined Benefit Plan.

b. Employers in the Local 400 Jurisdictional Area shall contribute the entire contributed amount to the Local 400 Defined Contribution Plan.

c. Employers in the Local 786 Jurisdictional Area shall contribute the entire contributed amount to the Upper Peninsula Plan for those Employees who participated in the Upper Peninsula Plan and who elected in writing at the time of the formation of Local 400 on July 1, 1997 to continue participating in the Upper Peninsula Plan. For all other Employees, the Employer shall contribute in the manner that applies to Employers in the Local 298 Jurisdictional Area.

2. New Employees on or after June 1, 2002. The pension contributions for Employees not identified in subsections 15.3(A) or 15.3(B) and who *first* join Local 400 or enter an apprenticeship program (i.e., are indentured) on and after June 1, 2002 shall be allocated as follows:

- 50% to the Local 400 Defined Contribution Plan.

- 50% to the Local 400 Defined Benefit Plan.

The allocation of contributions shall be rounded to the lowest whole number (i.e., fractional cents shall not be allocated to the respective pension plans). To the extent rounding of contribution amounts to comply with the whole number requirement results in unallocated contributions, such contributions shall be allocated to the Local 400 Defined Contribution Plan.

E. Reciprocity - The Local 400 Defined Benefit Plan shall be considered the Home Fund for Employees covered by the Agreement and shall perform a receiving agent function for the other Plans. In this regard, the Local 400 Defined Benefit Plan's lock box will receive all reciprocal contributions and these contributions will then be allocated among the appropriate Plan(s) identified in the Addendum pursuant to the lock box arrangement maintained by the Plans.

Section 15.4 Education Fund

The Local 400 Education Fund shall be continued as determined by the joint trustees. Ten cents (\$.10) per hour of the Education Fund contribution shall be a contribution to the International Training Fund. The ten cents (\$.10) per hour contribution to the International Training Fund shall be forwarded to the Local Training Fund that shall hold the ten cents (\$.10) in trust and forward it to the International Training Fund.

Section 15.5 Employer Reimbursement

Employer apprenticeship reimbursement for day school to employers shall be paid from a separate fund. The amount of reimbursement must be agreed upon by the trustees as appointed by the Union and Mechanical Contractors Association of North Central Wisconsin.

Section 15.6 Industry Promotion Fund

The Mechanical Contractors Association of North Central Wisconsin Industry Fund, Inc. shall continue in accordance with its governance documents.

Section 15.7 Contributions to the Fringe Benefit Plan

Monthly contributions made to the designated depository for each of the foregoing funds, shall be due and payable on or before the fifteenth (15th) day of the month following each calendar months covering all hours worked by each employee through the last payroll period in the calendar month. The contributions shall be accompanied by a common reporting form established and accepted by the Board of Trustees of the aforementioned funds. The reporting forms shall contain the following minimum information: name, social security number, actual hours worked, and the rate of contribution per hour for each and every employee within the jurisdiction of the Union. Handling, disbursement and fund procedures will be handled by the Trustee of the existing funds.

Contributions to all Funds, including Pension, Welfare, Education, Union Check-off and Industry Fund, shall be initially deposited to the designated depository selected by the Trustees, for each of the foregoing funds and shall be due and payable on or before the fifteenth (15th) day of the month following each calendar month covering all hours worked by each Employee through the last payroll period in the calendar month.

Any Employer who fails to make such payment to each Trust Fund within forty-eight (48) hours after having been notified of his failure to make the required payments shall be fined not more than two hundred fifty dollars (\$250.00) per trust fund and removal of U.A. Local 400 members. The Trustees may, for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the trustees, seek any appropriate

legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedures otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Contractor, and the respective fund prevails in the action, such Contractor shall be obligated to pay the respective Fund's reasonably incurred attorney's fees as well as all other costs including any court reporter fees, filing fees and the actual cost of effecting service of papers.

The Employer agrees to abide by the terms and conditions of the applicable plan documents, trust documents or fund governance documents.

The Employer accepts the Employer trustees that have been appointed to the Funds and agrees to ratify the past actions, which the Trustees have taken.

It is stated that fund payments shall be used for the stated purposes of the particular fund in accordance with applicable fund documents.

Section 15.8 Cafeteria Plan

The Employer may take action to adopt and sponsor the Plumbers and Steamfitters Local 400 Cafeteria Plan ("Cafeteria Plan"). An Employer adopting and sponsoring the Cafeteria Plan shall contribute employee contributions pursuant to (a) the terms and conditions of the Cafeteria Plan and (b) the Compensation Reduction Agreement that an eligible employee executes during an enrollment period. An Employer's decision to adopt or not adopt the Cafeteria Plan shall not modify its obligation to make Employer contributions to the Health Fund described in Section 15.1.

ARTICLE XVI
PRE-APPRENTICE

A pre-apprentice shall be paid 35% of the journeyman base wage rate, plus \$.10 per hour, plus health insurance. He cannot weld or join or weld pipe. The following ratio shall prevail:

- 1 journeyman allows 1 pre-apprentice
- 4 journeymen or apprentices allows 2 pre-apprentices
(at least one must be an apprentice)
- 8 journeymen or apprentices allows 3 pre-apprentices
(at least one must be an apprentice)
- 12 journeymen or apprentices allows 4 pre-apprentices
(at least two must be apprentices)
- 16 journeymen or apprentices allows 5 pre-apprentices
(at least three must be apprentices)
- Etc.

All employers must notify Local 400 immediately when a pre-apprentice is hired.

All pre-apprentices will be tested in accordance with the Substance Abuse Testing Program outlined in Article XVIII. This shall include pre-hire screening.

A copy of the pre-apprentice's employment application will be sent to the Union office upon hire.

ARTICLE XVII

RESIDENTIAL/LIGHT COMMERCIAL AGREEMENT

Effective June 1, 2009, the attached Plumbers & Steamfitters Local 400 Fox River Valley Residential/Light Commercial Wage Rate Addendum (Regular) shall be a part of this Agreement and shall be made available to all contractors. No employee working prior to June 1, 2009 under any previous residential/light commercial addendum or the industrial schedule will have their wages or benefits reduced to work under the Fox River Valley Residential/Light Commercial Wage Rate Addendum (Regular). It is mutually agreed that any such employee may voluntarily reduce their wages or benefits to accept employment as stipulated in the Fox River Valley Residential/Light Commercial Wage Rate Addendum (Regular). The employer agrees that the employee will have the option to take unemployment compensation in lieu of working under the residential/light commercial rate. A joint committee shall be formed in an attempt to increase market share.

**Plumbers & Steamfitters Local 400 Fox River Valley
Residential/Light Commercial Wage Rate Addendum (Regular)**

(See ARTICLE XVII for employee provisions)

In an effort to assist contractors to successfully bid on residential work, in order to recapture that work from the non-union sector, the Union agrees to a residential rate, but only under the following conditions:

1. Residential work is defined as work that involves construction of a residential building. Work shall include all piping and service work on new or remodel projects designed exclusively to house people and built with wood.

An example would include private homes, motels, apartment buildings, septic and mound systems. Also included would be restaurants, taverns, strip malls, retail stores, small office buildings and warehousing not associated with an Industrial site with a total labor value of **\$150,000** or less.

2. Residential-Light Commercial work will not include any industrial plant, power house, food processing, motels built of structural steel and masonry, hospitals, clinics, schools, assisted living facilities or large malls.

<u>EFFECTIVE</u>	<u>05/29/2017</u>	<u>06/04/2018</u>	<u>06/03/2019</u>	<u>06/01/2020</u>
(a) Wage Rate of	\$33.03			
(b) Union Check-Off	.79			
(c) Market Recovery	.86			
(d) Organizing Fund	.20			
(e) Building Fund	.20			
Total Taxable Items	\$35.08			
(f) Pension Contribution of	\$9.04			
(g) Welfare Contribution of	\$8.94			
(h) Education Contribution of	.69			
(i) Apprenticeship (Employer Reimbursement)	.06			
(j) Industry Advancement Contribution	.05			
TOTAL AGREEMENT	\$53.86	55.76	57.66	59.56

All contributions will be paid on an hours-worked basis.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 18.1 Business Manager on Job

The Employer shall allow the Business Manager or Agent to enter the shop or job site after first checking at the front desk or with the superintendent on the job. Customer rules prevail.

Section 18.2 Substance Abuse Procedure

A. The Association and the Union agree that in addition to all other sums due as part of the negotiated wage benefit increase effective June 2, 2003, signatory employers shall contribute an additional two cents (\$.02) per hour to the Training School (Education Fund) provided for under the Agreement. These two cents per hour shall be used for the purpose of defraying the cost of the Plumbing and Mechanical Contractors and Pipe Trades of Wisconsin Substance Abuse Testing Program.

B. The Plumbing and Mechanical Contractors and Pipe Trades of Wisconsin's Substance Abuse Testing Program is hereby incorporated and made a part of the Agreement.

C. All other terms and conditions of the Agreement shall remain in force and effect.

Section 18.3 Owner/Employer Required Training/Testing

If an Employer requires an individual to participate in a company orientation program, a project owner's orientation program, employer's client program, or a substance abuse testing program other than as provided in the Mechanical Contractors and Wisconsin Pipe Trades Associations' Substance Abuse Testing

Program, the Employer shall compensate the individual at the rates provided for in this agreement for all time so spent. Such individual will be compensated regardless of whether such individual becomes a regular employee. Upon successful completion, the individual shall be compensated.

Section 18.4 Industry Advancement Committee

Local 400 and Mechanical Contractors Association of Northeast Wisconsin agree to establish an "Industry Advancement Committee". The committee will meet 2 times each year to discuss and promote ideas to advance the unionized plumbing and piping industry.

Section 18.5 Most Favored Nation

Should Local 400 at any time enter into an agreement with any signatory contractor operating within the eighteen-county area with terms and conditions more advantageous to such industrial contractor than the terms of this agreement, or should Local 400 in the case of any industrial contractor which has signed an agreement with Local 400 allow a course of conduct by such industrial contractor enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, Local 400 will automatically give notice to the Association. All Employers, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions upon notification from the Association. Local 400 will also notify the Association within 5 business days of any addendums made by the United Association to area National Agreements.

Where the Union targets individual jobs, the targeted jobs' conditions would not become a permanent condition of the contract provided the Association is notified in advance of such targeting and provided that such terms are offered to all Association employers for such jobs.

Section 18.6 Upgrade Training

All Active Building Trades Journeyman must complete OSHA 30 training. Effective May 30, 2021, an employee who has not completed OSHA 30 by May 30, 2021, will not receive the scheduled wage increase until such training is completed and then only on a prospective basis. All online OSHA 30 courses will be reimbursed by the Local 400 and MCA of North Central Education Fund upon successful completion of the training.

Section 18.7 Reopening of Agreement

By mutual agreement of the labor and management parties to this Agreement, this contract may be opened up during its term for mutually beneficial changes.

By execution of the Agreement, the Employer authorizes the MCA of North Central Wisconsin to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred fifty (150) days prior to the then current expiration dates of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this
1st day of June, 2017.

MECHANICAL CONTRACTORS
ASSOCIATION OF NORTH
CENTRAL
WISCONSIN

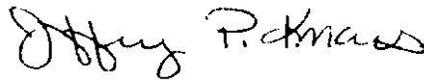
LOCAL UNION NO. 400

By:



Jeff Gaecke
Association Representative

By:



Jeffrey P. Knaus
Union Representative

ASSUMPTION OF AGREEMENT

1. The undersigned Contractor hereby agrees to assume, and assumes, all of the terms and provisions of the attached Labor Agreement entered into between the Mechanical Contractors Association of North Central Wisconsin, Inc. (hereinafter referred to as "Association") and Plumbers and Steamfitters Local Union No. 400 (hereinafter referred to as "Union"), and agrees to be bound thereby the same as though all of said terms and provisions were set forth word for word herein, except as to those pertaining solely to the aforesaid Association.

2. This Agreement, which is in effect from May 29, 2017 through May 30, 2021, may be reopened for changes by either part serving written notice on the other part at least sixty (60) days but no more than ninety (90) days prior to May 30, 2021.

DATED: This _____ day of _____, 20____,

in _____, WI.

EMPLOYER:

By _____

By: _____

UNION:

By Jeffrey P. Kraus

By: _____

Print Name of Company: _____

EIN #: _____

Print Name of Authorized Representative: _____

Title: _____ E-Mail: _____

Business Address: _____

Phone: _____

Fax: _____

