



## PCA-UA Local 130 CBA (2020-2024) Synopsis

**Duration:** June 1, 2020 – May 31, 2024

**Wages:** June 1, 2020 – June 30, 2020 - \*retro of \$1.00 per hour increase  
*(All employers shall provide employees with a check for the June 1, 2020 – June 30, 2020 increase for any hours worked in June 2020 on or before July 15, 2020.)*

**July 1, 2020 – May 31, 2021 - \$2.75 per hour increase**

**June 1, 2021 – May 31, 2022 - \$2.25 per hour increase**

**June 1, 2022 – May 31, 2023 - \$2.65 per hour increase**

**June 1, 2023 – May 31, 2024 - \$2.70 per hour increase**

Expanded explanation of increase & retroactive pay of \$1.00 p/h (June 2020 only) for 1st year of the 4-year agreement:

- The increase in year 1 (July 1, 2020 through May 31, 2021) amounts to \$2.75 per hour, of which *\$1.00 will go on the check and \$1.75 to the fringes.*
- Retroactive straight time pay of \$1.00 (one dollar) per hour only applies to hours worked by Local 130 members in your employ between June 1 and June 30, 2020.
- If applicable, overtime hours worked during June 2020 will be retroactively paid at \$1.50 per hour (time and one-half), and Sunday hours worked during June 2020 will be retroactively paid at \$2.00 per hour (double time), in compliance with CBA Section 5.2/Overtime.
- The retroactive pay noted above is owed by the employer of the Local 130 members during the June 2020 dates that the work was performed.
- All retroactive pay for hours worked by Local 130 members in your employ during June 2020 is to be paid by check by or before July 15, 2020.

### Apprenticeship Economic Relief:

- **Retiree Welfare Fund contributions will be reduced to \$0 for all Apprentices in years 1 through 5.**
- **DB Pension & DC Pension contribution rates will be reduced to \$0 for all new Apprentices in year 1.**
- **DB Pension contribution rate will be reduced by \$5.00 per hour for all Apprentices in years 2 & 3.**
- **DB & DC Contribution rates for all Apprentices in years 2, 3, 4 & 5 will not increase in year 1 of this new collective bargaining agreement.**

It is important to note that the elimination of the Retiree Welfare Fund contributions paid on Apprentice hours in years 1-5 would not negatively affect that Fund (which currently has a reserve of 4 years), nor will it preclude Apprentices upon their retirement from benefiting from the Retiree Welfare Fund. The reduction of the DB amount by \$5.00 will not affect the DB benefit accrual earned by the Apprentices in years 2 and 3.



#### PCA Industry Fund (Plumbing Council Contractor Contributions):

The PCA Board recently instituted a temporary decrease of the PCA Industry Fund rate to \$0.01 (one-cent per hour) for a 1-year period effective June 1, 2020, as was announced in mid-March. This deliberate and carefully considered action is designed to provide an additional cost-reduction to benefit and assist all PCA member contractors. The PCA Industry Fund reduction became all the more significant and helpful during the trying times related to the pandemic, an anticipated economic downturn, and a potential slowdown in construction (particularly involving plumbing work). Due to prudent planning and efficient use of PCA revenue in past years, the Association will operate using reserves through May 31, 2021, while continuing to serve and represent our members. As stated in previous correspondence, the PCA Board expects to restore the Industry Fund rate to an appropriate level (most likely in the \$0.15 to \$0.20 cent per hour range) effective June 1, 2021.

#### Parties to the Agreement, Section 1.1

##### Recordkeeping Item

Added Agreement date of **June 1, 2020** between the **Plumbing Contractors Association of Greater Chicago (PCA)** and **Plumbers Local Union 130 UA**.

*(June 1, 2020 is the effective date in order to include the retro pay of \$1.00 p/h (only) that applies to hours worked by Local 130 members in June 2020. The first year's increase of \$2.75 is effective July 1, 2020, and \$1.75 of the \$2.75 raise will go to fringes. Note: PCA contractors who employed Local 130 members in June and have since laid them off should issue a retro payroll check to those said employees at \$1.00 per hour for all hours worked by them in June 2020. Any overtime pay issued for June 2020 must also be paid in accordance with the retro.)*

*(All references throughout the Collective Bargaining Agreement to Plumbing Contractors Association Midwest will be changed to Plumbing Contractors Association of Greater Chicago or "PCA".*

*All references throughout the Collective Bargaining Agreement to Chicago Journeymen Plumbers Local Union 130, U.A. will be changed to Plumbers Local 130 UA or "Union."*

*All references throughout the Collective Bargaining Agreement to Plumbers Local 130 Benefit Funds Data Center LLC will be changed to "Benefit Funds."*

#### Older Workers, Section 4.6

**Added and Deleted Language** *(Expands the Older Workers provision to provide for women and to allow the Employer to work them outside of the shop.)*

At least one out of every five (5) ~~men~~ **Local 130 members** working ~~in the shop~~ **for the employer** shall be older ~~men~~ **Local 130 members**.

#### Staffing, Section 4.8

**Added and Deleted Language** *(Clarifies rules around Metal Trades members and restricts them from work on Prevailing Wage projects.)*

An Employer who employs at least ~~two~~ **one** (1) journeymen may also employ one (1) apprentice for performance of jurisdictional work. A **one** ~~two~~ (1) journeymen to one (1) apprentice ratio shall be maintained at all times, except as specified by this Agreement. The Working Contractor shall count as a journeyman for the purpose of establishing this ratio. **This apprentice ratio shall be reviewed on an annual basis by the parties for modification on or before June 1st each year. Without agreement by the parties, the apprentice ratio shall revert to one (1) apprentice for every two (2) journeymen on June 1, 2021.**

The Metal Trades Division of the Union is composed of members employed by Employers to perform tasks not requiring a plumber's license or other tasks described as non-jurisdictional work. **Any employee in the**



**Metal Trades classification is not allowed to work on any** ~~or~~ Prevailing Wage jobs. The Employers may, with the written approval of the Business Manager of the Union, hire a probationary metal trades division ~~journeyman~~ **(MO classification)** for a period not to exceed three (3) months for the purpose of evaluating the potential new hires.

Wages for these employees are determined by the Apprentice Wage Scale. While contributions to the Fringe Benefits Funds will not be required for probationary Metal Trades ~~Journeyman~~ **(MO classification)**, hours worked by probationary Metal Trades ~~Journeyman~~ **(MO classification)** will be shown on the Employer's Monthly Contribution Report. Starting with the 4th month of employment, benefit contributions will be required as stipulated in Article 6.1 of this Agreement.

An employee in the Metal Trades Division may, upon the request of the Employer, enter the Apprentice Program provided the requirements of the Apprentice Committee are satisfied. Credit for hours worked as a metal tradesman toward hours required for completion of an apprenticeship will be granted ~~as determined by the U.S. Department of Labor, Office of Apprenticeship Training, Employer and Labor Services (OATELS)~~ with the approval of the Business Manager and the Joint Apprenticeship Committee.

#### **Metal Tradesman Mc, Md, Me, Section 4.8(b)**

**Added and Deleted Language** (*Further clarifies rules around Metal Trades members and increases the Me classification's percentage of a journeyman worker's wage from 28% to 30%.*)

Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a Mc **program** metal tradesman from any source for a maximum period of employment of twenty-four (24) months. The Union Business Manager will respond with approval or denial to any such request within one (1) week. Thereafter, ~~if~~ **when** retained by Employer, the employee either is promoted to Metal Trades

Journeyman third year status pay and benefits, or upon applying and meeting all standards of entrance is accepted into the Plumbers 130 Apprentice Program.

#### ~~0-3 Months~~ **Mc Classification - 0-3 Months**

The wages paid to the metal trades class Mc employee will be twenty-six percent (26%) of the then current Building Trades Journeyman Plumbers rate at time of hire during months 0-3 of ~~employment~~ **the probationary period**.

During this probationary period he shall receive no ~~Health and Welfare or Retirement benefits. No Union dues or Industry Fund contributions are made on his behalf.~~ **fringe benefits or payroll deductions and all contributions and payroll deductions will be paid in accordance with Appendix C.**

#### ~~4-12 Months~~ **Md Classification – 4-12 Months**

With completion of probationary period **this employee becomes a union member;** Employee's wages remain at 26% of the then current Building Trades Journeyman Plumbers rate, **fringe benefits and payroll deductions** to be paid in accordance to Appendix C.

#### ~~Year 2~~ **Me Classification – Year 2**

Upon the employees' anniversary date of hire, the rate of pay shall be ~~twenty-eight~~ **thirty (28 30%)** of the then current Building Trades Journeyman Plumbers rate; benefits to be paid in accordance to Appendix C.

#### **Mc - Me Classification**



The Section 9.1 Retirement **Savings** Fund, a defined contribution plan (~~de~~ **DC** plan) will be the sole pension plan under this Section 4.8 (b).

Upon entrance in the Plumbers 130 apprentice program, wages and fringe benefit levels shall continue under Appendix C until the attainment of a City of Chicago or State of Illinois Journeyman Plumbing License or at the M3, M4 ~~or~~ M6 **or M7** rates if retained in employment.

#### **OSHA & HAZCOM Training, Section 4.13**

**Added and Deleted Language** (*Provides that Employers will be supplied a referral of Employees with certificates of completion of HAZCOM and OSHA courses; corrects the name of the Local 130 JAC Training Centers.*)

*The Employers ~~wish to have~~ **will be supplied** a referral of Employees with certificates of completion of HAZCOM and OSHA education courses.*

*The Union and Employers will require that all members be certified in HAZCOM and OSHA. Members will have to get certified through night school. It will not be a violation of this Agreement for any Employer to reject a Union member for employment if he lacks these certifications. Classes in both OSHA and HAZCOM will be offered regularly at the ~~Plumbing Industry Center~~ **Local 130 JAC Training Centers**.*

#### **Wage Rates and Fringe Benefits, Section 6.1**

**Added and Deleted Language** (*Eliminates unnecessary Participation Agreement language for working Employers.*)

~~In order for the working Employer to pay benefits, there must be a currently signed (by the working Employer) alumni/Participation Agreement.~~

**If a working Employer ceases working with the tools but wishes to continue in the Fringe Benefit Funds, he/she must sign an Alumni Participation Agreement. Contact the Fund Office.**

#### **Apprentice's Wage, Section 6.3**

**Added and Deleted Language**

It is also understood and agreed that fringe benefits will not be paid on behalf of an Apprentice for their mandatory school day. ~~For all other workdays not in school, the Welfare Fund contribution for 1<sup>st</sup> year—1<sup>st</sup> six month Apprentices, 1<sup>st</sup> year—2<sup>nd</sup> 6 month Apprentices, 2<sup>nd</sup> year Apprentices, and 3<sup>rd</sup> year Apprentices will be paid at a rate of \$5.00 per hour less than the current Journeyman Welfare Fund contribution rate, and Fringe benefits contributions will otherwise be paid according to Appendix C on all hours worked. No No Industry Fund contribution will be paid on mandatory school days.~~

#### **Union Dues Deduction, Section 6.6**

**Deleted Language** (*Simplifies contribution and deduction payment language in conjunction with eliminating the Voluntary Savings Plan.*)

*The Employer shall remit to the Union the amount so deducted at the same time and accompanying ~~the Savings Plan deductions and contributions to the Pension Fund; Welfare Fund, Educational Fund, Plumbing Council, and Political Action Contribution Fund~~ **all contributions and payroll deductions listed on Appendix C**. All such remittances shall be sent to the Benefit Funds by a single check payable to the Plumbers' Local 130 Contribution Account.*

#### **Bond Requirements, Section 6.8**

**Added and Deleted Language** (*Eliminates outdated language; deletes references to the Voluntary Savings Plan; clarifies that Employer must provide a personal note and guarantee if it fails to obtain a bond.*)



The Employer shall acquire a wage bond covering wages, assessments, and employee authorized deductions, ~~and savings~~ for 50% of that total, as well as a fringe benefit bond for 50% of the total required bond. In lieu of having two bonds, an employer may acquire a dual bond with separate Liability Limits such that 50% of the dual bond will cover wages, assessments, employee authorized deductions ~~and savings~~ and the other 50% of the dual bond shall cover the remaining fringe benefit funds set forth in the Collective Bargaining Agreement in Article IX.

In the event of an Employer's failure to secure the required bond or Letter of Credit, an agent of the Employer must sign ~~an agreement~~ **a personal note and guarantee** to be jointly and severally liable along with the company for all wages and fringe benefits that become due during the weekly period.

~~Contractors must comply with this new bonding requirement by September 1, 2017.~~

**Voluntary Savings Plan, Section 6.10**

**Delete Entire Section** (Eliminates the Voluntary Savings Plan.)

**Add:** Effective June 1, 2020, this Voluntary Savings Plan in terminated.

**Health & Welfare, Pension and Retirement Plan: Section 9.2**

**Deleted Language** (Eliminates Participant Agreement language that conflicts with Section 6.1 regarding working Employers.)

Any Employer employing at least two journeymen or one journeyman and one apprentice as permitted may apply for participation in one or more of the Benefit Funds upon signing a Participation Agreement. If the Employer is accepted, contributions must be paid on a minimum of thirty two (32) hours per week or the total hours worked, whichever is greater for the duration of this Agreement.

**Contribution and Deduction Due Dates: Section 9.8**

**Housekeeping** (Eliminates references to Section 6.10 due to the elimination of the Voluntary Savings Plan.)

**METAL TRADESMEN (Mc, Md, Me):**

- Delete the title and the metal tradesmen rates and benefits as it is already included in Appendix C.
- Add the following information:

<p><i>*All employers shall provide employees with a check for the June 1st Increase for any hours worked in June 2020 on or before July 15th, 2020. Wages only of \$1.00 for regular time, \$1.50 for time and a half and \$2.00 for Double-time. The total rate increase as of 7/1/2020 - 5/31/2021 is \$2.75.</i></p>	2020-2024 Economic Increases		
	Wage Effective 6/1/2020		\$1.00
	Benefit Effective 7/1/2020		\$1.75
	<b>Total 6/1/2020-5/31/2021</b>	<b>\$2.75</b>	
	6/1/2021-5/31/2022	\$2.25	
	6/1/2022-5/31/2023	\$2.65	
	6/1/2023-5/31/2024	\$2.70	
	<b>Total 4 Year Increases</b>	<b>\$10.35</b>	

(Continued on back)



Economic package increases of \$2.05 per hour effective June 1, 2017, \$2.10 per hour effective June 1, 2018 and \$2.15 per hour effective June 1, 2019 have been negotiated under the terms of this Agreement for ~~Journeyman Plumbers~~. Apprentice economic package increases effective June 1, 2020~~17~~ will be determined by a percentage of the Journeymen rate. An apprentice with a minimum of 4 ½ years credit who has successfully obtained the City of Chicago or State of Illinois plumbers license shall be paid the then current journeymen rate. These increases for journeymen and apprentices are to be allocated in a manner to be determined by Plumbers Local 130 UA in its sole and exclusive discretion. Local 130 will timely notify each signatory Employer of its determination concerning the allocation.

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Information regarding the new PCA-Local 130 CBA (2020-2024) including the most recent CBA (the entire document), the 2020 Wage Sheet, and this synopsis of all CBA changes are posted on our PCA website at [www.plumbingcouncil.org/pca](http://www.plumbingcouncil.org/pca).

We encourage you to follow news and information updates sent out weekly in our electronic newsletter, the “PCA Workflow,” as well as important scheduled industry events at [www.plumbingcouncil.org/piping-industry-calendar](http://www.plumbingcouncil.org/piping-industry-calendar). If you are not yet receiving the *Weekly Workflow* or would like to add any of your staff to our email distribution list, please contact PCA Communications and Public Affairs Director Jeff Weiss at 312-563-9526 (office) or by email at [jeff@plumbingcouncil.org](mailto:jeff@plumbingcouncil.org).

Lastly – if you have questions or concerns about our new CBA, your many PCA extra benefits, services and resources (including our exclusive Code Book; Health & Safety Manual; Lien Manual and more), or any particular industry topics, be sure to contact PCA & Plumbing Council Executive Director S.J. Peters at 312-563-9526 (office); 630-280-9307 (mobile); or by email at [sj@plumbingcouncil.org](mailto:sj@plumbingcouncil.org).

*Remember we are always here to serve you. Thank you for your continued support and active involvement with your Association: the PCA of Greater Chicago*

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