

**UNITED ASSOCIATION
PLUMBERS LOCAL UNION NO. 15**

Working Agreement
And U.A. Jurisdiction
With

**MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

United Association
of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry
of the United States and Canada
A.F. of L.-C.I.O.

Minneapolis, Minnesota

and

St. Cloud, Minnesota

Effective May 1, 2008

*Printing costs provided by
Minnesota Mechanical Contractors Industry Fund*

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WORKING AGREEMENT

THIS AGREEMENT, entered into this first day of May, 2008 by and between the MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION (hereinafter called the "Employer"), who is engaged in the plumbing and pipefitting industry in the territorial jurisdiction of the Employer and the UNITED ASSOCIATION OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, LOCAL NO. 15 of Minneapolis, Minnesota (hereinafter called the "Union"). (The above named "Employer" is an association of employers, hereby representing and acting on behalf of its member employers who are individually referred to in this agreement and are as fully bound by the same as an "Employer" as though each had executed the same individually.)

WITNESSETH:

WHEREAS, the Employer is engaged in the plumbing and pipe fitting industry and in the performance of such work as requires the services of competent, skilled and qualified journeymen, and

WHEREAS, the Union is affiliated with the American Federation of Labor-Congress of Industrial Organizations and has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction, and

WHEREAS, the Employer and the Union mutually desire to establish and stabilize wages, hours and working conditions for journeymen and apprentices employed by the Employer and, further, to encourage closer cooperation and understanding between the Employer and the Union in the plumbing and pipe fitting industry to the end that a satisfactory, continuous and harmonious labor relationship will exist between the parties to this Agreement,

NOW, THEREFORE, the undersigned Employer and Union, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE I – Recognition

Section 1. The Union shall be the exclusive bargaining representative for all employees performing work within the described jurisdiction.

Section 2. The Minnesota Mechanical Contractors Association, is hereby recognized as the exclusive bargaining representative as to all of its present and future member contractors or any other contractor who has authorized it to act. Any member who resigns from MMCA shall be bound by this agreement for its duration and any contractor who revokes his authorization shall be

bound by this agreement for its duration. The Employers' Association will furnish the Union with a list of contractors they are bargaining for.

ARTICLE II – Jurisdiction

Section 1. Trade or Work Jurisdiction. This agreement covers the rates of pay, rules and working conditions of all journeymen, foreman, general foreman, and apprentices engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on and hoisting of all piping material, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the Trade Line Agreement between Plumbers Local Union #15 and Pipefitters Local Union #539 agreed to on November, 5th 2003 and trade jurisdictional claims of the United Association. Jurisdiction of said United Association attached hereto is made part of this agreement.

Section 2. Rigging, Handling and Setting of Equipment. Rigging or the handling and setting of the equipment coming under the jurisdiction of the United Association shall be handled in the following manner: On a normal material delivery, if the employees under this agreement are not available to unload the material, the shop or supply house truck driver may unload his truck on the loading dock or protected area; however, on large boilers, tanks, chillers and heavy equipment, the Employer working under this agreement shall provide all the physical work involved in unloading, handling and setting equipment in its final installed position.

The above does not prevent the Employer from arranging with the trucking firm to provide motor driven equipment and operators and one nonworking supervisor over the employees covered by this agreement.

Section 3. Jurisdictional Disputes. All jurisdictional disputes between or among any building and construction trades unions affiliated with a national or international union that is a member of the Building and Construction Trades Department (AFL-CIO), and any employers that are parties to or have adopted or have worked under this agreement, shall be settled or adjusted according to the present plan established by the Building and Construction Trades Department (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department.

Decisions rendered shall be final, binding and conclusive on employers that are parties to or have adopted this agreement and on all unions affiliated with a national or international union that is a member of the Building and Construction Trades Department, whether or not parties to this agreement.

This article shall apply to any and all jurisdictional disputes between or among unions affiliated with the Building and Construction Trades Department, on all work covered by this agreement and related work performed by the Employer, whether or not the unions involved in the jurisdictional

dispute have any members employed by the Employer and whether or not the unions involved are in agreement with the Employer.

Section 4. Laborers. All agreements, decisions and/or directives of the International Unions shall be strictly adhered to by both parties.

Section 5. Territorial Jurisdiction. The jurisdiction for zone one of the Minneapolis Union shall be the Counties of Hennepin, Scott, Carver, Anoka, McLeod, Wright, Isanti, Mille Lacs, and that part of Sherburne County lying east of a line running northeasterly from the point of Wright County that lies furthest north to that point of Mille Lacs County that is south by west. The employer agrees that whenever he is performing work in the area of a local union's jurisdiction where the collective bargaining agreement provides for a higher basic hourly rate or a higher overtime rate, or lower hourly workday or workweek, such local collective bargaining agreement shall prevail. Further, on the same basis, the Employer agrees to make payments into legally established fringe benefit funds such as those for Health and Welfare, Pension, Vacation Fund and the Credit Union Plan established pursuant to applicable collective bargaining agreements; and to pay all transportation, traveling time, reasonable board and room and expenses mutually agreed upon between the Employer and Employee while in the jurisdiction of another affiliated Union. The Employer further agrees when performing work in the jurisdiction of another Union of the United Association to be bound by all of the provisions of the Working Agreement effective in that jurisdiction to the same extent as if signatory thereto. The provisions of this paragraph shall apply also to all jobs in unorganized territory outside of the jurisdiction of the Local Union which is party hereto and is concerned in the matter.

Section 6. Employer shall make payments into the legally established fringe benefit funds of U.A. Local 15 for all personnel whom they send out of the local jurisdiction.

ARTICLE III - Union Security

Section 1. All journeymen and apprentices hereunder, members of the Union now in the employ of the Employer, shall remain members in good standing in the Union during the term of this agreement. All journeymen and apprentices covered by this agreement, hereafter employed by the Employer, and any employee now employed who is not a member of the Union, shall become members of the Union on the earliest date provided by applicable federal law after their employment or the date of this agreement, whichever is later, and shall remain members of the Union in good standing during the term of this agreement. Employees who pay the Local Union initiation fees and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.

Section 2. In the event the Congress of the U.S. acts on the proposed labor legislation regarding the closed shop, it shall hereby become a part of this agreement.

Section 3. In interpreting good standing, an Employer shall not discharge an employee for non-membership in the Union, (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other

members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employer to tender periodic dues and initiation fee uniformly required as a condition for acquiring or retaining membership.

ARTICLE IV - Hiring

Section 1. The Union shall be the exclusive source of referrals of applicants for employment with the Employer.

Section 2. The Employer retains the right to reject any job applicant referred by the Union.

Section 3. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. Such selection by the Union shall be made on the basis of the sequence in which the applicants report to the Union as available for work, provided that an applicant may retain his proper sequence only if he possesses a state license and, if required, a municipal license.

Section 4. There shall be no discrimination in the selection, referral or employment of applicants because of race, color, sex or national origin.

Section 5. In the event the Union is unable to refer sufficient qualified journeymen as required by the Employer, the Employer may seek and hire such qualified journeymen from any source. He shall notify the Union of his intent to hire such personnel 48 hours before hiring from other sources. When such personnel are hired, each workman so employed shall report to the Union office for registration before starting work.

Section 6. No journeyman shall be assigned to a job location except by direction of the Employer.

Section 7. The above six sections of this article shall be posted in places where notices to employees and applicants for employment are customarily posted.

Section 8. The Employer must notify the Union before hiring any new employees.

Section 9. Out-of-town Employers may bring in one Union supervisor on local work. However, one or more local men shall be on the job at all times. The above does not apply in the case of Employers and Union supervisors who come from St. Paul, Minnesota.

Section 10. Lack-of-Work Layoffs.

- (a) If an Employer has a person working in another union jurisdiction and he is terminated because of unemployment in that local union, the employee will be given a "lack-of-work" layoff.
- (b) If an Employer must terminate an apprentice to conform to the apprentice ratio, he will be given a "lack-of-work" layoff.

- (c) If an employee is working less than 24 hours for three weeks or more (on an average), he may request and shall receive a "lack-of-work" layoff. Time lost because of holidays and lost voluntarily because of inclement weather and time employee is not available for work shall not be used in calculation for this paragraph.

Section 11. Layoffs and Terminations.

- (a) When an employee is laid off, he shall receive two (2) hours' notification prior to quitting time on the day of termination. Upon termination, the employee will be paid in full. If the employer fails to have the employee's final pay check at the time of termination, the employer will be responsible to pay two (2) hours pay for every working day (excluding Saturdays, Sundays, and holidays) that the employee has to wait.
- (b) In the event that a member of the Union is terminated for any reason, it will be the employer's responsibility, at this time, to issue a Termination Notice bearing his signature, stating the reasons for termination. Copies of the termination notice will go to the employee, the Union and the association office.

ARTICLE V - Rates of Pay

Section 1. Classification and Rates of Pay. Journeymen, foremen and general foremen shall receive hourly rates of pay as set forth below.

Paychecks paid to employees shall show earnings, withholding taxes, fringes, straight-time, time-and-one-half and double-time hours, Building Trades Credit Union Fund, Working Fee Fund, Health and Welfare, Retiree Health Trust, Pension, Pension Supplement, U. A. Pension, Apprentice and Journeyman Training Fund, International Training Fund, Industry Fund, and mileage and subsistence (unless mileage and subsistence is provided on another check).

As to work performed outside the jurisdiction of this agreement, the provisions of Article II shall apply.

Section 2. The Employer shall pay to employees the rates of pay as follows: (See next page.)

Journeyman, Foreman & General Foreman Rates of Pay

	Effective Dates		
	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
<u>Base Wage</u>			
Journeyman*	\$30.35	+\$2.40	+\$2.60
Foreman*	32.95	+0.05	+0.05
General Foreman*	34.00	+0.10	+0.10
		increase	increase
<u>Fringe Benefits</u>			
Building Trades Credit Union*	6.00	5/1/08	5/1/09
Working Fee*	.72	package	package
Pension	2.34		
Pension Supplement**	2.75		
UA Pension	2.25		
Health and Welfare	7.29		
Retiree Health Trust	2.15		
Apprentice Training	.55		
MMC Industry Fund***	.11		
Int'l Training Fund	.10		

**Taxable*

***May be increased at the option of the employee, from wages, subject to trust agreement.*

****Any Industry Fund increase must be approved by the MMCIF Board of Trustees. The Industry Fund maximum increase shall be \$0.01 per year.*

Certified Welders. Welders certified and welding on alloy pipe that is subject to be radiographic tested shall receive fifty cents (50¢) per hour over journeyman's scale, in industrial and power housework.

Welders certified and employed as "stringer bead" and/or as "hot pass" welders shall receive fifty cents (50¢) per hour over journeyman's scale, in pipe line work. This section does not apply to welders on office buildings, schools, churches and like buildings.

Benefit Funds. The Employer shall pay into the applicable trust arrangement the amounts stated in each of the following funds for each hour worked, including overtime hours, by each journeyman, foreman, general foreman, and each apprentice or employee engaged in or performing the duties of any of them within the jurisdiction of the Union.

- A. Health and Welfare Fund
- B. Pension and Annuity Fund
- C. Apprentice and Journeyman Training Fund
- D. National Pension Fund
- E. Industry Fund
- F. Building Fund

- G. Working Fee Fund
- H. International Training Fund
- I. Retiree Health Trust
- J. Minnesota Pipe Trades Organizing Fund

Should any of the above funds be increased during the term of this Agreement, the basic wage will be reduced by a like amount excluding the Industry Fund.

Section 3. The above fringe benefits, Health and Welfare, Pension, Vacation or Credit Union, and Apprentice and Journeyman Training Fund, shall be paid in multiples of half or full hours. This applies to straight time and overtime rates. All fringe benefits on overtime shall be paid at overtime rates. See National Pension exception, Article XII, Part D.

Section 4. Journeymen and apprentices employed by city, county, and municipal governments and state and federal governmental agencies, which units of government cannot pay directly into any fringe benefit fund as shown in Article V, shall receive negotiated cents per hour as wages. Such employees, however, shall have the right as permitted by law to make equivalent payments into the appropriate funds under such authority as is created in the trust arrangements and under rules promulgated by the trustees thereof.

Section 5. Fringe Benefit Funds Study Committee. A Study Committee shall be established which is composed of representatives of Minneapolis Plumbers Local No. 15, Minneapolis Pipefitters Local No. 539, St. Paul Plumbers Local No. 34, St. Paul Pipefitters Local No. 455, Minnesota Mechanical Contractors Association, and Metro Association of Plumbing-Heating-Cooling Contractors. The Study Committee shall examine the issue of contractor eligibility for participation in the Twin City Pipe Trades Fringe Benefit Funds. The Study Committee shall make its recommendations to the trustees of the Fringe Benefit Funds. Upon unanimous vote of the trustees, a plan may be implemented to allow contractors to be eligible for the Fringe Benefit Funds to the extent authorized by the trustees and federal and state law.

ARTICLE VI - Travel, Subsistence, and Parking Fees

Section 1. The Employer further agrees when performing work in the jurisdiction of another Local Union, to pay all transportation, traveling time, reasonable lodging and incidentals and expenses mutually agreed upon between the Employer and Employee while in the jurisdiction of the other Union.

Section 2. Travel and subsistence allowance as herein stated shall be paid by the Employer to each employee subject to this agreement when the jobsite is outside of the free zone as herein defined.

Section 3. The free zone consists of an arc forty (40) miles from the intersection of Franklin Avenue and Interstate Highway 35 in the City of Minneapolis. The free zone will also include the territory covered by the St. Paul Plumbers No. 34 free zone.

All contributions provided herein will be paid on behalf of employees sent by the Employer to work in the St. Paul jurisdiction. All contributions on behalf of St. Paul Plumbers Local #34 employees sent by the Employer to work in the Minneapolis jurisdiction will be paid at the Minnesota Mechanical Contractors Association-St. Paul Plumbers Local #34 rate.

Section 4. The parties have exchanged maps to illustrate the boundaries of the free zone. Measurement in mileage areas will be by shortest available route from nearest point of free zone to the jobsite. Mileage to be mutually agreed upon between Union and the Association prior to bidding of job in question. Mileage under Sections 5 and 6 below and basic hourly rate of pay under Sections 6 and 7(b) below shall be paid only for distance and time **beyond** the free zone to the jobsite.

Section 5. Travel within the free zone. An employee shall receive no allowances for travel. Except: when an employee uses a personal vehicle at the request of the Employer to transport the employee or others from shop to job, or job to job. Changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate for this Section and Section 6.

Section 6. Travel beyond the 40-mile free zone arc within the jurisdiction of Local 15. Jobs up to twenty-five (25) miles outside the free zone (40-65 miles from the origination point of either Zone One or Zone Two). Changing every January 1, the mileage shall be the Internal Revenue Service standard business mileage rate, to and from the jobsite, with a minimum of three dollars (\$3.00) per day. Employees shall report to jobsite at the regular scheduled starting time. Employer shall pay the basic hourly rate of pay while traveling. All trips during the workday made at the direction of the Employer, when an employee uses a personal vehicle, shall be paid the Internal Revenue Service standard mileage rate per mile (Exception: The 40 mile arc applies to only the jurisdictional area of origination. E.g. Zone One arc does not cross into Zone Two and vice versa).

Section 7. Subsistence: Subsistence will be for travel, lodging and incidentals.

- (a) **Jobs more than 25 miles beyond the free zone (more than 65 miles from Franklin & I-35W) and within the jurisdiction of Local 15.** Subsistence shall be paid at the rate of fifty-two dollars (\$52.00) per day for each day worked.
- (b) **When performing work in the jurisdiction of another Local Union.** The Employer further agrees to pay all transportation, traveling time, reasonable board and room and expenses mutually agreed upon between the Employer and Employee while in the jurisdiction of the other Union. For payment of travel card fees, see Article XXVI. (See also maps on pages 59 and 60.)

Section 8. Parking Fees. When an employee is required to use his car from job to job during working hours and there is parking cost incurred, he shall be reimbursed by the Employer.

In the event free parking is not available within five (5) blocks of the jobsite, the Employer shall pay employees who provide their own transportation a parking allowance of eleven dollars and twenty-five cents (\$11.25) for each day worked.

Section 9. In the event the Employer is bidding or negotiating a job or has bona fide reason to believe he is bidding or negotiating a job that may not be performed by Employer and Union parties hereto, then upon advising Employer and the Union, no later than three days prior to the bidding, this Agreement may be mutually modified on a job basis to allow Employers to become more competitive.

ARTICLE VII - Injuries on the Job

Section 1. When an employee covered under this agreement is injured on the job and requires medical attention, he shall get paid for the full day when the doctor recommends he not report back for work.

He shall also be paid for time, not to exceed two (2) hours, for one return visit to the doctor during normal working hours, if required, to remove stitches, cast, bandages, etc.

Section 2. Mechanical/Pipe Trades Safety Committee. A Mechanical Pipe Trades Safety Committee is established. The Committee shall consist of an equal number of representatives of labor and management, with the mission to make the goal of zero accidents a direct line management responsibility from the Chief Executive Officer to and including the workers at the jobsite and shop. The Committee will address all safety issues, including:

- Mandatory jobsite or shop safety meetings
- Drug and alcohol testing
- Development of required safety checklists
- Pre-employment testing for pre-apprentices
- Required industry model safety programs
- Hazardous communications (Right-to-Know requirements)
- Asbestos handling and communications requirements
- Second-injury fund participation
- Pre-employment medical exams
- Incentives for safety performance
- Continuing education
- Required journeyman training
- Mandatory Employer safety audits
- Collectively bargained workers' compensation

Section 3. Journeyman Education.

- (a) The Joint Apprenticeship Committee shall conduct a minimum of six combination Right-to-Know/AWAIR classes per year. Employees are required to attend and complete one of the classes per year. Employees shall be compensated at the straight-time rate for time spent in the Right-to-Know/AWAIR class. The Joint Apprenticeship Committee shall provide food and refreshments and the Industry Fund shall supply all written materials. The facility for the training will be Dunwoody Industrial Institute or the Union Hall.

- (b) The Joint Apprenticeship Committee shall conduct Code Certification Update classes for all journeymen. Certificates of completion shall be provided.
- (c) The Joint Apprenticeship Committee shall advertise and conduct OSHA 10-hour construction classes.

ARTICLE VIII - Hours of Work, Overtime, and Holidays

Section 1. Hours of Work. Eight (8) consecutive hours of work between the hours of 7:00 a.m. and 4:30 p.m., with one-half (½) hour for lunch, shall constitute a **work day**. If required by the general contractor or owner, and approved by the Union and employee, the work day may start as early as 6:00 a.m. Five (5) working days, Monday through Friday inclusive, totaling forty (40) hours, shall constitute a **work week**. Ten (10) consecutive hours of work between the hours of 6:00 a. m and 6:30 p.m., four (4) consecutive working days, Monday through Friday, totaling forty (40) hours shall constitute a work week by mutual agreement between the union and the employer. The work day and work week is defined herein only for the purpose of computing overtime.

When an employee is required to work in excess of a ten (10) hour day, he shall receive a thirty (30) minute meal break without loss of pay. For each two (2) hours of work thereafter, he shall receive a break period of fifteen (15) minutes without loss of pay.

Section 2. Overtime. Overtime rates shall apply as follows:

- (a) All composite work with pipefitters on waste water treatment plants, performed on Saturday, is paid at the double time rate.
- (b) On all industrial or commercial projects when working for the same company on the same jobsite with pipefitters, plumbers shall be paid double time.
- (c) All work performed after 50 hours in one workweek shall be paid at the double time rate.

Section 3. Emergency Work. Emergency work shall be defined as that which is for the protection of life, health, and property.

Such emergency work, not covered by the supplement, performed on Saturday morning shall be paid for at one and one-half (1½) times the basic hourly rate of pay, provided that the employee is called after 8:00 a.m. on Saturday to perform such emergency work.

Section 4. Holidays. Holidays shall be defined as, and observed within the territory covered by this agreement as: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or the day observed as such.

No work shall be performed on Labor Day except in case of emergency as herein before defined. Labor Day shall be a paid holiday. The employee shall be paid at the regular rate of pay.

If the employee is laid off within ten (10) working days prior to the day observed as a holiday, the employer will pay said holiday pay to the former employee if still unemployed.

Section 5. Shift Work. Shift work may be performed at the option of the Employer. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive days. The day shift shall work a regular eight hour shift as outlined in this Article. Employees working the second or third shift shall receive pay for the actual hours worked. The hourly rate for men on the second or third shift shall be fifteen percent (15%) over and above the wage and fringe benefit package.

Shift work starting times:

First shift	7:00 a.m.
Second shift	3:00 p.m. to 5:00 p.m. (not earlier than 3:00 p.m.)
Third shift	11:00 p.m. to 1:00 a.m. (not earlier than 11:00 p.m. and not later than 1:00 a.m.)

In excess of eight (8) hours on first shift shall be time-and-one-half (1½). In excess of eight (8) hours on second and third shift shall be double time. Second shift excess of eight (8) hours shall be paid double time after midnight. Shift schedules and provisions may be revised when mutually agreed to by the Employer and the Union.

Reporting pay on shift work — same as Article IX.

Section 6. Standby Pay. Standby pay will be as agreed to by the Employer and Employee, and approved by the local union's business manager.

OVERTIME CHART

	Service	Emergency	Other
Monday through Friday			
• First 8 hour workday	ST	ST	ST
• First 2 hours after scheduled workday	T½	T½	T½
• After first 2 hours of overtime	T½	T½	DT
Saturday			
• First 8 hours	T½	T½	T½
• After first 8 hours	DT	DT	DT
Sunday	DT	T½	DT
Holiday	DT	DT	DT

ARTICLE IX - Reporting Pay

Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the established hourly rate unless he has been notified before leaving his home not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. However, the exception shall be when weather or strike conditions make it impossible to put such an employee to work where stoppage of work is occasioned thereby, or when an employee leaves work on his own accord.

In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay, unless released by the Employer, his agent, or foreman. After starting to work, if work is stopped because of weather or strike conditions, the employee shall receive pay for the actual time on the job but in no event less than two (2) hours.

Subject to the conditions above, new employees who report for work will be allowed normal travel time to get from the Union Hall to the job or shop on their first day of employment, and those who work more than four (4) hours shall receive not less than eight (8) hours pay at straight time unless they leave the job of their own accord.

ARTICLE X - Payday

Section 1. Wages at the established rates shall be paid in the shop or on the job before quitting time once a week and on a working day not later than four (4) working days (excluding Saturdays, Sundays, and holidays) after the close of the period for which wages are due except

that men terminated will be paid in full at the time of termination. This also applies to employees that are laid-off or terminated by the employer. The employer will be responsible to pay two (2) hours pay for every working day (excluding Saturdays, Sundays and holidays) that the employee has to wait.

Section 2. By mutual agreement between the Employer, employee, and Union, payment may be made by direct deposit or checks may be mailed to the employee at an address designated by him, EXCEPT UPON TERMINATION.

ARTICLE XI - Apprentices

Section 1. The term "apprentice" as used in this agreement shall mean only those persons who have signed an Apprentice Agreement with the Joint Apprenticeship Committee operating under a trust agreement created by the parties hereto. No apprentice shall work as a journeyman until certified as a journeyman by the Joint Apprenticeship Committee.

Every shop may have one apprentice if one or more journeymen are employed steadily.

Any employer having more than three (3) journeymen employed shall be required to employ at least one (1) apprentice, if available.

Apprentices shall be employed on the ratio of one (1) apprentice for the first (1) journeymen and one (1) apprentice for every three (3) journeymen or fraction thereof.

Apprentices on residential work, up to quad homes, shall be employed in the ratio of one (1) apprentice for every three (3) journeymen, or fraction thereof.

Apprentices shall be laid off in the same ratio as employed.

Apprentices shall be used on the job in the same ratio as employed.

No apprentice shall work alone but will always be under the supervision of a journeyman.

Welding is a tool of the trade; however, welding is only a small portion of an apprentice's training. First, second, and third year apprentices shall not be used to take the place of a journeyman welder.

At times when journeymen welders are unavailable, qualified fourth year apprentices may be provided by the Union as probationary journeymen welders.

The Joint Apprenticeship Committee will retain the services of a full-time coordinator. The 3¢ per hour contribution added to the JAC Fund on May 1, 1991 is intended as funding for the coordinator position.

MMCA will receive an additional management trustee position on the Joint Apprenticeship Committee for a total of two representatives of the four management trustees.

Section 2. The employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Committee provided for in other provisions of this Agreement.

Selection, schooling, and on-the-job training of all present and future apprentices shall be under the control of the Joint Apprenticeship Committee, which shall conduct its program in accordance with the requirements of the Apprenticeship Agreement and Declaration of Trust between the Association and Union.

Apprentice Rates of Pay

Based on Journeyman rate of \$30.35 per hour.

Wage scale effective May 1, 2008

	1st Year (45%)	2nd Year (55%)	3rd Year (65%)	4th Year (75%)	5th Year (85%)
Base Wage*	\$13.66	\$16.69	\$19.73	\$22.76	\$25.80
Working Fee*	.72	.72	.72	.72	.72
Bldg Trades Credit Union*	3.20	3.20	5.00	6.00	6.00
Health and Welfare	7.29	7.29	7.29	7.29	7.29
Retiree Health Trust	2.15	2.15	2.15	2.15	2.15
Pension	.00	1.54	2.34	2.34	2.34
Pension Supplement	.50	.50	.75	.75	.75
UA Pension	2.25	2.25	2.25	2.25	2.25
Apprenticeship Training	.55	.55	.55	.55	.55
International Training Fund	.10	.10	.10	.10	.10
Industry Fund	.11	.11	.11	.11	.11
Total Package	\$30.53	\$35.10	\$40.99	\$45.02	\$48.06

*Taxable

ARTICLE XII – Benefit Funds

It is understood that the Pension Supplement Plan provided for herein is a defined contribution plan and the Employer’s obligations shall be limited to payment of contribution.

In the event that the Health & Welfare program is abolished and the employer is no longer required by contract or by law to contribute toward the financing of such similar benefits for the employees and their dependents, either through government programs or private programs, then the sum specified in the contract to finance the Health & Welfare program shall thereafter be added to the wages paid to individual employees.

A. Health and Welfare Fund

The Employer shall bear the entire cost of financing and administering the Health and Welfare Fund, through payments to be made for all employees working within the jurisdiction of the Union in the amounts as set forth in Article V and XI. This fund shall be operated under a trust agreement executed by the parties.

The fund may include non-bargaining unit office personnel of participating Employers as permitted by law.

B. Credit Union

Each employee is required to take a vacation of at least seven (7) consecutive days within a twelve (12) month period following May 1. No more than twenty percent (20%) of the employees (of that trade) shall go on vacation at any one time, where possible, unless mutually agreed upon. In cases where two (2) or more employees request a vacation period at the same time, the employee with the longest period of employment with the particular employer shall have preference. No employee shall do gainful work in the plumbing and pipefitting industry while on vacation.

The above applies to employees covered by the terms of this Agreement when employed by an Employer signatory to this Agreement.

C. Pension/Pension Supplement Plans

The Employer shall bear the entire cost of financing and administering the Pension/Pension Supplement Plans, through payments to be made for all employees working within the jurisdiction of the Union in the amounts as set forth in Article V and XI. These plans shall be operated under a trust agreement executed by the parties. The Pension Supplement Plan amounts, as set forth in Article V and XI, may be increased at the option of the employee, from wages, subject to a defined contribution plan set up by the Trustees of the Pension Trust Office and IRS approval.

It is understood that the Pension Supplement Plan provided for herein is a defined contribution plan and the Employer's obligations shall be limited to payment of contribution.

D. National Pension Plan

Amended Standard Form of Participation Agreement

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those employees (including apprentices) covered by the Collective Bargaining Agreement between the parties.

1.
 - a. Commencing with the first day of May, 1985, and for the duration of the current Collective Bargaining Agreement between the said parties, any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee in each classification in accordance with the said Collective Bargaining Agreement.
 - b. For each hour, or portion thereof, for which an employee receives pay, the Employer shall make the contribution set out in Articles V and XI to this Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
 - c. Contributions as set out above shall be paid starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
 - d. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employers, by signing the Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement, providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.
2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have a qualified representative audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.
4. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees

which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
- E. As part of this working agreement, the Union and Employer agree that the Twin City Pipe Trades District Council #3, through their delegates, will have the authority to make any changes they deem necessary, to the amounts of contributions to the funds that are part of the Twin City Pipe Trades Service Association.
- F. International Training Fund. The undersigned Employer and Union agree that the Employer shall make training contributions to the International Training Fund in accordance with the terms of this agreement and the Contribution Collection Agreement for the International Training Fund on behalf of those employees (including apprentices) covered by the Collective Bargaining Agreement between the parties.
- G. United Association Political Action Committee.
- H. Minnesota Pipe Trades Organizing Fund.
- I. Retiree Health Trust.

ARTICLE XIII - Payments by Employer

Section 1. Failure by an Employer to pay wages as stated herein, or failure to pay when due the other required payments stated in Articles V and XI, shall constitute a breach of this Agreement, and the Union involved shall have all the rights afforded to it by law for such breach of this Agreement, including picketing and refusing to work, in addition to and in no way limited by, the grievance and arbitration procedures set forth in Article XXII herein.

The Employer shall pay the other required payments referred to above on or before the 20th day of the succeeding month. If the payments are not received in the bank depository by this date, the payment shall be considered delinquent.

Section 2. The Employer herein agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the trustees of the various benefit funds, as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made part of this agreement. The said trust agreements and rules shall be available for inspection during business hours by all Employers and Unions at the offices of the trustees of said funds. The Employers subject to this agreement shall report and pay to the designated office of the benefit funds all contributions required under this agreement on a periodic basis as determined by said trustees.

Section 3. In the event of default by any Employer in making said contributions and payments, the trustees or the Unions involved, acting on behalf of the Union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default.

Employers who are delinquent twice in paying required payments within a twelve month period, shall pay a delinquent fee of 3% of the fringe benefit amount for each month that they are delinquent. In addition to the delinquent fee, the Employer agrees to pay interest at the prime rate per annum on any wages or other payments in default, plus all actual collection costs, including reasonable attorneys' fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this agreement, including but not limited to picketing and refusing to work. Said contributions and payments, for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

Section 4. The Employer herein agrees that he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions and other payments when due herein in the event (a) any joint venture in which he participates with one or more other employers under a separate or different name, or (b) any other party using his license in any manner, directly or indirectly, fails to make such payments when due, notwithstanding that such joint venture or other party operates as a partnership, association or corporation or operates under a name or style which is similar or different from the name ordinarily used by the Employer herein, and irrespective of his right to reimbursement from others.

Section 5. Bonding Delinquent Employers and Weekly Payments. In the event that an Employer fails or refuses to pay any of the payments due to the fringe benefit funds as outlined in Articles V and XI and is therefore in default, such defaulting Employer, within seven (7) days shall:

- pay all arrearages owing to said fund or any of them and
- post a bond approved by and deposited with the Twin City Pipe Trades Service Association or deposit cash in an amount fixed by the Service Association, conditioned and sufficient to pay all of the payments due to all of said funds for a period of at least three (3) months in advance, and
- pay contributions once a week not later than three (3) working days (excluding Saturdays, Sundays, and holidays) after the close of the period for which contributions are due.

Such bond and weekly payment requirements shall continue for a period of not less than twenty four (24) months. If the Service Association is required to seek an injunction from the United States District Court to impose the bond and weekly payment obligations, then such bonding and weekly payment requirements shall be permanent.

If the Employer defaults in posting said bond or cash equivalent, or if the Employer defaults in timely payments of required weekly contributions, the Union may, upon written notice, refuse to work and/or cancel and terminate forthwith this Agreement with such Employer.

The Service Association is also authorized, in its sole and exclusive discretion, to require an Employer who is late in making any required fringe benefit contribution payments to post a bond or the cash equivalent in an amount that is less than the amount required to secure three months future contributions, such amount to be determined in the sole discretion of the Service Association, without requiring weekly contributions. The Employer shall post the required bond or cash equivalent within seven (7) days of demand by the Service Association (or such longer period as the Service association may authorize in its sole discretion). If the Employer fails to post such bond, or maintain it, including if the Service Association is required to draw against it for the Employer's contribution obligations, then the Service Association is authorized to obtain an injunction requiring a bond for three months contributions and weekly contribution payments.

The Service Association is further authorized, in its sole and exclusive discretion, to require an Employer who has incurred an event of financial insecurity to post a bond or the cash equivalent in an amount of up to two months future contributions, such amount to be determined in the sole discretion of the Service Association. The Employer shall post the required bond or cash equivalent with in seven (7) days of demand by the Service Association (or such longer period as the Service Association may authorize in its sole discretion). If the Employer fails to post such bond, or maintain it, including if the Service Association is required to draw against it for the Employer's contribution obligations, then the Service Association is authorized to obtain an injunction requiring a bond for three months contributions and weekly contribution payments. Evens of financial insecurity shall mean events which include, but is not limited to, missing employee payrolls, having checks issued by the Employer dishonored at a financial institution, loosing credit at a supplier, or making a fringe benefit contribution payment late.

Section 6. Consistent with the provisions of the fringe benefit trust agreements, an employer who fails to make the required fringe benefit contributions by the 15th of the month following the month from which contributions are due shall be assessed a liquidated damage of 3% of the unpaid fringe benefit contributions due, payable as additional fringe benefit contributions. If payment of delinquent contributions is not received within ten days of the 15th due date, an additional 7% liquidated damage assessment shall be due from the delinquent employer, also payable as additional fringe benefit contributions. The union shall have all of its same rights and remedies with respect to liquidated damages which remain unpaid after the 15th of the month following the date on which such liquidated damages were incurred as the union has with respect to any other unpaid fringe benefit obligation.

ARTICLE XIV - Industry Fund

Section 1. The Employer shall pay the Minnesota Mechanical Contractors Industry Fund the sum of eleven cents (11¢) per hour for every hour worked, including overtime hours, by journeymen, foremen and general foremen and apprentices and employees engaged in or performing the duties of any of them within the jurisdiction of the Union.

Section 2. The payments so made shall be used for industry promotional and related purposes, in accordance with the Trust Agreement of the Minnesota Mechanical Contractors Industry Fund.

Section 3. The Employer agrees to abide by the Trust Agreement developed and administered by the Minnesota Mechanical Contractors Association and accepts the Trustees selected and appointed in accordance with the Trust as representatives and to administer the funds in the possession of the Fund.

ARTICLE XV - Conditions of Employment

Section 1. Tools and Protective Equipment. No tools or equipment shall be furnished by the employee by loan, rental or otherwise, with the exception that each employee shall furnish his own ruler.

Whenever employees covered by this agreement are exposed to working conditions that could be injurious to their health, special protective clothing and equipment shall be furnished by the Employer. This would include masks for gases and toxic fumes and rubber boots for working in ditches under wet conditions. All equipment used in the process of welding shall be furnished by the Employer, such as leather gloves, leather sleeves and jackets, welding goggles and helmets, helmet lenses and glasses, grinding glasses, hard hats and liners.

All employees shall accept the responsibility for the proper care of all tools and/or equipment furnished by the Employer. All tools and/or equipment shall be properly marked by the Employer who shall provide a secure and safe place for storage when said tools and/or equipment are not in use. Any tool loss shall be reported immediately by the employee to his foreman or Employer. After thorough investigation, and prior notification to the Union, if the loss is determined due through negligence of the employee, proper compensation shall be made to the Employer within a reasonable amount of time. Any dispute between the Employer and employee arising out of this provision shall be determined as provided in Article XXII.

Section 2. Responsibility for Work. Any work installed incorrectly through the negligence of the journeyman shall be corrected by the journeyman on his own time or by paying for the time of another journeyman correcting same, provided that the journeyman, if at fault, has been given an opportunity to correct such faulty workmanship himself.

Section 3. Other Conditions of Employment. Journeymen and registered apprentices, parties to and recognized under this agreement, shall not be required as a condition of employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment, or materials from shop to job, from job to job, or from job to shop; facilities for such transportation shall be provided by the Employer.

No master or employee shall drive a truck in pursuit of his craft unless the truck bears the name of the Employer. No master or employee doing the work that comes under the Union's jurisdiction shall drive a vehicle in pursuit of his craft unless the vehicle bears the name of the Employer in letters not less than three inches (3") in height and permanently affixed to the vehicle. Any employee who drives a company vehicle must have a valid driver's license.

If the Employer violates the above paragraph, he will be notified of the violation by a registered letter from the Union. If, within 30 days, the violation is not corrected, he will be assessed twenty dollars (\$20.00) a day and thereafter, as per the grievance procedure in Article XXII.

No employee shall directly or indirectly, or by a subterfuge, contract any work covered by the terms of this agreement. No Employer shall directly or indirectly, or by any subterfuge, sublet or contract to members of the Union all or any part of the labor services required by any contract of such Employer.

Section 4. Any employee who drives a company vehicle as part of the job, must have and maintain a valid driver's license or limited license issued under Minnesota Statutes section 171.30.

ARTICLE XVI - Employer's Responsibility

Section 1. Employer shall carry and keep in force Workers' Compensation Insurance for the benefit of members of the Union and shall also pay the Employer's share of state and federal Unemployment and Social Security taxes upon all wages paid employees under this agreement.

Section 2. Employer shall at all times keep on file a certificate from a responsible insurance company doing business in Minnesota, showing such adequate Workers' Compensation Insurance carried in force and effect. Such Workers' Compensation Insurance Certificate will be available to the Union representatives for inspection when asked for and a copy sent to the Union representative when so requested.

Section 3. Each Employer shall maintain a record available to any interested party, of his state and federal Social Security individual tax number.

Section 4. Employers exempt by law but permitted voluntarily to qualify their employees for Unemployment Compensation benefits shall so qualify their employees and pay on their behalf the required contributions throughout the life of this agreement.

Section 5. The Employer shall furnish each employee with time card forms and shall see to it that each employee fills in his time card showing actual hours worked each pay period and that he signs the same, and the Employer shall keep these time cards and payroll records in his office, open for inspection by representatives of the Union and/or Representatives of the Twin City Pipe Trades Service Association at any time during business hours, for a period of one (1) year from the date of each time card.

Section 6. It shall be the Employer's responsibility to notify the Association Office of any work covered by the jurisdiction of the union that is not in the mechanical contractor's specifications at bid time. This includes all bathroom backing accessories, and toilet room and shower room accessories.

If the backing and accessories are not included in the mechanical specifications at bid time, the mechanical contractor awarded the job, will work with the union to secure this work for Local #15's members either by a pre-job meeting or after bid negotiations with the general contractor. In return the union will provide pre-apprentices and 1st year apprentices, when available, for this work.

Note: Plumber and Carpenters unions have local and national agreements awarding this work to the plumber. This working agreement also assigns the work to plumbers.

Section 7. No Employer shall own, have an interest in, or hold a license for any company doing plumbing, pipefitting, or work covered by this agreement unless the company hires men in this bargaining unit.

Section 8. All contractors who are participants in the Twin City Pipe Trades Fringe Benefits shall pay the entire contribution package as agreed to between the Twin City Pipe Trades Benefit Funds and Plumbers Local Union #15.

Section 9. It is the responsibility of the employer to fill out and return to Plumbers Local #15 prevailing wage forms for counties within the jurisdiction of Plumbers Local #15.

Section 10. In the event the parties establish a joint Workers' Compensation fund, employers and employees covered by this Agreement shall direct contributions and earnings within guidelines established under a trust agreement executed by the parties.

ARTICLE XVII - Union Representation and Access to Jobs

Section 1. Authorized representatives of the Union shall have access to jobs where employees covered by this agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work and further provided, such Union representative complies with rules of the owner or agent of the owner.

Section 2. A Steward shall be a working journeyman in good standing to be appointed by the Business Manager of the Local Union. The Employer or his representative at the jobsite shall be notified of such appointment. The Steward shall not be interfered with in the reasonable performance of his duties provided such duties are performed expeditiously as possible. However, such duties shall not include referral, hiring or termination of employees. The Employer will meet with the Union prior to discharging a Steward for cause.

Section 3. When a contractor has twenty (20) or more employees covered under this agreement on any one job, the Steward shall be paid fifty cents (50¢) per hour over the journeyman basic rate of pay.

Section 4. The Steward shall be advised when overtime is to be worked unless the overtime results from an emergency.

Section 5. The Steward will not be dismissed for protecting the jurisdiction and working conditions as defined in this agreement. Any violation shall first be brought to the Steward of the trade involved; if not resolved then, it should be brought to the attention of the Foreman, Employer, and Business Representative.

Section 6. The Steward shall remain on the job as long as there is work in his particular classification which he is qualified to perform and so long as there are three (3) men on the job.

ARTICLE XVIII - Supervision

Section 1. The appointment of general foremen and/or foremen is the responsibility of the Employer in keeping with this agreement. Foremen shall not be restricted from working with the tools.

On projects where the total plumbing labor is 160 hours or more, at least one employee shall be required to be a foreman.

When three (3) journeymen and/or apprentices are employed on any one job, one employee shall be a foreman.

When ten (10) journeymen and/or apprentices are employed on any one job and one member of the crew is a foreman, then a general foreman shall be employed. For each six (6) additional journeymen and/or apprentices employed on such job, an additional foreman shall be added.

A general foreman is one in charge where other foremen are required to work as foremen under his supervision.

No foreman shall supervise journeymen on more than one job as defined in this section at any one time, with this exception: He may supervise more than one job providing all the journeymen and/or apprentices under his supervision are working on the same job.

ARTICLE XIX - Fabrication and Work Preservation

Section 1. Refusal to pass through a lawfully permitted picket line will not constitute a violation of the agreement.

Section 2. As a primary working condition, it is agreed that the following items and work shall be fabricated or performed on the jobsite or in the shop of the Employer signatory hereto by employees covered by this agreement:

- A. Piping that is not necessarily attached at the factory, is not lined or pickled, or is not available as a standard fitting or can be bent or formed with portable equipment.

- B. All piping beyond the gas and oil burner proper on boilers; and boiler trim piping. Handling and setting of equipment under the jurisdiction of the United Association Pipe Trades and in accordance with agreements with the International Carpenters Union, the International Sheet Metal Union and the International Boilermakers Union.
- C. All cutting, threading, welding and fabricating of pipe formations, hangers and supports, such as mains, branches, stacks or risers for plumbing and piping systems consisting of materials which convey water, steam, waste, air, vent, gas and oil.
- D. The Joint Labor Board provided in Article XXII, Section 2, shall have the authority to amend the list of fabricated items, in accordance with the conditions provided in this Article. The actions of the labor board to amend said list shall be effective upon at least four (4) affirmative votes of the members of the said board. The actions of the board shall be put into writing, signed by the members agreeing to said action, and filed with the Union and the Employer Association.

Section 3. No employee covered by this agreement will be expected to work, or required to work, on any job or project on which a worker or person is performing any work within the said jurisdiction of the contracting union if said worker or person is performing such work for wages or hours or under any conditions of employment which are less favorable to employees than those established by this agreement, provided further that the Employer shall receive notice twenty-four (24) hours before any employee asserts any right herein contained. The parties hereto agree to meet immediately upon request with respect to any matter arising under this paragraph.

This section shall not be construed to limit in any manner the persons who may be Employers or contractors under this agreement and any person or contractor (lawfully qualified) whether or not a member of the Association, shall be, by becoming a signatory hereto, entitled to receive the benefits of and assume the obligations of this agreement.

Jurisdiction of the Union shall mean jurisdiction as outlined in the Trade Line Agreement between Plumbers Local Union #15 and Pipefitters Local #539 and the Constitution, By-Laws, Rules of Order and Jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, and as amplified by the Atlanta and Rochester decision referred to therein. Specifically, but without limitation, jurisdiction shall include the following:

All piping (including all pipe formations, component parts, and controls) for the installation of the following systems:

- Plumbing, heating, air conditioning, hydraulic, pneumatic, generating, instrument, ash collecting, conveying, sterilizing, chemical treatment, deodorizing, cleaning, laundry, oil, gas, gasoline and refrigeration, ice making, humidifying, dehumidifying, dehydrating and all process piping of every description.
- The handling, setting, and erecting of all equipment in conjunction with the systems listed above.

- The installation of all supports, brackets, and hangers for above-listed systems and equipment.
- The installation of all sealing material between pipes penetrating walls, ceilings, or floors to contain water, air or fire, excluding concrete fill in chases.
- The installation and maintenance of all temporary heating systems where piping systems are necessary.
- The start-up of all automatic firing, refrigeration, and air conditioning equipment.

The foregoing paragraphs shall be subject to national tradeline agreement between the United Association and other building trades unions, or in decision of record in the so-called "Green Book" which the United Association has participated in and agreed to.

Notwithstanding any other provisions in this section, the Employer may purchase and install "manufactured components" which are to become part of the plumbing and piping system if said components are specified by the owner, for the purpose of factory pretesting for factory warranty protection.

ARTICLE XX - Fair Standards

Section 1. There will be no subcontracting of work historically performed within the bargaining unit except to other Employers signatory to this agreement.

Section 2. No self-employed member of the Union who is working with the tools shall employ another self-employed member of the Union who is working with the tools on any work under the jurisdiction of the United Association.

Section 3. No Employer shall be considered a fair employer unless he maintains a shop in a commercial zone and steadily employs one or more journeymen.

Only one member of any firm, partnership, company or corporation, be he apprentice, journeyman or master plumber, shall be permitted to work with the tools but in no case shall such person work on new construction or any job which requires more than a total of four (4) hours of labor to complete.

Section 4. No Employer having a license or a certificate of competency in the fields of plumbing or gasfitting, as required by the state and/or any municipality, shall furnish or make such license or certificate available to any other person or company for any purpose. It is agreed that such practice shall constitute a breach of this agreement and the Union, in such case, shall have the right to any and all remedies available to it on account of such breach, including but no limited to picketing and refusing to work.

Section 5. No employee working under the conditions of this agreement will provide his master's license for any company without first notifying the Local Union in writing.

Section 6. Uniformity of Conditions. It is the purpose and intention of the parties to stabilize wages and working conditions within this industry in a manner fair to both employees and employers alike. In the event, however, that it may become necessary for the union to negotiate and agree on terms and conditions of employment more favorable to any employer than herein provided, these more favorable terms and conditions shall immediately become operative for all employers covered by this agreement. This provision shall not apply to specialty fields of work.

Section 7. Mechanical Industry Substance Abuse Committee. A joint labor-management committee shall be established to address drug testing requirements and issues.

Section 8. Contractor/Plumber Standing Committee. This Committee is organized as a Labor-Management committee to communicate on labor-management relations, job conditions, job security, safety, competitiveness, productivity, organizational effectiveness, economic development and any other pertinent topic.

Members of the Committee will consist of representatives of the contractors in the Association and members of the Union. The Committee will meet quarterly.

Section 9. No self-employed member of the union who works with the tools may employ another self-employed member who works with the tools.

ARTICLE XXI - Savings Clause

If any provision of this agreement shall by official governmental authority, order or court decisions be declared invalid, then such invalid provision shall be of no force or effect. In lieu thereof, the parties shall thereafter negotiate a valid provision.

ARTICLE XXII - Grievances, Disputes, and Arbitration

Section 1. First Step. Any dispute or controversy arising over the interpretation of or adherence to the terms and provisions of this agreement shall be settled by negotiation between the Union and the Employer. Any controversy which cannot be so settled shall be referred to the Joint Labor Board within one (1) week.

A person signatory to this agreement or for whose benefit this agreement is made who is not a member of the Employer Association or the Union at the time of the grievance shall be entitled to appear on his own behalf or be represented at his own expense before the Joint Labor Board.

Section 2. Second Step—Joint Labor Board. A Committee shall be appointed or elected upon the execution of this agreement to be known as the Joint Labor Board. Said Board shall consist of six (6) members, three (3) members to be appointed or elected each by the Employer Association

and the Union. Executive Vice President of the Association and the Business Manager and/or Agents shall be ex-officio members of the Board without vote.

Each member shall serve upon said Board until his successor is appointed or elected by the party appointing or electing him. Said Board shall have the power:

- a. To make rules and regulations for the conduct of its business, including provisions for defraying the expense of the Board in the administration and enforcement of this agreement.
- b. To construe and apply the terms of this agreement to effectuate the purpose for which it is made.
- c. To investigate, hear, determine, and settle any dispute or controversy arising out of, connected with, or pertaining to the terms, provisions, and conditions of this agreement.
- d. To award damages and assess costs and expenses for any breach or violation of this agreement and to levy reasonable penalties where necessary to enforce the terms of this agreement. Said damages, costs, expenses, and penalties shall be disposed of as directed by the Joint Labor Board.
- e. In the case of grievance involving loss of time or wages, the parties may agree, or the Joint Labor Board may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party, except that retroactive wages lost shall not be awarded if the grievance was not submitted by the aggrieved party to the other party in writing within a reasonable period of time.

Section 3. Third Step—Appeal from Decision of Joint Labor Board. Any person for whose benefit this agreement is made, who is aggrieved by the decision or award of the Joint Labor Board or its failure to reach a decision within two (2) weeks may as herein provided within one (1) week after written notice of said decision of award, or lapse of said time without action, may appeal and submit the same to the Neutral Arbitrator as provided herein. Notice of appeal shall be in writing and be served within the said one (1) week, upon the opposing party to the dispute and upon any two members of the Joint Labor Board, of whom one must be an Employer representative and the other a Union representative, in the manner provided for the service of summons in the district courts of Minnesota.

Section 4. The parties in dispute shall select a neutral arbitrator. If they cannot agree within one (1) week, then the State Labor Conciliator, upon request of either party, shall designate five (5) persons from whom one shall be selected as said neutral arbitrator in the following manner: Each side shall in rotation strike one name until four are eliminated leaving the fifth or the neutral arbitrator. The side entitled to the first strike shall be determined by lot.

Section 5. The Neutral Arbitrator shall, within five (5) days of notification of his selection, establish a date, time and place for hearing, which hearing shall be held within ten (10) days of such notification. The Neutral Arbitrator shall determine the matter de novo upon the evidence submitted at the hearing and shall render his decision within two (2) weeks of the date of hearing. The Neutral Arbitrator may affirm, reverse, or modify the decision of the Joint Labor Board; provided, however,

that he may not levy any penalty in an amount which exceeds that determined by the Joint Labor Board. The decision of the Neutral Arbitrator shall be final and binding on both parties. If the dispute is in regard to hours or wages, the settlement shall be retroactive as of the date of violation; provided, however, that any award of damages shall be made in accordance with Section 2e of this Article.

If any party to the proceeding fails to name the arbitrator within two (2) weeks, the other party may proceed as by default within any resultant award equally effective as if full participation by all parties had been had.

Section 6. Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitrator shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

Section 7. Should any person fail to comply with the award of the Neutral Arbitrator as herein provided, upon demand, the parties hereto may proceed as provided in Chapter 572 of the Minnesota Statutes as amended.

Section 8. In recognition of work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other building trades organizations shall be adjusted in accordance with the procedure established by the National Joint Board of Jurisdictional Disputes or any successor agency of the Building Trades Department.

Section 9. Any notice or period or other limitation of time may be extended by mutual written consent of the parties.

Section 10. Failure of either party to comply with any final decision or award under these grievance procedures shall be considered a breach of this agreement and the other party shall have recourse to any legal remedy, including injunction, and in addition, the Union in such case shall have the right to picket or refuse to work, or to cancel this agreement.

Section 11. Nothing contained in this Article XXII shall prevent the Union or any employee from picketing or refusing to work in case of breach of this Agreement as defined in Sections 1, 3, 5, and 6 of Article XIII or in Section 4 of Article XX.

ARTICLE XXIII - Maintenance Agreement

A maintenance agreement shall be made available to all Employers signatory to this agreement whereby journeymen and apprentices from the other mechanical trades and sheet metal, as per agreement and letters exchanged, shall be made available to them and from them through their respective Employers or independently if agreed upon by the respective unions.

ARTICLE XXIV - Work Stoppage

When a work stoppage occurs on a jobsite and Journeymen are assigned to other nonstruck projects, either by the Union or the Employer, the Union must recommend Journeymen return to former Employer. Apprentices will follow Apprenticeship Standards. There shall be no violations of the agreement if the men do not want to go back to their former Employer. Supervisory personnel will be permitted right to cross picket line to secure tools and equipment of Employer. The Unions request the Employer to inform the Union of the specific job so that they can contract the striking union and get the okay.

ARTICLE XXV - Shorter Work Week

During the months of November, December, January, and February when ten percent (10%) of the working members of the Union are unemployed, the Employers Association and the Union may, by mutual agreement, revert to a shorter work week.

ARTICLE XXVI - Portability

The Employer has the freedom to move an unlimited number of employees in and out of any Local Union's jurisdiction in the State of Minnesota. The Employer will be responsible for reporting work in the area to the Local Union and paying travel card fees of the traveling member(s). Job targeting funds and union project agreements can only be utilized for local union members.

The Employer may assign, on a per-job basis, employees from the St. Paul Plumber Local #34 jurisdiction to work on jobsites covered by this Agreement provided prior notification is given by the Employer and approval is granted by the Minneapolis Plumbers Local 15. Any violation of this section may be referred to the grievance procedures specified in Article XXII.

ARTICLE XXVII - Drug Testing

Section 1. Employees, referrals from the union, or applicants for employment (hereinafter, "employees") who possess alcohol or drugs on the jobsite, except for medication prescribed by the employee's physician or over-the-counter medication, and employees functionally impaired from performing their job due to alcohol and/or drugs, may be barred from the jobsite subject to the terms below.

Section 2. Employee Testing.

- (a) Objective Basis Testing. An employee on the jobsite may be required to submit to a chemical test which demonstrates on-site impairment if a reasonable, objective basis exists to believe that the employee is impaired on the jobsite. A reasonable, objective basis will exist under the following circumstances:

- (1) A firsthand observation is made of the employee's job impairment, and documented in writing prior to any tests.
 - (2) The employee's conduct or actions indicating alleged impairment shall be observed and documented in writing by one supervisor and one United Association member on the jobsite.
 - (3) A determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by a physician or health care professional qualified to make such a determination following a consultation with the employee. The cost of the wages and test during the medical consultation will be provided by the employer. Persons refusing to submit, under the aforementioned circumstances, to a test which complies with the minimum procedural guidelines contained in the state law, may be barred from the jobsite subject to the terms below.
- (b) Pre-Placement Testing. A pre-placement drug test may be administered to all applicants for employment pursuant to Minn. Stat. § 181.951, Subd. 2, provided a conditional offer of employment has been extended. If pre-placement testing is conducted, all applicants conditionally offered employment must be tested. The employee will be provided a list of approved collection stations by the MRO.

Employees who undergo pre-placement testing will not be subject to an alcohol test in accordance with the Minnesota Non-Work Activity Statute, Minn. Stat. § 181.938 et seq. An employer may withdraw a job offer made contingent on the applicant passing a drug test where an applicant tests positive for drugs on an initial screening test that has been verified by a confirmatory test or where an applicant refuses to submit to a test or alters a test sample. No employee who previously, pursuant to this Policy, has been subjected to a drug test, the verified results of which were negative, shall be requested or required to undergo a pre-placement test pursuant to this Policy.

- (c) Post Incident Testing. Employees shall be tested for the presence of drugs or alcohol if the employee sustains a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury or has caused a work-related accident or was operating or helping to operate power tools, machinery, equipment, or vehicles involved in a work-related accident. An employee subject to accident testing may be suspended pending the outcome of the results. Refusal to submit to an employer request for post-incident testing for the presence of alcohol or drugs shall constitute insubordination and is a violation of this Policy. A confirmed positive test is a violation of this Policy. Any employee having a negative test for incident testing will receive full back pay.
- (d) Work Opportunity Mandated Testing. In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on a project or perform work on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. This includes Federal and State requirements. In all cases where this

section applies to current employees, the Employer shall pay all cost involved with the drug test, and the test shall be performed during normal working hours at no loss of pay to the employee. In all cases where this section would require a new hire to be tested, the applicant shall be given a conditional offer of employment. The Employer shall pay all cost involved with the drug test, and all applicants who receive a negative test result shall be given a minimum of two hours pay.

Section 3. An employee determined to be impaired from alcohol or drugs on the jobsite, as a result of properly implemented medical tests described in this Agreement, will on first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The Employee Assistance Program will compile a list of local programs from which the employee may choose. The cost of such a program may be offset by the Health and Welfare program. If the employee enters such a program, his status as an employee will not be affected and he will be allowed continued access to the site under conditions established by the program. For purposes of this Agreement being "impaired from alcohol" is defined as a blood alcohol level in excess of the state standard giving rise to a legal presumption of intoxication. For purposes of this Agreement, being "impaired from illegal drugs" means that chemical testing results demonstrate on-site functional impairment in accordance with the state law to show or infer functional impairment.

Section 4. "Tests," as referred to in this Agreement, must follow the minimum procedural guidelines contained in the state law. Testing will be done by means of drug test strips (commonly called "quick test") or mass spectrometry. Should the test results when using test strips be non-negative the test shall be confirmed by mass spectrometry. The Employer shall pay all costs involved with the drug test.

Section 5. The affected employee should be advised of positive results by the Medical Review Officer and have the opportunity for explanation and discussion prior to the reporting of results to the Contractor, if feasible. The mechanism for accomplishing this should be clearly defined. The affected employee shall have the right to have his sample independently retested by a laboratory of his choice at his expense. If the independent retest indicates that the specimen does not contain levels of substance(s) in violation of the standards in Sections 4 and 5, the employee shall be put back to work immediately with reimbursement of full back pay and benefits.

Section 6. Employees taking prescription medication which according to their physician have physical or mental side effects which could cause impairment on the jobsite should report the medication to the MRO. This information shall remain confidential between the employee and the MRO. The Medical Review Officer shall in turn disclose any possible limitations on the employee's abilities to the Contractor, who after conferring with the Union shall then make reasonable accommodations for the limitations.

Section 7. Neither the Contractor, nor any of its medical personnel, supervisors, or other personnel, shall disclose any information regarding the fact of testing or the results of testing of any employer or employee.

Section 8. The rules and requirements contained in this Agreement shall apply to management and supervisory personnel to the same extent as other employees. The cost of the medical consultation will be paid by the Union.

Section 9. No employee shall be required to sign any waiver limiting liability of employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this agreement.

Section 10. The Union is not responsible for ascertaining or monitoring the alcohol or drug-free status of any employee or applicant for employment.

Section 11. The Union's role in the Contractor's alcohol and drug program is solely advisory. Nothing in this policy will make the Union liable to the Contractor, to any employee, or to any other person. The Contractor will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any death, injury or illness which occurs on, or is related to, the work covered by this program. The Contractor agrees that the Union will not be held responsible for the acts, or failure to act, tortious or otherwise, of those it refers.

Section 12. Grievance Procedure. All disputes involving the interpretation of this Policy and any discipline imposed for violations of this Policy shall be subject to the grievance procedure contained in the employee's Collective Bargaining Agreement.

Section 13. Clean Card-Testing Certification. An employee who undergoes a drug and alcohol test pursuant to this Policy, the results of which are negative, may be issued a testing certification card. The testing certification card shall be recognized by all signatory employers for one year. An employee's testing certification card shall automatically renew for one year after any drug or alcohol test conducted pursuant to Section 2(b) in which the employee tests negative. The clean card shall be the only evidence of testing. Loss of the clean card will result in retesting under the provisions Section 2(b) even if less than one year has passed since the last test.

Section 14. Payment of Wages: (1) Any employee required by an employer to provide a specimen(s) for drug or alcohol testing during scheduled work hours will be paid compensation and fringe benefits for the actual time away from work. Any employee who is required to provide a specimen(s) for drug or alcohol testing on the employee's own time will be paid two hours of wages and fringe benefits at the employee's straight-time hourly rate. (2) Should the test results be non-negative and the employee loses wages due to the initial non-negative test, the employer shall pay the employee for lost time at the straight time wage and fringe benefit rate if the confirmatory test is negative

Section 15. Medical Review Officer. The parties will appoint a Medical Review Officer (MRO) to administer this Policy. The responsibilities of the MRO shall be to:

- a. Select and utilize services of a testing laboratory that meets one of the criteria for the drug testing established by Minn. Stat. § 181.953 for testing of specimens collected under this Policy.
- b. Provide specimen test kits and collection locations that follow chain of custody collection techniques mandated by Minn. Stat § 181.953.

- c. Maintain appropriate systems, records, and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of employees.
- d. Confirm that tested individuals have been notified of all test results after receipt of a test result from a test laboratory and provide the individual with an opportunity to explain a positive test result.
- e. Review and verify a confirmed positive test result and process the donor's request for a confirmatory retest of the original sample.
- f. Review a participating employee's medical record if so requested by the employee.
- g. Refer individuals testing positive to the appropriate medical evaluation and participate in return to duty decisions as set forth in this Policy.
- h. Ensure the Drug and Alcohol Policy and Program complies with Minn. Stat. § 181.950 et seq.

ARTICLE XXVIII - Duration

Section 1. All provisions of this Agreement shall be in force and effect beginning May 1, 2008, unless otherwise specifically stated herein, and continue in force for a period ending April 30, 2011, and shall automatically continue in effect hereafter from year to year unless a notice for a change in this Agreement is given in writing by one party to the other at least sixty (60) days prior to any expiration date. Within two (2) weeks of such notification for a change in this Agreement, negotiations shall be commenced by the respective parties.

Section 2. In the event the Union and the Association agree to re-open the contract prior to the expiration date, then all contractors signatory to this agreement will be bound by any Amendment(s) or change(s) to the present agreement.

Article XXIX - Standard for Excellence

Section 1. Member and Local Union Responsibilities. To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)

- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

Section 2. Employer and Management Responsibilities. MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeymen and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools

- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

Section 3. Problem Resolution through the UA Standard for Excellence Policy. Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

Member and local union responsibilities:

- The local union and the steward will work with members to correct and solve problems related to the job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.

- Individual members not complying with membership responsibility shall not be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

Employer and management responsibilities:

- Regular meetings will be held where the management team and the UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

Additional jointly supported methods of problem resolution:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents, and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

SUPPLEMENT TO THE EXISTING WORKING AGREEMENT

SUPPLEMENT - REPAIR, SERVICE, & EMERGENCY WORK

These provisions do not apply to remodeling or maintenance work.

Hours of Work, Overtime, and Holidays

Hours of Work. Any consecutive eight (8) hours of work between the hours of 8:00 a.m. and 6:30 p.m., with ½ hour unpaid for lunch, shall constitute a work day. Five (5) working days, Monday through Friday inclusive, totaling forty (40) hours, shall constitute a work week. The work day and work week is defined herein only for the purpose of computing overtime.

Staggered Work Week. At least one man may be permitted to work his (their) 40 hour week (8 hour day) Tuesday through Saturday at straight time. The employer must obtain approval of union and employee(s). This applies to residential work only.

Notwithstanding any provision to the contrary, overtime hours for repair, emergency, and service work shall be according to the following schedule:

- **Repair, Service Work:**

Monday through Friday: Any consecutive eight (8) hours 8:00 a.m. to 6:30 p.m. is straight time. Time and one-half after any eight (8) consecutive hours of work in any one day.

Saturdays: Time and one-half, except men working staggered work week. Residential work only.

Sundays and Holidays: Double time.

- **Emergency Work (Residential only):**

Monday through Friday: Any consecutive eight (8) hours 8:00 a.m. to 6:30 p.m. is straight time. Time and one-half after any eight (8) consecutive hours of work in any one day.

Saturdays: 8:00 a.m. to 12:00 noon is straight time. Thereafter, time and one-half.

Sundays and Holidays: Time and one-half.


Emergency work shall be defined as that which is for the protection of life, health, and property. Such provision shall apply provided the employee is called after 8:00 a.m. on Saturday.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their proper and duly authorized officers and representatives, effective as of the date herein set forth.

MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION


By: Steven G. Petterson, Executive Vice President

UNITED ASSOCIATION OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, LOCAL NO. 15


By: Robert Hansen, Business Manager

FOR THE EMPLOYER:

Name of Association or Business

By: _____

Name	Title/Date
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Address	City	Zip	Telephone
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FOR THE UNION: LOCAL NO. 15

By: _____
Name of Business Manager/Agent

NATIONAL JURISDICTIONAL RULES

The following is the Trade Jurisdiction and clarification of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as awarded by the American Federation of Labor by Charter Grant.

The fabrication, laying out, assembling, erecting, setting, hanging, installing, servicing, maintaining, repairing, and dismantling (when plumbing, heating, refrigeration or air conditioning system is to be used), of all pipe and fittings used in connection with a sanitary plumbing system, heating system, refrigeration or air conditioning and all pipes and piping and plumbing, heating, air conditioning or refrigeration fixtures and equipment used in connection with such systems, and all pipes and piping and gas appliances and fixtures used in connection with the installation of gas, and all pipe and piping and fixtures used in connection with a compressed air and vacuum piping system for the conveying of materials, liquids, and gasses, etc., as well as being used for power purposes, and all pipes and piping used to carry water to outlets built for the purpose of preventing fire that are not connected with the automatic fire sprinkling system, and all pipe and piping used in gasoline stations, garages, and cleaning shops through which gasoline or oil flows, shall be assigned to and performed by employees as described in Article III of this Agreement and shall include the fabrication, laying out, assembling, etc., of the following:

1. All plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewerage, and vent lines.
2. All piping for water filters, water softeners, water meters, and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures, and appliances.
4. All water services from mains to building, including water meters and water meter foundations.
5. All water mains from whatever source, including water meters and water meter foundations.
6. All downspouts (except outside downspouts of sheet metal only) and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc. Also, handling and erecting of all prefabricated shower stalls.
8. All bathroom, toilet room and shower room accessories, i.e., such as towel racks, paper holders, glass shelves, hooks, mirrors, etc.

9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry. This includes sheet lead mounted on or between wood of any description.
11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilation, and air conditioning system.
24. All piping for artificial gasses, natural gasses, and holders and equipment for same, chemicals, minerals, and by-products and refining of same for any and all purposes.

25. The setting and erecting of all underfed stokers, fuel burners, and piping including gas, oil, powder fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers and piping to switches of every description.
29. All fire extinguishing systems and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating by any method, and the charging and testing servicing of all work after completion.
34. All pneumatic tub work, and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction such as compressed air piping, temporary steam piping, dewatering systems, etc.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method making joints in connection with the plumbing and pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry. Also, signaling of all power equipment where one or more signal men are needed.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by Journeymen, members of the United Associations.
49. All piping for cataracts, cascades, (i.e. artificial waterfalls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or any other purposes.
50. Piping, pipe fittings, fixtures, or equipment herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry regardless of sizes or shapes.
51. The fabricating, handling, erecting, adjusting, and servicing of all heating and/or cooling devices and their accessories, such as covers, cabinets, cases, shields, dampers, grills, etc.

52. The handling, erecting, setting, aligning, and leveling of all self-contained pumps, compressors, vacuum devices, etc., regardless of size, H.P. or mode or method of power delivered to same. This includes turbines if delivered assembled.
53. The handling, erecting, setting, aligning, and leveling of all kitchen and/or cafeteria and/or hospital and laboratory equipment, such as sinks, lavatories, scrub sinks, cooking vats, stoves, ranges, refrigerators, etc.
54. The starting and stopping of all welding.
55. The hanging, setting, and leveling of all sluice gates.
56. The fabrication, erecting, and handling of all pipe supports, stanchions, hangers, braces, guides, etc., where used in conjunction with plumbing, heating, refrigeration, or air conditioning materials and/or equipment.
57. The fabrication and installation of all vent or flue piping of eighteen gauge and heavier. This includes all venting systems where forced draft induction is used.
58. The unloading, uncrating, assembly, and setting of all air-conditioning and/or heating units regardless of make, size, tonnage, B.T.U. capacity, etc. This includes units that are shipped separate of coils, compressors, burners, controls, blowers, fans, condensers, pumps, etc.
59. The fabrication and installation of all flashings when used in conjunction with United Association material or equipment.
60. The handling, assembling, and erecting of all coils, regardless of size, shape, or method of making joint, hangers, or erection.
61. (a) Assembling and erecting of all cooling towers for air conditioning and refrigeration equipment, regardless of wood, metal, class or any other prefabrication.
 - (b) 1. Where plumbing, heating, refrigeration or air conditioning materials and/or equipment used by the employer is unloaded from railroad cars or trucks, whether or not the work is performed by use of power or hand equipment, it being understood that the operation of the power equipment controls shall be performed by the craft entitled thereto.
 2. If trucks are used in the unloading of plumbing, heating, refrigeration or air conditioning material and/or equipment from railroad cars for the purpose of carrying said materials to a job stockroom or a job stock pile, such unloading from railroad car to the truck or to the ground, whether or not the work is performed by use of power or hand equipment, it being understood that the operation of the power equipment controls shall be performed by the craft entitled thereto.

3. Loading and unloading of plumbing, heating, refrigeration or air conditioning materials and/or equipment on and off trucks used to deliver such materials from a job stockroom, fabrication shop or job stock pile to the approximate point of use.
4. "Job stockroom," "fabricating shop," and "job stockpile" are defined to be that stockroom, shop, or stockpile which is situated on the premises of the jobsite as a place to stock plumbing, heating, refrigeration, or air conditioning materials and/or equipment, or to fabricate said materials and/or equipment, and to stock such equipment which is to be moved directly from those sites to the approximate point of use or installation or to be moved from one stockpile to another on the jobsite.

LOCAL JURISDICTIONAL RULES

TWIN CITY PIPE TRADES COUNCIL
OF MINNEAPOLIS, ST. PAUL, AND VICINITY

Adopted January 20, 1917
Amended April 17, 1925

DUTIES OF PLUMBER

Section 1. All piping for water waste supply, rain water leader, soil sewerage, and vent lines, unless otherwise provided.

Section 2. All piping for water filters, water meters, and setting of same, pertaining to domestic purposes.

Section 3. All piping for hot and cold water used for domestic and culinary purposes.

Section 4. All fire pumps, tanks, or water main connections and standpipes with hose connections in different locations where such work is not a part of Sprinkler Fitting work.

Section 5. All piping for drinking water fountains.

Section 6. All piping for sterilizing systems of every description, if by water.

Section 7. All Block tin coils and all air piping for same in connection with bar or soda fountains.

Section 8. All piping for house pumps and ejectors in connection with sewage system.

Section 9. All piping for artificial or natural gas for any purpose for gas fitters or plumbers except house heating which goes to the Steam Fitter.

Section 10. All water pumps and piping, such as water lifts, hydraulic rams and water boosters worked by water, electric or air power, to be used for domestic purposes.

Section 11. Air, waste and water piping for clock work, dental chairs, barber shops, and gas appliances.

Section 12. Suction and discharge of central distributing and boosting stations in connection with water or fire lines, where not in Sprinkler Fitters' work.

Section 13. All setting of sleeves and thimbles for pipes and hangers, boxes for hangers in concrete, fireproof walls and floors, to be used by plumbers.

Section 14. All gas heaters in connections with hot water boilers for culinary or cleaning purposes.

Section 15. All piping for wells, either cistern, force pumps, or artesian, or self-flowing for household or sanitary purposes.

Section 16. All work in connection with water softening apparatus for domestic, culinary and sanitary purposes, except steam connections.

Section 17. Assembling and placing in position all plumbing fixtures and sanitary appliances of every description.

Section 18. All sheet lead lining or lead burning for any purpose.

Section 19. All piping for ozone systems.

Section 20. All hot water tanks for sanitary or culinary purposes, with steam coil in for heating tank; Steam Fitter to run pipe to coil; repair of coil for either Local.

Section 21. All hot water coils in heating boilers for domestic uses.

Section 22. All supply and waste water piping for Violet Ray machines.

Section 23. All supply and waste water piping for humidified machines for cigar and tobacco moistening cases.

Section 24. All cold water suction pipes from water mains to steam pumps and water discharge pipes from pumps for sanitary purposes.

Section 25. All waste piping from blow-off tanks of catch basins to sewer.

Section 26. All gas fixtures to be hung by Gas Fitters or Plumbers.

Section 27. Laundry, chutes, consisting of flanged pipe, glazed inside, with sewer, water and vent connections, shall be the work of a Plumber.

DUTIES OF STEAM FITTER

Section 28. All power plant piping pertaining to steam.

Section 29. Suction and discharge of central distributing and boosting stations for heating purposes.

Section 30. All pipe work in power plants which pertains to Steam Fitters' work.

Section 31. All filters and purifiers connected with heating system, refrigerating, and brewery purposes and ventilating systems.

Section 32. Setting of all fixtures, pumps, tanks, and heaters, and the rigging thereof, and the laying out of foundations pertaining to Steam Fitters' duties.

Section 33. Setting of all boilers for power and heating purposes, erection and connection of all automatic stokes and laying out foundations for same; superintending of all brick work for boilers.

Section 34. All piping and appliances for the Thermostatic Control Systems.

Section 35. All piping, setting of boilers, heaters, and radiators, building and erection of coil for heating purposes by hot water or steam.

Section 36. All piping for refrigerating Ice Machines, whether brine or ammonia.

Section 37. All work in connection with Air Coolers, Air Washers and Univents such as laying out of foundations, erecting and assembling of all Vinto cast iron heaters and all pipe work in connection with same, shall be the work of a Steam Fitter. All sheet metal work of No. 10 gauge or lighter when used for housing on the above work shall be the work of a Sheet Metal Worker. (See jurisdiction award.)

DUTIES OF EITHER PLUMBER OR FITTER

Section 38. All piping for pneumatic cleaning systems of every description.

Section 39. All piping for oil or gasoline tanks, automobile garages or filling stations.

Section 40. All piping for oil or gasoline for washing machines in laundries.

Section 41. All piping for pneumatic tube work.

Section 42. All piping for railing work of every description, when a standard thread is used.

Section 43. All piping for hydraulic, vacuum, pneumatic or air piping of every description used for sanitary or medicinal purposes.

Section 44. All welding of piping to be done by Trade affected.

Section 45. All piping for removing ashes, etc., for carrying coal and other purposes, by vacuum or compressed air.

Section 46. Repairing of steam coil in hot water tanks.

Section 47. Assembling and erecting of all tanks for mechanical purposes to be assembled with bolts and packed joints.

Section 48. All air and carbonic acid gas pipe lines for breweries, and distilleries, and carbonic gas compressing stations.

Section 49. All air piping for window or door opening devices, sidewalk lifts and elevators of every description.

Section 50. All hydraulic piping for elevators for the operation of curtains also that are used for the operation of presses and machinery used in mills and factories.

Section 51. The erection of all Decker Water Heaters, or any similar water heaters, to be done by either Plumber or Steam Fitter.

DUTIES OF SPRINKLER FITTER

(Issued by the United Association:)

Section 52. The work of Sprinkler Fitters and helpers shall consist of handling and installation of all piping appurtenance pertaining to sprinkler equipment, including both overhead and underground water mains, fire hydrants and hydrant mains, stand pipe and hose connected to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tank and pump connections.

TRADE LINE AGREEMENT BETWEEN

PLUMBERS LOCAL UNION #15

&

PIPEFITTERS LOCAL UNION #539

The intention of the following agreement is to bring about a harmonious understanding between Locals 15 and 539, that by cooperating with and assisting each other, better conditions, as well as control of the jurisdiction, may be enjoyed by the two locals. We the undersigned, who are duly elected representatives of the PLUMBERS LOCAL UNION No. 15 and the PIPEFITTERS LOCAL UNION No. 539, of the UNITED ASSOCIATION, agree to the following this 5th day of November, 2003.

- A. Local Unions 15 and 539 sincerely agree to respect and recognize the work jurisdiction of both Local Unions.
- B. Local Unions 15 and 539 agree to use the unemployed members of each other's Local Union whenever possible.
- C. Local Unions 15 and 539 agree that the supervision shall be furnished by the craft having jurisdiction of the work.
- D. Local Unions 15 and 539 agree that all welding of piping shall be done by the craft having jurisdiction.
- E. Local Unions 15 and 539 agree to respect the licenses and competencies of both the Local Unions.
- F. Local Unions 15 and 539 agree that competencies and licenses are not to be used to benefit one local at the expense of the other local.

Section I WORK OF THE PLUMBER

- 1. All plumbing fixtures, plumbing receptacles or plumbing devices that are permanently or temporally connected to the potable water distribution system and demand a supply of water from, or discharge liquid-borne waste materials, or sewage directly or indirectly to a drain system or requires both a water supply connection and a discharge to a drain system, to be installed and connected by the plumber. *Pipe fitting equipment installed and connected as defined in section II*
- 2. All plumbing drainage and vent pipe and all building drains, sumps, separators, holding tanks, receptors, dilution tanks, clarifiers, including respective joints and connectors, devices and appurtenances either directly or indirectly connected to the drain or vent system to be installed by the plumber. *Pipe fitting equipment drains and vents as defined in section II*

3. Vent, relief, and vapor piping and accessories in connection with equipment recognized in this Agreement as the work of the Plumber shall be the work of the Plumber. *Pipe fitting vent, relief and vapor piping as defined in section II*
4. All water mains, which supply appliances and equipment recognized in this agreement as the work of the Plumber, shall be installed by the plumber. Potable water supplies and distribution pipe including joints, connections, as well as potable water treatment equipment, devices and appurtenances shall be installed by the plumber. Potable water mixed with any product for medical, veterinarian, pharmaceutical or food product to the point of final use shall be installed by the plumber. *Pipe fitting water mains, supplies, etc. as defined in section II*

All dual purpose (fitter-plumber) water mains shall be installed by the plumber with openings left in the main for the connection of the pipe fitting appliances and equipment by the Pipe Fitter.
5. All piping for water filters, water meters, and setting of same pertaining to plumbing system.
6. Setting and connecting all house tanks, surge tanks, and pressure tanks, as well as hot water heaters in connection with plumbing system.
7. All piping for house pumps, ejectors, and lift stations in connection with sewage and drainage systems. *Sewage disposal plants to be covered by a separate section of this Agreement.*
8. The installation of all bathroom accessories and all liquid soap piping and washing compound and disinfectant piping, valves, and tanks...(not to be construed as piping involved in the manufactured product of soap, washing compound, or disinfectant).
9. All water and drain piping and the equipment forming a part thereto for irrigation systems, ornamental pools, reservoirs, storage tanks, (pertaining to plumbing systems) swimming pools, fountains, and baptisteries. *All heat transfer piping and equipment for supplying heat to pools shall be the work of the Pipe Fitter.*
10. All piping and the setting of Solar Panels for the use of heating water for the plumbing system shall be the work of the Plumber. *All piping and the setting of Solar Panels for the use of comfort heating, manufacturing, or process piping purposes shall be the work of the Pipe Fitter.*
11. Setting and connecting of hot water heaters, tanks and all piping between tanks and heater in the plumbing system.
12. Setting of hot water tanks for domestic purposes equipped with heating coil shall be the work of the Plumber. The Plumber shall install and connect water circulating piping to the tank and the Pipe Fitter shall install and connect all piping to the heating coil. If the tank is also equipped with an economizer coil, all piping for said coil shall be installed and connected by the Pipe Fitter. Automatic controls, pumps, or other equipment used shall be connected by the Trade installing the piping in which the equipment is located.
13. Piping and the setting of all equipment, appliances, and appurtenances in connection with Water Booster, Pumping Stations, and Water Filtration Plants, except if defined otherwise in other sections of this Agreement.

14. All water pumps and piping, such as water lifts, hydraulic rams, and water boosters worked by water, electric, or air power used in the plumbing system.
15. Suction and discharge of central distributing and boosting stations in connection with water lines.
16. Standpipes with hose connections and cabinets.
17. All hot water coils in heating boiler for use in plumbing system.
18. All supply and waste water piping for Laser CAT Scan, MRI, Violet-ray, X-ray and therapy machines.
19. Sterilizing systems and sterilizing equipment used in hospitals, clinics, institutions and research labs shall be the work of the Plumber. *Steam, condensate, flash tanks and appurtenances by Pipe Fitter.*
20. A) Gas mains and branches for plumbing equipment shall be the work of the Plumber.
 - 1) Gas to water heaters
 - 2) Gas to cooking equipment
 - 3) Gas to decorative equipment
 - 4) Gas for the purpose of scientific research
 - 5) Gas for teaching labs
 B) Gas mains and branches for pipe fitting equipment shall be the work of the Pipe Fitter.
 - 1) Heating and or cooling Gas
 - 2) Process Gas for manufacturing
 - 3) Gas for quality control of a specific product
 - 4) Gas for research and development of a specific product
 C) Gas mains for projects with both plumbing and pipe fitting gas shall be installed with composite crews of Plumbers and Pipe Fitters (composite ratio determined by btu load).
21. Hydraulic, vacuum, pneumatic or air piping on hospitals, medical offices/clinics, barber shops, restaurants, schools, filling stations, automobile and truck garages shall be the work of the plumber. Housekeeping air shall be the work of the Plumber. *Pipe Fitting hydraulic, vacuum, pneumatic, and air piping as defined in section II*
22. All piping, equipment, appliances, and appurtenances for gasoline and oil systems in filling stations and automobile and truck garages.
23. All lubrication piping systems in connection with plumbing systems or plumbing equipment shall be the work of the Plumber.
24. Oxygen and Nitrous oxide and medical gasses used in hospitals, clinics and institutions shall be the work of the Plumber. *Oxygen and Nitrous oxide and medical gasses used in the process and manufacture of a product as defined in section II*
25. All piping for Ozone systems.
26. All vacuum cleaning and dust collection systems shall be the work of the Plumber. *Systems in powerhouses, manufacturing plants, and/or industrial plants in connection with manufacturing, production or industrial purposes shall be the work of the Pipe Fitter.*

27. Piping for soda fountains, bars or restaurant equipment. A.C., refrigeration, steam, condensate, and comfort heating, etc. shall be the work of the Pipe Fitter.
28. All coffee urns, heating tables and other culinary equipment to which water, waste gas or steam lines are connected shall be set by the Plumber. The connecting and piping of water, gas, and waste or drain lines shall be the work of the Plumber. All vent lines in connection with culinary equipment shall be the work of the Plumber. *The connecting and piping of all A.C., refrigeration, steam, condensate, and comfort heating shall be the work of the Pipe Fitter.*
29. All sheet lead linings or lead burning for any purpose.
30. The piping of all laundry chutes.
31. All piping of every description for laundries and laundrettes that are a part of the plumbing or sanitary system shall be the work of the Plumber.
32. All piping designated in this Agreement as being the work of the Plumber means pipe made from any metal, tile, glass, wood, transites, plastic, rubber, or any other material or products manufactured into pipe, usable in the piping industry, regardless of size, shape or method of making joints, whether or not the piping is installed inside or outside, above the ground or below the ground, encased or exposed.
33. All setting of sleeves and thimbles for pipes and hangers, boxes for hangers in concrete and fireproof walls and floors to be used for plumbing shall be the work of the Plumber.
34. All gas heaters in connection with hot water boilers for culinary or cleaning purposes.
35. Piping for emergency generators when fueled by L.P. or natural gas shall be the work of the Plumber. *All other emergency generators shall be the work of the Pipe Fitter.*
36. Laboratories:

Piping system appurtenances and equipment designated for the purpose of scientific research in medical, veterinarian, pharmaceutical, food products or experimental purposes shall be the work of the Plumber. *A.C., refrigeration, steam, condensate and comfort heating, etc. shall be the work of the Pipe Fitter*

Piping system appurtenances and equipment (other than water—hot and cold, waste and vent) which are designated to test for quality control of a specific product or designated to test for research and development of a specific product shall be the work of the Pipe Fitter.

On jobsites where both of the above types of laboratories are being installed, mains, equipment and appurtenances that supply the systems to the individual laboratories shall be installed by composite crews of Plumbers and Pipe Fitters. Exception: steam and condensate to Pipe Fitters, hot and cold water, waste and vent to the Plumbers.

Both parties agree to meet where questions arise on the purpose of the laboratories and if the facility shall be undetermined, composite crews of Plumbers and Pipe Fitters shall install the systems.
37. Waste Water Treatment Plants
 - A) Plumber work will consist of piping and setting of equipment for:
 - Potable water

- Sanitary drains for plumbing system, all waste and vent piping pertaining to the plumbing system.
 - House air
 - Laboratories
 - Rain leaders and storm drains
- B) Pipe Fitter work will consist of piping and setting of equipment for:
- Steam systems
 - Condensate systems
 - Heating systems
 - Cooling and water sealing systems
 - Temperature control and instrumentation
 - Boilers
 - Spray systems for ash hoppers
- C) Composite crews of Plumbers and Pipe Fitters work will consist of piping and setting equipment for:
- Aeration
 - Process water
 - Process air
 - Sludge systems
 - Chemical system for process
 - Deodorizing systems
 - Vacuum system used for process
 - Effluent piping
 - Sampling Piping System
 - All other piping systems not covered in A and B above used in the process of waste water treatment plants

38. Water Filtration Plants

- A) Plumber work will consist of piping and setting of equipment for:
- Potable water
 - Sanitary drains for plumbing system, all waste and vent piping pertaining to the plumbing system
 - House air
 - Laboratories
 - Rain leaders and storm drains
 - Aeration
 - Process water
 - Process air
 - Sludge systems
 - Chemical system for process
 - Deodorizing systems
 - Vacuum system used for process
 - Effluent piping
 - Sampling Piping System

B) Pipe Fitter work will consist of piping and setting of equipment for:

- Steam systems
- Condensate systems
- Heating systems
- Cooling and water sealing systems
- Temperature control and instrumentation
- Boilers
- Spray systems for ash hoppers

Upon agreement of the two locals, for the purpose of protecting the jurisdiction of the United Association composite crews of Plumbers and Pipe Fitters may be used on water filtration plants.

In order to maintain a harmonious relationship between the Minneapolis Water Works and the trade persons involved in maintenance work at the Minneapolis Water Works. It is directed that the Plumbers, Pipe Fitters, Instrumentation Technicians and Composite crews previously established will continue to perform the work at the Minneapolis Water Works.

39. All rainwater and storm piping regardless of material, location or joining methods either directly or indirectly connected to the sanitary; or storm sewer through a sump, holding tank, receptor or dumping to the ground.

Section II WORK OF THE PIPE FITTER

1. All units, equipment, devices and fixtures for heating, cooling, air conditioning, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating by any method shall be installed and piped by the Pipe Fitter, including charging, testing and servicing of all work after completion.
2. All power plant piping, equipment, appliances, and appurtenances, including boiler feed piping from source of supply. All drain and waste piping from pipe fitting equipment, all fuel piping, boiler feed pumps, feedwater heaters, water feeding devices, fuel burners, control equipment, forced draft equipment, turbines, engines, vent and relief lines, blow-off lines, instruments, boiler and equipment trimmings. Water purifying and softening equipment pertaining to boilers, shall be the work of the Pipe Fitter. *Plumbing as defined in section I*
3. All soot blowers and soot collecting piping systems.
4. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
5. The setting and erecting of all fuel feeding systems, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
6. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
7. All piping, equipment, appliances and appurtenances in connection with oil refineries, distillation, and cracking units. *Plumbing as defined in section I*

8. The setting and erection of all heaters, coolers, storage and distribution tanks, transfer and booster pumps, mixing devices, recorders, instruments, and control equipment, any other appliance, equipment or appurtenance, and all piping systems attached thereto in connection with the transportation and distribution of gasoline, crude oil and crude oil products in any form.
9. All piping equipment, appliances and appurtenances for gasoline and oil systems in connection with power or heating plants, bulk storage stations, distributing systems, manufacturing plants, airplane hangers and air fields.

NOTE: For the purpose of a clear understanding as to this Agreement, it shall be understood that a bulk storage plant is a plant to which oil or gasoline is delivered from a transportation system, stored and then delivered to tank trucks or cars.

10. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
11. The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge board, panel boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
12. A) Gas mains and branches for plumbing equipment shall be the work of the Plumber.
 - 1) Gas to water heaters
 - 2) Gas to cooking equipment
 - 3) Gas to decorative equipment
 - 4) Gas for the purpose of scientific research
 - 5) Gas for teaching labsB) Gas mains and branches for pipe fitting equipment shall be the work of the Pipe Fitter.
 - 1) Heating and or cooling Gas
 - 2) Process Gas for manufacturing
 - 3) Gas for quality control of a specific product
 - 4) Gas for research and development of a specific productC) Gas mains for projects with both plumbing and pipe fitting gas shall be installed with composite crews of Plumbers and Pipe Fitters (composite ratio determined by btu load).
13. The installation, service and maintenance of all gas, oil, or coal fired space heaters, unit heaters, furnaces, roof type units and boilers.
14. Hydraulic, vacuum, pneumatic, or air piping on industrial plants, chemical plants, manufacturing plants, processing plants and warehouses shall be the work of the Pipe Fitter. *Plumbing as defined in section I*
15. All lubrication piping systems in connection with pipe fitting work shall be the work of the Pipe Fitter.
16. Oxygen and acetylene piping used for the operation of tools or equipment incidental to manufacturing and industrial plants.

17. All process piping that relates to the direct manufacture of a specific product and related machinery or equipment used in the process. *Work of the Plumber as defined in section I*
18. Waste Water Treatment Plants
 - A) Plumber work will consist of piping and setting of equipment for:
 - Potable water
 - Sanitary drains for plumbing system, all waste and vent piping pertaining to the plumbing system.
 - House air
 - Laboratories
 - Rain leaders and storm drains
 - B) Pipe Fitter work will consist of piping and setting of equipment for:
 - Steam systems
 - Condensate systems
 - Heating systems
 - Cooling and water sealing systems
 - Temperature control and instrumentation
 - Boilers
 - Spray systems for ash hoppers
 - C) Composite crews of Plumbers and Pipe Fitters work will consist of piping and setting equipment for:
 - Aeration
 - Process water
 - Process air
 - Sludge systems
 - Chemical system for process
 - Deodorizing systems
 - Vacuum system used for process
 - Effluent piping
 - Sampling Piping System
 - All other piping systems not covered in A and B above used in the process of waste water treatment plants.
19. Water Filtration Plants
 - A) Plumber work will consist of piping and setting of equipment for:
 - Potable water
 - Sanitary drains for plumbing system, all waste and vent piping pertaining to the plumbing system.
 - House air
 - Laboratories
 - Rain leaders and storm drains
 - Aeration
 - Process water
 - Process air

- Sludge systems
- Chemical system for process
- Deodorizing systems
- Vacuum system used for process
- Effluent piping
- Sampling Piping System

B) Pipe Fitter work will consist of piping and setting of equipment for:

- Steam systems
- Condensate systems
- Heating systems
- Cooling and water sealing systems
- Temperature control and instrumentation
- Boilers
- Spray systems for ash hoppers

Upon agreement of the two locals, for the purpose of protecting the jurisdiction of the United Association composite crews of Plumbers and Pipe Fitters may be used on water filtration plants.

In order to maintain a harmonious relationship between the Minneapolis Water Works and the trade persons involved in maintenance work at the Minneapolis Water Works. It is directed that the Plumbers, Pipe Fitters, Instrumentation Technicians and Composite crews previously established will continue to perform the work at the Minneapolis Water Works.

20. All waste and drain lines shall be the work of the plumber (as defined in section I) except such waste and drain lines that provide drainage from equipment and appliances recognized in this agreement as the work of the Pipe Fitter. Waste and drain piping from pipe fitting systems, equipment, appliances, or appurtenances that empty into an open drain, fixture, open sump, basin, storm sewer, area drain, downspout, or roof drain, or spills onto the ground shall be installed and connected in the entirety by the Pipe Fitter. Waste and drain lines that are connected to sanitary and domestic sewer lines will be the work of the Plumber. Drains or waste lines from equipment recognized by this agreement as the work of the Pipe Fitter, that are connected to any receptacle from which any drainage or waste is reclaimed, shall be the work of the Pipe Fitter.
21. All filters, purifiers, water softeners, appliances, appurtenances, and other equipment and all piping in connection therewith, used in connection with heating systems, power plants, manufacturing plants, refineries, distilleries, breweries, and process piping systems. *Potable water as defined in section I*
22. All water mains which supply only appliances and equipment recognized in this Agreement as the work of the Plumber shall be installed in the entirety by the Plumber. All water mains which supply only appliances and equipment recognized in this Agreement as the work of the Pipe Fitter shall be installed in the entirety by the Pipe Fitter.

All dual purpose (fitter-plumber) water mains shall be installed by the Plumber with openings left in the main for the connection of pipe fitting appliances and equipment by the Pipe Fitter.

23. All water supply and drain piping, equipment, controls, filtration, and purifying equipment, and any other appurtenances and appliances forming a part thereto, for the installation of a refrigeration plant, ice making plant or cooling system shall be the work of the Pipe Fitter. *Potable water as defined in section I*
24. All steam and condensate piping for sterilizing systems of every description and all sterilizing systems that are used in the process of manufacturing of a product shall be the work of the Pipe Fitter.
25. All work in connection with air coolers, air washers and univents such as laying out of foundations, erecting and assembling of all Vinto cast iron heaters and all pipe work in connection with same, shall be the work of a Pipe Fitter.
26. Vent, relief and vapor piping and accessories in connection with equipment recognized in this agreement as pipe fitting work shall be the work of the Pipe Fitter.
27. Oxygen and Nitrous oxide and medical gasses used in the process and manufacture of a product shall be the work of the Pipe Fitter.
28. All piping designated in this agreement as being the work of the Pipe Fitter means pipe made from any metal, tile, glass, wood, transite, plastic, rubber, or any other material or products manufactured into pipe usable in the piping industry regardless of size, shape, or method of making joints, whether or not the piping is installed inside or outside, above the ground or below ground, encased or exposed.
29. The handling and setting in position of all equipment, setting of sleeves, inserts, foundation bolts, attaching of all accessories in connection with pipe fitting work as designated by this Agreement shall be the work of the Pipe Fitter.
30. Piping for all snow-melting and de-icing systems shall be the work of the Pipe Fitter.
31. Piping for emergency generators shall be the work of the Pipe Fitter. *Generators fueled by natural or L.P. gas shall be the work of the Plumber as defined in section I*
32. Laboratories:

Piping system appurtenances and equipment which are designated for the purpose of scientific research in medical, veterinarian, pharmaceutical, food products, or experimental purposes shall be the work of the Plumber. A.C., refrigeration, steam, condensate and comfort heating, etc. shall be the work of the Pipe Fitter.

Piping systems, appurtenances and equipment which are designated to test for quality control of a specific product, or designated to test for research and development of a specific product shall be the work of the Pipe Fitter. *Work of the Plumber as defined in section I*

On jobsites where both of the above types of laboratories are being installed, mains, equipment and appurtenances that supply the systems to the individual laboratories shall be installed by composite crews of Plumbers and Pipe Fitters (exception: steam and condensate shall be the work of the Pipe Fitter, hot and cold water, waste and vent shall be the work of the Plumber.) Both parties agree to meet where questions arise on the purpose of the laboratories and if the facility shall be undetermined, composite crews of Plumbers and Pipe Fitters shall install the system.

THIS TRADE LINE AGREEMENT shall become effective on this 5th day of November, 2003. It shall be further agreed upon, by the Unions listed below and their representatives, to meet yearly for review.

UNITED ASSOCIATION OF PLUMBERS, LOCAL No. 15
(Minneapolis, Minnesota)

/s/ Thomas M. Hansen Business Manager

UNITED ASSOCIATION OF PIPE FITTERS, LOCAL No. 539
(Minneapolis, Minnesota)

/s/ Charles Fritze Jr. Business Manager

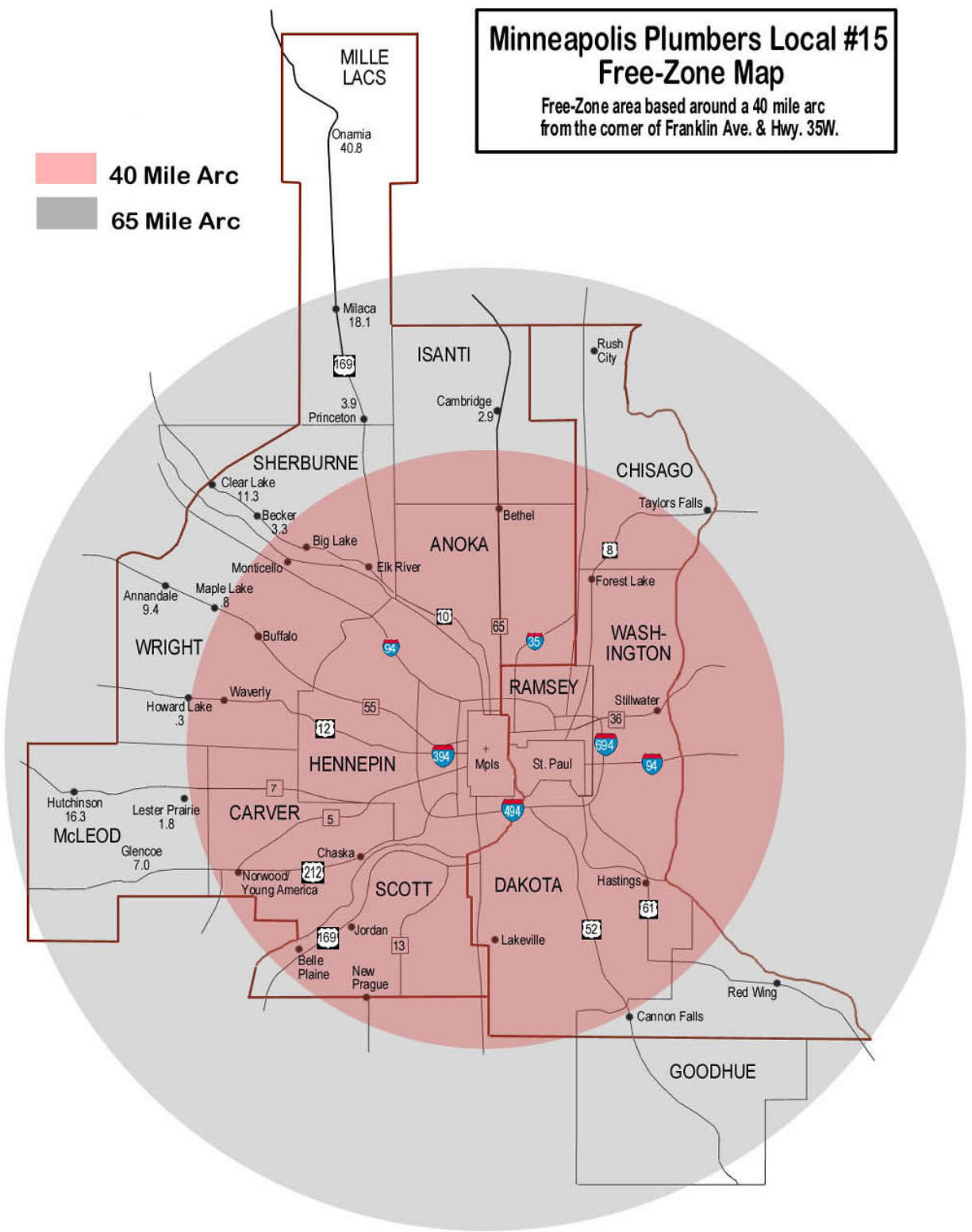
UNITED ASSOCIATION of JOURNEYMEN AND APPRENTICES of the PLUMBING AND PIPEFITTING INDUSTRY of the UNITED STATES AND CANADA, AFL-CIO.

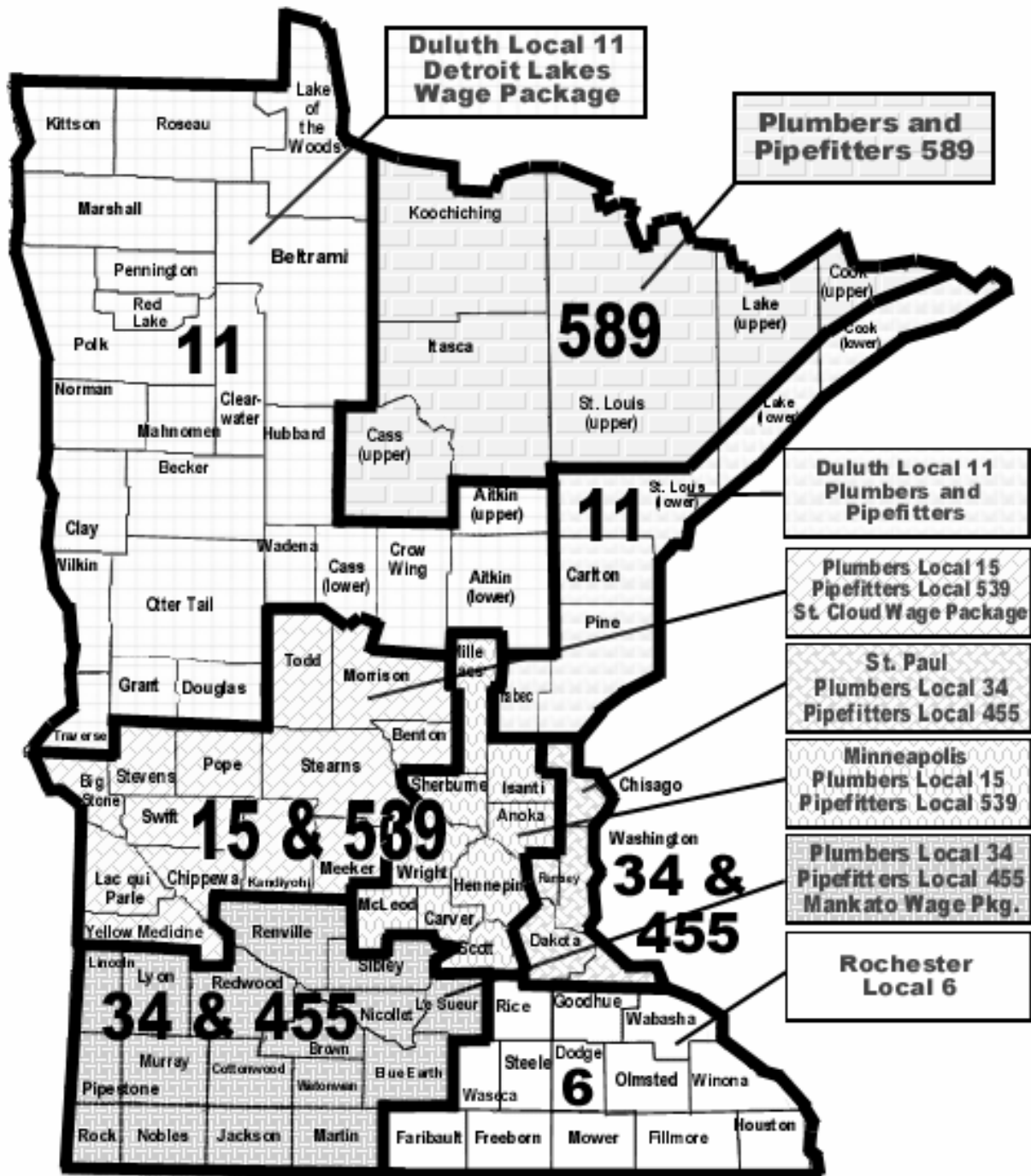
/s/ Anthony Rohrer
United Association International Representative

Minneapolis Plumbers Local #15 Free-Zone Map

Free-Zone area based around a 40 mile arc
from the corner of Franklin Ave. & Hwy. 35W.

- 40 Mile Arc
- 65 Mile Arc





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WORKING AGREEMENT

Between

**PLUMBERS LOCAL UNION
NO. 15**

and

**MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

St. Cloud, Minnesota

Effective May 1, 2008

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WORKING AGREEMENT

Company Name

Address

THIS AGREEMENT, entered into this first day of May 2008, by and between the MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION (hereinafter called the “Employer”) representing and acting on behalf of their members (individually referred to as “Employer”) who are engaged in the plumbing industry, in Area 03 of the territorial jurisdiction of Plumbers Local 15, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (hereinafter called the “Union”).

WITNESSETH:

WHEREAS, the Employer is engaged in the Piping Industry in the performance of such work requires the services of competent, skilled and qualified Journeymen, and WHEREAS, the Employer and the Union desires to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed with the Employers, and further, to encourage closer cooperation and understanding between Employers and the Union in the Pipe Fitting Industry to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW, THEREFORE, The undersigned Employer and Union in consideration of the mutual promises and covenants herein contained mutually agree as follows:

ARTICLE I – *Union Recognition*

Section 1. The Union shall be the exclusive bargaining representative for all employees performing work within the described jurisdiction.

Section 2. The Minnesota Mechanical Contractors Association, Inc., (MMCA), is hereby recognized as the exclusive bargaining representative as to all of its present and future member contractors or any other contractor who has authorized it to act. Any member who resigns from MMCA shall be bound by this Agreement for its duration and any contractor who revokes his authorization shall be bound by this Agreement for its duration. The Employer's Association will furnish the Union with a list of contractors they are bargaining for.

ARTICLE II – Jurisdiction

Section 1. Trade or Work Jurisdiction.

- a) This Agreement covers the rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on and hoisting of all piping material, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trades jurisdictional claims of the United Association.
- b) Rigging, Handling and Setting of Equipment – Rigging or the handling and setting of the equipment coming under the jurisdiction of the United Association shall be handled in the following manner:

When the trucking firm has immediate need for the vehicle that is delivering the equipment, their personnel may unload same. After the first drop and regardless of where it may take place on the construction site, the members of the United Association covered by this Agreement shall take over and perform all the duties necessary to put the equipment or material in its final resting spot.

The above does not prevent the Employer from arranging with the trucking firm to furnish supervision after the first drop over the employees covered by this labor Agreement.

Section 2. Territorial Jurisdiction.

- a) Area 03 of Local 15 Trade or Jurisdiction shall extend into the following fourteen (14) counties: Big Stone, Todd, Swift, Pope, Kandiyohi, Chippewa, Stearns, Stevens, Morrison, Benton, Meeker, Lac Qui Parle and Yellow Medicine. Also, that part of Sherburne which lies west of a line running northeasterly from the northern point of Wright County to the Southwestern tip of Mille Lacs County.
- b) Payments by Employer – The Employer agrees that whenever performing work in the Area of any Local Union’s jurisdiction where the collective bargaining agreement provides for a higher basic hourly rate, or a higher overtime rate, or lower hourly work day or work week, such collective bargaining agreement shall prevail. Further, on the same basis, the Employer agrees to make payments into legally established fringe benefit funds such as those for: Health & Welfare, Pension, the Credit Union and J.A.C., established pursuant to applicable collective bargaining agreements; and to pay all transportation, traveling time, board and room and expenses while in the jurisdiction of another affiliated Union.
- c) Reciprocity – The Employer further agrees when performing work in the jurisdiction or area of any other Union of the United Association to be bound by all of the provision of the Working Agreement effective in that jurisdiction or area to the same extent as if signatory thereto, provided there is in force a like reciprocal clause in the Working Agreement of such other Union.

- d) Unorganized Territory – The provisions of this paragraph shall apply to all jobs in unorganized territory outside of the jurisdiction of the Local Union which is party hereto and is concerned in the matter.

ARTICLE III – Union Security

Section 1. All Journeymen and apprentices hereunder, members of the Union now in the employ of the Employer, shall remain members in good standing in the Union during the term of this Agreement. All journeymen and apprentices covered by this Agreement, hereinafter employed by the Employers, and who are not members of the Union, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment or the date of this Working Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

Section 2. Either party to this Agreement shall have the right to re-open negotiations pertaining to Union Security when the federal laws applicable thereto have been changed, by giving the other party thirty (30) days written notice.

ARTICLE IV – Hiring

The Union shall be the exclusive source of referrals of applicants for employment with the Employer.

Section 1. The Union agrees to furnish competent journeymen to the Employer, provided however, that the Employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities.

Section 2. When the employer has requested the Union Office to furnish qualified journeymen to perform work within the scope of this Agreement, and the required number of workmen are not furnished, the Employer shall have the right to procure such journeymen from other available sources, provided however, that such workmen procured from other available sources, shall be required by Employer to make application with the Union not later than seven (7) days after hiring.

Section 3. Selection of applicants for referral to jobs shall be done on a non-discriminatory basis and shall not be based on, or in any way affected by, Union Membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements. Such selection shall be made on the basis of the sequence in which applicants report to the Union as available for work, provided that an applicant may retain his proper sequence only if he possesses a state license, and if required a municipal license.

Section 4. No Discrimination – There shall be no discrimination in the selection, referral or employment of applicants because of race, color, or national origin in accordance with the existing law.

The above four sections of this Article shall be posted in places where notices to employees and applicants for employment are customarily posted.

ARTICLE V – *Union Representation/Access to Jobs*

Section 1. Authorized representatives of the Unions shall have access to jobs where employees covered by this Agreement are employed, providing 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 2. Job Steward - The member starting the job shall act as job steward until the business agent appoints a regular steward. The job steward shall represent the Union on the job to see that the Working Agreement between the Employer and the Union is enforced. He shall notify the business agent at once of any infractions of contract and of all grievances. All grievances which cannot be settled by the job steward shall be reported to the business agent for action.

ARTICLE VI – *Employer Responsibility*

Section 1. Employers shall carry and keep in force Workers' Compensation Insurance for the benefit of members of the Union and shall pay state and federal unemployment and Employer's share of social security taxes upon all wages paid members of the Union.

Section 2. Copy of Report to Union – The Union shall be furnished with a copy of each Employer reporting form covering all required contributions.

Section 3. Injury – When an employee covered under this Agreement is injured on the job and requires medical attention, he shall get paid for the full day when the doctor recommends he should not report back to work, when proof of doctor's recommendation is given to the Employer.

ARTICLE VII – *Fair Standards*

Section 1. Subcontracting. The Employer agrees not to sublet or contract out any work covered herein to be performed within the territorial jurisdiction of the Union unless the contractor to whom the work is sublet is in agreement with a Union affiliated with the United Association. This section shall apply to the extent permitted by applicable federal law.

Section 2. An Employer may work on any job in accordance with the rules and regulations of Local 15 and the United Association.

If there is more than one (1) owner to a shop, only one (1) can work without being a dues paying member of the United Association of Journeymen and Apprentices.

Section 3. In the event the Employer is bidding or negotiating a job or has bona fide reason to believe he is bidding or negotiating a job that may not be performed by Employer and Union parties hereto, then upon advising MMCA and the Union, no later than three days prior to the bidding, this Agreement may be mutually modified on a job basis to allow Employers to become more competitive.

ARTICLE VIII – Apprentices

Section 1. The Plumbers Joint Apprenticeship Committee shall consist of eight (8) members; four (4) members to be appointed each by the Employers and by the Union. Each member shall serve upon said committee until his successor is appointed by the party appointing him. Said committee shall have the power:

- A. To make rules and regulations for the conduct of its business, including provisions for defraying the expenses of the Committee in the administration and enforcement of the Apprenticeship Standards.
- B. To construe and apply the terms of the Apprenticeship Standards to effectuate the purpose for which they were written.
- C. To investigate, hear, determine and settle any dispute or controversy arising out of, connected with, or pertaining to the terms, provisions and conditions of the Apprenticeship Standards.

Section 2. Apprentices – Term “Apprentice” as used in this Agreement, shall mean only those apprentices certified by the Joint Apprenticeship Committee, as set up by the Union, and the Employers, and no apprentice shall work as a journeyman until certified as a journeyman by the Joint Apprenticeship Committee. Apprentice wage rates and ratio to journeymen shall be determined by the Joint Apprenticeship Committee.

Section 3. Any contractor bound by the terms of this Agreement shall also be bound by the Apprenticeship Standards as set fourth by the Plumbers Joint Apprenticeship Committee.

Section 4. The Joint Apprenticeship Committee shall advertise and conduct OSHA 10-hour construction classes.

ARTICLE IX – Benefits and Other Funds

- A. Health and Welfare Fund

The Employer shall bear the entire cost of financing and administering the Health and Welfare Fund, through payments to be made for all employees working within the

jurisdiction of the Union in the amounts as set forth in the Appendix. This fund shall be operated under a trust agreement executed by the parties.

The fund may include non-bargaining unit office personnel of participating Employers as permitted by law.

B. Credit Union

It is acknowledged that the sum allocated in the Appendix for Credit Union was originally negotiated as wages and were subsequently allocated by the Union as indicated in the Appendix, with the understanding that each employee is required to take a vacation of at least seven (7) consecutive days within a twelve (12) month period following May 1, provided that the sum so allocated to him are at least equivalent to forty (40) hours times his basic hourly rate. No employee shall do gainful work in the plumbing industry while on vacation.

C. Pension Plan

The Employer shall bear the entire cost of financing and administering the Pension Plan through payments to be made for all employees working within the jurisdiction of the Union in the amounts as set forth in the Appendix. This plan shall be operated under a trust agreement executed by the parties.

D. Pension Supplement

The Employer shall bear the entire cost of financing and administering the pension supplement plan through payments made for all employees working within the jurisdiction of the Union in the amounts set forth in the Appendix. This plan shall be operated under a trust agreement executed by the parties.

1. In the event the parties establish a participant-directed pension supplement plan, employees covered by this Agreement shall direct contributions and earnings within guidelines established under a trust agreement executed by the parties.
2. In the event the trustees establish a pension program with a cash or deferred arrangement, employees covered by this Agreement shall have the option of contributing to the cash or deferred plan. A cash or deferred plan is a pension plan or plans which allow for varying contribution rates as selected by the participant.

In the event any of the fringe benefits listed above decreased, for whatever reason, a like amount will be added to the wage or Credit Union.

E. National Pension Plan

Amended Standard Form of Participation Agreement

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those employees (including apprentices) covered by the Collective Bargaining Agreement between the parties.

1. a. Commencing with the first day of May, 1985, and for the duration of the current Collective Bargaining Agreement between the said parties, any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee in each classification in accordance with the said Collective Bargaining Agreement.
 - b. For each hour, or portion thereof, for which an employee receives pay, the Employer shall make the contribution set out in Articles VI and XII to this Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
 - c. Contributions as set out above shall be paid starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
 - d. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employers, by signing the Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement, providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.
2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have a qualified

representative audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

4. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
 5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
- F. As part of this working agreement, the Union and Employer agree that the Twin City Pipe Trades District Council #3, through their delegates, will have the authority to make any changes they deem necessary, to the amounts of contributions to the funds that are part of the Twin City Pipe Trades Service Association.
- G. International Training Fund. The undersigned Employer and Union agree that the Employer shall make training contributions to the International Training Fund in accordance with the terms of this agreement and the Contribution Collection Agreement for the International Training Fund on behalf of those employees (including apprentices) covered by the Collective Bargaining Agreement between the parties.
- H. United Association Political Action Committee.
- I. Minnesota Pipe Trades Organizing Fund.

ARTICLE X - Payments by Employer

Section 1. Failure by an employer to pay wages as stated herein or failure to pay when due the other required payments stated in the Appendices and Article XXII shall constitute a breach of this Agreement and the Union involved shall have all rights afforded to it by law for such breach of this Agreement, including picketing and refusing to work, in addition to and in no way limited by, the grievance and arbitration procedures set forth in Article XVI herein.

The Employer shall pay the other required payments referred to above on or before the 20th day of the succeeding month or the payment shall be considered delinquent.

Section 2. The Employer herein agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the trustees of the various benefit funds, as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made part of

this Agreement. The said trust agreements and rules shall be available for inspection during business hours by all Employers and Unions at the offices of the trustees of said funds. The Employers subject to this Agreement shall report and pay to the designated office of the benefit funds all contributions required under this Agreement on a periodic basis as determined by said trustees.

Section 3. In the event of default by any Employer in making said contributions and payments, the trustees or the Unions involved, acting on behalf of the union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest at the prime rate on any wages or other payments in default, plus all actual collection costs, including reasonable attorneys' fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments, for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

Section 4. The Employer herein agrees that he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions and other payments when due herein in the event (a) any joint venture in which he participates with one or more other employers under a separate or different name, or (b) any other party using his license in any manner, directly or indirectly, fails to make such payments when due, notwithstanding that such joint venture or other party operates as a partnership, association or corporation or operates under a name or style which is similar or different from the name ordinarily used by the Employer herein, and irrespective of his right to reimbursement from others.

Section 5. Bonding Delinquent Employers and Weekly Payments. In the event that an Employer fails or refuses to pay any of the payments due to the fringe benefit funds as outlined in Article IX and is therefore in default, such defaulting Employer, within seven (7) days shall:

- pay all arrearages owing to said fund or any of them and
- post a bond approved by and deposited with the Twin City Pipe Trades Service Association or deposit cash in an amount fixed by the Service Association, conditioned and sufficient to pay all of the payments due to all of said funds for a period of at least three (3) months in advance, and
- pay contributions once a week not later than three (3) working days (excluding Saturdays, Sundays, and holidays) after the close of the period for which contributions are due.

Such bond and weekly payment requirements shall continue for a period of not less than twenty four (24) months. If the Service Association is required to seek an injunction from the United States District Court to impose the bond and weekly payment obligations, then such bonding and weekly payment requirements shall be permanent.

If the Employer defaults in posting said bond or cash equivalent, or if the Employer defaults in timely payments of required weekly contributions, the Union may, upon written notice, refuse to work and/or cancel and terminate forthwith this Agreement with such Employer.

The Service Association is also authorized, in its sole and exclusive discretion, to require an Employer who is late in making any required fringe benefit contribution payments to post a bond or the cash equivalent in an amount that is less than the amount required to secure three months future contributions, such amount to be determined in the sole discretion of the Service Association, without requiring weekly contributions. The Employer shall post the required bond or cash equivalent within seven (7) days of demand by the Service Association (or such longer period as the Service association may authorize in its sole discretion). If the Employer fails to post such bond, or maintain it, including if the Service Association is required to draw against it for the Employer's contribution obligations, then the Service Association is authorized to obtain an injunction requiring a bond for three months contributions and weekly contribution payments.

The Service Association is further authorized, in its sole and exclusive discretion, to require an Employer who has incurred an event of financial insecurity to post a bond or the cash equivalent in an amount of up to two months future contributions, such amount to be determined in the sole discretion of the Service Association. The Employer shall post the required bond or cash equivalent within seven (7) days of demand by the Service Association (or such longer period as the Service Association may authorize in its sole discretion). If the Employer fails to post such bond, or maintain it, including if the Service Association is required to draw against it for the Employer's contribution obligations, then the Service Association is authorized to obtain an injunction requiring a bond for three months contributions and weekly contribution payments. Events of financial insecurity shall mean events which include, but is not limited to, missing employee payrolls, having checks issued by the Employer dishonored at a financial institution, losing credit at a supplier, or making a fringe benefit contribution payment late.

Section 6. Consistent with the provisions of the fringe benefit trust agreements, an employer who fails to make the required fringe benefit contributions by the 15th of the month following the month from which contributions are due shall be assessed a liquidated damage of 3% of the unpaid fringe benefit contributions due, payable as additional fringe benefit contributions. If payment of delinquent contributions is not received within ten days of the 15th due date, an additional 7% liquidated damage assessment shall be due from the delinquent employer, also payable as additional fringe benefit contributions. The union shall have all of its same rights and remedies with respect to liquidated damages which remain unpaid after the 15th of the month following the date on which such liquidated damages were incurred as the union has with respect to any other unpaid fringe benefit obligation.

ARTICLE XI – Reporting Pay

Any employee after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the established hourly rate unless he has been notified before leaving home not to report, and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. However, the exception shall be when weather or strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby, or when an employee leaves work on his own accord.

In or to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released by the Employer. After starting work and work is stopped because of weather or strike conditions, the employee shall receive pay for the actual time on the job, but in no event, less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions subject to consultation with the Union.

ARTICLE XII – Payday

Wages at the established rates shall be paid in the shop, on the job, mailed to and received at the employees designated address, or direct deposited once a week not later than four (4) days (excluding Saturdays, Sundays and Holidays) after the close of the period for which wages are due. This also applies to employees that are laid-off or terminated by the employer. The employer will be responsible to pay two (2) hours pay for every working day (excluding Saturdays, Sundays and Holidays) that the employee has to wait.

ARTICLE XIII – Conditions of Employment

Section 1. Tools. Union members shall furnish no tools or equipment by loan, rentals or otherwise.

All workmen shall accept the responsibility for the proper care of all tools, and/or equipment furnished by the individual Employer. Any workman who abuses the provisions of this section shall be subject to investigation by the Joint Labor Board and any disciplinary action it levies.

Section 2. Other Conditions of Employment. Journeymen and registered apprentices, parties to and recognized under this Agreement, shall not be required as a condition of employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation shall be provided by the Employer.

No journeyman or master shall drive a vehicle in pursuit of his craft unless the vehicle bears the name of the Employer.

No employee shall directly or indirectly, or by subterfuge, contract any work covered by the terms of this Agreement. No employer shall directly or indirectly, or by any subterfuge, sublet or contract to members of the Union all or any part of the labor services required by any contract of such Employer.

Section 3. All employees will be required to complete an approved First Aid Course on employee's own time. Ten hours training for Journeyman enforced by the Union.

Section 4. Responsibility for Work. Any work installed incorrectly through the willful negligence of the journeyman shall be corrected by the journeyman on their own time or by paying for the time of another journeyman correcting same, provided that the journeyman, if at fault, has been given an opportunity to correct such faulty workmanship her/himself.

ARTICLE XIV – Work Stoppage

Section 1. Picketing; Work Stoppage. Refusal to pass through a lawfully permitted picket line will not constitute a violation of this Agreement.

Section 2. Conditions Where Work Stopped. When a work stoppage occurs on a job site, and men are assigned to other non-stuck projects either by Union or Employer, the Union will make a special effort to return the men to their former Employer. Supervisory personnel will be permitted the right to cross a picket line to secure tools and equipment of Employer.

ARTICLE XV – Supervision

Section 1. Foreman rate of pay shall prevail for the employee who is assuming full responsibility for any job requiring setting sleeves, reading plans, expediting materials and representing the Employer in meetings with architects, engineers, general contractors or their representatives on the general program of work for any job. No foreman shall supervise more than one job that requires a full time foreman and it is mandatory that there be a foreman whenever four (4) or more journeymen and apprentices are employed on a job, or when the mechanical contract exceeds \$25,000, (excluding sheetmetal), it shall be up to the discretion of the Employer whether or not to use a foreman. An Employer may act as his own foreman.

Section 2. One (1) foreman for ten (10) journeyman and apprentices, two (2) foremen for up to twenty (20) journeyman and apprentices. When thirty (30) men is reached, a general foreman will be added.

ARTICLE XVI – Grievances

Section 1. A committee shall be appointed by majority vote of the parties hereto upon the execution of this Agreement to be known as the Joint Labor Board. Said Board shall consist of six (6) members, three (3) members to be appointed each by the Employers and the Union. Each member shall serve upon said Board until his successor is appointed by the party appointing him. Said Board shall have the power:

A. To make rules and regulations for the conduct of its business including provisions for defraying the expenses of the Board in the administration and enforcement of this Agreement.

- B. To construe and apply the terms of the Agreement to effectuate the purpose for which it is made.
- C. To investigate, hear, determine and settle any dispute or controversy arising out of, connected with, or pertaining to the terms, provisions and conditions of this Agreement.
- D. To award damages and assess costs and expenses for any breach or violation of this Agreement.

Section 2. Any person for whose benefit this Agreement is made, aggrieved by the decision or award of the Board, may as herein provided but not otherwise, within ten (10) days after written notice of said decision or award, demand that said controversy or dispute be submitted to arbitration proceedings, as provided herein. Said demand shall be in writing and may be served within the said ten (10) days, upon any member of said board in the manner provided for the service of a Summons in the District Court of Minnesota.

Section 3. Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiation between the Union and the Employer. Any controversy which cannot be so settled promptly shall be referred to an Arbitration Board composed of two (2) representatives of the Union, two (2) representatives of the Employer, and these four (4) shall select a fifth impartial person. (If the first four (4) cannot agree upon the fifth member within five (5) days, then the State Labor Conciliator upon request of either party shall be selected as said impartial members, in the following manner: Each side shall in rotation strike one name until four are eliminated, leaving the fifth as the impartial member. The side entitled to the first strike shall be determined by lot).

Section 4. The majority decision of this board shall be final and binding on both parties. All complaints must be registered within thirty (30) days by either party to this Agreement, and the decision reached within ten (10) days. If dispute is in regard to hours or wages, the settlement shall be retroactive as of the date of violation.

Section 5. Should any person fail to comply with the award of the arbiters as herein provided, upon the parties hereto may proceed as provided by the Minnesota Statutes of 1999, Section 572.08 to 572.30, inclusive.

Section 6.

- a. In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the National Joint Board or any successor agency of the Building Trades Department.
- b. “Decisions rendered shall be final, binding and conclusive on Employers that are parties to or have adopted this Agreement and on all Unions affiliated with a national or international Union that is a member of the Building and Construction Trades Department, whether or not parties to this Agreement.”

- c. “This Article shall apply to any and all jurisdictional disputes, between or among Unions affiliated with the Building and Construction Trades Department, on all work covered by this Agreement and related work performed by the Employer, whether or not the Union involved in the jurisdictional dispute have any members employed by the Employer and or not, the Unions involved are in agreement with the Employer.”

ARTICLE XVII – *Temporary Heat*

Section 1. All temporary heat is recognized as the work of the heating contractor, maintenance by United Association members rather than some other craft wherever temporary heat is used. The same now applies, by extension of the original Agreement, to gas and oil-fired equipment and to refrigeration and air conditioning and other installations. This means that it is optional with the owner or Contractor whether to provide for temporary heat, but wherever temporary heat or cooling is provided, then the conditions under which it is maintained shall be governed by this Agreement, as long as all phases of maintenance are recognized as the work of the United Association until the general tests are completed and the job is accepted by the owner.

Section 2. All overtime over eight (8) hours per day and over forty (40) hours per week on a round-the-clock schedule shall be paid for at the rate prescribed in Article XXII.

Section 3. When temporary heating and cooling is on a spot check basis, the minimum time worked shall be one (1) hour per spot check.

ARTICLE XVIII - *Savings Clause*

If any provision of this Agreement shall by official governmental authority, order or court decision be declared invalid, then such invalid provision shall be of no force or effect. In lieu thereof, the parties shall thereafter negotiate a valid provision.

ARTICLE XIX - *Industry Fund*

Section 1. The Employer shall pay to the Minnesota Mechanical Contractors Industry Fund the sum outlined in the Appendices for every hour worked, including overtime hours, by journeymen, foremen, and general foremen, and apprentices and employees engaged in or performing the duties of any of them within the jurisdiction of the Union.

Section 2. The payments so made shall be used for industry promotional and related purposes, in accordance with the Trust Agreement of said Minnesota Mechanical Contractors Industry Fund.

Section 3. The Employer agrees to abide by the Trust Agreement developed and administered by the Minnesota Mechanical Contractors Association and accepts the Trustees selected and appointed in accordance with said Trust as his representatives and to administer the funds in the possession of said Fund.

ARTICLE XX - Duration

Section 1. All provisions of this Agreement shall be in force and effect beginning May 1, 2008 unless otherwise specifically stated herein, and continue in force for a period ending April 30, 2011, and shall automatically continue in effect thereafter from year to year unless a notice for a change in this Agreement is given in writing by one party to the other at least sixty (60) days prior to any expiration date. Within two (2) weeks of such notification for a change in this Agreement, negotiations shall be commenced by the respective parties.

Section 2. Members of the parties hereto agree to report every grievance or violation of this Agreement to the Joint Labor Board or any member thereof immediately upon knowledge thereof and may be fined for not doing so. Such grievances or violations may be settled forthwith by duly authorized agents of the parties hereto. Any person aggrieved by such decision may appeal to the Joint Labor Board within twenty-four (24) hours thereafter and such appeal shall be determined by the Board within ten (10) days after such decision.

ARTICLE XXI - Renegotiation

In the event the parties hereto mutually agree to renegotiate this Agreement prior to the expiration date, any modifications, deletions or additions thereto shall be binding on all signators.

ARTICLE XXII – Working Conditions

Section 1. Hours of Work. Eight (8) hours of work between the hours of 7:00 a.m. to 5:30 p.m., shall constitute a work day. Five (5) working days, Monday thru Friday, inclusive, totaling forty (40) hours, shall constitute a work week.

Section 2. Overtime. Overtime rates shall apply as follows: All work performed before and after the regularly scheduled eight hour work day shall be time and one half times the rate of pay except Sundays and holidays, which will be double time.

Section 3. Emergency Work. Emergency work shall be defined as that which is for the protection of life, health and property. Such emergency work performed other than regular working hours shall be paid for at one and one half times the hourly rate of pay if called on same day work is performed.

If there is a grievance about overtime pay, the joint labor board will decide.

Section 4. Night Shifts. There must be at least five (5) consecutive nights of work before the term night shift shall apply. When necessary to work a night shift, the men shall receive 15% over the journeyman rate of pay for a second and third shift.

Section 5. Holidays. Holidays shall be defined as observed within the territory covered by this Agreement as follows: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day

and Christmas Day. If one of the holidays above falls on a Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, work performed on Sunday shall be paid at double time for that day; worked performed on Monday, will be paid at double the straight time rate. No work shall be performed on Labor Day except in case of emergency.

Section 6. Adherence. Under no condition shall any one member of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO deviate from the above Article XXII.

Section 7. By mutual consent of the Employer and the Union, the starting and quitting time of a normal established work day of eight (8) hours for the one Employer may be set or changed for any or all employees.

Section 8. Four 10-hour days. With the approval of the employee and union, the Employer may initiate a scheduled 10-hour 4 consecutive-day work week, Monday through Friday, during the Daylight Savings Time period of the year, which starts the first Sunday of April and ends the last Sunday of October, Monday to Sunday. The first 40 hours shall be paid at straight time, the next 10 hours shall be paid at time and one half. Any hours worked after 50 hours shall be paid at double time.

Section 9. Travel/Subsistence. *(See map on page 25.)* Mileage, Subsistence, Travel:

- A) 40 mile radius around the St. Cloud City Hall no mileage applies.
- B) Next 25 whole miles (41-65) miles 50.5¢ per mile. (Changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate.)
- C) Travel in excess of 65 miles (whole miles) \$40.00 per day subsistence. Effective May 1, 2009, the rate will be \$45.00 per day. Effective May 1, 2010, the rate will be \$50.00 per day.
- D) Members address shall be official mailing address as it appears in Local 15 hiring hall data base.
- E) The employer may pay transportation costs to and from the job site at the beginning and completion of the job plus subsistence as described in *C (above)*. All intermediate trips made at the direction of the Employer shall be paid for as described in *C*.
- F) When performing work in the jurisdiction of another Local Union the Employer further agrees to pay all transportation, traveling time, reasonable board and room and expenses mutually agreed upon between the Employer and employee while in the jurisdiction of the other Union.

Section 10. Classification and Rates of Pay. Journeymen, foremen and general foremen shall receive hourly rates of pay as set forth in Appendix "A." Apprentices shall receive hourly rates of pay as set forth in Appendix "B."

The amounts may be changed by a written sixty (60) days notice to the Contractor's Association. Any increase to the Working Fee Fund will correspond to a decrease of like amount in the Base Wage or Credit Union.

Section 11. Benefit Funds. The Employer shall pay into the applicable trust arrangement the required amounts in each of the following funds for each hour worked, including overtime hours at the overtime rate, (for example, for double time hours, all fringes shall be paid double time) by each journeyman, foreman, general foreman, and each apprentice or employee engaged in or performing the duties of any of them within the jurisdiction of the Union. For the purposes of this Agreement, applicable trust arrangement is interpreted to mean employers who have Local Union #15 members working in Local Union #34 jurisdiction will pay Local Union #15 fringes.

- Health and Welfare Fund
- Pension Fund
- Credit Union
- Apprentice and Journeyman Training Fund
- Industry Fund
- Working Fee Fund
- National Pension Fund
- Pension Supplement Fund
- Industry Promotion Fund
- Political Action Fund

The above fringe benefits—Health and Welfare, Pension, Pension Supplement, Credit Union, Apprentice and Journeyman Training, Industry, Working Fee, National Pension, Industry Promotion, and Political Action funds—shall be paid in multiples of one-half (½) or full hours. This applies to straight time and overtime rates. All fringe benefits on overtime or shift premium shall be paid at overtime rates.

Section 12. Portability. The Employer has the freedom to move an unlimited number of employees into and out of any Local Union's jurisdiction in the State of Minnesota. The Employer will be responsible for reporting work in the area to the Local Union and paying travel card fees for the traveling member(s). Job targeting funds and union project agreements can only be utilized for local union members.

ARTICLE XXIII – Residential and Maintenance

The parties hereto agree to meet and study problem areas in the Plumbing industry pertaining to single family dwellings, and also in the maintenance field.

ARTICLE XXIV – *Drug and Alcohol Policy*

Drug testing is allowed by the Employer under these circumstances: reasonable suspicion, pre-employment, post-incident, work opportunity mandated testing (owner, general or government required).

Employee will be given a dated card that shows successful test that is valid from exemption for pre-employment testing for one year from date of previous test. TEAM administers the testing procedures.

No database.

Allow for use of drug testing strips (commonly called ‘quick test’), with use of confirmatory test.

All referrals who receive a negative test result shall be given two hours straight time pay by the Employer.

Any employee required by an employer to provide a specimen for testing during scheduled work hours will be paid compensation and fringe benefits for the actual time away from work.

Should the retest results be non-negative and the employee lose wages due to the initial non-negative test, the Employer shall pay the employee for lost time at the straight time rate if the confirmatory test is negative.

Industry Fund pays for drug test.

Article XXV – *Standard for Excellence*

Section 1. Member and Local Union Responsibilities. To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer

- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

Section 2. Employer and Management Responsibilities. MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeyworkers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline

- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

Section 3. Problem Resolution through the UA Standard for Excellence Policy. Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

Member and local union responsibilities:

- The local union and the steward will work with members to correct and solve problems related to the job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall not be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

Employer and management responsibilities:


- Regular meetings will be held where the management team and the UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

Additional jointly supported methods of problem resolution:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents, and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed, sealed and delivered by their proper and duly authorized officers and representatives, effective as of the date herein set forth.

MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION



By: Steven G. Petterson, Executive Vice President

UNITED ASSOCIATION OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, LOCAL NO. 15



By: Robert Hansen, Business Manager

FOR THE EMPLOYER:

Name of Association or Business

By: _____

	Name	Title/Date
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Address	City	Zip	Telephone
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FOR THE UNION: LOCAL NO. 15

By: _____
Name of Business Manager/Agent

Appendix "A" – Journeyman Rates of Pay

Plumbers Local No. 15 Area 03			
JOURNEYMAN & FOREMAN RATES OF PAY			
	Effective Dates		
	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
<u>Base Wage</u>			
Journeyman*	\$26.61	+2.30	+2.35
Foreman*	28.71	+.10	+.10
General Foreman*	29.76	+.15	+.15
		increase	increase
<u>Fringe Benefits</u>		over	over
Credit Union*	5.70	5/1/08	5/1/09
Working Fee*	.67	package	package
Local #15 Pension TCPT	2.34		
Pension Supplement	2.25		
U.A. Pension	2.25		
Health & Welfare	7.09		
Retiree Health Trust	2.15		
Apprentice & Training	.55		
MMC Industry Fund	.10		
Int'l Training Fund	.10		
<hr/>	<hr/>	<hr/>	<hr/>
Yearly Totals	49.81	52.11	54.46

The amounts may be changed by a written sixty (60) days notice to the Contractor's Association. Any increase to the Working Fee Fund will correspond to a decrease of like amount in the Base Wage or Credit Union/Vacation Fund.

Appendix “B” – Apprentice Rates of Pay

ST CLOUD AREA
PLUMBERS APPRENTICE WAGE SCALE

EFFECTIVE MAY 1, 2008

Based on Journeyman rate of \$26.61 per hour

PROVISIONAL PRE- APPRENTICE	1st YEAR	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR
	45%	55%	65%	75%	85%
Taxable Base Wage	\$11.97	\$14.64	\$17.30	\$19.96	\$22.62
Working Fee	.67	.67	.67	.67	.67
Credit Union	2.90	2.90	4.70	5.70	5.70
Taxable Total	\$15.54	\$18.21	\$22.67	\$26.33	\$28.99
Fringe Package					
Health & Welfare	7.09	7.09	7.09	7.09	7.09
Retiree Health Trust	2.15	2.15	2.15	2.15	2.15
Int'l Training Fund	.10	.10	.10	.10	.10
Local Pension	---	1.54	2.34	2.34	2.34
U.A. Pension	2.25	2.25	2.25	2.25	2.25
Apprentice Training	.55	.55	.55	.55	.55
Industry Fund	.10	.10	.10	.10	.10
Pension Supplement	---	---	.25	.25	.25
Total Fringes	\$12.24	\$13.78	\$14.83	\$14.83	\$14.83
Total Package	\$13.50	\$27.78	\$31.99	\$37.50	\$43.82

**Minneapolis Plumbers
Local #15
Free Zone Map**

