

WORKING AGREEMENT

Between

**PLUMBERS LOCAL
UNION NO. 34**

and

**MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

St. Paul, Minnesota

Effective May 1, 2008

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WORKING AGREEMENT

THIS AGREEMENT, entered into this first day of May 2008, by and between:

(Name of Employer)

(Trade Name)

(hereinafter called "Employer"), who is engaged in the plumbing and piping industry, in the territorial jurisdiction of UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, Local No. 34 of St. Paul, Minnesota ("Union"). (If the above-named "Employer" is an association of employers, it is understood that it is representing and acting on behalf of its member-employers whose names have been submitted to the union and who are individually referred to in this Agreement and as fully bound as an "Employer" as though each had executed individually.)

WITNESSETH:

WHEREAS, the Employer is engaged in the plumbing and piping industry and in the performance of such work 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 its membership or on its job referral list 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 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 pipefitting 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 mutually agree as follows:

**PART ONE
UNION RIGHTS AND OBLIGATIONS**

ARTICLE I - Recognition

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

ARTICLE II - Trade Jurisdiction

Section I. Trade Jurisdiction.

- (a) *Trade or Work Jurisdiction.* This Agreement covers the rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing and/or pipefitting systems and component parts including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances, and equipment, by any method, including all hangers and supports of every description and all other work included in the trade 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. 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.

- (c) *Fabrication.*
- (1) As a primary working condition, it is agreed that all pipe formations, systems, or controls, or component parts, included within the following list, as amended from time to time as provided in this Agreement, shall be fabricated on the job site or in the shop of an Employer within the bargaining unit who is bound by this Agreement, except as otherwise mutually agreed upon with relation to any particular job.
1. 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.
 2. On boilers, all piping beyond the gas and oil burners proper and trim piping on those boilers 30 horsepower or more.

3. All hangers, pipe supports, stanchions, braces, guides, and supports for the sole support of the equipment, which are not available for purchase as standard stock items.
 4. The setting and erection of all piping appurtenances handled by the piping trades as per the agreements with the Sheet Metal Workers International Union, Boilermakers International Union, and Carpenters International Union.
 5. Assembling all unassembled cooling towers and erecting of all cooling towers for air conditioning, refrigeration equipment, and other purposes as per agreements with the Carpenters International Union and the Sheet Metal Workers Local Union.
 6. Installation of all sleeving for piping and equipment within the jurisdiction of the Union exclusive of chases and shafts.
 7. Installation of all roof drains when used in conjunction with United Association material or equipment.
 8. The adjusting and servicing of all heating and/or cooling devices that are the jurisdiction of the Union except for factory trained representatives or trained experts whose supervision may be requested by owner, architect, engineer or contractor.
 9. The agreements with other Unions referred to above are incorporated and made a part of this Agreement. These agreements shall be made available at the offices of the Employers Association and the Union.
- (2) A committee shall be appointed or elected, to be known as the Industry Fabrication Committee, consisting of six (6) members, three (3) to represent the Employers Association, and three (3) to represent the Union. Each member shall serve upon said committee until his successor chosen by the party selecting his predecessor. Two (2) members present from each side shall be necessary for a quorum, and if in any meeting the representation is unequal, the side having a member absent shall have his vote to cast, so that in all meetings voting strength shall be equal to both sides. The Committee shall have the power:
1. To make rules for the conduct of its business including provisions for defraying the expenses of the Committee in the administration and enforcement of its decisions.
 2. To the above said list provided that any proposal for amendment shall be submitted in writing to the Employer Association and the Union at least 10 days in advance of the scheduled meeting of the Industry Fabrication Committee at which the proposal is to be considered.
 3. A copy of the above list shall be available in the offices of the Employer Association and the Union, and shall be made available to any Employer upon request. All Employers specifically agree to abide by the conditions of this entire subsection (c), whether belonging to said Association or not.

4. The Committee shall endeavor to meet at least quarterly for the purposes of review of the lists and possible alterations of the same, having in mind the purpose of preserving locally as much work as possible within this bargaining unit, while meeting the current needs of the Industry.
5. If either side fails to provide its share of a quorum at any quarterly meeting, or if the Committee is deadlocked for more than thirty (30) days on a matter of interpreting or altering the list as required, then either side by written demand on the other side may submit the matter to arbitration, and in that event, Sections 4 through 10 of Article XXII shall apply. The written demand shall be served by certified mail.
6. Until the ruling on a questioned item is made as provided above, the contractor's designation of work and material shall be accepted without strike, slowdown, work stoppage, or lockout and without penalty in the event of a later ruling by the Committee adding the questioned item to the above list.

The word "fabricated" as used, includes the work specifically described in the items on the above list.

- (3) Employers shall have the freedom to fabricate and install all materials fabricated by United Association members of a signatory employer. United Association Union Labels shall be required.
- (d) *Work Preservation.* As a primary working condition, employees herein reserve the right to decline to commence work on any job where all of the work described in the following list is not to be performed by employees, except as otherwise mutually agreed upon with relation to any particular job. This provision is limited to work that is to be performed on the job-site of an Employer within the bargaining unit who is bound by this Agreement. It is understood that Article IV does not apply where employees decline to commence work under this provision.
- (1) All work of the craft included within the awards of the National Board for Jurisdictional Awards published April 1, 1965.
 - (2) All work of the craft within such awards rendered after April 1, 1965.

It is understood that this Clause (d) and the scope of the work described in this list is limited to job-site work as determined by (1) the designs and specifications furnished to the employer before the award of the work and governing the work to be performed on any particular job, or (2) in the absence of designs and specifications, the contract governing such work on any particular job.

- (e) *Subcontracting.* There will be no subcontracting of work historically performed within the bargaining unit except to other employers signatory to this Agreement.
- (f) *Double-Breasted Clause.* Any business enterprise now owned in whole or substantial part by the beneficial owners of the Company covered by this Agreement which engages in the same or similar type of business enterprise in the jurisdiction of this Union and employs the same or

similar classification of employees covered by this collective bargaining agreement shall also be subject to the terms and provisions of this Agreement upon presentation of authorization cards signed by a majority of said employees.

Section 2. Territorial Jurisdiction.

- (a) *Geographical Limits.* The jurisdiction of this agreement for the Union shall be the counties of Ramsey, Dakota, Washington, Chisago, and such portions of Goodhue County as are awarded by the United Association (which shall constitute Zone One) and the jurisdiction of the Minneapolis unions shall be the counties of Hennepin, Scott, Carver, Anoka, McLeod, Wright, Isanti, Mille Lacs, and that part of Sherburne County lying East of Highway No. 218. Other counties may be added by consent of said United Association and after notice to the Employer Association. Employers have the freedom to move unlimited number of employees in and out of any local union's jurisdiction in the State of Minnesota. The employer shall be responsible for reporting work in the area to the local union and paying travel card fees of the traveling member. Job market recovery and union project agreements can only be utilized for local union members.
- (b) *Payments by Employer.* The Employer agrees that whenever 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, 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 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 provided there is in force a like reciprocal clause in the Working Agreement of such other Union.

Section 3. Maintenance and Service Contracts. It is recognized that special problems exist throughout the piping industry in regards to plant maintenance work and service work. This distinguishes and separates it from the work covered in this Working Agreement.

Therefore, a Service and Maintenance Supplement to the Working Agreement has been developed. It shall be binding on those Employers bound by the terms of the Working Agreement who have affirmatively and voluntarily signified they also wish to be bound by the terms of the Supplement.

The Union shall not seek such agreements directly with the Owner unless the Employer fails to seek such an agreement. The Union shall promptly notify the Employer Association of the names of Owners who may desire to enter into a maintenance agreement and such notice shall be given prior to the commencement of any negotiations between the Union and the Owner. It is further agreed that the Union shall not enter into such an agreement with the Owner without first giving 30 days written notice in advance to the Employer Association.

ARTICLE III - Union Security

All journeymen and apprentices, 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, 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's initiation fees (if any) and dues relating to the union's representational function, shall be deemed to have satisfied the membership in good standing obligation.

ARTICLE IV - Hiring

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

Section 2. Employer's Right to Reject. The Employer retains the right to reject any job applicant referred by the Union, subject to the nondiscrimination provisions of this Agreement.

Section 3. Selection of Applicants. Selection of applicants for referral to jobs shall be 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 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 remain in the proper sequence only if he or she possesses a state license and, if required, a municipal license (excepting that apprentices and applicants for training as provided need not possess such license).

However, retired applicants receiving benefits from the Pension Plan under this Agreement shall be referred for work only after all other non-retired and available applicants have been referred for work.

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

Section 5. Posting. The above four (4) sections of this Article shall be posted in places where notices to employees and applicants for employment are customarily posted.

Section 6. Exception. In the event the Union is unable to refer sufficient qualified journeymen as required by the Employer within forty-eight (48) hours, the employer may seek and hire such journeymen from any source upon mutual agreement between the parties.

Section 7. Employers may request recall for applicants that were previously employed within a period of one year, these requests may be honored without regard to the requested applicant's place on

the employment list. Bona fide request for applicants with special skills shall be referred in the order their names appear on the employment list.

Section 8. The Employer may assign, on a per-job basis, employees from the Minneapolis Plumbers Local #15 jurisdiction to work on job sites covered by this Agreement provided notification is given by the Employer and approval is granted by the Union.

ARTICLE V - Alcohol and Drug Policy

The parties to this collective bargaining arrangement agree to be bound by the “Minnesota Pipe Trades Association and Minnesota Mechanical Contractors Association Drug and Alcohol Policy and Program” and any revisions approved by its Policy and Program Administrative Committee. Approval of this collective bargaining agreement shall constitute renewal of the “Minnesota Pipe Trades Association and Minnesota Mechanical Contractors Association Drug and Alcohol Policy and Program.”

ARTICLE VI - Apprentices

Section 1. Selection. Selection for on-the-job training and related 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 the Union. There shall be no discrimination on account of race, sex, creed, color or national origin in the selection for on-the-job training and related training of apprentices.

PLUMBERS LOCAL NO. 34 APPRENTICE WAGE & BENEFIT SCHEDULE Effective May 1, 2008

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Wage*	\$17.51	\$19.00	\$24.17	\$26.38	\$28.96
Credit Union*	2.05	3.88	3.88	3.88	3.88
Health & Welfare	9.44	9.44	7.29	7.29	7.29
Retiree Health Trust	--	--	2.15	2.15	2.15
Apprentice Training	.32	.32	.32	.32	.32
Industry Fund	.11	.11	.11	.11	.11
Pension	.49	1.38	1.38	4.37	4.37
Int'l Training Fund	.10	.10	.10	.10	.10
Pension Supplement	.51	.87	1.59	.42	.88

** Taxable*

When there is a change in journeyman wages and/or fringes, this Agreement will be mutually modified by the Association and the Union to reflect a similar change in apprentice wages and/or fringes.

All apprentices shall be indentured by the Joint Apprenticeship Committee.

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

Section 2. Employment Ratio. Every shop may have one (1) apprentice if one (1) or more journeyman is employed steadily. 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 shall also be laid off according to the above ratio with journeymen.

The above employment ratios may be altered, amended, and modified at the discretion of the Joint Apprenticeship Committee or Union.

Section 3. Provisional Probationary Journeymen and Probationary Pre-Apprentices Working on Residential Housing. The employment of probationary pre-apprentices shall be as mutually agreed upon in writing between the Association and Union, subject to cancellation upon five (5) days written notice. Said cancellation may apply to any or all applicants. Canceled applicants will be replaced by apprentices subject to availability. Employment ratios for the above classification shall be established by the Union.

ARTICLE VII - *Union Representatives*

Section 1. Access to Jobs. 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 owner's rules.

Section 2. Steward. A steward shall be a working journeyman who is a member in good standing appointed by the Business Manager or Business Representative of the Local Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times (it being understood that the steward's duties may include consultation on any termination but not on referral or hiring). The Union agrees that such duties shall be performed as expeditiously as possible and the contractor agrees to allow the steward a reasonable amount of time for the performance of these duties. The Employer will meet with the Union prior to discharging the steward for cause.

ARTICLE VIII - *Employee's Responsibility*

Section 1. Tools. Employees covered by this Agreement shall furnish no tools or equipment by loan, rental or otherwise, except a proper rule.

All employees shall accept the responsibility for the proper care of all tools and/or equipment furnished by the Employer. Acknowledgment of receipt and return of tools and/or equipment shall be made on a form mutually agreed upon by Employer and Union. Any employee 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. Responsibility for Work.

- (a) Any work installed incorrectly through the negligence of the journeyman shall be corrected by the journeyman on his or her own time or by paying for the time of another journeyman to correct it; provided, that the journeyman, if at fault, has been given an opportunity to correct the faulty workmanship. Any dispute between the Employer and Employee arising out of this provision shall be determined as provided in Section 2(b).
- (b) Any dispute between the Employer and the employee arising out of section 2(a) shall be determined by a joint Task Force. The Task Force shall be composed of two members appointed by the President of the Minnesota Mechanical Contractors Association and two members appointed by the Business Manager of the St. Paul Plumbers Local 34. The Task Force shall gather information and meet to resolve the dispute within one week of the Union and the Association being notified of the dispute. By mutual agreement of the Union and the Association, this time period may be extended. The Task Force has the power:
- To make rules and regulations for the conduct of its business, including provisions for defraying the expenses of the Task Force in the administration and enforcement of this Section.
 - To construe and apply the terms of this Section to effectuate the purpose for which it is made.
 - 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 Section.
 - To award damages and assess costs and expenses for any breach or violation of this Section but not for collections.

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 employees, 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 Employer or employee shall drive a vehicle in pursuit of his craft unless the vehicle bears the name of the Employer, corporation, or emblem provided by the Industry Fund.

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.

PART TWO
EMPLOYER RIGHTS AND OBLIGATIONS

ARTICLE IX - *Employer Association*

The Minnesota Mechanical Contractors Association is recognized as the exclusive bargaining representative as to all Employers bound by this Working Agreement and the Association is further recognized as the exclusive body to select Employer representatives to serve on any joint committee, board or trust created under this Working Agreement. This Article applies to all Employers signatory to this Agreement, whether or not they are members of the Association.

ARTICLE X - *Management Prerogatives*

Section 1. Rights of Management. Except as otherwise specifically provided in this Agreement, the contractors retain all the rights and functions of management that they have by law.

Section 2. Foreman and General Foreman. The selection of General Foreman and/or Foreman is the responsibility of the Employer. When making that selection, consideration will be given to qualified persons available from within the territorial jurisdiction of the union.

Section 3. Uniformity of Conditions. It is the purpose and intention of the parties to stabilize wages and working conditions within this industry in the 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 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 or projects referred to in Article XVII, Section 9.

ARTICLE XI - *Payments by Employer*

Section 1.

(a) **Classifications and Rates of Pay.** Journeymen, foremen, and general foremen shall receive basic hourly rates of pay as set forth below:

**PLUMBERS LOCAL NO. 34
WAGES & FRINGE BENEFITS**

	Effective Dates		
	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
<u>Base Wage</u>			
Journeyman*	\$32.78	+\$2.40	+\$2.60
Foreman*	35.38	+0.05	+0.05
General Foreman*	36.43	+0.10	+0.10
		increase	increase
<u>Fringe Benefits</u>			
		over	over
Credit Union*	3.20	5/1/08	5/1/09
Working Fee*	.93	package	package
Pension	4.73		
Pension Supplement	3.00		
Health and Welfare	7.29		
Retiree Health Trust	2.15		
Apprentice Training	.32		
MMC Industry Fund	.11		
Int'l Training Fund	.10		

****Taxable***

Included in the Vacation/Dues is \$0.15 per hour for the Organizing Fund. This contribution is union dues payable to the Minnesota Pipe Trades.

(b) Foremen, Parking, and Paychecks.

Foremen. 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. It is mandatory that there be a foreman whenever four (4) to nine (9) employees are covered by this Agreement are employed on a job and an additional foreman shall be selected for each additional nine (9) employees or portion thereof.

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

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

Paychecks. Paychecks paid to employees shall show earnings, withholding taxes, fringes, straight time, time-and-one half (1½) and double-time hours.

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

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

Section 2. Failure to Pay. Failure by an Employer to pay wages as stated, or failure to pay when due the other required payments stated in Articles XIII and XIV shall constitute a breach of this Agreement, and the Union involved shall have all the rights afforded to it by law for 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.

Section 3. Trust Agreement and Rules. The Employer agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the Trustees of the various benefit and other funds as fully as if specifically set forth here, and they are incorporated by reference and made a part of this Agreement. These trust agreements and rules shall be available for inspection during business hours by all Employers and Unions at the offices of the Trustees of these 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 the Trustees.

If the trust agreements or rules are in conflict with any of these provisions, this Agreement shall govern.

Section 4. Penalty for Default. In the event of default by any Employer in making 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 on any wages or other payments in default, plus all actual collection costs, including reasonable attorney's fees incurred in the collection. 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. Contributions and payments for the purposes of enforcement of collection against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

Section 5. If such bond is not so posted within seven (7) days after such notice, or if the Employer defaults in timely payments of required weekly contributions, the Union shall, upon written notice, refuse to work and/or cancel and terminate this Working Agreement with such Employer.

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 benefits funds, as outlined in the Appendix, and is therefore in default such defaulting Employer, within seven (7) days, shall:

- Pay 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 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. Employer Liability. The Employer 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 here 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 name or style which is similar or different from the name ordinarily used by the Employer here, and irrespective of the right to reimbursement from others, or (c) any bankruptcy or insolvency proceeding which discharges any part of any obligations, in which case the Union may require as a condition precedent to signing a new Working Agreement the payment of all or part of the discharged obligations. For the purpose of clause (c), the phrase "Employer" includes one or more of the principals of the discharged Employer, regardless of the form of legal entity involved.

Section 7. Copy of Report to Union. The Union shall be furnished with a copy of each Employer reporting form covering all required contributions.

Section 8. Twin City Pipe Trades Service Association. In order to effect prompt collection of required employer payments and to administer on any agency basis the various benefit and training funds on an efficient and economical basis, the Trustees of the Health and Welfare Fund and the Pension Trust are authorized, in their sole discretion, to establish a Twin City Pipe Trades Service Association (called "Service Association") and to enter into arrangements for centralized handling of administrative functions on behalf of the various funds.

The Service Association may be established by a voluntary or incorporated organization to be controlled by representatives selected by the Trustees of the Health and Welfare Fund and the Pension Trust which have service agreements with the Service Association for the handling of their administrative functions. The representatives shall constitute the Board of Trustees or Directors of the Service Association and shall be so selected that they and their alternates if any, shall be in equal numbers from Employers and Unions, provided that suitable provision shall be made for selection of an impartial chairman when needed in order to break any deadlock and to arrive at a decision.

The Service Association may contract for servicing other labor-management funds, credit unions, savings plans and such other mutually agreed upon funds or accounts.

Section 9. Service Agreements. The service agreements may provide, in return for a monthly service charge to be calculated on a cost basis, for the furnishing by the central organization of the necessary space, furniture and equipment, supplies and postage, personnel and consultation service, and its payment of bond and insurance premiums and any local and federal taxes, withholding, and other contributions, as may be required to perform all or part of the routine administrative functions of the participating funds as may be agreed upon. The charge to each Fund shall be fixed at an amount which is equitable to each, considering the amount of moneys handled and the work involved. Such service agreements shall not delegate any policy-making authority, which shall be specifically reserved to the Trustees or governing body of each of the Funds.

Section 10. No Employer shall give or offer to any person covered by this Agreement, nor shall any such person solicit or accept, any compensation, benefit or thing of value, in whatever form, which is over and above those specified in this Agreement.

This shall not be construed to prevent one annual gift not in excess of \$50.00 given during a holiday season.

Section 11. 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 XII - *Travel and Subsistence*

Section 1. Travel and subsistence allowance shall be paid by the Employer to each Employee subject to this Agreement when the job site is outside of the free zones as defined.

Section 2. The free zone shall consist of the counties of Ramsey, Washington, Dakota and Chisago plus mutually agreed upon individual jobs located within the portion of Goodhue County awarded by the United Association. The free zone will also include the territory covered by the Minneapolis Plumbers No. 15 free zone.

Section 3. An employee shall receive no allowance for travel within free zones, except that when an employee uses a personal vehicle at the request of the Employer to transport himself or others from shop to job or from job to job within the free zones fifty and one-half cents (50.5¢) per mile, he shall be paid by the Employer with a minimum of three dollars (\$3.00) for each trip. Changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate for this Section and Section 4.

Section 4. The Employer shall pay employees the following for all travel beyond the free zones:

- (a) Changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate for this Section.
- (b) Fifty and one-half cents (50.5¢) per mile up to and including 25 miles, with a minimum of Three Dollars (\$3.00) per day. Employees receiving mileage payments under this section 4(b) shall not be paid for time spent while traveling.
- (c) On all jobs beyond 25 miles, fifty and one-half cents (50.5¢) per mile plus the basic hourly rate of pay while traveling. In lieu of fifty and one-half cents (50.5¢) per mile, the Employer may pay transportation costs to and from the job site at the beginning and completion of the job. All intermediate trips made at the direction of the Employer shall be paid for at the rate of fifty and one-half cents (50.5¢) per mile.

Section 5. The Employer shall pay to the Employee while on jobs over twenty-five (25) miles beyond the free zones but within the Union jurisdiction subsistence at the rate of twenty-five dollars (\$25.00) for each day worked. (For work performed outside the Union Jurisdiction, see Article II, Section 2 (b).)

Section 6. All contributions shall be paid on behalf of employees sent by the Employer to work outside of the territorial jurisdiction covered by this Working Agreement. All contributions will be paid on behalf of employees sent by the Employer to work in the Minneapolis jurisdiction. All contributions on behalf of the Minneapolis Plumbers Local #15 employees sent by the Employer to work in the St. Paul jurisdiction will be paid at the Minnesota Mechanical Contractors Association/Minneapolis Plumbers Local #15 rate. Should the Minneapolis Plumbers #15 wage and

fringe benefit package be less than the St. Paul Plumbers #34 wage and fringe benefit package, the Employer will pay Minneapolis Plumber #15 employees the difference in the form of wages.

Section 7. "Miles" referred to in Section 2 and 3 above shall be determined by the shortest available route of travel by automobile. "Miles" referred to in Section 4 and 5 above shall be determined by the shortest available route of travel from the free zone to the job site by automobile.

ARTICLE XIII - *Benefits and Other Funds*

The Employer shall pay on behalf of each person covered by the Agreement, the required contributions to the benefit fund, other funds, and designated credit unions as set forth.

The term "person covered" means each journeyman, foreman, general foreman, and apprentices, and employees engaged in or performing the duties of any of them within the jurisdiction of the Union.

The term "per hour" means actual hours worked. Contributions to any Fund or Credit Union for overtime hours shall be computed on the same basis as wages.

The Employer shall pay the required contributions on behalf of each person covered by the Agreement, on or before the 10th day of the succeeding month. If the contribution is not received in the bank depository by the 15th day of the succeeding month, the payment shall be considered delinquent.

As to any allocations permitted, notice shall be given in writing by the union to the Employer at least thirty (30) days prior to the effective date of the increase involved.

The Employer shall pay the institution handling the account one dollar fifty cents (\$1.50) per contribution report per month.

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 on behalf of all persons covered in the amounts as set forth. This Fund shall be operated under a trust agreement executed by the parties. At the option of the Trustees the Fund may be self-administered without insurance and the benefits provided may include direct service medical care. A 1¢ contribution will be added to Health and Welfare, above and beyond the negotiated settlement to fund of the Employer health and welfare plan.

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

B. Credit Union and Vacation/Savings Requirements

As a substitute for and equivalent of a Savings Plan, the Employer shall deduct for all persons covered the amounts set forth for deposit to the account of such person in the Credit Union designated by the Employee. Said contributions shall be deposited in the Credit Union which

shall retain the contributions for Employees who designate the Credit Union or forward contributions to another Credit Union or Savings Institution designated by the Employee. While such amounts are in the nature of payroll deductions, they shall be reported and paid by the Employer in the same manner as for other Funds. In consideration of such allocation, each Employee shall be required to take a vacation of one week in each calendar year and may, at his option, take a second week of vacation in each such year. The Employer shall notify the Union when each Employee is on vacation.

C. Pension and Pension Supplement Funds

The Employer shall bear the entire cost of financing and administering the Pension Plans, through payments to be made on behalf of all persons covered in the amounts as set forth. This Plan shall be operated under a trust agreement executed by the parties. It is understood that the pension supplement provided for is a defined contribution plan and the Employer's obligation shall be limited to payment of contributions. 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. The cash or deferred plan shall operate under the rules established by the trustees.

D. Training Fund

The Employer shall pay into a trust fund the amount set forth for an educational and training program for journeymen and apprentices, to be administered by the Joint Apprenticeship Committee.

It is understood and agreed that the educational and training program for journeymen and apprentices shall include training in accident prevention, first aid, and the Safety and Health Regulations for Construction.

E. Industry Fund

The Employer shall pay into a trust fund, the amount set forth. At the option of the Minnesota Mechanical Contractors Association, the sum may be increased and said increase will not reduce wages by a like amount. The trust fund shall be administered by the Employer Association in accordance with a trust agreement developed by the Employer Association. The purposes of the trust will be to increase the efficiency of the industry, develop job opportunities and benefit the public. No part of the fund shall be used directly or indirectly for any anti-union or political activity. A copy of an annual audit of the fund made by a certified public accountant shall be given to the Union.

It is agreed that from time to time, at mutually convenient times and places, the trustees will confer with the union regarding problems of mutual interest in the administration and disbursement of the funds held in trust. Provided, however, that such meetings shall be for discussion purposes only and nothing contained in the preceding sentence shall be construed to obligate, restrict, or limit, the right and duty of the trustees to administer the trust fund in accordance with the terms and provisions of the trust agreement.

- F. Political Action Fund
- 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 XIV - *Meeting Reimbursement*

The Joint Apprenticeship Committee shall reimburse Employers an amount at least equal to the wages and fringes actually paid by them to union member employees on account of attending any JAC meeting where both the unions and employers are involved, plus a flat one dollar (\$1.00) travel expense per meeting, if employer or any other informed party shall submit to the JAC an itemized statement showing hours lost, rate of pay, dates of meetings attended and name of committee or board.

As to any meeting, travel expense shall cover travel to and from the meeting and shall be paid whether the point of departure in travel to the meeting and point of destination for travel from the meeting is to the place of work or the residence of the union members. The purpose of including travel expense is to assure his employers' workers' compensation coverage during travel to and from any such meeting, whether or not such travel occurs during normal working hours.

In addition, where union members are reimbursed from any jointly administered fund, except the Joint Apprenticeship Committee, for any meeting where both unions and employers are involved, the Employer Association shall be reimbursed a like amount for each meeting.

ARTICLE XV - *Payday*

Wages at the established rate shall be paid in the shop or on the job before quitting time once a week. By mutual agreement between the employee, the employer and the Union payment may be made by mail or direct deposit. Payment shall be made 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.

ARTICLE XVI - *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 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 that employee to work or where stoppage of work is occasioned by weather or strike conditions or when an employee leaves work on his or her 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 the employee receives pay, unless released by the Employer. After starting to work, when 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.

PART THREE HOURS AND WORKING CONDITIONS

ARTICLE XVII - *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. shall constitute a work day. 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 may constitute a work week by mutual agreement between the union, employee and the employer. Any change in the starting time shall be by mutual agreement. If required by the general contractor or owner, and approved by the Union, Employer and employee, the work day may start as early as 6:00 a.m.

Employees being moved from job to job shall be notified in advance.

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

- *The first two (2) hours performed in excess of the eight (8) hour work day Monday-Friday shall be paid for at one and one-half times the basic hourly rate of pay. All work in excess of the first two (2) hours of overtime Monday-Friday shall be at the double time rate.*
- *All work performed on Sundays and holidays (as defined) shall be paid for at double the basic hourly rate of pay.*
- *The first eight (8) hours of work performed on Saturday shall be at one and one-half times the basic hourly rate of pay. Exception: (1) All composite work with pipefitters on water treatment and waste water treatment plants, performed on Saturdays, is paid at the double-time rate, and (2) On all industrial or commercial projects when working for the same company on the same job site with pipefitters, plumbers shall be paid double time.*
- *Service Exception:* Notwithstanding any provision to the contrary, all overtime service work shall be paid for at one and one-half times the basic hourly rate of pay for the first eight hours of work

except all service work on Sundays and holidays and after 8 hours of work on Saturdays. All service work on Sundays, holidays and after eight (8) hours of work on Saturdays shall be paid at double time.

- *Emergency Exception:* Notwithstanding any provision to the contrary, all overtime emergency work shall be paid for at one and one-half times the basic hourly rate of pay for the first eight hours of overtime except on holidays and after eight (8) hours of work on Saturdays. All emergency service work on holidays and after eight (8) hours of work on Saturdays shall be paid at double time.
- *Split Shift:* When employees are requested to leave the shop or job site and return or report to another site later, breaking the regular scheduled work day, these hours shall be paid at the rate of one and one-half (1½) times the hourly rate from 4:30 p.m. to 9:00 p.m. and after 9:00 p.m., these hours shall be paid at the double time rate.

OVERTIME CHART			
	<u>Service</u>	<u>Emergency</u>	<u>Other</u>
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

Section 3. Definitions. "Emergency work" shall be defined as that which is for the protection of life, health and property. "Service work" shall be defined as repair and maintenance work which is necessary to avoid interruption of normal operations.

Section 4. Shift Work. Shift work may be performed at the option of the Employer.

- The *day shift* is as outlined in Section 1 of this Article.
- Employees working the *second or third shift* shall receive pay for the actual hours worked. The hourly rate for persons on the second or third shift shall be fifteen (15%) percent over and above wage and fringe benefit package. Overtime shall be paid as outlined in Section 2 of this Article.

A second shift may be established only if such shift is worked on five consecutive days and there is a first or regular shift.

A third shift may be established only when there are first and second shifts as defined and the third shift is worked five consecutive days. The requirements of this paragraph shall not apply where the problems of a particular job make the same impracticable or impossible.

No shift beyond the first may be started before 3:00 p.m. If started, the pay shall be double the basic rate up to 3:00 p.m.

When mutually agreed upon, the above shift provisions may be revised on individual jobs.

Where the National Agreement applies on a particular job, the above shall not apply, and in such case, the Employer shall be obligated to pay only those rates for shift work as are set forth in the National Agreement.

A late shift is established only if the late shift is worked on five consecutive days or more; the late shift begins after 4:30 p.m. when there is no first or regular shift. The hourly rate for the late shift shall be at one and one-half times the basic hourly rate of pay for the first four hours and double the basic hourly rate of pay for all hours thereafter.

Section 5. Holidays. Holidays shall be defined as and 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, or the day recognized as such by the federal government.

Labor Day shall be a paid holiday. The employee shall be paid at the regular rate of pay. No work shall be performed on Labor Day except in case of emergency as defined, and then only after permission is granted by the Business Representative of the Union. 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.

The parties agree to meet and discuss problems that may arise regarding working during holiday periods. When it is economically feasible, the employer will give consideration to providing employment before and after holidays.

Section 6. After ten (10) hours of work, if it is necessary to continue work, then each employee shall be entitled to a thirty (30) minute meal break without loss of pay. Such thirty (30) minute breaks shall be allowed after each additional four (4) hours of such continuous work.

Section 7. Mutual agreement in writing and signed by the Association and the Union is necessary before any signator to this Agreement establishes work on a consistent overtime basis. A scheduled work week in excess of forty (40) hours shall be considered to be consistent. Unscheduled overtime which results in a work week in excess of forty (40) hours is not covered by this section.

Section 8. In the event the Employer is bidding a job against an Employer under the national agreement, or has bona fide reason to believe he is so bidding, and advises the Employer Association and Local Union, in writing, of this fact before the bids are opened, the national agreement shall apply.

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, then upon advising MMCA and the Union, this Agreement may be mutually modified on a job to job basis to allow Employers to become more competitive. This section will provide for the assignment of apprentices, probationary pre-apprentices and provisional probationary journeymen, for residential housing to meet the existing conditions.

Section 10. Standby pay will be as agreed to by the Employer and Employee, and approved by the local union's business manager.

Section 11. Four 10-hour Days. With approval of the employee and union, the Employer may initiate a scheduled 10-hour 4-consecutive-day work week, Monday through Friday. The first 40 hours will be paid at straight time, the next 10 hours will be paid and time and one half, and any hours worked over 50 will be paid at double time.

ARTICLE XVIII - Fair Standards

Section 1. Prohibited Employment. No person shall be employed as a journeyman, foreman, or general foreman by any employer signatory to this Agreement if such person holds a master license or master certificate of competency or owns a share of the business.

Section 2. Fair Employer. It shall be a violation of this Agreement for any Employer to perform work covered by this Agreement unless employing at least one (1) journeyman. Under no circumstances shall any beneficial owner, including shareholders and partners, of an Employer perform any of the work covered by this Agreement on any new construction, or perform any service or maintenance work covered by this Agreement in excess of four (4) hours per day.

Section 3. Employee Records. The Employer shall furnish timecard forms for each employee which shall be filled in by the employee, or the employee's foreman or supervisor showing actual hours worked, and shall be signed by the employee each pay period. These time cards shall be kept in the employer's office for a period of at least one year, and any card or group of cards shall be available for inspection with cause at any time at the request of the Twin City Pipe Trades Service Association or Union.

Section 4. Place of Business. The Employer shall at all times maintain an established commercial place of business identified as a shop or office engaging in the work described here, which in no case shall be a residence.

Section 5. Industry Improvement. The employer and the union shall cooperate in obtaining all work described in Article II on every job covered by this Agreement. It is further agreed that a reasonable amount of the Industry Fund shall be spent in contacting architects, engineers, owners, and other awarding authorities in checking plans and specifications to ensure that all work within the jurisdiction of the Unions signatory to this Agreement is awarded to the Employer.

Section 6. Use of License. No employer having a license or a certificate of competency in the fields of plumbing, steamfitting, refrigeration, or oil and gas heating, 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 not limited to picketing and refusing to work.

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 employees in this bargaining unit.

Section 8. Mechanical Industry Improvement Council (MIIC). The Council is organized as an area and industry-wide labor-management cooperation committee to encourage and support labor-management relationships, job security, competitiveness, productivity, organizational effectiveness and economic development.

Members of the Council will consist of equal representation of participating Twin City piping trade unions and the Minnesota Mechanical Contractors Association.

The following issues will be given priority to be addressed by the Council:

- A. Owner relations
- B. Portability—the movement of tradesman between the geographical jurisdictions, reciprocal licensing and competency cards
- C. Residential competitiveness
- D. Service and maintenance competitiveness

The Council will meet on a regular basis to improve the mechanical industry.

Section 9. 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 the MMCA Board of Directors and the Executive Committee of the Union. The committee will meet quarterly.

Section 10. 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 job site and shop. The Committee will address all safety issues, including:

- Mandatory job site 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 11. By mutual agreement, Plumbers Local No. 34 and Minnesota Mechanical Contractors Association may establish a warranty program. This program may be established in conjunction with other local unions.

Section 12. No self-employed member of the Union who works with the tools may employ another self-employed member who works with the tools.

Section 13. Workers' Compensation Fund. In the event the parties establish a joint Workers' Compensation fund, employees covered by this Agreement shall direct contributions and earnings within guidelines established under a trust agreement executed by the parties.

Section 14. Journeyman Education.

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

Section 15. Mechanical Industry Substance Abuse and Testing Committee. A joint labor-management committee will be established to address drug testing requirements and issues.

ARTICLE XIX - *Employer's Responsibility*

Section 1. Insurance and Taxes. Employer shall carry and keep in force workers' compensation insurance for the benefit of persons covered as defined in Article XIII 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. Injured Employee. In addition, the Employer shall pay a full day's pay for the day on which the employee leaves the job due to an injury on the job. In such case, the Employee shall furnish a medical report showing necessity for leaving the job for medical treatment for such injury.

Section 3. Proof of Insurance. 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. The Employer shall send a copy of the certificate to the Union, upon written request by the Union.

Section 4. Tax Record. Each Employer shall maintain a record available to any interested party of his state and federal social security individual tax number.

Section 5. Unemployment Compensation. 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 6. Limits of Coverage. Employer shall carry and keep in force public liability insurance covering bodily injury and property damage on all vehicles furnished for the use of Employees with dollar limits of at least 250/500/50,000.

Section 7. If the conditions of the job require the use of the following protective and safety equipment, it shall be furnished by the Employer: welding goggles, gloves, hoods, and leathers; hard hats and head bands; goggles, face shields, and gas masks when working with irritating or noxious chemicals, gas dust, flying particles or sparks; and safety belts or safety lines when required.

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 Local #34.

ARTICLE XX - *Picket Line*

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 employees are assigned to other non-struck projects either by Union or Employer, the Union will make a special effort to return the employees to their former employer. Employees will be permitted the right to secure tools and equipment of employer from a job site when a work stoppage occurs.

ARTICLE XXI - *Temporary Heat*

The owner or contractor shall have the sole right to determine:

1. If the installed system is to be used for temporary heating
2. If it is necessary to have spot checking or maintenance performed
3. When and how often spot checking and maintenance are to be performed

It is further understood and agreed that if spot checking or maintenance is to be performed:

- A. Maintenance of the installed system is recognized as the work of the United Association and not some other craft, until the general tests are completed and the job is accepted by the owner.
- B. If employees covered by this Agreement are working on the job, spot checking shall be performed by one of these employees during the day.
- C. If an employee performs a spot check on a week night or on a Saturday he shall be guaranteed one and one-half (1½) hours of work for each check at one and one-half (1½) times the basic hourly rate before midnight and double rate after midnight to 8:00 a.m.
- D. If an employee performs spot checks on a Sunday, or a holiday, the employee shall be guaranteed three (3) hours of work per day to be divided into one (1) spot check during the day time hours, and one (1) during the night time hours. Compensation shall be at double the basic hourly rate.
- E. If it is found necessary to perform work during a spot check period, and if the time needed to correct the difficulty on the job runs beyond those periods set forth above, the workers shall be reimbursed as provided for in other sections of this Agreement.

PART FOUR GRIEVANCE PROCEDURES

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 grievance may be presented to the Joint Labor Board by the Union, Employer, or the Association.

Section 2. Second Step—Joint Labor Board. The Joint Labor Board shall consist of six (6) members, three (3) members to be selected each by the Employer Association and the Union.

Each side shall have the right to cast three (3) votes at any meeting when less than its three (3) members are present, however, unit voting shall not be required.

Each member shall serve upon the Board until a successor is selected by the original selecting party. The 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 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. These damages, costs and expenses shall be disposed of as directed by the Board.
- E. In cases arising involving Article XI, Section 10, upon a majority vote of the Joint Labor Board, the Employer and Employee shall furnish those records to the Union and/or Association as are requested by the Joint Labor Board.

There have been selected joint committees, consisting of equal members of Employer Association and Union Representatives concerning the specific areas of this Agreement as follows:

1. Rigging
2. Fabrication, Work Preservation, and Subcontracting
3. Maintenance and Service Contracts
4. Fringe Benefits
5. Employer-Union Responsibility
6. Shift Work and Temporary Heating
7. Safety and Substance Abuse
8. Travel

In the event of a dispute involving any of these areas, the specific committee shall replace with equal power, the Joint Labor Board in the grievance procedure as provided in this Article.

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 within one (1) week after written notice of the decision or award, or lapse of one week without action, appeal and submit the dispute to the Arbitration Board. Notice of appeal shall be in writing and be served within the same one (1) week, upon any two (2) 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 a summons in the district courts of Minnesota.

Section 4. Composition of the Board. The Arbitration Board shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union and these four (4) shall select a fifth impartial member of the Board. If the first four (4) cannot agree upon the fifth member 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 the impartial member, in the following manner: Each side shall in rotation strike one (1) name until four (4) are eliminated, leaving the fifth as the impartial member. The side entitled to the first strike shall be determined by lot.

Each side shall have the right to cast two (2) votes at any session where less than its two (2) arbitrators are present; however, unit voting shall not be required.

Section 5. Limit of Time. The Arbitration Board shall reach a decision within two (2) weeks. The majority decision of the Arbitration Board 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 date of violation.

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

Section 6. Compliance with Award. Should any person fail to comply with the award of the Arbitration Board as provided, the parties, upon demand, may proceed as provided in Chapter 572 of the Minnesota Statutes as amended.

Section 7. 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.

The parties agree to abide by the terms of a tradeline agreement and its addenda as agreed to by the UA Local 455 and 34 on the effective date of the tradeline agreement and addenda.

Section 8. Extension of Time. Any notice or period or other limitation of time may be extended by mutual written consent of the parties.

Section 9. Penalties for Noncompliance. 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 10. Union Action Reserved. 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 Section 2 of Article XI or in Section 6 of Article XVIII.

ARTICLE XXIII - Moonlighting

Employees covered by the terms of this Agreement shall not:

1. Act as independent self-employed contractors.
2. Compete with Employers.
3. Buy material or equipment for their own use as independent self-employed contractors; in or for the performance of work defined in Article II, Section 1(a) Trade or Work Jurisdiction. Employers shall refer in writing to the Union, evidence of alleged violations of this Article.

ARTICLE XXIV - Residential Market

The parties agree to meet and study problem areas in the plumbing and pipefitting industry pertaining to single family dwellings.

There is established a Residential Portability Task Force. This Residential Portability Task Force shall be composed of representatives of Minnesota Mechanical Contractors Association, St. Paul Plumbers Local No. 34, and Minneapolis Plumbers Local No. 15. The Task Force shall meet to discuss and seek solutions toward increasing movement of residential personnel between the jurisdictions of Locals 34 and 15.

ARTICLE XXV - Check Off

In the event the Union desires to establish a dues check off fund for each employee covered under this Agreement, the designated amount shall be included in the Credit Union or Savings (in lieu of vacation) Holidays Fund which shall be uniform in total amount for Local 34. The Union agrees it will be responsible for obtaining authorizations. Dues check off is allowed for United Association Political Action Fund and Minnesota Pipe Trades Organizing Fund.

ARTICLE XXVI - Drug Testing

Section 1. Employees 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.

**PART FIVE
SAVINGS CLAUSE; DURATION**

ARTICLE XXVII - *Savings Clause*

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

ARTICLE XXVIII - *Duration*

All provisions of this Agreement shall be in force and effect beginning May 1, 2008 unless otherwise specifically stated, 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.

ARTICLE XXIV - *Renegotiation*

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

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, the parties have caused this Agreement to be signed by their proper and duly authorized officers and representatives, effective as of the date set forth.

For the Employer:

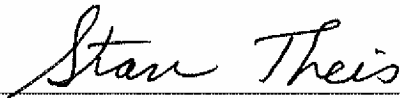
MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION



Steven G. Pettersen, Executive Vice President

For the Union:

PLUMBERS UNION LOCAL NO. 34



Stan Theis, Business Manager

FOR THE EMPLOYER:

(Name of Association or Business)

(Signature, Title)

(Signature, Title)

FOR THE UNION:

Local No. 34, St. Paul Plumbers

(Signature, Title)

(Signature, Title)

**TRADE LINE AGREEMENT
FOR
UNITED ASSOCIATION LOCAL UNION #34 AND #455**

At the direction of United Association General President, Martin J. Ward, from a recommendation (letter of May 10, 1979) from Assistant Director of Trade Jurisdiction, Joseph Petrucelli, United Association Local Unions #34 and #455 were instructed to draft a new Trade Line Agreement.

This Agreement was reviewed at the United Association General Office, Washington, D.C., on September 3, 1980, by the Assistant to the General President, Dominic L. Carnevale, International Representative, James Aschenbrener, Business Manager Local #34, Frank Horak, and Business Manager Local #455, Robert D. Lowe, Sr. The respective Local Unions were instructed to institute this Agreement and after further review by the United Association signing of same would be done at a later date.

On December 8, 1982, I was instructed by United Association General President, Marvin J. Boede, to sign and consummate this Agreement for the United Association.

/s/ James W. Aschenbrener
United Association International Representative
Minnesota and Wisconsin Area

**TRADE LINE AGREEMENT
BETWEEN
PLUMBERS & GASFITTERS LOCAL UNION #34
& PIPEFITTERS LOCAL UNION #455**

The intention of the following agreement is to bring about a harmonious understanding between Locals 34 and 455, 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 PIPEFITTERS LOCAL UNION No. 455 and the PLUMBERS LOCAL UNION No. 34 of the UNITED ASSOCIATION, agree to the following this 3rd day of September, 1980:

- A. Both Local Unions sincerely agree to respect and recognize the work jurisdiction of both Local Unions.
- B. Both Local Union 455 and 34 agree to use the unemployed members of each others Local Union whenever possible.
- C. The supervision shall be furnished by the Craft having jurisdiction of the work.
- D. All welding of piping to be done by Trade affected.

WORK OF THE PLUMBER

- 1. All plumbing fixtures to be installed and connected by the plumber.
- 2. All waste and drain lines shall be the work of the Plumbers, except such waste and drain lines that provide drainage from equipment and appliances recognized in this Agreement, as the work of the Steamfitter-Pipefitter. Waste and drain piping from systems, equipment, appliances and appurtenances forming a part of the Steamfitters-Pipefitters work, that empty into an open drain or fixture, open sump or basin, into a storm sewer, area drain, downspout or roof drain, or spills onto the ground, such waste and rain piping shall be installed and connected in the entirety by the Steamfitter-Pipefitter. Waste and drain lines that are connected to sanitary and domestic sewer lines will be work of the Plumber. Drains or waste lines from equipment recognized by this Agreement as the work of the Steamfitter-Pipefitter, that are connected to any receptacle from which any drainage or waste is reclaimed shall be the work of the Steamfitter-Pipefitter.
- 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.

4. All water mains which supply only appliances and equipment recognized in this Agreement as the work of the Plumber shall be installed in its entirety by the Plumber. All water mains which supply only appliances and equipment recognized in this Agreement as the work of the Steamfitter-Pipefitter shall be installed in its entirety by the Steamfitter-Pipefitter.

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

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 system) swimming pools, fountains and baptisteries, except all heat transfer piping and equipment for supplying heat to pools shall be the work of the Steamfitter-Pipefitter.
10. All piping and the setting of Solar Panels for the use of heating water for the plumbing system only shall be installed by the Plumber.

All piping and the setting of Solar Panels for the use of comfort heating, manufacturing or process piping purposes shall be installed by the Steamfitter-Pipefitter.

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 Steamfitter-Pipefitter shall install and connect all piping to the heating coil.

If tank is also equipped with an economizer coil, all piping for said coil shall be installed and connected by the Steamfitter-Pipefitter. 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 or fire lines.
16. All fire pumps, tanks or water main connections and standpipes with hose connections and cabinets.
17. All hot water coils in heating boilers for use in plumbing system.
18. All supply and waste water piping for 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.
20. All Gas mains and branches for plumber equipment only shall be the work of the Plumber on all jobs.
21. Gas mains on commercial projects for projects or jobs such as hospitals, shopping centers, restaurants, hotels, motels, apartment houses, schools, churches, filling stations, supermarkets and retail stores dealing in foods, is the work of the Plumber. Openings to be left for Pipefitter-Steamfitter equipment — Pipefitter-Steamfitter to run in the main branch lines to his equipment.
22. Piping for hydraulic, vacuum, pneumatic or air piping on hospitals, medical office/clinics, barber shops, restaurants, schools, filling stations, automobile and truck garages and commercial buildings except as defined in other sections of this Agreement.
23. All piping, equipment, appliances, and appurtenances for gasoline and oil systems in filling stations and automobile and truck garages.
24. All lubrication piping systems in connection with the work of the plumber shall be done by same as set forth in this Agreement.
25. 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 shall be the work of the Steamfitter-Pipefitter.
26. All piping for Ozone systems.
27. All vacuum cleaning and dust collection systems shall be the work of the plumber except systems in powerhouses, manufacturing plants, and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the Pipefitter.
28. Piping for soda fountains, bars, or restaurant equipment, except as defined elsewhere in this Agreement (refrigeration, heating, etc.).
29. 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. The connecting and piping of all steam and condensate return piping shall be the work of the Steamfitter-Pipefitter. All vent lines in connection with culinary equipment shall be the work of the Plumber.

30. All sheet lead linings or lead burning for any purpose.
31. The piping of all laundry chutes.
32. 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.
33. 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 ground, encased or exposed.
34. All setting of sleeves and thimbles for pipes and hangers, boxes for hangers in concrete, and fireproof walls and floors, to be used by Plumbers.
35. All gas heaters in connection with hot water boilers for culinary or cleaning purposes.
36. Piping for all emergency generators when fueled by L.P. or natural gas shall be the work of the Plumbers, all others shall be the work of the Steamfitter-Pipefitter.
37. Laboratories:

Piping system appurtenances and equipment (other than steam and condensate), 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.

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 Pipefitter.

On job sites where both of the above type 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 Pipefitters (exception: steam and condensate to Pipefitters, 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 Pipefitters shall install the systems.

38. Waste Water Treatment Plants and Water Filtration Plants:

1. Plumbers work will consist of piping and setting of equipment for:
 - A. Potable water
 - B. Sanitary drains for plumbing system, all waste and vent piping pertaining to the plumbing system
 - C. House air
 - D. Laboratories
 - E. Rain leaders and storm drains

2. Pipefitter work will consist of setting and piping of equipment for:
 - A. Steam systems
 - B. Condensate systems
 - C. Heating systems
 - D. Cooling and water sealing systems
 - E. Temperature control, instrumentation
 - F. Boilers
 - G. Spray systems for ash hoppers

3. Composite crew of Plumbers and Pipefitters work will consist of piping and setting of equipment for:
 - A. Aeration
 - B. Process water
 - C. Process air
 - D. Sludge system
 - E. Chemical system for process
 - F. Deodorizing systems
 - G. Vacuum system used for process
 - H. Effluent piping
 - I. Sampling piping system
 - J. All other piping systems not covered in Sections 1 and 2 used in the process of waste water treatment plants or water filtration plants.

WORK OF THE STEAMFITTER-PIPEFITTER

1. All piping, setting and hanging of all units and fixtures for heating, cooling, air conditioning, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating by any method and the 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, 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 Steamfitter-Pipefitter. Plumbing as defined in this Agreement shall be the work of the Plumber.
 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 systems and other work in the above, defined elsewhere in this Agreement as Plumbers work, shall be the work of the Plumber.
 8. The setting and erection of all heaters, cooler, 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 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. All gas mains and branches for Steamfitter-Pipefitter equipment only, shall be the work of the Pipefitter-Steamfitter on all jobs.
13. Gas mains for projects or jobs such as industrial plants, chemical plants, manufacturing plants, processing plants, warehouses, and office buildings to be the work of the Steamfitter-Pipefitter, openings to be left in the mains for the plumbers to run branch lines to their equipment.
14. The installation, service, and maintenance of all gas, oil, or coal fired space heaters, unit heaters, furnaces, roof type units, and boilers.
15. Hydraulic, vacuum, pneumatic, or air piping on industrial plants, chemical plants, manufacturing plants, processing plants, warehouses, and office buildings, except as defined in other sections of this Agreement.
16. All lubrication piping systems in connection with the work of the Steamfitters-Pipefitters shall be done by same as set forth in this Agreement.
17. Oxygen and acetylene piping used for the operation of tools or equipment incidental to manufacturing and industrial plants.
18. All process piping that relates to the direct manufacture of a specific product and related machinery or equipment used in the process. Unrelated machinery piping, etc., to be covered under separate sections of this Agreement.
19. Waste Water Treatment Plants and Water Filtration Plants:
 - A. Plumbers' work will consist of piping and setting of equipment for:
 - 1) Potable water
 - 2) Sanitary drains for plumbing system, all waste and vent piping pertaining to the plumbing system.
 - 3) House air
 - 4) Laboratories
 - 5) Rain leaders and storm drains
 - 6) Instrumentation pertaining to plumbers' equipment
 - B. Pipefitters' work will consist of setting and piping of equipment for:
 - 1) Steam systems
 - 2) Condensate systems
 - 3) Heating systems
 - 4) Cooling and water sealing systems
 - 5) Temperature control, instrumentation pertaining to pipefitters' equipment
 - 6) Boilers

7) Spray systems for ash hoppers

C. Composite crew of Plumbers and Pipefitters work will consist of piping and setting of equipment for:

- 1) Aeration
- 2) Process water
- 3) Process air
- 4) Sludge system
- 5) Chemical system for process
- 6) Deodorizing systems
- 7) Vacuum system used for process
- 8) Effluent piping
- 9) Sampling piping system
- 10) All other piping systems not covered in Sections 1 and 2 used in the process of waste water treatment plants or water filtration plants

20. All waste and drain lines, shall be the work of the plumbers, except such waste and drain lines that provide drainage from equipment and appliances recognized in this agreement as the work of the Steamfitter-Pipefitter. Waste and drain piping from systems, equipment, appliances and appurtenances forming a part of the steamfitters-pipefitters work that empty into an open drain or fixture, open sump or basin into a storm sewer, area drain, downspout or roof drain, or spills onto the ground such waste and drain piping shall be installed and connected in the entirety by the Steamfitter-Pipefitter. Waste and drain lines that are connected to sanitary and domestic sewer lines will be the work of the Plumbers. Drains or waste lines from equipment recognized by this agreement as the work of the Steamfitter-Pipefitter, that are connected to any receptacle from which any drainage or waste is reclaimed, shall be the work of the Steamfitter-Pipefitter.

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.

22. All water mains which supply only appliances and equipment recognized in this Agreement as the work of the Plumber shall be installed in its entirety by the Plumber. All water mains which supply only appliances and equipment recognized in this Agreement as the work of the Steamfitter-Pipefitter shall be installed in its entirety by the Steamfitter-Pipefitter.

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

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, except any piping for conveying chilled water used for culinary or drinking purposes, which piping shall be the work of the Plumber.

24. All steam and condensate piping for sterilizing systems of every description and all sterilizing systems that are used in the process or manufacturing of a product shall be the work of the Steamfitter-Pipefitter.

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 Steamfitter-Pipefitter.
26. Vent, relief and vapor piping and accessories in connection with equipment recognized in this Agreement as the work of the Steamfitter-Pipefitter.
27. Oxygen and Nitrous-Oxide and medical gasses used in the process and manufacture of a product shall be the work of the Steamfitter-Pipefitter.

Oxygen and Nitrous-Oxide and medical gasses used in hospitals, clinics, and institutions shall be the work of the Plumber.

28. All piping designated in this Agreement as being the work of the Steamfitter-Pipefitter 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 the work of the Steamfitter-Pipefitter as designated by this Agreement.
30. Piping for all snow-melting and de-icing systems shall be the work of the Steamfitter-Pipefitter.
31. Piping for all emergency generators shall be the work of the Steamfitter-Pipefitter, except when fueled by natural or L.P. gas, which is the work of the Plumber.
32. Laboratories:

Piping system appurtenances and equipment (other than Steam and Condensate), 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.

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 Pipefitter.

On job sites where both of the above type 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 Pipefitters (exception - steam and condensate to Pipefitters, 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 Pipefitters shall install the system.

THIS TRADE LINE AGREEMENT shall become effective on this 3rd day of September, 1980. 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. 34
(Saint Paul, Minnesota)

/s/ Frank A. Horak, Business Manager

UNITED ASSOCIATION OF PIPEFITTERS, LOCAL No. 455
(Saint Paul, Minnesota)

/s/ Robert D. Lowe, Sr. Business Manager

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

/s/ James W. Aschenbrener
United Association International Representative
Minnesota and Wisconsin Areas

**STATEMENT OF UNDERSTANDING FOR
MAINTENANCE, SERVICE, & COMFORT HEATING WORK**

In addition to the TRADE LINE AGREEMENT, and in order to maintain a harmonious relationship between owners, contractors, and tradespersons involved in Maintenance and Service work previous to this TRADE LINE AGREEMENT;

It is directed these jobs shall continue to operate with Plumbers, Pipefitters, or Composite Crews as established by previous agreements until such time as a new contractor is assigned the work by the owner. At that time work shall be performed by the crafts as designated in the TRADE LINE AGREEMENT.

All maintenance and service work contracts signed on, or after the date of this agreement shall be performed by the crafts as designated by the TRADE LINE AGREEMENT.

It is also directed that U.A. Plumbers Local #34 shall continue to represent their members who are employed by Contractors (in small shops) currently engaged in performing comfort heating work.

It is further directed that all additional employees hired by those Contractors on, or after the date of this agreement, to perform work on comfort heating will be obtained pursuant to the Working Agreement through U.A. Pipefitters Local #455 Hiring Hall.

/s/ James W. Aschenbrener
United Association International Representatives
Minnesota and Wisconsin Areas

12/14/82