

WORKING AGREEMENT

Between

**PIPEFITTERS LOCAL
UNION NO. 455**

and

**MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

St. Paul, Minnesota

Effective May 1, 2005

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WORKING AGREEMENT

(Name of Employer)

(Trade Name)

(hereinafter called the "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. 455 of St. Paul, Minnesota (hereinafter called the "Union"). (If the above-named "Employer" is an association of employers, it is understood that it is hereby 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 by the same as an "Employer" as though each had executed the same 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 herein contained 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 or Work Jurisdiction*

Section I. Trade Jurisdiction

(a) Trade or Work Jurisdiction

This Agreement covers the rates of pay, rules, and working conditions of all journeymen and apprentices engaged in the installation, alteration, and repair of all pipefitting systems, equipment and component parts thereof, including but not limited to: fabrication, assembly, erection, installation, alternation, modification, repair, reconditioning, adjusting, servicing and balancing. The trade jurisdiction also includes all handling, unloading, distributing, reloading, tying-on, and hoisting of all piping material, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trade jurisdictional claims of the Union. It is agreed that for purposes of this article pipefitting systems and component parts thereof includes all systems whether they are permanent or temporary, (temporary heating, temporary cooling and ground thawing systems and equipment are included). The trade jurisdiction also includes all dismantling of systems, equipment, piping and appurtenances including hauling to storage of equipment, piping and appurtenances which are to be reused, and the demolition of all systems, equipment, piping and appurtenances coming under United Association jurisdiction. Jurisdiction of said Union attached hereto is made part of this Agreement.

(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:

On a normal material delivery, if the employees under this Agreement are not available to unload the material, the shop or supply house truck driver may unload the driver's truck on the loading dock; however, on large boilers, tanks, chillers, and heavy equipment, the Employer working under this Agreement shall provide all the physical work involved in unloading, handling and setting equipment in its final installed position.

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

(c) Fabrication

(1) As a primary working condition, it is agreed that all pipe formations, systems, or controls, or component parts thereof, 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 all boilers.
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 agreement with the Boilermakers International Union.
5. Assembling all unassembled cooling towers and erecting of all cooling towers for air conditioning, refrigeration equipment and other purposes.
6. Installation of all sleeving for piping and equipment within the jurisdiction of the Union herein, 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 herein 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 hereby incorporated and made a part of this Agreement. Said agreements shall be made available at the offices of the Employers Association and the Union.

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 amend 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. This entire subsection (c) shall become effective on May 1, 1963. The list agreed

upon at the time of execution of this Agreement shall be posted 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 herein, 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 XXI herein 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 said list.

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

- (2) Employers shall have the freedom to fabricate and install all materials fabricated by United Association Pipefitter/Steamfitter members of a signatory employer. United Association Union Labels shall be required.
- (d) Work Preservation

As a primary working condition, the 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 said employees, except as otherwise mutually agreed upon with relation to any particular job. This provision is limited to such 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 said 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. The Union has the right to pull its members from the employer if the employer is employing non-signatory employers or non-union employees of the same craft.

Section 2. Territorial Jurisdiction.

- A. Geographical Limits. The jurisdiction of zone one of the Union shall be the counties of Ramsey, Dakota, Washington, Chisago, and such portions of Goodhue County as are awarded by the United Association; 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 218. Other counties may

be added by consent of said United Association and after notice to the Employer Association.

- B. **Payments by Employer.** The Employer agrees that whenever he is performing work in the area of a local union's jurisdiction where the collective bargaining agreement provides for a higher basic hourly rate or a higher overtime rate, or lower hourly workday or workweek, such local collective bargaining agreement shall prevail. Further, on the same basis, the Employer agrees to make payments into legally established fringe benefit funds such as those for Health and Welfare, Pension, Training Funds, 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 thereto, provided there is in force a like reciprocal clause in the Working Agreement of such other Union.
- D. **Exemption.** When the Employer sends members of Local 455 into the jurisdiction of Pipefitters Local 539, the Employer shall pay the employee the Local 455 wage and fringe benefit rates.

Section 3. Maintenance and Service Contracts. It is recognized that special problems exist throughout the piping industry in regard 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.

Existing maintenance agreements in effect as of May 1, 1966 between Owners and the Union shall not be disturbed without mutual consent of both parties herein. Hereafter, 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 hereunder, members of the Union now in the employ of the Employer, shall remain members in good standing in the Union during the term of this Agreement. All journeymen and apprentices covered by this Agreement, hereafter employed by the Employer, and any employee now employed who is not a member of the Union, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment or the date of this Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

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. The union has the right to request, in writing, the specific reason for refusal to hire a job applicant through the use of a standard form of rejection slip which has been approved the Association legal counsel.

Section 3. Selection of Individuals. Selection of individuals 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 individuals report to the Union as available for work, provided that an individual may retain his proper sequence only if he possesses a state license and, if required, a municipal license (excepting that apprentices and individuals for training as provided herein need not possess such license.) Individuals being selected for employment must have required trade skills needed to perform the tasks the employer is asking for.

However, retired individuals receiving benefits from the Pension Plan under this Agreement shall be referred for work

only after all other non-retired and available individuals hereunder have been referred for work.

Section 4. No Discrimination. There shall be no discrimination in the selection, referral, or employment of individuals 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 individuals 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 herein.

Section 7. The Employer may assign employees from the Minneapolis Pipefitters Local #539 to work on any job covered by this Agreement provided notification is given by the Employer and approval is granted by the Union.

Section 8. The Union will register all eligible members with the Workers' Compensation Second Injury Fund.

Section 9. Sexual Harassment. The Employer and the Union agree that any dispute involving allegation of sexual harassment brought by, on behalf of, for or against any member of the Union and any Employer or any employee of the Employer, will be resolved through the grievance procedure before any other legal remedies will be pursued.

Section 10. Journeyman Education.

(a) Employers are required to provide Right-to-Know/AWAIR training. 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 provided by the JAC or Employer. Employees shall be compensated at the straight time rate for time spent in the Right-to Know/AWAIR class.

- (b) The Joint Apprenticeship Committee shall advertise and conduct OSHA 10-hour construction classes, of up to 50 people per class, on one Saturday per month until January 2006.

ARTICLE V - Alcohol and Drug Policy

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. 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:

- (a) A firsthand observation is made of the employee's job impairment, and documented in writing prior to any tests.
- (b) 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.

- (c) 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.

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 mass spectrometry.

Section 5. The affected employee should be advised of positive results by the Contractor's medical personnel 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 affects which could cause impairment on the jobsite should report the medication to the contractor's medical personnel. This information shall remain confidential between the employee and medical personnel. The medical personnel 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. 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, 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 13. 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 applicable wage and fringe benefit rate if the confirmatory test is negative.

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.

*For wage rates: See **Appendix***

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. In no case shall any Employer be entitled to employ more than five (5) apprentices. 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 pertaining to employment ratios may be altered, amended, and modified at the discretion of the Joint Apprenticeship Committee.

Section 3a. Pre-apprentices. A pre-apprentice is one who has passed the St. Paul Technical College asset test, interviewed with the Joint Apprenticeship Training Committee and been accepted into the Pipefitters Local 455 Apprenticeship program. The Employer may employ pre-apprentice pipefitters dispatched from the Union Hall. Such employment can be at a skill level so as to assist U.A. journeymen and apprentices registered with the Minnesota Division of Voluntary Apprenticeship, but shall not be at a skill level high enough to be given credit as apprenticeship hours or experience hours to qualify for the State of Minnesota Steamfitters License exam. A pre-apprentice may continue working as a pre-apprentice for a period not to exceed sixteen (16) months. Pre-apprentice pipefitters shall assist Journeymen and Apprentices as directed by the Employer, and there shall be a Journeyman or Apprentice on any job site where a pre-apprentice pipefitter is employed. An Employer shall not employ a pre-apprentice pipefitter on a job site where an Apprentice has been released from employment for lack of work until the released apprentice has been recalled to work or replaced by another indentured apprentice.

Total compensation for a pre-apprentice pipefitter shall be: Seventeen dollars (\$17.00) per hour (taxable wage rate). A twenty-five cent (\$0.25) per hour Working Fee Fund shall be deducted by the Employer from wages.

Section 3b. Helpers. The Employer may employ helpers as dispatched from the Union Hall. Such employment shall not be at a skill level high enough to be given credit as apprenticeship hours or experience hours to qualify for the State of Minnesota Steamfitters License exam. A helper's work duties shall be assigned by the Employer or Employer's representative.

Section 4. Apprentice welders. At times when journeyman welders are unavailable, qualified fourth and fifth year apprentices may be referred by the Union as probationary journeymen welders and shall be paid journeymen wages and fringes. First, second and third year apprentices shall not take the place of journeymen welders and will not be referred by the union as probationary journeymen welders. Employers may employ first, second and third year apprentices as apprentice welders and pay shall be advanced one pay period.

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). Stewards shall be notified of any new hires. 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 such duties. The Employer will notify the Union prior to discharging a Steward. The Employer will also meet with the Union, if requested. When a contractor has twenty or more employees covered under this Agreement on any one job, the steward shall be paid fifty cents (\$0.50) per hour over the journeyman basic rate of pay.

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 said 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 willful negligence of the journeyman shall be corrected by the journeyman on his own time or by paying for the time of another journeyman correcting same, provided, that the journeyman, if at fault, has been given an opportunity to correct such faulty workmanship himself. Any dispute between the

Employer and Employee arising out of this provision shall be determined as provided in section 2(b) below.

- (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 Pipefitters Local 455. 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.

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.

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.

PART TWO

EMPLOYER RIGHTS AND OBLIGATIONS

ARTICLE IX - *Employer Association*

The Minnesota Mechanical Contractors Association is hereby recognized as the exclusive bargaining representative as to all Employers bound by this Working Agreement and said Association 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 said 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 such selection, consideration will be given to qualified persons available from Local 455.

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 herein provided, these more favorable terms and conditions shall immediately become operative for all employers covered by this agreement. This provision shall not apply to specialty fields of work.

ARTICLE XI - *Payments by Employer*

Section 1.

(a) Classification and Rates of Pay

Journeyman, foremen, and general foremen shall receive basic hourly rates of pay as follows:

See Appendix – for Journeyman and Foreman Rates of Pay

(b) Industry Fund Hourly Contribution Rate: **See Appendix**

When, as and if the Union decides to increase the fringe benefits listed above, it shall operate to reduce the hourly rates of pay by a like amount.

In the event a National Health Insurance Plan is legislated, the Union may reallocate the existing amount in the Health and Welfare into another existing fringe benefit or into wages.

When, as and if the Union increases the amount designated for the credit union or savings (in lieu of vacation) holidays the amount of the increase shall be construed as wages in determining apprentice percentage rate.

(c) Foremen

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

When three (3) journeymen and/or apprentices are employed on any one job, one (1) employee shall be a foreman.

When ten (10) journeymen and/or apprentices are employed on any one job, one (1) member of the crew shall be selected as the foreman, then a general foreman shall be employed. In addition, one (1) member of the crew will be made foreman by the employer for each six (6) additional

journeymen and/or apprentices employed on each job.

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

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

2. On industrial, commercial and large apartment complexes, foreman rate of pay shall prevail for any journeyman who is assuming responsibility for any job and such responsibility is of a supervisory nature in representing the Employer in meetings, laying out the job, interpreting plans and ordering materials.
3. Out-of-town employers may bring in one Union supervisor on local work. However, one or more local men shall be on the job at all times. The above sentence does not apply to any Minnesota Employer whose home local Union has agreements with the Union on supervision.

(d) 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 ten dollars and seventy-five cents (\$10.75) (\$11.00 beginning May 1,

2006; \$11.25 beginning May 1, 2007) for each day worked.

(e) 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.

Section 2. Failure to Pay. Failure by the Employer to pay wages as stated herein, or failure to pay when due the other required payments stated in Articles XII and XIII shall constitute a breach of this Agreement, and the Union involved shall have all the rights afforded to it by law for such breach of this Agreement including picketing and refusing to work, in addition to, and in no way limited by, the grievance and arbitration procedures set forth in Article XXII herein.

Section 3. Trust Agreement and Rules. The Employer herein agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the Trustees of the various benefit and other funds as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made a part of this Agreement. The said trust agreements and rules shall be available for inspection during business hours by all Employers and Unions at the offices of the Trustees of said fund. The Employers subject to this Agreement shall report and pay to the designated office of the benefit funds all contributions required under this Agreement on a periodic basis as determined by said Trustees.

If said trust agreements or rules are in conflict with any provisions herein, this Agreement shall govern.

Section 4. Penalty for Default. In the event of default by any Employer in making said contributions and payments, the Trustees or the Unions involved, acting on behalf of the union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest on any wages or other payments in default, plus all actual collection costs, including reasonable attorney's fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

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

- Pay shall 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 are 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 herein agrees that he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions, and other payments when due 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 herein, and

irrespective of his right to reimbursement from others, or (c) any bankruptcy or insolvency proceeding which discharges any part of any of said 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 herein" 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 hereby authorized, in their sole discretion, to establish a Twin City Pipe Trades Service Association (herein called "Service Association") and to enter into arrangements for centralized handling therein of administrative functions on behalf of the various funds.

Such 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 such 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 provisions 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.

ARTICLE XII - *Travel and Subsistence*

Subsistence will be for travel, lodging, and incidentals.

1. Travel and subsistence allowance as herein stated shall be paid by the Employer to each Employee subject to this Agreement when the job site is outside of the free zones as herein defined.
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 Pipefitters No. 539 free zone.

3. An employee shall receive no allowance for travel within said free zones, except that when an employee uses his car at the request of the Employer to transport himself or others from shop to job or from job to job within said free zones he shall be paid by the Employer forty and one half cents (40.5¢) per mile, with a minimum of three dollars (\$3.00) for each trip. Starting January 1, 2006, and changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate.
4. The Employer shall pay employees the following for all travel beyond said free zones:
 - (a) Forty and one half cents (40.5¢) per mile up to and including 25 miles, with a minimum of three dollars (\$3.00) per day. Starting January 1, 2006, and changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate. Employees receiving mileage payments under this section 4(a) shall not be paid for time spent while traveling.
 - (b) On all jobs beyond 25 miles, forty and one half cents (40.5¢) per mile plus the basic hourly rate of pay while traveling. In lieu of said forty and one half cents (40.5¢) 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 forty and one half cents (40.5¢) per mile.

5. The Employer shall pay to the Employee while on jobs over twenty-five (25) miles beyond said free zones but within the Union jurisdiction subsistence at the rate of twenty-five dollars (\$25) for each day worked. (For work performed outside the Union Jurisdiction, see Article II, Section 2(b).)
6. All contributions provided herein 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 provided herein will be paid on behalf of employees sent by the Employer to work in the Minneapolis Jurisdiction. All contributions on behalf of the Minneapolis Pipefitters Local #539 employees sent by the Employer to work in the St. Paul jurisdiction will be paid at the Minnesota Mechanical Contractors Association - Minneapolis Pipefitters Local #539 rate.
7. "Miles" referred to in Sections 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 herein.

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 each 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 herein, notice thereof 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 not more than 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 herein. 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. Effective November 1, 1980, a 1¢ contribution will be added to Health and Welfare above and beyond negotiated settlement to establish feasibility of Employer participation in plan, as determined by the trustees. If it

is determined that Employer participation in the Health and Welfare plan is not feasible, this contribution shall be terminated immediately and any balance shall be returned to the contributing contractors.

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

B. Credit Union

The Employer shall deduct for all persons covered the amounts set forth herein for deposit to the account of such person in the Credit Union designated by the Employee. Said contributions shall be deposited in the St. Paul Pipefitters Credit Union or Savings Institution which shall retain the contributions for Employees who designate said Credit Union or Savings Institution 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. U. A. Journeyman (travelers) from other U.A. locals, excluding Twin City Pipe Trades Locals, will pay fifty cents per hour deducted from the Credit Union vacation fund. This money will be considered a dues check off. Dues check off money will be paid the same as wages.

C. Pension Plan

The Employer shall bear the entire cost of financing and administering the Pension Plan, through payments to be made on behalf of all persons covered in the amounts as set forth herein. This Plan shall be operated under a trust agreement executed by the parties. In the event the

trustees establish a new defined contribution plan, the amounts may vary, provided that the contributions to the basic plan are uniform. It is understood that the plan provided for herein is a defined contribution plan and the Employers obligation shall be limited to payment of contributions.

The employer shall contribute to the defined contribution pension plan that is specified in Article XI of this Agreement.

All persons covered under this Agreement shall receive the basic amounts as set forth in Article XI. 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. Creation of the cash or deferred plan is subject to approval by the Pension Plan Trustees and the Internal Revenue Service.

D. Training Fund

The Employer shall pay into a trust fund the amount set forth herein for an educational and training program for journeymen and apprentices, to be administered by said 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 herein. 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 promote programs which will 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.

The Industry Fund trustees shall have the power, during the term of this contract, to increase the industry fund contribution. The increase would be in addition to the Wage and Fringe Benefit schedule in Appendix A and may only take effect on May 1 of any year. The increase shall take effect by passage of a motion at a valid meeting of the trustees of the Industry Fund.

The Industry Fund trustees shall have the power, during the term of this contract, to increase the industry fund contribution. The increase would be in addition to the Wage and Fringe Benefit schedule in Appendix A and may only take effect on May 1 of any year. The increase shall take effect by passage of a motion at a valid meeting of the trustees of the Industry Fund.

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.

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) 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, said 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' worker's compensation coverage during travel to and from any such meeting, whether or not such travel occurs during normal working hours.

The Joint Apprenticeship Committee shall reimburse the Employer Association for each meeting, an amount equal to the total amount reimbursed as provided above.

In addition, where union members are reimbursed from any jointly administered fund 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 Saturday, Sunday 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 he has been notified before leaving his home not to report, and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. However, the exception shall be when weather or strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby, or when an employee leaves work on his own accord.

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

PART THREE

HOURS AND WORKING CONDITIONS

ARTICLE XVII - *Hours of Work, Overtime, and Holidays*

Section 1. Hours of work. Eight (8) hours of work between the hours of 7:00 a.m. and 3:30 p.m. shall constitute a workday. Five (5) working days, Monday through Friday, inclusive, totaling forty (40) hours, shall constitute a workweek. By mutual agreement between the Union and Employer eight (8) hours worked between 7:00 a.m. and 4:30 p.m. shall constitute a workday if scheduled in advance and agreed to by the employee.

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

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

- All work performed after the regular scheduled eight (8) hour workday between the hours of 3:30 p.m. and 5:30 p.m., Monday through Friday inclusive, shall be paid for at one and one-half (1½) times the basic hourly rate of pay.
- All work performed after 5:30 p.m. and all work performed on Saturdays, Sundays and holidays (as herein defined) shall be paid for at double the basic hourly rate of pay.

- On jobs approved to start at other than 7:00 a.m., the first two (2) hours performed in excess of the eight (8) hour workday Monday through Friday shall be paid for at one and one-half (1½) the basic hourly rate of pay. All work in excess of the first two (2) hours of overtime on Monday through Friday shall be at the double time rate. On any scheduled overtime job, an employee must work eight (8) hours before being eligible for the overtime rate.

Chart Clarifying Construction Overtime

CONSTRUCTION	
Monday through Friday *Standard workday	ST
*First 2 hrs of OT After standard workday	T1/2
*After 1 st 2 hrs of OT	DT
*Work performed on Saturdays, Sundays and Holidays	DT

Section 2b. Service - Addendum.

A serviceman shall be defined as a mechanic that drives a company vehicle from customer to customer whose primary duty is to service mechanical equipment. Service work shall be further defined as repair and maintenance work that is necessary to avoid interruption of normal operations. Service work shall be paid in accordance with the following chart. Emergency service work shall be defined as unscheduled work that is necessary for the protection of life, health and

property. Non-scheduled emergency service work shall be paid in accordance with the following chart. [See section 2c below and on following page.]

Section 2c. Service Overtime. Overtime rates shall apply as follows.

- Service work shall be paid for at one and one-half (T1/2) the basic hourly rate of pay for the first four hours of overtime Monday through Friday.
- Service work shall be paid for at double (DT) the basic hourly rate of pay for time worked after the first four hours of overtime Monday through Friday.
- Service work shall be paid for at one and one-half (T1/2) times the basic hourly rate of pay for the first eight (8) hours of overtime on Saturday.
- Service work shall be paid for at double (DT) the basic hourly rate of pay for time worked after the first eight (8) hours of overtime on Saturday.
- Scheduled service work on Sundays and Holidays shall be paid for at double (DT) the basic hourly rate.
- Non-scheduled emergency service work on Sunday shall be paid for at one and one-half (T1/2) the basic hourly rate.

Chart Clarifying Service Overtime

	SERVICE	
	Scheduled Service	Non-Scheduled Emergency
Monday – Friday *Standard Workday	ST	ST
*First 4 hours OT after Standard Workday	T1/2	T1/2
*After 4 hours OT in any day M-F	DT	DT
Saturday		
*First 8 hours	T1/2	T1/2
*After 8 hours OT	DT	DT
Sunday		
*First 8 hours	DT	T1/2
*After 8 hours OT	DT	DT
*Holidays	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 men 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 workdays and there is a first or regular shift. A third shift may be established only when there are first and second shifts as defined herein 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.

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. No work shall be performed on Labor Day except in case of emergency as hereinbefore defined and then only after permission is granted by the business representative of the Union.

The parties hereto 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 hereto, 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.

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

ARTICLE XVIII - *Fair Standards*

Section 1. Fair Employer. It shall be a violation of this Agreement for any Employer to perform work covered by this Agreement unless he employs 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 2. Employee Records. The Employer shall furnish time card forms for each employee which shall be filled in by the employee, his 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 at any time at the request of the Twin City Pipe Trades Service Association or Union, with cause.

Section 3. 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 herein, which in no case shall be a residence.

Section 4. Industry Improvement. The Employer and the Union shall cooperate in obtaining all work described in Article II hereof on every job covered by this Agreement. It is further agreed that a reasonable amount of the Industry Fund shall be spent in contacting architect, engineers, owners and other awarding authorities in checking plans and specifications to insure that all work within the jurisdiction of the Unions signatory to this Agreement is awarded to the Employer.

Section 5. 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 6. 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 7. Contractor/Pipefitter Standing Committee. This Committee is organized as a Labor-Management committee to communicate on labor-management relations, job conditions, job security, safety, competitiveness, productivity, organizational effectiveness, economic development and any other pertinent topic.

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

Section 8. Joint Substance Abuse Committee. This Committee will consist of representatives of the Union and representatives of the Association. The purpose of this Committee is to formalize a substance abuse policy including testing for cause. By mutual consent of the Union and the Association, this policy will be incorporated as a part of this agreement.

Section 9. 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 checklist
- Required industry model safety program
- Hazardous communications (Right-to-Know requirements)
- Asbestos handling and communications requirements
- Second-injury fund participation
- Incentives for safety performance
- Mandatory Employer safety audits
- Collectively bargained workers' compensation

Section 10. Warranty Program. By mutual agreement, Pipefitters Local No. 455 and Minnesota Mechanical Contractors Association may establish a warranty program. This program may be established in conjunction with other local unions.

Section 11. 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.

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. An Employer shall pay a full day's pay for the day on which an 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 said 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 limits of at least 250/500/50,000.

Section 7. Safety Equipment. 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.

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 holiday, the employee shall be guaranteed three (3) hours of work per day to be divided into one (1) spot check during the daytime 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, & 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 said Board until his successor is selected by the party selecting him. Said Board shall have the power:

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

- B. To construe and apply the terms of 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. Said 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 such 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 & Subcontracting
3. Maintenance and Service Contracts
4. Fringe Benefits
5. Employer-Union Responsibility
6. Shift Work and Temporary Heating
7. Safety

In the event of a dispute involving any of the said 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 as herein provided within one (1) week after written notice of said decision or award, or lapse of said time without action, appeal and submit the same to the Arbitration Board, as provided herein. Notice of appeal shall be in writing and be served within the said 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 said 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 herein provided, upon demand, the parties hereto 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 hereto agree to abide by the terms of a tradeline agreement and its addenda as agreed to by the UA Local 455 and 34 effective on the effective date of such 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.

Section 11. Union and Employer members of the Joint Labor Board will be reimbursed fifty dollars (\$50.00) by the Minnesota Mechanical Contractors Industry Fund for any meetings they attend.

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

Article XXV – *Support Worker*

Section 1. The Minnesota State Pipe Trades Association and the Minnesota Mechanical Contractors Association hereby agree to create a new classification within the existing Working Agreements between the member locals of the Minnesota State Pipe Trades Association and the Minnesota Mechanical Contractors Association. In addition to any other classifications specified in those Working Agreements, there shall be created a Pipe Trades Support Worker classification. The Support Worker

classification shall be governed by the terms specified in this Article.

Section 2. Pipe Trades Support Worker. The Support Worker Rate of Pay shall prevail for any employee who is not a journeyman or apprentice, and whose work is limited to the following specific duties, and such other specific duties as the parties may mutually agree to perform from time to time. A Support Worker may perform these tasks only if at least one journeyman is present at the job site. The journeyman and the support worker may be employed by different companies as long as the journeyman is overseeing the project that the support worker is working on. When transferred to a job site under a different local union's jurisdiction, the support worker must report the transfer to the Minnesota Pipe Trades Association Organizing Department.

- Core Drilling (for penetration or insertion of pipe through walls, ceilings or floors);
- Demolition (cutting, rigging, hoisting, removal, etc.: by support worker; Isolation, disconnect, capping, draining, reclaiming: by journeyman; carrying, loading, hauling of demolished material from lay-down point to dumpster: by laborer or support worker);
- Hand digging in connection with laying pipe of whatever material and wherever situated within the property line of the project owner's property;
- Installation of pipe sleeves and boxes for pipe chases, including fire caulking;
- Temporary heat, temporary cooling and ground thawing equipment related to mechanical piping systems;

- Power washing or power spraying of heating or cooling coils;
- Fire Watch;
- Hole Watch;
- Confined Spaces Watch;
- Hazmat Training;
- Safety Training;
- Scaffold Building for those scaffolds used by any employees under this Agreement;
- Doping, Jeeping and Heat Shrink Wrapping;
- Skids and Sandbags;
- Backing and Accessories for attachment of Plumbing fixtures

It is understood and agreed between the parties that when employees in other classifications under the Agreement to which this Support Worker Agreement applies are performing any of the tasks specified under the Support Worker classification, they will continue to receive the applicable rate of pay for their classification. It is also understood and agreed between the parties that, while no support worker is required to apply for apprenticeship and no support worker is guaranteed acceptance into the apprenticeship program, otherwise qualified support workers may receive preferential consideration for acceptance into the apprenticeship program.

Section 3. Wage and Benefit. The schedule of wages and benefits shall apply to all support workers within the jurisdiction of Pipefitters Locals 455 and 539, Plumbers Locals 15 and 34, and Sprinkler Fitters Local 417.

In other areas of the state, allocation of a wage and benefit package, totaling 62% of the total package rate for a journeyman, will be negotiated to apply to support workers under the jurisdiction of that member local.

Section 4. Violation Penalties. If any employer violates this by Article assigning a support worker to perform tasks beyond those specifically agreed to, that employer will be required to pay the support worker for the time worked, and also to pay double backpay to the employee who should have been allowed to do the work. If any employer violates this Article by paying an employee in other classifications in the Agreement to which performing tasks that could be performed by a support worker, the employer shall be required to pay the employee twice the difference between the employee's regular rate of pay and the Support Worker rate of pay. If there is no support worker available for a particular job the contractor should do a follow-up call to the other respective U.A. locals to fill the contractor's request for a Support Craft Worker. In the event no Support Craft Worker is available, a Journeyman or an Apprentice can be hired to fill the contractor's request for help. The Journeyman or Apprentice must come from the local where the jurisdiction of the work is being performed. Any alleged violation of this Support Worker Agreement shall be processed through the grievance procedure in the Working Agreement of the member local that has jurisdiction over the job site at which the alleged violation occurs.

ARTICLE XXVI - *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 and Local 455. The Union agrees it will be responsible for obtaining authorizations.

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 such invalid provision shall be of no force or effect. In lieu thereof, 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, 2005, unless specifically stated herein, and continue in force for a period ending April 30, 2008, 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.

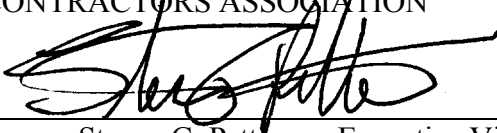
ARTICLE XXIX - *Renegotiation*

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

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

FOR THE EMPLOYER:

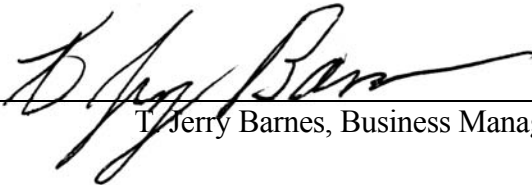
MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION



Steven G. Petterson, Executive Vice President

FOR THE UNION:

PIPEFITTERS UNION LOCAL NO. 455



Jerry Barnes, Business Manager

FOR THE EMPLOYER:

(Name of Association or Business)

(Signature, Title)

(Signature, Title)

FOR THE UNION:

Local No. 455, St. Paul Pipefitters

(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 & GASFITTER LOCAL UNION #34
AND
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 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 launderettes 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.

38. 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.

39. WASTEWATER TREATMENT PLANTS AND WATER FILTRATION PLANTS:

- A. Plumber 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

- B. Pipefitter 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
 - 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.

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.

**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 snowmelting 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, AND 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

Appendix – Journeyman, Foreman & Apprentice Rates of Pay

PIPEFITTERS LOCAL NO. 455 WAGES & FRINGE BENEFITS			
	Effective Dates		
	<u>5/1/05</u>	<u>5/1/06</u>	<u>5/1/07</u>
<u>Wage</u>			
Journeyman*	\$27.99	\$2.06	\$2.10
Foreman*	30.54	increase	increase
General Foreman*	31.54	over	over
Credit Union/Vacation*	4.25	5/1/05	5/1/06
Working Fee Fund*	.50	total	total
Pension	4.20	package	package
Pension Supplement	3.43		
Health and Welfare	6.41		
Retiree Health	1.95		
Apprentice Training	.39		
Int'l Training Fund	.05		
<hr/>			
<i>*Taxable</i>			

	<u>5/1/05</u>	<u>5/1/06</u>	<u>5/1/07</u>
Industry Fund	\$.14	\$.14	\$.14

APPRENTICE WAGE & BENEFIT SCHEDULE

Effective May 1, 2005

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
	<u>appr</u>	<u>appr</u>	<u>appr</u>	<u>appr</u>	<u>appr</u>
Hourly Wage*	\$14.00	\$16.79	\$19.59	\$22.39	\$25.19
Credit Union*	2.13	2.55	2.98	3.40	3.83
Working Fee *	.50	.50	.50	.50	.50
Health/Welfare	6.41	6.41	6.41	6.41	6.41
Retiree Health	1.95	1.95	1.95	1.95	1.95
Pension	4.20	4.20	4.20	4.20	4.20
Pension Supplement	3.43	3.43	3.43	3.43	3.43
Int'l Training Fund	.05	.05	.05	.05	.05
Apprenticeship Training	.39	.39	.39	.39	.39
Piping Industry Fund	.14	.14	.14	.14	.14