

WORKING AGREEMENT

Between

MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION

and

LOCAL UNION NO. 6

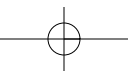
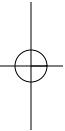
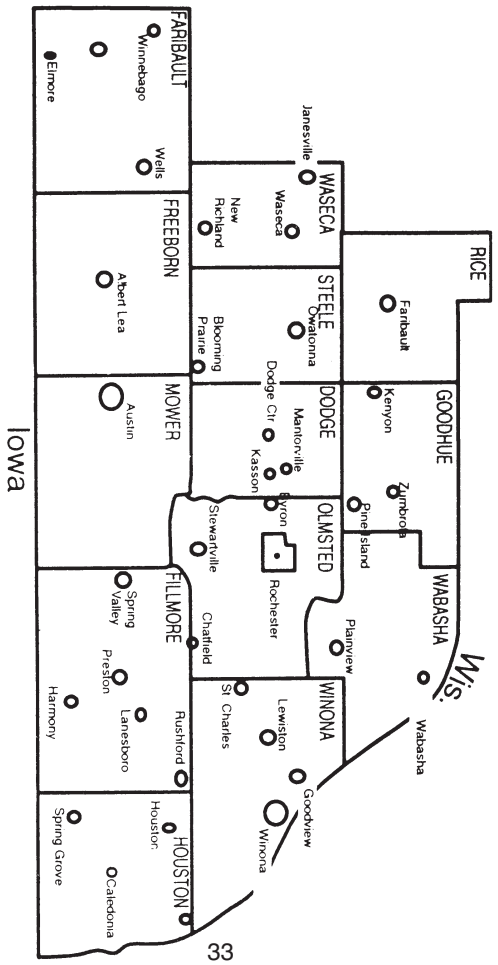
of the

UNITED ASSOCIATION
of JOURNEYMEN
PLUMBERS and STEAMFITTERS
of the UNITED STATES and CANADA

.....
Effective May 1st 2011
ROCHESTER • FARIBAULT
AUSTIN • WINONA
.....



Jurisdiction of Local 6



**EXHIBIT A
WAGE ASSIGNMENT / CHECK-OFF
AUTHORIZATION**

TO _____, THE EMPLOYER

I hereby assign to Plumbers Local 6 Building Fund the sum of twenty cents (\$.20) per hour for each hour worked for the employer, as contemplated by the check-off provisions of the Collective Bargaining Agreement between Local Union No. 6 of the United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada and the employer. I am familiar with the said terms and provisions of the Collective Bargaining Agreement, and I acquiesce in and approve the same, and hereby authorize the employer to pay said sums regularly to the Plumbers Local 6 Building Fund. I understand and agree that the money deducted and paid to the fund shall be used solely for the purpose of establishing a Building Fund for the benefit of the members of said union.

This wage assignment and check-off authorization implements the building assessment vote by the members of the said Union for the purpose of establishing the said Building Fund.

This authorization shall remain in effect for a period of twelve (12) months from the date hereof, and shall continue in force for consecutive (12) twelve month periods thereafter, unless revoked by me in writing not less than fifteen (15) days prior to the end of the applicable twelve-month (12-month) period, or unless the check-off is no longer required by the Collective Bargaining Agreement.

SIGNATURE

DATE

SOCIAL SECURITY #

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EMPLOYMENT AGREEMENT

INTRODUCTION

This Agreement, executed and effective on the 1st day of May 2011 until the 30th day of April 2013, states that the Minnesota Mechanical Contractors Association (MMCA) is the sole bargaining agent for all Piping Contractors, Master Plumbers and Steamfitters within the Agreement's jurisdictional limits. The MMCA is hereinafter referred to as "Employer".

This Agreement is between the employer and members of Local Union No. 6 of the United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada, hereinafter referred to as "Employees," "Local 6" or "Union."

This Agreement is made expressly for the benefit of the employer and employees, individually and collectively. It is to be construed according to the laws of the state of Minnesota. Any part of this Agreement that is or may be in violation of any laws or future laws shall be declared null and void. The voiding of part of this Agreement shall in no way affect any other part of this Agreement.

This Agreement shall be in full force and effect from the date hereon to and including the 30th day of April 2013. Either party shall notify the other in writing ninety (90) days prior to the expiration date of intent to cancel or amend this Agreement, or to negotiate a new Agreement. Otherwise this Agreement shall remain in effect from year to year thereafter.

No member of the Union shall work for an employer in violation of this Agreement.

ATTACHMENT A

The type of work, which shall be under the jurisdiction of the United Association of Journeymen and Apprentices of Plumbers and Steamfitters Association of Local 6, Rochester, Minnesota is as follows:

1. All pipe work of every description, whether inside or outside of buildings, and maintenance of the same used for the purpose of carrying or conveying of liquid, solids or gaseous materials of substance or means of suction, pressure, forced air or otherwise.
2. Whenever a unit, appliance or other device is of such a nature that it is ready for operation except that it must be set in place and connected by plumbing or steamfitting work, the setting of such unit, appliance or device shall come under the jurisdiction of Local No. 6.
3. All other terms and conditions concerning job jurisdiction shall be governed by the current Constitution of the United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada, as it may be revised and amended from time to time.
4. All Agreements signed by the UA and other building trade internationals will be honored.

**ARTICLE XVII
MECHANICAL EQUIPMENT,
SERVICE PERSONS AND APPRENTICES**

1. Hiring of Mechanical Equipment-Service Persons shall be coordinated between the employer, prospective employee and Business Manager of Local 6.
2. All wages, benefits, working conditions and hours of work will remain the same as our current Working Agreement, except that the following will apply to all service journeymen or apprentices being hired as mechanical service people as of March 1, 1996
 - A. Overtime for service work will never be more than time and a half (1-1/2) the appropriate base rate of pay, even on holidays.
3. If on-call status is required by the employer, the terms of on-call will be agreed upon by the employer and the employee.
4. No employee shall receive any change in union classification or any reduction in basic wage or fringes in their present employment as a result of this Agreement.
5. This agreement shall be in full force and effect from the date hereon, to and including, the 30th day of April 2013.

**ARTICLE 1
TRADE JURISDICTION**

1. The employees shall perform all work within the jurisdiction of the United Association.
2. All work which is under the jurisdiction of the Union Association of Local 6, Rochester, Minnesota, as set forth in its Constitution and Bylaws and Amendments, both past and future, are within the jurisdiction of this Agreement. For a description of all work included, see Attachment A.

**ARTICLE II
JOINT LABOR BOARD**

1. A committee known as the Joint Labor Board shall be appointed by a majority of the parties upon the execution of the Agreement. The Board shall consist of eight (8) members: four (4) members each, appointed by the employers and employees. Each member serves upon the Board until a successor is appointed. The Board shall have the power to:
 - A. Make rules and regulations for the conduct of its business, including provision for defraying the expenses in the administration and enforcement of this Agreement;
 - B. Construe and apply the terms of this Agreement to effectuate the purposes for which it was made;
and;
 - C. Investigate, hear, determine and settle any dispute pertaining to terms, provisions and conditions of this Agreement. In the event of any labor dispute or controversy after the expiration of the Agreement (and before a new Agreement becomes effective), a

special Emergency Committee consisting of three (3) signatory contractors and three (3) Local No. 6 members, plus a third party agreed upon by the employers and employees of this Committee, will hear the dispute.

2. If a Joint Board meeting is required, it is to take place within three (3) working days.

**ARTICLE III
UNION REPRESENTATIVES**

1. Authorized Representatives of the Union shall have access where employees covered by this Agreement are employed. A Steward Journeyman shall be appointed by the Business Manager or Business Representative of the employees. MMCA signatory contractors shall at all times be informed as to who is Shop Steward, and whenever change is made the changes must be immediately reported to employing contractor.
2. Shop Stewards must transact all matters of difference concerning their members in employers' offices, and are not to interfere with the workmen until their matter has been reported to the employing contractors.

**ARTICLE IV
WAGES & PAYMENT ECONOMIC PACKAGE**

1. **WAGES.** Upon execution of this Agreement and continuing until changed or canceled as provided herein,
 - A. The minimum wage for Journeymen and Foreman is as follows:

**ARTICLE XVI
SOUTHERN MINNESOTA
CONSTRUCTION PARTNERSHIP**

(Contractor) and (Local) agree to participate in the Construction Partnership, Inc. (a labor / management cooperative committee), or its successor Joint Labor / Management Committee, which is established to provide for cooperative efforts between the parties for the benefit of the unionized construction industry.

The C.P.I. shall function in accordance with and as provided in the Articles of Incorporation and By-laws and any amendments thereto, as well as with applicable federal and state laws and regulations.

All employers covered by this agreement shall contribute to and pay to the Southeastern Minnesota Construction Partnership five cents (\$.05) per hour for each hour of straight time worked by employees covered by this Agreement. This contribution represents a two and a half cent (\$.025) per hour contribution by the employer and a two and a half cent (\$.025) per hour contribution by the employee.

The specific method of collection and payment to the Construction Partnership will be determined by the parties to this agreement, or as specified in contract provision entered into between the parties.

Payments are due on or before the 31st of August 2006, and on or before the 31st of each month thereafter.

**ARTICLE XV
MISCELLANEOUS**

Article IV, 1A

1. **TRAVEL ZONE.** A free travel zone shall be in effect for all work in which Local 6 has jurisdiction.
2. **COMPULSORY TRAINING FOR JOURNEYMEN**
A. See Joint Board action at a future date.
3. **RIGHT TO KNOW**
A. See Joint Board action at a future date.
4. **DRUG AND ALCOHOL POLICY**
A. Joint Board action at a future date.
5. **RESIDENTIAL AGREEMENT TASK FORCE**
A. To be appointed by individual Associations.

NEW CONTRACT 5/1/2011 TO 4/30/2013

LOCAL 6 PAY SCALE: Expires 4/30/2013
5/1/2011 12/1/2011

BASE PAY		
JOURNEYMAN	\$32.21	\$32.21
VACATION	1.30	1.30
DUES CHECK OFF	2.00	2.00

TOTAL BASE PAY \$35.51 \$35.51

FRINGES		
APPRENTICESHIP FUND	\$.55	\$.55
HEALTH & WELFARE	6.60	6.60
UA PENSION	3.74	3.93
LOCAL PENSION	4.36	4.42
ADM. FUND	.04	.04
MARKET RECOVERY	.05	.05
ITF	.10	.10
TOTAL FRINGES	\$15.44	\$15.69

TOTAL PACKAGE \$50.95 \$51.20

In witness whereof, the parties hereto have caused to be signed, sealed and delivered by the proper and duly authorized officers, this Agreement upon the date herein before written.

**MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

BY _____

ITS _____

FOR THE UNION: LOCAL 6

BY _____

BUSINESS MANAGER

FOR THE CONTRACTOR

COMPANY _____

BY _____

ITS _____

75 cents to be allocated by May 1st 2012

FOREMEN:

\$2.25 OVER BASE SCALE PLUS FRINGES

GENERAL FOREMEN:

\$2.75 OVER BASE SCALE PLUS FRINGES

Article IV, 1B

B. **APPRENTICE WAGE SCHEDULE**, as authorized by the Apprenticeship Committee, will be as follows:

APPRENTICESHIP SCALE 5/1/2011 – 11/30/2011

Based on \$50.95 Total Package

Year Apprentice	1st	2nd	3rd	4th	5th
Base Pay	18.19	19.47	21.92	26.57	31.21
Dues Check-off	.00	1.10	1.20	1.40	1.60
Total Base Pay	18.19	20.57	23.12	27.97	32.81

FRINGES

Health & Welfare	6.60	6.60	6.60	6.60	6.60
Apprenticeship	.55	.55	.55	.55	.55
ITF	.10	.10	.10	.10	.10
Adm. Fund	.04	.04	.04	.04	.04
UA Pension	.00	.16	.16	.16	.16
Local Pension	.00	.00	.00	.25	.50
TOTAL	25.48	28.02	30.57	35.67	40.76

APPRENTICESHIP SCALE 12/1/2011 – 4/30/2012

Based on \$50.95 Total Package

Year Apprentice	1st	2nd	3rd	4th	5th
Base Pay	18.31	19.61	22.07	26.74	31.41
Dues Check-off	.00	1.10	1.20	1.40	1.60
Total Base Pay	18.31	20.71	23.27	28.14	33.01

FRINGES

Health & Welfare	6.60	6.60	6.60	6.60	6.60
Apprenticeship	.55	.55	.55	.55	.55
ITF	.10	.10	.10	.10	.10
Adm. Fund	.04	.04	.04	.04	.04
UA Pension	.00	.16	.16	.16	.16
Local Pension	.00	.00	.00	.25	.50
TOTAL	25.60	28.16	30.72	35.84	40.96

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Job Steward regarding job progress, work schedules, and other issues affecting the work process.

- B. The above information will be recorded, action plans will be formulated and the information will be passed on to the local union Business Manager.
 - C. Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
 - D. A course of action shall be established to allow the job Steward and or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
 - E. In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the *UA Standard for Excellence* platform and make a decision regarding his further employment.
7. **ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**
- A. In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
 - B. Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
 - C. The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
 - D. Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the *UA Standard for Excellence* policy.

5. MEMBER AND LOCAL UNION RESPONSIBILITIES:

- A. The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- B. Job Stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- C. Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- D. The Job Steward shall communicate with the members' issues affecting work progress.
- E. The Business Manager or his designee will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the *UA Standard for Excellence* policy.
- F. The Steward and management will attempt to correct such problems with individual members in the workplace.
- G. Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including but not limited to mandatory retraining for members after offences.

6. EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- A. Regular meetings will be held where the management team and UA Supervision will communicate with the

- 2. **PAYMENT.** Employees shall be paid in full at least once per week. Payment will be mailed, direct deposited or hand delivered.
- 3. **SERVICE TECHS.** Apprentice Service Tech wages shall run concurrent with the Apprentice wage scale. U.A. and Local Pension contributions will be put on Apprentice checks until they become a member. The probationary period runs 2-6 months.
- 4. **TERMINATION OF BENEFITS:** Termination of fringe withholding to be put on base pay.

**ARTICLE V
HOURS OF WORK, OVERTIME AND
SHIFT WORK**

- 1. **STRAIGHT TIME.** Straight time is defined as forty (40) hours per week and takes place Monday through Friday between the hours of 7:00 A.M. and 4:30 P.M. (8 hours inclusive).
- 2. **TIME AND ONE HALF**
 - A. Work performed after an 8-hour (eight-hour) shift (or 4:30pm) shall be paid at 1-1/2 (time and one half) until Midnight then double time.
 - B. Saturday overtime is paid at 1-1/2 times the base pay rate for the hours between 7:00 A.M. and 4:30 P.M. After 4:30 P.M., the rate is double time, or after an 8 hour shift also double time.
 - C. If you are asked to work through the night into the next day shift, you will remain on double time until an eight (8) hour break.

3. **DOUBLE TIME**

- A. Work at all other times is paid at twice the regular rate. Holidays are paid at twice the regular rate. Holidays are as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- B. If a holiday falls on a Saturday, the Friday before is treated as the holiday. If the holiday falls on a Sunday, the following Monday is treated as the holiday and the holiday itself is double time.

No employee shall work on Labor Day without permission from the employee's Business Manager.

- 4. **EARLY STARTING TIME:** A Waiver Agreement on starting time, as defined under this Article, shall be furnished on forms provided by U.A. Local 6. This Agreement shall apply only to a specific job where conditions warrant an earlier starting time. The early starting time must be mutually agreed upon by employer and employee in writing, and must be signed by each employee. The Waiver Agreement shall be kept on file in the U.A. Local 6 office. Where job conditions warrant, a four-day (4-day) ten-hour (10-hour) work week may be established. All employees and employers must agree. When a four-day, ten-hour work week is in use, any hours worked in excess of 10 hours in any one day, or on Friday, shall be paid time and a half (1 1/2).
- 5. **COFFEE BREAKS.** There shall be 2 (two) fifteen-minute (15-minute) coffee breaks per day — one in the forenoon and one in the afternoon — and these are to be taken at a mutually agreed upon time. There shall be a fifteen-minute (15-minute) break after 10 (ten) hours of work, and then every two (2) hours thereafter.

are readily available in a timely manner.

- F. Provide proper storage for contractor and employee tools.
- G. Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- H. Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- I. Promote to owners and clients the UA/Contractor Associations partnerships and avoid finger pointing when problems arise.
- J. Encourage employees but if necessary be fair and consistent with discipline.
- K. Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- L. Promote and support continued education and training for employees while encouraging career building skills.
- M. Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner while limiting the number of employees to the work at hand thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.
- N. Treat all employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- O. Cooperate and communicate with the Job Steward.

4. **PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:**

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

- E. Meet their responsibility to be fit for duty insuring a zero tolerance policy for substance abuse is strictly met.
- F. Be productive and keep inactive time to a minimum.
- G. Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- H. Respect the customers' property (Waste and property destruction, such as graffiti will not be tolerated).
- I. Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable).
- J. Respect and obey employer and customer rules and policies.
- K. Follow safe, reasonable and legitimate management directives.

3. EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA/PFI/NCPWB/PCA/UAC and NFSAsignatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the *UA Standard for Excellence*.

- A. Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- B. Provide the Union hall with the necessary documentation to support these actions.
- C. Provide worker recognition for a job well done.
- D. Insure that all necessary tools and equipment are readily available to employees.
- E. Minimize workers downtime by insuring blueprints, specifications, job layout instructions and material

6. SHIFT WORK.

- A. Contractors will notify Local 6 on any shift work before project starts.
- B. Shift work takes place between 3:00 P.M. and midnight.
- C. A shift worker is paid twenty-five percent (25%) over base pay.
- D. An employee has the right to refuse shift work without fear of dismissal.
- E. Only employees who have not worked the previous eight (8) hours qualify for swing shift.
- F. A Swing Shift must be for five (5) consecutive workdays, excluding Saturday and Sunday.
- G. All other scale and overtime is paid according to the Working Agreement. Nothing contained in Article V, Paragraph 6, shall be construed as depriving employees of overtime and other benefits provided by this Agreement.
- H. Where certain conditions warrant a variation in shift hours and pay, the decision will be made by the Joint Labor Board.

ARTICLE VI RESIDENTIAL, SERVICE & MAINTENANCE WORK

- 1. Refer to applicable national agreements if your employer is signatory.

ARTICLE VII EMPLOYEE BENEFIT FUNDS

1. The employer agrees to contribute to a depository, as designated by the Trustee of the funds, all amounts withheld for the various funds no later than two (2) working days after the 15th of the month.
 - A. All members of Local No. 6 working at the trades shall have all contributions withheld and deposited to their account. The only exception is that Two members of a firm who are owners hiring journeymen and are also members of Local 6 may be exempt, with the exception of the U.A. Pension. These shops will make all contributions.
 - B. Any employer who is a party of this contract and fails to make such payments within two (2) days after the 15th of the month shall be notified in writing by the Trustees of the fund. In the event a second notice is required, the employer shall be liable for all costs of collection including, but not limited to, reasonable attorney fees and court costs.
 - C. Fringe Benefits. Each overtime hour shall be counted as one regular hour for purposes of fringe benefit contributions.

Contributions to the Twin City Pipe Trades Pension Supplement and Local #6 Health & Welfare Plan will be determined on the same basis as wages which is hours paid.

ARTICLE XIV UA STANDARD FOR EXCELLENCE

1. OVERVIEW:

The *UA Standard for Excellence* policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

2. MEMBER AND LOCAL UNION

RESPONSIBILITIES:

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

- A. Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, everyday on time (Absenteeism and Tardiness will not be tolerated).
- B. Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- C. Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- D. Use and promote the local union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA craftworkers are the most highly trained and sought after workers.

or Officers of said fund. Upon receiving written certification, the surety, sureties or bank shall pay to said funds, pro-rated up to the full amount of said bond or said savings account, principal and interest in the amount necessary to satisfy and pay delinquencies owing to the funds.

**ARTICLE XIII
RULES REGARDING JOURNEYMEN**

1. When a journeyman takes charge of a job as foreman, he shall receive \$2.25 per hour more than the prevailing scale and he shall be permitted to use the tools. The ratio of foremen shall be one foreman to every ten (10) men. When the eleventh man is hired, the contractor shall put on a General Foreman, whose rate of pay shall be \$2.75 more than the prevailing scale. Out of town contractors shall be allowed one Superintendent. All other foremen and mechanics will be furnished through Local Union 6. Foremen shall be selected to oversee work from their respective branch or craft.
2. Regular journeymen who are employed may elect to take residential work at the residential rate of pay and benefits, but shall not be obliged to do so. The employer may not compel regular journeymen to perform residential work at the reduced rate. Regular journeymen shall not lose their seniority standing on their regular unemployment list, nor shall they be reprimanded, disciplined or discriminated against by the employer for not accepting residential work.

**2. PLUMBERS & PIPEFITTERS
NATIONAL PENSION**

- A. Payments to the Pension Fund shall be made to the Plumbers and Pipefitters National Pension Fund, established under an Agreement and Declaration of Trust on July 23, 1968. The employer agrees to be bound by all terms and conditions of the Agreement and Declaration of Trust. The employer shall sign a copy of the Agreement and Declaration of Trust and place it at the end of this Agreement. By signing the Agreement and Declaration of Trust, the employer accepts as his representative the employers who at the time of signing are serving as trustees. He authorizes these Trustees to designate additional and successor employer Trustees in accordance with the terms and conditions hereof. The employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement (form #66), and made part of this Agreement.
- B. The employer shall furnish copies of the Collective Bargaining Agreement, together with renewal of any extension agreements, promptly to the Pension Fund office. If the aforementioned are not consistent with this participation Agreement, the Trustees may terminate the employer's participation in the fund.

- C. Payments to the fund shall commence on August 1, 2006 and shall continue for the duration of the current Collective Bargaining Agreement, and any renewal or extension thereof. The employer agrees to make the proper payments to the Plumbers and Pipefitters National Pension Fund for each employee covered under the Collective Bargaining Agreement as follows:
 - i. For each paid hour or portion thereof, the employer will contribute (as per wage package) to the Pension Fund. Each overtime hour shall be counted as one regular hour for purposes of pension contribution. Paid hour includes hours attributable to show-up time, travel time and any other time for which payment is received. (See 2011 wage and fringe package).
 - ii. The employer shall contribute to the fund on behalf of all employees covered by the Collective Bargaining Agreement. This includes, but is not limited to, apprentices.

3. **TWIN CITY PIPE TRADES PENSION SUPPLEMENT PLAN TRUST**

- A. The employer agrees to make contributions to the Twin City Pipe Trades Pension Supplement Plan Trust for the benefit of employees covered under this Agreement, effective May 1st 2011. The plan, together with any additional amendments, shall be in accordance with the Trust Agreement and any other administrative regulations and policies.
- B. **Contributions to the Twin City Pipe Trades Pension Supplement Plan for this Working Agreement will be determined on the same basis as wages which is hours paid.**

**ARTICLE XII
SECURITY BONDS**

1. **FILING OF BOND**

- A. Each employer who employs five (5) or fewer employees shall file with the Union a security bond of \$10,000.00. Each employer who employs six (6) or more employees shall file with the Union a security bond of \$40,000. Each employer who employs over twenty-five (25) men or more shall file with the union a Security Bond of \$100,000.00. The bond shall be in writing, signed by the employer and by a Surety satisfactory to the Union, and shall be conditioned to secure and pay all contributions due to the respective Trustees of the Apprenticeship Training Fund, the Health and Welfare Fund, the U.A. Pension Fund, the Local 6 Pension fund, Administrative Fund, Vacation Fund and Building Fund. Local 6 shall act as Agent for the Trustees of the respective funds.
- B. In lieu of filing a bond, the employer may deposit cash in an interest-bearing savings account in a bank approved by the Union, subject to the same conditions as those applying to a bond. The savings account shall be in the name of the employer and the Union shall be agent for the various funds above described.

2. **BOND FURNISHED FOR SINGLE SHOPS**

- A. Single shops shall furnish at least a \$2,000 security bond.

3. **DEFAULT**

- A. In the event of a default by the employer in the payment of the contributions when due, the default shall be certified in writing by the respective Trustees

4. **PIPE CUTTING AND OTHER WORK**

- A. Employers shall furnish another employee or apprentice when cutting or installing 2-1/2" pipe or larger, with the exception of plastic, no-hub and copper pipe.
- B. Pre-job conferences, at the request of the representatives of the Union, can be arranged at a time convenient to both parties, and the employer will furnish information at that time that might help avoid unnecessary jurisdictional or other delaying disputes.

**ARTICLE XI
VACATION**

1. **VACATION FUND**

- A. A Vacation Fund Depository Agreement is in effect, and \$1.30 per hour minimum shall be deducted from all employees by employers on a weekly basis and remitted to the Union's Depository once a month, not later than two (2) working days after the 15th of each month. If a contractor is late in making the member's vacation fund payment, a 10% penalty will be assessed on the 25th with those monies going directly to the effected member.
- B. If an employee disassociates himself from the plumbing and heating trades, or moves from the Local 6 jurisdiction in Southeastern Minnesota, he may apply for payment in full of any balances in the vacation pay account in the manner provided herein. Unless the employee is leaving the trade or jurisdiction of Local 6, he must leave a balance of at least one dollar (\$1.00) in his vacation savings account.

4. **JOURNEYMEN / APPRENTICESHIP TRAINING FUND**

- A. Effective as of the 1st day of May 2011 (as per wage and fringe package), the per hour for every hour worked shall be remitted by the employer to the Union's depository once a month on or before the 15th of each month to the Journeymen and Apprenticeship Fund. The administration of this fund is in the hands of the Joint Apprenticeship Committee, which is composed of employers and member employees of Local 6. Reporting forms will be furnished to employers for payroll deductions.
- B. A training program shall be set up by Local 6 and the J.A.T.C. for training and qualifying welders, as part of the obligation to furnish qualified craftsmen.

5. **HEALTH AND WELFARE FUND**

- A. Effective the first day of May 2011, the employer shall pay to a designated party once a month on behalf of each person covered by this Agreement (as per Wage and Fringe package) the per hour for a Health and Welfare Plan.
- B. All regular employees are eligible for H&W.
- C. **Contributions to Local #6 Health & Welfare will be determined on the same basis as wages which is hours paid.**

6. **BUILDING FUND CHECK-OFF FROM WAGES**

- A. For the purpose of establishing the Plumbers Local 6 Building Fund, the employer will withhold and deduct from the wages due to each employee covered by this Agreement such sums for each hour worked, as will be specified in written notice sent by the Union to the

employer in advance of the beginning effective date of such withholding, deduction and check-off. In the notice the Union will specify the effective beginning date of such check-off wages. It shall be in accordance with the action taken by the Union membership to levy a Union assessment for that purpose. The assessment shall be in the same amount as the specified amount of the check-off.

- B. No such deduction or check-off shall be made, except from the wages of an employee who has executed and furnished to the employer a written wage assignment and check-off authorization, substantially in the form of the sample attached hereto and marked Exhibit A.

7. **DUES CHECK-OFF FROM WAGES**

- A. All U.A. Journeymen working in the jurisdiction of Local No. 6 will have (as per Wage and Fringe package) the per hour deducted from the base pay. This will be computed at the straight time rate for hours worked.

8. **ADMINISTRATION FUND**

- A. All contractors working in the jurisdiction of Local 6 will contribute 4 cents per hour (\$.04) to the Administration Fund for each working man.
- B. The Administration Fund may be increased at any time the MMCA deems necessary, with no reduction in pay for the members.

9. **FUNDS MAY BE TRANSFERRED** from base wages to any existing fund if requested by the Trustees and approved by the membership and Joint Labor Board.

- A. Any agreed upon changes in wages or fringes shall not be construed as opening of the Labor Agreement.

10. Termination of fringe withholdings shall be put on base pay.

(\$.50) per mile traveled, to be measured from job site to job site. This mileage pay shall not be required in circumstances where the work at the job site is completed before the end of the day, or where weather or other conditions beyond the employer's control make it impossible to continue work at such job site for the full 8-hour day.

- C. Employers shall furnish protective equipment necessary to protect employees. This shall include all welding helmet lenses, welding goggles, grinding and chipping glasses and hard hat liners.

- D. All workmen shall accept the responsibility for the proper care of all tools and/or equipment furnished by the individual employer. Acknowledgment of receipt and return of tools and/or equipment shall be made on a form mutually agreed upon by employers and the union. Any workman who abuses the provisions of this section shall be subject to investigation by the Joint Board and any disciplinary action it levies. Employer is to furnish all tools.

- E. The employer shall provide uniforms required by the employer to be worn on the job. The employer shall also be responsible for providing replacement uniforms, except when replacement is necessitated by the employee's non-work use of the uniform. The employees shall be responsible for normal cleaning and maintenance of the uniforms.

- F. Employer will provide suitable eating area for employees in cold weather.

3. **WORK BY EMPLOYER**

- A. Any employer who is a dues-paying member of Local 6 may work with the tools.

weather or strike conditions make it impossible to put such an employee to work, or where work stoppage is occasioned thereby, or when an employee leaves work on his own accord.

5. **WHEN A MEMBER IS TERMINATED**, he shall be issued a termination slip and be paid in full.

ARTICLE X WORK RULES AND MISCELLANEOUS

1. **STATE AND FEDERAL LAWS**
 - A. All work performed, material furnished and material installed shall comply with the applicable laws of the State of Minnesota.
 - B. Employees will work in compliance with OSHA law.
 - C. Minnesota OSHA requires that all contractors in asbestos work, or who have employees exposed to asbestos, establish an asbestos removal program. This program shall include training in recognizing the hazards of asbestos and in safe work procedures, as well as contain respiratory protection and medical surveillance programs.
2. **TOOLS, EQUIPMENT AND PROTECTIVE CLOTHING**
 - A. No employee shall furnish tools or equipment by loan, rental or otherwise. No employee shall use his own vehicle to do jobbing work or carry tools or materials at any time while working for an employer.
 - B. An employee who is required by the employer to use the employee's own vehicle to transfer from one job to another during his workday shall be paid, in addition to all other benefits provided by this contract, 50 cents

ARTICLE VIII COMPETITIVE BIDDING

Project agreements may allow competitive bidding when conditions dictate. When it is determined by Local Union 6 on a job-by-job basis, that wages and conditions on a particular job in its jurisdictional area are such that a signatory union contractor is in a non-competitive position to bid for the contract, the Executive Board may elect to establish wage rates and conditions on that particular job to insure that employers bidding work at that job site will be in a position to make the successful bid. It is the sole responsibility of the signatory contractor to check with Local 6 so that the Union may determine whether adjustments or modifications in wages and other conditions in the Local 6 area are necessary or advisable. This is at the sole discretion of the Local 6 Executive Board, and will be done on a job-by-job basis. The Executive Board shall not have the power to set the wage rate lower than 80% of scale. Action must be taken within 48 hours, or the Joint Board could be called to review the situation.

ARTICLE IX REFERRAL AND HIRING PROCEDURES

1. **HIRING OF MEN.** It is the mutual desire of both parties to secure qualified journeymen and apprentices to perform the required work. As such, the following is provided:
 - A. The Union shall maintain an open employment service to which the employer shall forward all requests for journeymen.

- B. The Business Agent of the Union shall act as manager of the open employment service and keep seniority records indicating the local and general seniority of all job applicants who are approved by the Joint Board.
1. Local seniority is defined as the length of time each applicant has worked at the trade in the jurisdictional area of the Local Union.
 2. General seniority is defined as the length of time each applicant has followed the trade within the U.S.A.
 3. The first journeyman member of Local 6 reporting out of work at the hiring hall (applying for employment) is automatically at the top of the list for employment. If a group of men report out of work in one day, seniority clause, as spelled out in number 1 and 2 above, under Hiring of Men shall prevail. When job requests are received the Union will notify the member a job request was received and the member has been requested for re-employment. If no specific member is to be referred the Union will follow the seniority clause as spelled out in 1, 2, and 3 above. If a member refuses re-employment, the member will not be moved to the bottom of list. If the member refuses a second job, he will then move to the bottom of list.

2. HIRING IN GENERAL

- A. To qualify for hire, an applicant must be a properly qualified apprentice or journeyman, as defined by the Joint Labor Management Committee, and must meet the standards of the State of Minnesota.

- B. All job applicants who are properly qualified journeymen shall be placed on the employment service general and local seniority lists.

3. JOB REFERRALS

- A. In no case shall job referrals be made on a discriminatory basis.
- B. In the event that the employment service cannot fill the employer's request for job applicants after a period of forty-eight (48) hours from the time the request is received by the employment service, the employer may hire an employee from any source.
- C. Any transferring of men from one employer to another is not allowed if there is a local resident out of employment in Local Union 6, and in no case is the action of lending men to be allowed without the consent of the Local Business Agent. Should a local resident become available from the hiring hall, he shall replace said man/men, and the man/men shall report back to their original employer.
- D. If an employee referred to an employer works for that employer for ten (10) consecutive work days or less and is then laid off, he shall return to the position on the out-of-work list which he held before being referred to that employer.

4. REPORTING FOR WORK

- A. Any employee reporting for work at the regular starting time, for whom no work is provided, receives pay for two (2) hours at the regular rate of wages, unless he has been notified before leaving his home not to report. Any employee who reports for work, and for whom work is provided, shall not receive less than four (4) hours pay. However, the prior rules do not apply when