

**UNITED ASSOCIATION STANDARD FORM OF
AGREEMENT**

2011 TO 2014



**PLUMBERS AND STEAMFITTERS LOCAL UNION 11 ZONE 2
OF THE UNITED ASSOCIATION OF THE JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA**

And

**NORTHWESTERN MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

Table of Contents	Page
Cover	1
Table of Contents	2-5
ARTICLE I LENGTH AND PURPOSE OF AGREEMENT	6
<u>Section 1.1</u> Length of Agreement	6
<u>Section 1.2</u> Purpose of Agreement	6
ARTICLE II – JURISDICTION GEOGRAPHICAL JURISDICTION	6-8
<u>Section 2.1</u> Jurisdictional Area	6
<u>Section 2.2</u> Trade of Work	6
Map of Jurisdiction	8
TRADE OF WORK JURISDICTION	9
<u>Section 2.3</u> Rates of pay, hours and working conditions	9
<u>Section 2.4</u> Settlement of jurisdictional disputes	9
<u>Section 2.5</u> Trade or craft disputes	9
<u>Section 2.6</u> Work stoppage	9
<u>Section 2.7</u> Jurisdiction arbitration	9
ARTICLE III RECOGNITION	9
<u>Section 3.1</u> Union	9
<u>Section 3.2</u> Association	9
ARTICLE IV UNION SECURITY	10
<u>Section 4.1</u> Union Membership	10
<u>Section 4.2</u> Right to reopen regarding security	10
<u>Section 4.3</u> Union access to employees	10
ARTICLE V MANAGEMENT RIGHTS	10
<u>Section 5.1</u> Fair day’s work for a day’s pay.	10
<u>Section 5.2</u> Composition of the work force	10
<u>Section 5.3</u> Moonlighting	10
ARTICLE VI NO STRIKE, NO LOCKOUT	10
<u>Section 6.1</u> Strikes, work stoppages or lockouts	11
<u>Section 6.2</u> Parties bound by grievance and arbitration provisions	11
ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURE	11
<u>Section 7.1</u> Disputes	11
<u>Section 7.2</u> Unsettled disputes	11
<u>Section 7.3</u> Joint Grievance Committee Provisions	11
<u>Section 7.4</u> Picket line	11-12
ARTICLE VIII RIGGING, HANDLING AND SETTING OF EQUIPMENT	12
<u>Section 8.1</u> Rigging or handling and setting of equipment	12
<u>Section 8.2</u> Equipment used	12
<u>Section 8.3</u> Pumps, air compressors and welding machines	12
ARTICLE IX SUBCONTRACTING	12
<u>Section 9.1</u> Subcontract or sublet	12
ARTICLE X PAYDAY, ACCOUNTABILITY AND TERMINATION	12-13
<u>Section 10.1</u> Payday	12
<u>Section 10.2</u> Check stub	12
<u>Section 10.3</u> Intention to terminate	12
<u>Section 10.4</u> Tools and Termination	13
<u>Section 10.5</u> Just cause	13

Table of Contents Cont'd		Page
ARTICLE XI	REFERRAL AND HIRING PROCEDURE	13
	<u>Section 11.1</u> Referral of applicants	13
	<u>Section 11.2</u> Referral practices	13
	<u>Section 11.3</u> Competent and skilled	13
	<u>Section 11.4</u> Discrimination	13
	<u>Section 11.5</u> Right to reject	13
	<u>Section 11.6</u> Report to work	13
	<u>Section 11.7</u> Selection and number	13
	<u>Section 11.8</u> Qualified Journeymen, Apprentices	13
	<u>Section 11.9</u> Employees from other sources.	13
	<u>Section 11.10</u> Loaning of men	13
ARTICLE XII	WORKING RULES AND MISCELLANEOUS PROVISIONS	13-15
	<u>Section 12.1</u> Rules applicable to all work	14
	(a) Selection of Craft Foreman	14
	(b) Use of tools or equipment.	14
	(c) Security of tools, equipment and materials	14
	(d) Reaffirmation	14
	(e) Recognition	14
	(f) Slowdowns, standby crews, and featherbedding	14
	(g) Stewards	14
	(h) Strikes, work stoppages or lockouts	14
	(i) Referral Time Limit	14
	(j) Overtime is undesirable	14
	(k) Work rate	14
	<u>Section 12.2</u> Show Up Time	14-15
	<u>Section 12.3</u> Weather cancellations	15
	<u>Section 12.4</u> Foremen on site	15
	<u>Section 12.5</u> Working Rules	15-16
	(a) Member furnished tools	15
	(b) Tools checkout work	15
	(c) Safety Equipment	15
	(d) Coffee break	15
	(e) Overtime lunch period	15
	(f) Cars of Employees used	16
	(g) Pick up Time	16
	(h) Drinking water and toilet facilities	16
	(i) Injuries	16
	(j) Workmen Compensation Insurance	16
ARTICLE XIII	HOURS OF WORK, OVERTIME AND SHIFT WORK	16-17
	<u>Section 13.1</u> Shift operation	16
	<u>Section 13.2</u> Overtime wage rates	16
	<u>Section 13.3</u> Shift Work	16
	<u>Section 13.4</u> Shift provisions	16
	<u>FIRST SHIFT</u>	16
	<u>SECOND SHIFT</u>	16
	<u>THIRD SHIFT</u>	16
	<u>Section 13.5</u> Day's work	16

<u>Section 13.6 OVERTIME</u>	16-17
Saturdays	
Sundays	17
Holidays	17
<u>Section 13.7 Regular Work Schedule</u>	17
<u>Section 13.8 Vacations</u>	17
<u>Section 13.9 Holidays</u>	17
Memorial day	17
Thanksgiving Day	17
Christmas Day	17
Veterans' Day	17
Fourth of July	17
Labor Day	17
Day after Thanksgiving	17
<u>Section 13.10 EMERGENCY WORK</u>	17
ARTICLE XIV Wages & Benefits	17-21
<u>Section 14.1 Journeyman Economic Packages</u>	18
Section 14.1b Apprentice Economic Packages	19
Section 14.2 APPRENTICES:	19-20
Apprentice advancement	20
<u>Section 14.3 Term of apprenticeship</u>	21
<u>Section 14.4 Contributions to the fringe benefit</u>	21
<u>Section 14.5 Double payment of fringe benefit</u>	21
<u>Section 14.6 HELPERS</u>	
<u>Section 14.7 Apprentice ratio</u>	21
ARTICLE XV SUPERVISION	21-22
<u>Section 15.1 Selection of Craft Foreman and General Foreman</u>	21
<u>Section 15.2 Working Foremen</u>	21-22
<u>Section 15.3 Pay Increase</u>	22
ARTICLE XVI TRAVEL EXPENSES AND SUBSISTENCE	22-23
<u>Section 16.1 Travel expenses and mileage</u>	22
(A) Free Zone	22
<u>Section 16.3 PER DIEM</u>	22
(A) Beyond the 30 mile Free Zone up to 90 miles	22
(B) On all jobs 90 miles and beyond	22
ARTICLE XVII TAXABLE FRINGE BENEFITS	23-24
<u>Section 17.1 Personal Savings Account Fund</u>	23
(a) Social Security, Federal and State income taxes	23
(b) Vacations	23
<u>Section 17.2 Check off Dues</u>	23
(a) Social Security, Federal and State income taxes	23
<u>Section 17.3 Building Fund</u>	23
(a) Social Security, Federal and State income taxes	24
<u>Section 17.4 Work Assessment</u>	24
(a) Social Security, Federal and State income taxes	24

ARTICLE XIII	HEALTH AND WELFARE FUND	24
	<u>Section 18.1</u> Health and Welfare Fund	24
	<u>Section 18.2</u> National Health Insurance Program	24
ARTICLE XIX	PENSION FUND	24-26
	<u>Section 19.1</u> Pension Fund	24
	<u>Section 19.2</u> National Pension Fund Standard Participation Agreement	24-25
	1. (a) Duration	25
	(b) Contributions	25
	(c) First day of employment	25
	(d) Previously covered employees	25
	2. Payments to the Pension Fund	25
	3. Internal Revenue Code	25
	4. Trustees authority	25-26
	5. Failure to make contributions	26
	6. Participation Agreement	26
	7. Expiration	26
<u>ARTICLE XX</u>	<u>FRINGE BENEFITS</u>	26-27
	<u>Section 20.1</u> Apprenticeship Fund	26
	<u>Section 20.2</u> Money Purchase Fund	26
	<u>Section 20.3</u> Death Benefit Fund	26
	<u>Section 20.5</u> Industry Development Fund	27
	(A) Fund use	27
	<u>Section 20.6</u> Residential and Service Overtime	27
ARTICLE XXI	JOINT APPRENTICESHIP COMMITTEE	27
	<u>Section 21.1</u> Joint Apprenticeship Committee	27
ARTICLE XXII	JOINTLY ADMINISTERED FRINGE BENEFIT FUNDS	27
	<u>Section 22.1</u> Trust agreements	27
ARTICLE XXIII (A)	PAYMENTS BY EMPLOYER BENEFIT FUNDS	28
	<u>Section 23.1</u> Failure to pay	28
	<u>Section 23.2</u> Failure to pay- second time	28
ARTICLE XXIV	DURATION, TERMINATION AND RENEWAL OF AGREEMENT	28-29
	<u>Section 24.1</u> Renewal	28
	<u>Section 24.2</u> Invalid provisions	28
	<u>Section 24.3</u> Negotiating	28
	<u>Section 24.4</u> Similar business	28
	<u>Section 24.5</u> New Business Enterprises	29
	<u>Section 24.6</u> Notice	29
ARTICLE XXV	STANDARD OF EXCELLENCE	
UNITED ASSOCIATION	STANDARD FOR EXCELLENCE	29-31
ARTICLE XXVI	WORK JURSDICTION	32-33
ARTICLE XXVII	RIG WELDERS	34
	Signature Page	35
	Index	36-37

UNITED ASSOCIATION STANDARD FORM OF AGREEMENT

2011 TO 2014 LABOR AGREEMENT

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable, and harmonious working agreement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the NORTHWESTERN MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION (hereinafter referred to as "Association"), acting for and on behalf of its contractors hereinafter referred to as "Employers"; and PLUMBERS AND STEAMFITTERS LOCAL UNION 11 ZONE 2 OF THE UNITED ASSOCIATION OF THE JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter referred to as the "Union".)

ARTICLE I
LENGTH AND PURPOSE OF AGREEMENT

Section 1.1 This agreement made this 1st day of May, 2011 shall be effective from May 2, 2011 to April 30, 2014.

Section 1.2 The purpose of this Agreement is to establish the wages, hours, and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times, a sufficiency of skilled Journeymen so that the employer may have sufficient, capable Employees, and the Employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance, or delay caused by strikes, lockouts or other labor management disputes.

ARTICLE II - JURISDICTION
GEOGRAPHICAL JURISDICTION

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the Local Union by the United Association.

Section 2.2 This Agreement shall apply to and cover all Employees of an Employer to perform or performing plumbing, heating and piping work within the geographical jurisdiction allocated to the Local Union by the United Association.

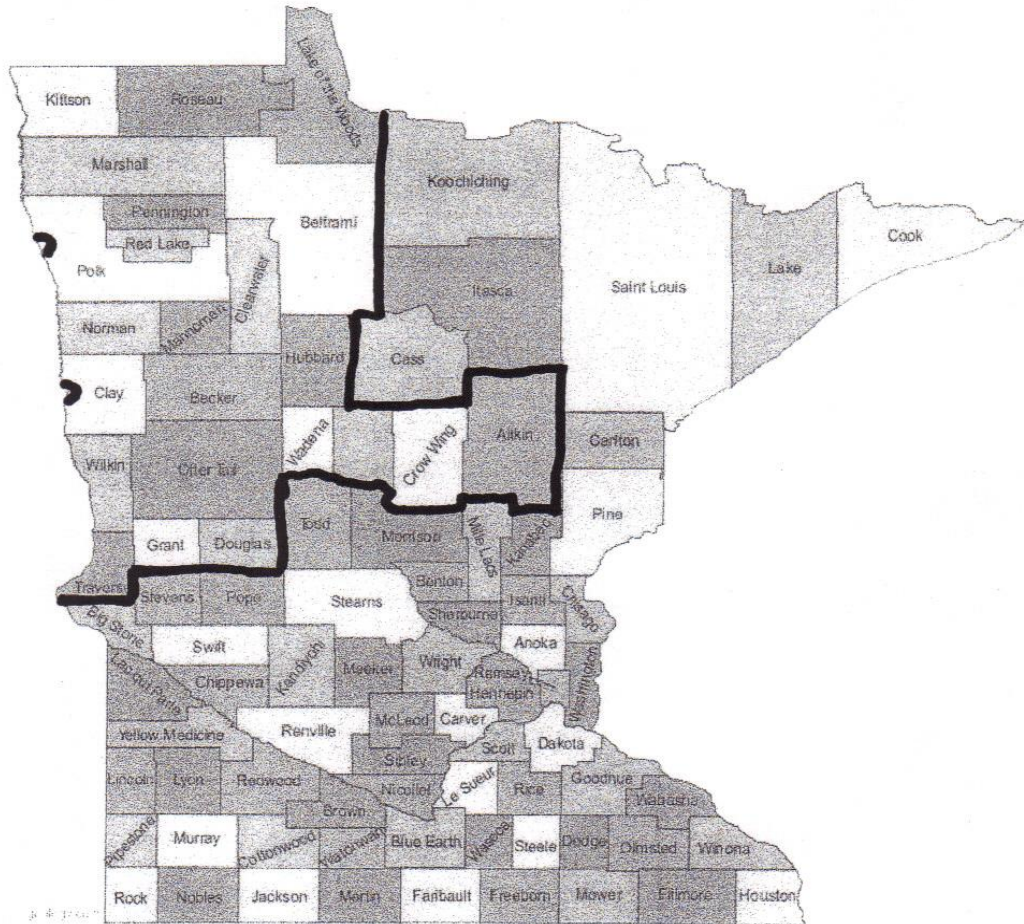
**COUNTIES UNDER THE JURISDICTION OF LOCAL 11, Zone 2
AND COVERED BY THIS AGREEMENT ARE:**

AITKIN	GRANT	PENNINGTON
BECKER	HUBBARD	POLK
BELTRAMI	KITSON	RED LAKE
CASS	LAKE OF THE WOODS	ROSEAU
CLAY	MAHNOMEN	TRAVERSE

CLEARWATER
CROW WING
DOUGLAS

MARSHALL
NORMAN
OTTERTAIL

WADENA
WILKIN



- | | | |
|--------------|-------------------|------------|
| AITKIN | GRANT | PENNINGTON |
| BECKER | HUBBARD | POLK |
| BELTRAMI | KITTSO | RED LAKE |
| CASS (lower) | LAKE OF THE WOODS | ROSEAU |
| CLAY | MAHNOMEN | TRAVERSE |
| CLEARWATER | MARSHALL | WADENA |
| CROW WING | NORMAN | WILKIN |
| DOUGLAS | OTTERTAIL | |

With the exceptions of Moorhead, MN (Clay County) and East Grand Forks, MN (Polk County)

TRADE OF WORK JURISDICTION

Section 2.3 This Agreement covers the rates of pay, hours and working conditions of all Employees engaged in the installation of all plumbing and/or Pipefitting systems and component parts thereof, including fabrication, assembling, erection, installation, distributing, tying on and hoisting of all piping materials by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association as set forth in Appendix A, of the Constitution of the United Association, revised and amended August 2001, which is incorporated herein and made a part of this Agreement in Article XXVI.

Section 2.4 It is understood that the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building and Construction Trades Department.

Section 2.5 It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjusted and decided in accordance with the procedure established in Section 4 of the Constitution of the United Association, revised and amended August 10-5, 1981.

Section 2.6 There shall be no work stoppage because of jurisdictional disputes.

Section 2.7 Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final binding arbitration to the Impartial Jurisdictional Disputes Board (hereinafter "Board" for the Construction Industry or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided that all unions involved in such jurisdictional dispute and all employers with whom those unions have Collective Bargaining Agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when those Employers are involved in a jurisdictional dispute. In the event any Union claiming work jurisdiction from an Employer signatory to this Agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties to this Agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such unions. In the event the above provision is complied with, the parties hereto agree to accept, and shall be bound by the rules, regulations and procedures of the Board or its successor as in effect from time to time.

ARTICLE III **RECOGNITION**

Section 3.1 The Association and Employers hereby recognize Local Union 11 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all their Employees performing any work covered by the Employer in the area described in Article II.

Section 3.2 The Union and Employees hereby recognize the NORTHWESTERN MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION as the sole and exclusive bargaining representative for all of its Employer members and for those non member Contractors that have furnished the Association with Collective Bargaining Authorizations.

ARTICLE IV
UNION SECURITY

Section 4.1 All employees, 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 Employees covered by this Agreement, hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal law after their employment at the date of the Agreement, whichever is later, and shall remain members of the Union in good standing during the term of the Agreement. All Journeymen and Apprentices covered by this Agreement shall as a condition of employment become members of the Union six (6) months for Apprentices, thirty (30) days for Journeymen, after their employment and shall remain members of the Union in good standing during the term of this Agreement.

In interpreting good standing, an Employer shall not discharge any Employee for non membership of the Union:

(a) If he has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members, or

(b) That the Employer has reasonable grounds for believing that membership denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of an Employee pursuant to this section, the Union shall, if requested, provide information substantiating that the Employee has failed to comply with the membership requirements of this section.

Section 4.2 Either party to this Agreement shall have the right to reopen the negotiations pertaining to the Union security when the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 4.3 Authorized representatives of the Union shall have access to jobs where Employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the Employees or cause them to neglect their work; and further provided such Union representatives comply with customer rules.

ARTICLE V
MANAGEMENT RIGHTS

Section 5.1 It is the intent of all parties to this Agreement that the Employee will furnish a full fair day's work for a day's pay.

Section 5.2 Management shall be the sole determiner of the composition of the work force; for supervision refer to Article XV. Management shall have the prerogative of controlling its operations, introducing new or improved methods of facilities and changing methods of facilities, subject to the limitations set forth in this Agreement.

Section 5.3 The Union shall not sanction any Employee performing any plumbing, heating, cooling or pipe work after his regular working hours for other than his current Employer.

ARTICLE VI
NO STRIKE, NO LOCKOUT

Section 6.1 During the term of this Agreement each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by Employer, provide however, the Union may strike where an Employer fails to pay wages in full and on time, or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with Article XXIII, that an Employer is delinquent in payment of fringe benefits.

Section 6.2 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local 11 Zone 2 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute before the subsequent provisions of this Article are invoked.

Section 7.2 In the event that a dispute is not settled under the provisions of Section 7.1 it shall be referred to the Joint Grievance Committee composed of two representatives of the Union and two representatives of the Association. Said Committee shall meet within two working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Grievance Committee reserves the right to make final decision in any dispute and final interpretation on any of the provisions of this Agreement.

Section 7.3 (a) In the event a grievance is not satisfactorily settled by the Joint Grievance Committee within five (5) working days after having been first considered by such Joint Grievance Committee, the Union or the Association may elect to submit such grievance to impartial arbitration by notifying the other party and the affected Employer in writing to that effect. The Union and the Association may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator, the Union and the Association shall there upon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Association cannot agree upon such impartial arbitrator within five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effective by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days (excluding Saturdays, Sundays and Holidays) after receipt of the list from the Federal Mediation and Conciliation Service.

(b) The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

(c) Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be paid for by the party or parties ordering the transcript.

Section 7.4 It shall not be a violation of this Agreement, or of the no strike clause, if members of Local 11 Zone 2 refuse to cross a lawful picket line. Where such a picket line has been set up, every possible effort

shall be made by the Business Representative to make arrangements which will permit the Employees subject to this Agreement to continue to work.

In lieu of the Federal Mediation and Conciliation Service, the parties can obtain a list from any of the following: A State Employment Relations Committee or the American Arbitration Association.

ARTICLE VIII **RIGGING, HANDLING AND SETTING OF EQUIPMENT**

Section 8.1 Rigging or handling and setting of equipment coming under the jurisdiction of the United Association shall be handled in the following manner:

When the trucking firm has immediate need for the vehicle that is delivering the equipment, their personnel may unload same. After the first drop and regardless of where it may take place on the construction site, the members of the United Association covered by this Agreement shall take over and perform all the duties necessary to put the equipment or material in its final resting spot. The above does not prevent the Employer from arranging with the trucking firm to furnish supervision after the first drop over the Employees covered by this Labor Agreement.

Section 8.2 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by Employees covered by this Agreement.

Section 8.3 The operation of pumps, air compressors and welding machines, when used in conjunction with work covered by this Agreement, shall be done by Employees covered by this Agreement.

ARTICLE IX **SUBCONTRACTING**

Section 9.1 The Employer agrees that he will not subcontract or sublet out any work covered in Article IX to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is paying wages and fringe benefits equal to those set forth in this Agreement and signed to this Agreement.

ARTICLE X **PAYDAY, ACCOUNTABILITY AND TERMINATION**

Section 10.1 Each Employer shall pay his Employees on or before four (4) days after the end of each payroll period. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment excluding weekends and holidays. Payment for layoffs on weekend and holidays shall be on the next business day at the shop or by mail. If an Employee quits, he will be paid at the end of the next regular pay period. Pay period to be designated by Employer.

Section 10.2 Each Employee will be given a separate check stub or prepared slip showing the information required by law.

Section 10.3 Each Employer will notify the Employee, or the Employee will notify the Employer, two (2) hours in advance of his intention to terminate his or their employment.

Section 10.4 The Employee will account for all tools, issued properties, and materials belonging to the Employer upon termination of employment.

Section 10.5 Employees may only be terminated for just cause. Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the Employee, one copy to the Union and one copy to the Employer's file.

ARTICLE XI **REFERRAL AND HIRING PROCEDURE**

Section 11.1 In the referral of applicants, the Employer shall be the sole judge of the number of Employees required.

Section 11.2 The Employer agrees to be bound by the referral practices in the Local area.

Section 11.3 The Employer shall request the Local Union to refer competent and skilled Journeymen, Apprentices and/or helpers and to the best of its ability, the Union will refer personnel qualified for the work for which they were requested.

Section 11.4 The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive order 11246 as amended, and Title VII of the Civil Rights Act of 1964.

Section 11.5 The Employer shall retain the right to reject any applicant referred by the Union.

Section 11.6 Applicants referred to the job shall report to an employment office established for the job site.

Section 11.7 Selection and employment of the required number of Apprentices and the administration of the Local Apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

Section 11.8 The Union agrees, to the best of its ability, to furnish to the Employer at all times, duly qualified Journeymen, Apprentices and/or helpers in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

Section 11.9 If, upon request, the Local Union is unable within forty-eight hours, which include Saturdays, Sundays, and holidays, to supply Journeymen, including Journeymen with special skills, the Employer may secure Journeymen from any other source.

Section 11.10 Journeymen with special skills shall perform any work coming within the coverage of this Agreement. There will be no loaning of men from one Employer to another.

ARTICLE XII **WORKING RULES AND MISCELLANEOUS PROVISIONS**

Section 12.1 The following rules are applicable to all work covered by this Agreement:

(a) The selection of Craft Foreman shall be entirely the responsibility of the Employer. Foremen and General Foremen shall take orders from individuals designated by the Employer.

(b) There shall be no limit on production by workmen, nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the Craft Foreman. There shall be no restrictions on the efficient use of man-power other than as any as required by safety regulations, provided however, legitimate manning practices that are a part of National or Local Agreements shall be followed.

(c) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.

(d) The parties reaffirm the policy of a fair day's work for a fair day's wages.

(e) Practices not a part of the terms and conditions of Collective Bargaining Agreements will not be recognized.

(f) Slowdowns, standby crews, and featherbedding practices will not be tolerated.

(g) A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no nonworking Stewards. The Steward shall be a working Journeyman appointed by the Business Manager or Business Representative of the Local Union. There shall, on each job, be a working Journeyman who shall act as job Steward. On jobs of 30 or more Employees, under this contract the Steward shall be paid \$.25 per hour above the hourly rate of pay. The Steward will not arbitrarily be dismissed for protecting the jurisdiction and working conditions as defined in this Agreement. Any violation shall first be brought to the Steward of the trade involved. If not resolved, it would then be brought to the attention of the Foreman, Contractor and Business Manager or Representative.

(h) There shall be no illegal strikes, work stoppages or lockouts.

(i) When a Local Union does not furnish qualified workmen within forty-eight (48) hours (Saturdays, Sundays and holidays included) the Employer shall be free to obtain workmen from any source, recognizing that the Union is the exclusive bargaining agent for all Employees covered by this Agreement.

(j) It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsman. Therefore, except in unusual circumstances, such overtime will be kept at a minimum.

(k) If the Employer so elects, he may work at a rate negotiated in the applicable Agreement. See Article XIII, pages 15-16.

Section 12.2 An Employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of pay and subsistence if it applies, unless he had been notified before leaving his home not to report. An Employee who reports for work for whom no work is available shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one day, he shall receive not less than a full days pay and subsistence if it applies. Exceptions, however, shall be when strike conditions make it impossible to

put such an Employee to work or when stoppage of work is occasioned thereby, or when an Employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. If an Employee leaves work of his own accord, he will receive subsistence if he is entitled to it, based on the amount of time worked for that day.

Section 12.3 An Employee reporting for work at the regular starting time at a shop or job and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the Employee must check in at the job or shop at the regular starting time and remain there for two (2) hours, and subsistence if it applies. In order to qualify for the pay provided for in this Article, the Employees must remain on the job, available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting work and work is stopped because of weather conditions, the Employee shall receive pay for no less than four (4) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. If an Employee is called for work before 8:00 a.m. and no work is furnished, show-up time shall be double the Employees regular hourly rate until 8:00 a.m.

Section 12.4 Any time part of a crew on a job is sent home but one or more men are retained on the job to perform overtime work, the working Foreman or General Foreman, if assigned to the job, shall also be retained on the job so long as any member of the crew is working. All high pressure testing from the hours of 4:30 p.m. to 8:00 a.m. shall be conducted with a minimum of two (2) working Journeymen.

Section 12.5

(a) Union members shall furnish a 6' rule, pliers and torpedo level. Union members shall furnish no other tools or equipment by loan, rentals, or otherwise. All workmen shall accept the responsibilities of proper care of all tools and/or equipment that have been 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 the Employer and Union. Any workmen who abuse the provisions of this Article shall be subject to investigation by the Joint Board and any disciplinary action it levies.

(b) Any large job on which there is warehouse or tools checkout work, such work shall be performed by a Journeyman of the Plumbing and Contract Pipefitting industry, and covered by this Agreement.

(c) All Welders and Fitters engaged in the process of acetylene or electric welding or cutting shall be provided with approved welding goggles or helmets, gloves and sleeves. If any Employees are required to work in inclement weather the Employer shall furnish adequate rain gear. All Riggers shall be furnished with leather gloves.

(d) Coffee break will be ten minutes in the forenoon, and ten minutes in the afternoon at the job site. On jobs where two or more men are involved, alternate times may be designated at the discretion of the Employer. Coffee breaks shall be at the Employee's work station or as close as possible. Coffee breaks will not be misused and kept to no more than 10 minutes.

(e) Overtime lunch period. When overtime is required at the end of a regular work day exceeding four hours, Employees shall receive one half (½) hour paid lunch period at straight time. If more than four (4) hours are worked, the Employer shall supply lunch every four (4) hours with no loss of time, and 10 minute coffee breaks every two hours. There shall be a suitable lunch room and change room on the job site provided by the Employer.

(f) Cars of Employees used for transportation of men to the job site shall not be used for tools and/or material transportation.

(g) Employees shall have ample time to pick up tools on the Employer's time at the end of each shift.

(h) Palatable drinking water and sanitary toilet facilities shall be furnished by the Employer.

(I) When an Employee who is covered by this Agreement is injured on the job and requires medical attention; he shall get paid for the full day if the doctor recommends that he not report back for that day.

(j) The Employer agrees to carry State Workmen Compensation Insurance on all Employees covered by this Agreement. The Employer agrees to pay State Unemployment Insurance Tax, and Social Security Tax regardless of the number of Employees in his employment or the length of time worked, the place of employment, or regardless of any exemption that said Employer may have under the law, as and when they shall become due and payable.

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

Section 13.1 On single shift operation, eight (8) hours shall constitute a day's work. Starting time and quitting time shall be by mutual agreement, preferably between the hours of 7:00 a.m. and 5:30 p.m.

Section 13.2 Overtime wage rates shall be provided in Article XIII Section 13.5 of this Agreement and shall be paid after eight (8) hours of work on any day, Monday through Friday and on Saturdays, Sundays and Holidays. No member shall be terminated for refusing to work overtime.

Section 13.3 It is recognized that under certain circumstances, there is a need to provide shift work. Provisions providing for shift work are to be worked out locally. SEE SECTION 13.4

Section 13.4 On jobs where more than one shift is employed, the following provisions shall apply:

FIRST SHIFT - Eight (8) hours straight time for regular work day, 7:00 a.m. to 5:30 p.m.

SECOND SHIFT - Seven and one-half (7-1/2) hours work shall be paid for eight (8) hours regular straight time plus 15% of straight time hourly rate, 4:30 p.m. to 12:30 a.m.

THIRD SHIFT - Seven (7) hours work shall be paid for eight (8) hours regular straight time pay plus 15% of straight time hourly rate, 12:30 a.m. to 8:00 a.m.

Section 13.5 On single shift operations, eight (8) hours shall constitute a day's work. The work day shall begin at 7:00 a.m. and end at 5:30 p.m., Monday through Friday, with one-half hour unpaid lunch. Any change in the starting time or quitting time shall be by mutual agreement.

Section 13.6 OVERTIME The first two (2) hours performed in excess of the eight (8) hour work day Monday through Friday shall be paid at one and one-half (1-1/2) times the straight time rate. All work performed on Sundays and Holidays shall be paid at double the straight time rate of pay.

First regular eight-hour day is straight time. First two hours over eight hours are time and one half (1-1/2). Any hours worked after 6:30 p.m. and before 8:00 a.m. will be at double time rate

Of pay and any hours worked after 10 hours per day will be at the double time rate of pay.

SATURDAYS	TIME AND ONE-HALF
SUNDAYS	DOUBLE TIME
HOLIDAYS	DOUBLE TIME

AT NO TIME WILL PREMIUM TIME BE PAID ON PREMIUM TIME.

The normal work day and week may also consist of four (4) ten (10) hour's days per week. Monday through Thursday or four (4) nine (9) hour days and one (4) hour day per week. When working "4-10's" or "4-9's and a 4" by mutual consent, Friday may be used as a make up day in case of inclement weather or holidays. This does not constitute a guarantee as to a minimum or maximum work day or work week.

Section 13.7 All work performed after Employees regularly scheduled work day shall be considered overtime until a break period of eight hours occurs and shall be paid for at double his regular hourly rate of pay. If an Employee is required to work before an eight hour break period occurs after the completion of his regularly scheduled work day, he will be paid double time his regular hourly rate until such time as a full eight hour break occurs.

(a)On projects where the Employees or Employers schedule working hours for their convenience, such as four 10's, etc. overtime will apply after the scheduled shift. The first two (2) hours after the shift will be one and one half (1-1/2) times the total package and double time the total package after that. The eight hour break between shifts will not apply.

Section 13.8 VACATIONS -Employees must notify the Employer two weeks prior to requested vacation time.

Section 13.9 HOLIDAYS Definition of a Legal Holiday mentioned in this Article shall be one of the Holidays listed. The following holidays if worked shall be paid for at the applicable rate set forth in Article XIII, Section 13.6.

HOLIDAYS - New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and Veteran's Day. Veterans Day and the day after Thanksgiving can be worked at regular hourly rates or pay if replaced with personal holidays as agreed with the employer. When worked, all holidays shall be paid at double the Employee's regular hourly rate of pay. When July 4th, Christmas Day, or New Years Day fall on a Saturday, Friday will also be a holiday. When they fall on Sunday, Monday will also be a holiday. There are no paid holidays unless worked.

Section 13.10 EMERGENCY WORK - Emergency work shall be defined as that for the protection of life, health and property. Such emergency work performed on Saturdays and between the hours of 4:30 p.m. and 12:00 Midnight, Monday through Friday inclusive, shall be paid for at one and one-half (1-1/2) times the Employee's regular straight time rate of pay, provided that the Employee is called from home after 8:00 a.m. on Saturday to perform such emergency work.

ARTICLE XIV
Wages & Benefits

Section 14.1 The straight time hourly wage rate of pay per hour under this Agreement, commencing with the 1st day of May, 2011 and continuing until the 30th day of April, 2014 shall be set forth in Article XIV, of this Agreement.

Allocation of monies to be determined by the union body.

Section 14.1 ECONOMIC PACKAGE

<u>Effective</u>	<u>5-1-11</u>	<u>9-1-11</u>	<u>5-1-12</u>	<u>5-1-13</u>
	<u>Commercial</u>	<u>Commercial</u>	<u>Commercial</u>	<u>Commercial</u>
Base Wage	29.69	29.90	TBA	TBA
Working Assessment	0.85	0.85	TBA	TBA
Savings Fund	2.00	2.00	TBA	TBA
Building Fund	0.20	0.20	TBA	TBA
Union Dues	0.89	0.90	TBA	TBA
Training Fund	0.36	0.36	TBA	TBA
UA Training Fund	0.10	0.10	TBA	TBA
Health & Welfare	4.60	4.80	TBA	TBA
UA Pension	5.75	5.75	TBA	TBA
Death Fund	0.08	0.08	TBA	TBA
Money Purchase	2.00	2.00	TBA	TBA
Industry Development	0.09	0.09	TBA	TBA
Total Package	\$ 42.67	\$ 43.07	\$ 43.57	\$ 44.32

<u>Effective</u>	<u>5-1-11</u>	<u>9-1-11</u>	<u>5-1-12</u>	<u>5-1-13</u>
	<u>Industrial</u>	<u>Industrial</u>	<u>Industrial</u>	<u>Industrial</u>
Base Wage	32.09	32.30	TBA	TBA
Working Assessment	0.85	0.85	TBA	TBA
Savings Fund	2.00	2.00	TBA	TBA
Building Fund	0.20	0.20	TBA	TBA
Union Dues	0.96	0.97	TBA	TBA
Training Fund	0.36	0.36	TBA	TBA
UA Training Fund	0.10	0.10	TBA	TBA
Health & Welfare	4.60	4.80	TBA	TBA
UA Pension	5.75	5.75	TBA	TBA
Death Fund	0.08	0.08	TBA	TBA
Money Purchase	2.00	2.00	TBA	TBA
Industry Development	0.09	0.09	TBA	TBA
Total Package	\$ 45.07	\$ 45.47	\$ 45.97	\$ 46.72

Foreman \$2.25 over Journeyman base rate of pay
General Foreman \$2.75 over Journeyman base rate of pay
Commercial & Industrial Scale Overtime Pyramids on all fringe funds

INDUSTRIAL RATE

Industrial work covers power houses, refineries, pumping stations, compression stations, chip board plants, paper mills, processing plants, steam generating plants, and all other industrial projects. The Commercial

scale can be utilized to job target when requested by the contractor and approved by the Local 11 Business Manager or Local 11 (Zone 2) Business Representative.

Section 14.1b Apprentice Economic Packages

APPRENTICE WAGE RATES – COMMERCIAL

COMMERCIAL Effective 5-1-11	Apprentice 85%	Apprentice 80%	Apprentice 75%	Apprentice 70%	Apprentice 65%	Apprentice 60%	Apprentice 55%	Apprentice 50%	Apprentice 45%	Apprentice 40%
Base Wage	25.24	23.75	22.27	20.78	19.30	17.81	16.33	14.85	13.36	11.88
Work Assessment	0.85	0.85	0.85							
Savings Fund	2.00	2.00	2.00							
Union Dues/Assessments	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Building Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
UA Training Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Health & Welfare	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60
UA Pension	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44
Death Fund	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
Money Purchase	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Industry Development	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
Total Package	32.61	31.12	29.29	28.15	26.67	25.18	23.70	22.22	20.73	19.25

APPRENTICE WAGE RATES – INDUSTRIAL

INDUSTRIAL Effective 5-1-11	Apprentice 85%	Apprentice 80%	Apprentice 75%	Apprentice 70%	Apprentice 65%	Apprentice 60%	Apprentice 55%	Apprentice 50%	Apprentice 45%	Apprentice 40%
Base Wage	27.28	25.67	24.07	22.46	20.86	19.25	17.65	16.05	14.44	12.84
Work Assessment	0.85	0.85	0.85							
Savings Fund	2.00	2.00	2.00							
Union Dues/Assessments	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Building Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
UA Training Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Health & Welfare	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60
UA Pension	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44
Death Fund	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
Money Purchase	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Industry Development	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
Total Package	34.65	33.04	31.44	29.83	28.23	26.62	25.02	23.42	21.81	20.21

APPRENTICE WAGE RATES – RESIDENTIAL

RESIDENTIAL Effective 5-1-11	Apprentice 95%	Apprentice 90%	Apprentice 85%	Apprentice 80%	Apprentice 75%	Apprentice 70%	Apprentice 65%	Apprentice 60%	Apprentice 55%	Apprentice 50%	Apprentice 45%	Apprentice 40%
Base Wage	19.74	18.70	17.66	16.62	15.59	14.55	13.51	12.47	11.43	10.39	9.35	8.31
Union Dues/Assessments	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Organizing Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
UA Training Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Health & Welfare	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60
UA Pension	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44
Death Fund	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
Money Purchase	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Industry Development	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
Total Package	27.11	26.07	25.03	23.99	22.96	21.92	20.88	19.84	18.80	17.76	16.72	15.68

Fringe Benefit Funds Overtime rates for Residential and Service work will be paid on hours worked.

Section 14.2 APPRENTICES:

Upon written notification by the Joint Apprenticeship Committee, the Apprentice shall be advanced at the next payroll period.

40% of Journeyman Wage Rate – First	6 Months with Minimum 600 Hours
45% of Journeyman Wage Rate - Second	6 Months with Minimum 600 Hours
50% of Journeyman Wage Rate - Third	6 Months with Minimum 600 Hours
55% of Journeyman Wage Rate - Fourth	6 Months with Minimum 600 Hours
60% of Journeyman Wage Rate - Fifth	6 Months with Minimum 600 Hours
65% of Journeyman Wage Rate - Sixth	6 Months with Minimum 600 Hours
70% of Journeyman Wage Rate - Seventh	6 Months with Minimum 600 Hours
75% of Journeyman Wage Rate - Eighth	6 Months with Minimum 600 Hours
80% of Journeyman Wage Rate - Ninth	6 Months with Minimum 600 Hours
85% of Journeyman Wage Rate - Tenth	6 Months with Minimum 600 Hours

Apprentices will receive \$1.54 per hour Pension contribution (this includes 10 cents per hr. to the Int'l Training Fund). There will be 70 cents per hour contribution into the Money Purchase Plan. All other fringes will be paid at the Journeyman rate. Unless otherwise stated see Articles XIV, XVII through XX.

100% of scale when member passes both state license exams, Plumber and Steamfitter, and completes the Minnesota Apprenticeship Agreement, and receives Journeyman certificate of completion. No percentage on fringe benefits.

Section 14.3 Apprentices shall serve a term of apprenticeship as stipulated in their contract with the Apprenticeship Committee. The hourly wage rate for Apprentices shall be as provided in Article XIV, Section 14.2 of this Agreement.

Section 14.4 Contributions to the fringe benefit funds shall be made on behalf of all new Apprentices and Journeymen starting from the first day of employment.

Section 14.5 It is the intent and purpose of this section that fringe benefit contributions on behalf of key Employees shall be paid to the fringe benefit funds of their home Local Unions, and there shall not be double payment of fringe benefit contributions to the funds of the home Local and the funds of the Local in whose jurisdiction the key Employee is employed. When an Employer, subject to this Agreement, whose principal place of business is within the geographical jurisdiction of this Agreement, sends a key Employee represented by the Union to a job outside the area covered by this Agreement, the Employee shall be paid the total economic package of the Local Union in whose jurisdiction he is working or of the Union party to this Agreement, whichever is higher. The fringe benefit contributions for such key Employee shall be those specified in this Agreement and shall be paid on behalf of such key Employee by the Employer to the fringe benefit funds set forth in this Agreement. When an Employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key Employee to a job in the area covered by this Agreement, the key Employee shall be paid the total economic package of the Union party to this Agreement or of his home Local Union, whichever is higher. The fringe benefit contributions for such a key Employee shall be paid on behalf of such key Employee by the Employer to the fringe benefit funds set forth in the Agreement of his home Local Union. Working assessments and Apprenticeship Fund contributions are not considered fringe benefits by this Agreement and will be paid to U.A. Local 11 Zone 2 for key Employees working in Local 11, Zone 2.

Section 14.6 HELPERS

The employer may employ helpers on any jobsite unless prohibited by prevailing wage laws. The wages will be \$10.00 (ten dollars) per hour. Check off dues of \$0.35 and Industry Development of \$0.10 will apply. The employer may hire helpers directly and receive referrals from the Union Hall. The helper can perform any work assigned by the employer.

Section 14.7 Apprentice Ratio

An employer that employs one journeyman is allowed one apprentice, the second apprentice will be allowed after two more journeymen are employed.

ARTICLE XV
SUPERVISION

Section 15.1 The selection of Craft Foreman and General Foreman shall be the responsibility of the Employer.

Section 15.2 Working Foremen shall be paid \$2.00 per hour over the applicable Journeyman's rate of pay. General Foremen shall be paid \$2.50 per hour over the applicable Journeyman's rate of pay. Foremen and General Foremen will receive a \$0.25 per hour increase upon completion of an eight-hour supervisors training class provided by the JAC. No Foreman shall supervise Journeymen and/or Apprentices on more

than one job, with this exception: he may supervise more than one job providing all Journeymen and/or Apprentices under his supervision are working on the same job site. It is mandatory that there be a working Foreman who is a member of the bargaining unit covered by this contract on all jobs where four (4) to (10) Journeymen and/or Apprentices are employed, and additional working Foremen shall be appointed based on the same ratio. The Foreman will be a working Foreman, job conditions permitting. No Foreman shall have more than ten (10) Journeymen and/or Apprentices under him. There shall be a General Foreman who shall be a member of the bargaining unit covered by this contract on all jobs where two or more working Foremen are employed.

Section 15.3 SUPERVISION

Foreman \$2.00 per hour over Journeyman rate of pay.
General Foreman \$2.50 per hour over Journeyman rate of pay.

Foremen and General Foremen will receive a \$0.25 per hour increase upon completion of an eight hour supervisors training class provided by the JAC.

ARTICLE XVI
TRAVEL EXPENSES AND SUBSISTENCE

Section 16.1 Travel expenses and mileage shall apply as stated in Section 16.2 (b).

(A) The established Free Zone shall consist of 35 miles around the premises of the Employees residence or the Employers shop. "Miles" referred to in the Article shall be determined by the shortest available route by automobile.

Section 16.2 TRAVEL AND MILEAGE

(B) Effective 5-15-99 (and each year thereafter on May 1st) on all jobs beyond the 35 mile Free Zone, the current I. R. S. Mileage rate per mile will apply from Detroit Lakes, Minnesota U. S. Post Office to the job site; plus straight time rate of pay while traveling; such time to be calculated at one hour for each 50 miles or fraction thereof traveled at the beginning and completion of job. All intermediate trips made at the direction of the Employer and if an Employee at the request of his Employer, use his car to transport himself or others from shop to job or from job to job, he shall be paid by his Employer at the current I.R.S. rate per mile plus travel time at straight time rate of pay. This rate will be adjusted on May 1 of each year.

Section 16.3 PER DIEM

Per Diem shall be \$15.00 per day for both Commercial and Industrial work for jobs more than 35 miles, but less than 90 miles from the Employee's residence or Employer's shop. Jobs more than 90 miles from the Employee's residence or Employer's shop shall be paid \$45.00 per diem.

(A) On all jobs beyond the 35 mile Free Zone up to 90 miles, per diem shall be paid at the rate of \$15.00 per day.

(B) On all jobs 90 miles and beyond the Employees residence, per diem shall be paid at the rate of \$45.00 per day.

On all jobs where per diem is paid, an Employee shall receive per diem for a full day where, if he shows up for work and no work is furnished. EXCEPTION: See Article XII, Sections 12.2, 12.3

OPTIONAL On jobs 100 miles or less from the Employees residence or shop, the Employer may furnish transportation daily to and from the job instead of per diem. The Employer is not required to pay Per Diem if the Employee refuses to ride in a company owned vehicle. On jobs 100 miles or more from the Employees residence or shop or where the company transportation is stationed, the Employer may furnish daily room and board and one round trip of transportation weekly instead of per diem. When transportation is furnished, vehicles will not be overcrowded, hauling only the number of passengers they are rated for. No riding in the back of open or unheated pickups. When room and board is furnished, the restaurants and rooms of lodging shall be Minnesota Department of Health inspected and have a current certificate of approval. Where down hill welders are required to test out before starting work, they shall be paid a minimum of two days per diem and eight hours pay. If the welder is required to start his test before or after the normal working day he shall be paid at his hourly rate.

ARTICLE XVII TAXABLE FRINGE BENEFITS **PERSONAL SAVINGS ACCOUNT**

Section 17.1 Each Employer covered by this Agreement shall deduct from the wage rate and pay to the Personal Savings Account Fund the amount as set in Article XIV per hour for each hour paid by and for all Employees covered by this Agreement. Personal Savings Benefits will not be deducted from an Apprentice wage until he reaches the 75% rate unless the Apprentice notifies the Employer that he does wish to have this amount deducted from his check. These payments shall be made not later than the 15th day of each month following the month for which payment is being made. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. Taxable. See Article XIV Sections 14.1 and 14.1a.

(a) Employers will deduct Social Security, Federal and State income taxes on the Personal Savings Benefit, which shall be considered as gross weekly wages.

(b) The parties hereby agree to cooperate on scheduling vacations to eliminate any work disruption on scheduled construction.

CHECK OFF DUES & BUILDING FUND

Section 17.2 Check off Dues Each Employer covered by this Agreement shall deduct from the wage rate and pay the Voluntary Check Off Dues of 3% of the base hourly wage per hour or for all Journeymen and \$0.50 per hour for all Apprentices. See Article XIV Sections 14.1 and 14.1a. These payments shall be made not later than the 15th day of each month following the month for which payment is being made. The Union will secure the necessary authorization and assignment to protect the Association and Contractors. Overtime rates will apply on overtime hours including the 15% premium on shift work. Taxable.

(a) Employers will deduct Social Security, Federal and State income taxes on the Personal Savings Benefit, which shall be considered as gross weekly wages.

Section 17.3 Building Fund Each Employer covered by this Agreement shall deduct from the wage rate the amount as set in Article XIV per hour for journeymen and apprentices. See Article XIV Sections 14.1 and 14.1a. These payments shall be made not later than the 15th day of each month following the month for

which payment is being made. The Union will secure the necessary authorization and assignment to protect the Association and Contractors. Overtime rates will apply on overtime hours including the 15% premium on shift work. Taxable.

(a) Employers will deduct Social Security, Federal and State income taxes on the Check Off Dues and Building Funds which shall be considered as gross weekly wages.

WORKING ASSESSMENT

Section 17.4 WORKING ASSESSMENT The Employer shall pay Work Assessment fee in the sum the amount as set in Article XIV per hour on Commercial Scale and the amount as set in Article XIV per hour on Industrial Scale for each hour paid to both Journeymen and any Apprentice who is at 75% or over rate of Journeyman rate of pay. These payments shall be made not later than the 15th day of each month following the month for which payment is being made. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. See Article XIV Sections 14.1 and 14.1a. Taxable.

(a) Employers will deduct Social Security, Federal and State income taxes on the Working Assessment Fee which shall be considered as gross weekly wages.

ARTICLE XVIII **HEALTH AND WELFARE FUND**

Section 18.1 Each Employer covered by this Agreement shall pay to the Local #11 Zone 2 Health and Welfare Fund the amount as set in Article XIV per hour for each hour worked by and for all Employees covered by this Agreement. These payments shall be made no later than the 10th day of each month for which payment is being made. This contribution rate will be non-taxable to the Employee. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. See Article XIV Sections 14.1 and 14.1a.

Section 18.2 in the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health & Welfare Plan as stated in Section 18.1 shall be applied to any costs incurred by the Employer and/or the Employees covered hereunder in connection with such National Health Insurance Program. Any additional contribution required under a National Health Insurance Program shall be paid by the Employee and not by the Employer. If and when National Health Insurance goes into effect during the period of this contract, the contract may be opened by either party on this item only. Local #11, Zone 2 members would not be responsible for Workers Compensation fee if added to National Health Insurance.

ARTICLE XIX **PENSION FUND**

Section 19.1 Each Employer covered by this Agreement shall pay to the Pension Fund the sum the amount as set in Article XIV hour plus the amount as set in Article XIV per hour for the International Training Fund for each hour worked by and for all Journeymen and Apprentices covered by this Agreement. These payments shall be made no later than the 15th day of each month following the month for which payment is being made. This contribution rate will be non-taxable to the Employee. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. See Article XIV Sections 14.1 and 14.1a.

Section 19.2 PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND Revised Standard

Form of Participation Agreement The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension fund in accordance with the terms of this Agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. (a) Commencing with the 1st day of May, 2011, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement.

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

(b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each Residential Scale overtime hour shall be counted as one regular hour for which contributions are payable.)

(c) Contributions as set out in subparagraph 1 (a) above shall be paid starting with the Employees first day of employment in a job classification covered by the Collective Bargaining Agreement.

(d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.

2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968, restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumber and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of trust thereby ratifies, accepts and designates as its representatives, the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the pension plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times, to treat contributions to the Pension Fund as a deduction for income tax purposes.

4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorney fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the 'no-strike' clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30th, 2011. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of the Employer.

ARTICLE XX NON TAXABLE FRINGE BENEFITS

APPRENTICESHIP TRAINING FUND

Section 20.1 The Employer shall pay the amount as set in Article XIV per hour for each hour worked by Journeymen, Foremen, General Foremen, Apprentices and Employees engaged in or performing the duties of any of them within the jurisdiction of the Union, shall be paid into Local #11 Joint Apprentices Educational Training Program. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. Non-taxable. See Article XIV Sections 14.1 and 14.1a.

MONEY PURCHASE FUND

Section 20.2 The Employer shall pay the amount as set in Article XIV per hour for each hour worked by Journeymen, Foremen and General Foremen, engaged in or performing the duties of any of them within the jurisdiction of the Union shall be paid in to the Local #11, Zone 2 Money Purchase Fund. The Employer shall pay the amount as set in Article XIV per hour for Apprentices in to the Local #11, Zone 2 Money Purchase Fund. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. Non-taxable. See Article XIV Sections 14.1 and 14.1a.

DEATH BENEFIT FUND

Section 20.3 The employer shall pay the amount as set in Article XIV per hour for each hour worked by Journeymen, Foremen, General Foremen, Apprentices and Employees engaged in or performing the duties of any of them within the jurisdiction of the Union, shall be paid in to the Local #11, Zone 2 Death Benefit Fund. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. Non-taxable. See Article XIV Sections 14.1 and 14.1a.

INDUSTRY DEVELOPMENT FUND

Section 20.4 The Employer shall pay into a Trust Fund the amount as set in Article XIV per hour for each and every hour paid to both Journeymen and Apprentices covered by this Agreement, to the Industry Development Fund for the purpose of developing more employment within the bargaining unit and to promote programs which will increase the efficiency of the industry, develop job opportunities, and benefit the public. The Trust Fund shall be administered by the Employer Association in accordance with the Trust Agreement developed by the Employer Association. See Article XIV Sections 14.1 and 14.1a.

(A) No part of the fund shall be used at any time directly or indirectly for any anti-Union or political activity. The parties hereto recognize that the Trust Fund has been established to benefit the entire industry and that the administration of the fund is of interest to the Employers Association, Union and Employees. 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. Overtime rates will apply on overtime hours including the 15% premium pay on shift work. Non-taxable.

FRINGE BENEFIT FUNDS OVERTIME FOR RESIDENTIAL AND SERVICE

Section 20.5 Fringe Benefit Funds Overtime rates for Residential and Service work will be paid on hours worked.

ARTICLE XXI **JOINT APPRENTICESHIP COMMITTEE**

Section 21.1 The Local 11, Zone 2 will have two employer and two labor representatives on the Joint Apprenticeship Committee. This committee is to have complete charge of the operations of the Journeymen, the Apprenticeship Training Funds and to enforce the regulations as prescribed by the Apprenticeship standards. The Joint Apprenticeship Committee will offer the following Journeymen continuing education classes: scheduling, time management, material ordering, codes, safety, planning and medical gas. Class sessions may be sponsored in Alexandria, Bemidji, Brainerd, Detroit Lakes, Fergus Falls and Park Rapids. The Industry Development Fund will furnish meals at the classes.

ARTICLE XXII **JOINTLY ADMINISTERED FRINGE BENEFIT FUNDS**

Section 22.1 The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the trust agreements creating the Welfare Fund, the Pension Fund, the Apprenticeship Fund, the Money Purchase Fund and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with trust agreements and regulations of the Trustees appointed under and in accordance with such trust agreements. The Employers and Union hereby ratify all actions already taken or to be taken by such Trustees within the

scope of their authority. Overtime rates will apply on overtime hours including the 15% premium pay on shift work.

ARTICLE XXIII
PAYMENTS BY EMPLOYER BENEFIT FUNDS

Section 23.1 In the event that an Employer fails or refuses to pay any of the payments due to the Health and Welfare Fund, Pension Fund, Personal Savings Fund, Apprenticeship Training Fund, or the Money Purchase Plan, the Trustees or the Union involved, acting on behalf of the Union Members or Beneficiaries of the funds, may take any legal action and they, in their sole discretion may determine in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest at the rate of 12% per annum on any wages or other payments in default, plus all actual collection costs, including attorney 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. (This includes Death Benefit Fund payments.)

Section 23.2 In the event that an Employer fails or refuses to pay any of the payments due to the Health and Welfare Fund, Personal Savings Fund, Pension Fund, Apprenticeship Training Fund, Money Purchase Fund, and Death Benefit Fund, and is so in default for a second instance during the term of this Agreement, such defaulting Employer, within seven (7) days after such second instance, shall pay all charges owing to said fund or any of them and shall in addition post a bond approved by the Trustees of an appropriate and sufficient amount to pay all of the payments due to all of said funds for a period of at least three (3) months in advance.

ARTICLE XXIV
DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 24.1 This Agreement, which is in force and in effect until May 1st, 2014 shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event such notice is given by the Union, the same shall also constitute the sixty (60) days strike notice required by the Taft-Hartley Act.

Section 24.2 If any provision of this Agreement shall by Official Governmental Authority, order or court decisions are declared invalid, then such invalid provisions shall be of no force or effect. In lieu thereof, the parties shall thereafter negotiate a valid provision.

Section 24.3 The Union agrees that it will use it's best efforts, when negotiating labor agreements with contracting Employers not covered by this Agreement, to have such labor agreements provide wages, hours and other conditions of employment which are economically equivalent to those provided for in this Agreement.

Section 24.4 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 classifications of Employees covered by this

Collective Bargaining Agreement shall also be subject to the terms and provisions of this Agreement, upon presentation of authorization cards signed by a majority of said Employees.

Section 24.5 In the event that the partners, stockholders, officers, directors, or beneficial owners of the company form or participate in the formation, either directly or indirectly, of another company which engages or will engage in the same or similar type of business enterprise in the jurisdiction of this Union and employs or will employ the same or similar classifications of

Employees covered by this Collective Bargaining Agreement, then that business enterprise shall be manned in accordance with the referral provisions herein and covered by all terms of this contract.

Section 24.6 In the event the Union negotiates and agrees on wages, terms, and/or conditions of employment more favorable to any employer than provided in this Agreement, these more favorable terms and conditions shall, at the Employer's sole option, immediately become operative for all Employers covered by this Agreement. The Union shall provide notice to the Employers' negotiating committee within twenty-four (24) hours of making such an agreement. This clause will not apply when projects are targeted or when an organizing effort is in place against a non-union contractor.

ARTICLE XXV UNITED ASSOCIATION STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business

Manager, in partnership with his implementation team, including shop stewards and the local membership, shall

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

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeyworkers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

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

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

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

ARTICLE XXVI

United Association Trade of Work Jurisdiction

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e. as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping

- and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
 28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
 29. All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
 30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
 31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
 32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
 33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating by any method, and the charging, testing, and servicing of all work after completion.
 34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
 35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, and boilers and cooking utensils, etc. of every description.
 36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
 37. All process piping for refining, manufacturing, industrial, and shipping purposes of every character and description.
 38. All air piping of every description.
 39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
 40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipe fitting industry.
 41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
 42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, water lines, and booster stations of every description.
 43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
 44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
 45. All methods of stress relieving of all pipe joints made by every mode or method.
 46. The assembling and erecting of tanks, used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
 47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
 48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
 49. All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters,

ARTICLE XXVII
Memorandum of Understanding
Guidelines for Rig Welders

1. Rig Welders will only be allowed on Gas Line Compressor Stations and Oil Pumping Stations any job deemed in jeopardy by the Business Manager or Rig Welder Guideline Committee to being taken over by scabs or other Union forces attempting to claim jurisdiction of the work claimed by Local #11.
2. Persons owning Rig Welders, whether members of Local #11 or any other U.A. Local Union, will be cleared through and dispatched by Local #11 before reporting to the job site. Soliciting of work will not be tolerated unless approved by the Business Manager. Anyone guilty of soliciting will be fined a minimum of \$50.00 after being charged, trial held, and convicted.
3. Welding Rigs will be in good mechanical condition (both welding machine & truck) and will have the following minimum equipment: a Lincoln 200 Amp Welding Machine or equivalent, with 100' of welding cable and 100' of ground cable, and an electrode holder with whip and ground clamps. One good working cutting torch with angle and 90 degree cutting heads and tips and all heating tips up to and including a Rose Bud Tip and 100' of hose. Two angle grinders, (1) 2' or 4' level and (1) 2' square. The rig bed shall have a mounted 6" pipe chain vise and bench vise. The rig shall be built to allow changing of oxygen and acetylene tanks easily. Other than a rule, plier, and torpedo level, the welding rig owner/operator will furnish no other tools or equipment. The building, remodeling, overhauling, etc, of the welding rig will be done on the welding rig owner/operator's own time, not on company time and no owner/operation will be paid for his rig while not in use if it has mechanical failure. All tools, tanks, etc, owned by the contractor and stored on the truck (welding rig) will be returned to the contractor upon termination or layoff. The Steward, Company Representative, and Business Representative will be allowed to inventory the welding rig at the time of hiring and at termination or layoff. The Welding Rig Committee will set the price per hour for welding rig. The rate at this time is \$15.0 per hour. Anyone caught underbidding will be fined a minimum of \$500.00 per offense.
4. All oil, oil changes, oil filters, and fuel will be supplied by the owner/operator. The contractor will furnish welding rod, bead brushes, grinding wheels, wire brushes, files, lineup clamps, levels, squares, lineup pins including all other tools used in the Pipefitting trade.
5. All rig welder owner/operators will register themselves with Local#11 either in person or by mail that they are rig welders owner/operators and wish to be put on a rig welders hiring list, should such jobs or work become available. They may also be listed on the fitter-welder list.
6. Rig Welders should provide proof of adequate insurance to the contractor that they are under employ to.
7. All monies paid under this Memorandum of Understanding shall follow the Pipeline Agreement in terms of maximum payments and this document shall be adjusted to reflects that.
8. RIGS IN NO WAY ARE A CONDITION OF EMPLOYMENT.

Option: When the contractor is supplying the fuel, oil, oil changes and oil filters for either the truck or welding machines, the employer will pay \$9.00 per hour for the welding rig and all trucks and welding machines will be gassed up during regular working hours. When the rig welder owner/operator furnishes their own fuel, oil, oil changes, and oil filters the rate will be \$15.00 per hour.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE SIGNED AND SEALED THIS 1st DAY OF MAY, 2011 BY ITS PROPER OFFICERS.

Local Union No. 11, Zone 2 of the United Association of Journeymen and Apprentices of the Plumbing and Contract Pipefitting Industry of the United States and Canada.

Northwestern Minnesota Mechanical Contractor's Association, or Employer.

By: Jeff Daveau Sr
Business Manager

By: Steven G. Petersen
NWMMCA

Jeffrey Daveau Sr.
Print Name

Steven G. Petersen
Print Name

OR

By: _____
Business Agent

Print Name

By: _____
Name of Employer

Name of Company

A	INDEX	H	
Agreement, Notice	28	Health & Welfare Fund	24
Agreement, Renewal	28	Helpers	21
Agreement, Length & Purpose of	6	Hiring	13
Air Compressors	12	Holidays	17
Apprentice advancement	19-20	Hours of work	16-17
Apprentice Economic Packages	19	I	
Apprentices	19	Index	36-37
Apprenticeship Fund	26	Industry Development Fund	26
Apprenticeship Term, Ratio	20-21	Industry Development Fund use	27
Arbitration	11-12	Injuries	16
B		Intention to terminate	12
Breaks	15	Invalid provisions	28
Building Fund	23	J	
C		Joint Apprenticeship Committee	27
Cars of Employees used	16-22	Joint Grievance Committee Provisions	11
Check off Dues	23	Jointly Administered Fringe Benefit Funds	27
Christmas Day	17	Journeyman Economic Packages	18
Coffee break	15	Jurisdiction, Geographical	8
Competent and skilled	13	Jurisdiction arbitration	9
Contributions to the fringe benefit	17-28	Jurisdiction, Map	8
D		Jurisdiction, Trade of work	9
Day after Thanksgiving	17	Jurisdictional Area	8
Day's work	16-17	L	
Death Benefit Fund	26	Labor Day	17
Default of payments	28	Layoffs	12
Default, second time	28	Layoffs and pay	12
Discrimination	13	Length of Agreement	6
Disputes	11	Loaning of men	13
Drinking water and toilet facilities	16	Local Funds	22-26
Duration	6	Lockouts	11
Duration of Agreement	28	Lunch	15-16
E		M	
Emergency Work	17	Management Rights	10
Employees from other sources.	13	Map of Jurisdiction	8
Equipment Operation	12	Membership	10
Equipment used, Rigging	12	Memorial day	17
Equipment, Handling	12	Mileage Rate	22
Equipment, Setting	12	Money Purchase Fund	26
F		Moonlighting	10
Failure to pay	28	N	
Fair day's work for a day's pay.	10	National Health Insurance Program	24
Firing	13	National Pension Fund	25-26
First Shift	16	National Pension Fund Begin Contributions	25
Foremen	21-22	National Pension Fund Contributions	25
Fourth of July	17	National Pension Fund Default	26
Free Zone	22	National Pension Fund Duration	25
Fringe Benefits	23-27	National Pension Fund Expiration	26
Fringe Non-Taxable	23-27	National Pension Fund IRS Code	25
Fringe Taxable	23	National Pension Fund Participation Agreement	25
G		National Pension Fund Payments	24
General Foremen	21-22	National Pension Fund Previous Employees	24
Geographic Jurisdiction	6-8	National Pension Fund Standard Participation Agreement	24-25
Grievance and Arbitration procedure	11	National Pension Fund Trustees	25
		Negotiating	28
		New Business Enterprises	29
		New Years' Day	17
		Night Shifts	16

INDEX

O			
Overtime	16-17	Signature Page	35
Overtime and Foremen	15	Similar business	28
Overtime is undesirable	14	Slowdowns, standby crews, and featherbedding	14
Overtime lunch period	15	Stewards	14
Overtime Residential and Service	27	Strikes, work stoppages or lockouts	11
Overtime wage rates	16	Strikes, work stoppages or lockouts.	14
P		Subcontracting	12
Paid holidays	17	Sublet work	12
Parties, Association	9	Subsistence	
Parties, Union	9	Sundays	17
Pay and Layoff	12	Supervision	21-22
Pay Check stub	12	Supervision Pay	22
Pay Rates	16	Supervision Selection	21
Pay Stubs	12	Supervision, Working Foremen	21-22
Payday	12	T	
Payment due, Taxable, Overtime, Premium Pay	24-28	Table of Contents	2-5
Payments by Employer Funds	28	Taxable Fringe Benefits	23
Pension Fund	24-26	Term of apprenticeship	20
Per Diem	22	Termination	12-13
Per Diem Rates	22	Termination of Agreement	28
Personal Savings Account Fund	23	Termination, Just cause	13
Pick up Time	16	Thanksgiving Day	17
Picket Lines	11-12	Thanksgiving, day after	17
Pumps	12	Third Shift	16
Purpose of Agreement	6	Tool Crib	15
Q		Tools and Termination	13
Qualified Journeymen, Apprentices	13	Tools checkout work	15
R		Tools, Member furnished	15
Rates of pay, hours and working conditions	9	Tools, Use of	14
Reaffirmation	14	Trade of Work, jurisdiction	9
Recognition	9,14	Trade or craft disputes	9
Referral and Hiring procedure	13	Travel expenses, mileage, subsistence	22
Referral of applicants	13	Trust agreements	27
Referral practices	13	U- V	
Referral Time Limit	14	Union access to employees	10
Regularly scheduled work	16	Union Rights, Membership	10
Renewal of Agreement	28	Union Security	10
Report to work	13	United Association Standard for Excellence	30-31
Rigging or handling and setting of equipment	12	Unsettled disputes	11
Rig Welders	34	Use of tools or equipment.	14
Right to reject	13	WXYZ	
Rules applicable to all work	13-16	Wages & Benefits	17-28
Rules, working	13-16	Weather conditions	15
S		Welding Machines	12
Saturdays	17	Work Assessment	24
Second Shift	16	Work force, composition of	10
Security of tools, equipment and materials	14	Work rate	14
Selection of Men, Craft Foreman	'14	Work stoppage	9
Settlement of jurisdictional disputes	9	Working Rules	14-16
Shift Work, operation provisions	14	Workmen Compensation Insurance	16
Show up Time	14-15		

