

STANDARD LABOR AGREEMENT

Between

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION

and

PLUMBERS and STEAMFITTERS LOCAL NO. 11

**FOR THE PERIOD ENDING
MAY 3, 2020**

MAP OF OUR
JURISDICTIONAL AREA

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AGREEMENT

ARTICLE I ó Parties to and Purpose

- A. THIS AGREEMENT entered into by and between the NORTHERN MECHANICAL/ PLUMBING CONTRACTORS ASSOCIATION and other signatories to this Agreement, acting for and in behalf of its members who hereinafter signify their acceptance by the execution of this Agreement, such members to be considered the "EMPLOYER" herein, and PLUMBERS AND STEAMFITTERS LOCAL 11 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, hereafter called the "UNION."
- B. The purpose of this Agreement is to stabilize working conditions in the Plumbing, Heating and Pipefitting Industry, to secure for the Employer sufficient skilled journeymen and apprentices, to keep building costs as low as possible, consistent with fair wages and to prevent waste and unnecessary and unavoidable delays and expense, to prevent strikes and lockouts and to facilitate the adjustment of grievances and disputes and to establish procedures by which these ends may be accomplished.

ARTICLE II ó Effective Date

- A. The parties agree that this contract shall commence on the 15th day of May 2017, and shall continue to and including the 3rd day of May 2020, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party to the other on or before 90 days prior to the expiration date, demanding that the Agreement be amended or terminated. All terms of this Agreement shall remain in effect for the duration of this contract. If the notice is to terminate, then the contract shall terminate on the next ensuing anniversary date. If the notice is to amend, then either party giving such notice shall serve the proposed amendments on the other party at least 30 days prior to the next ensuing expiration date.

ARTICLE III ó Trade or Work Jurisdiction

- A. This Agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof. Members of Local 11 will operate all equipment related to the Plumbing and Pipefitting Industry, which they are qualified and assigned by their Employer.
- B. All jurisdictional disputes between or among any building and construction trades units affiliated with a National or International Union that is a member of the Building and Construction Trades Department (AFL-CIO), and any Employers that are parties to or have adopted or have worked under this Agreement ó shall be settled or adjusted according to the present plan established by the Building and Construction Trades Department (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department.
- C. Decisions rendered shall be final, binding and conclusive on Employers that are parties to or have adopted this Agreement and on all unions affiliated with a National or International Union that is a member of the Building Construction Trades Department, whether or not parties to this Agreement.

- D. This article shall apply to any and all jurisdictional disputes, between or among Unions affiliated with the Building and Construction Trades Department, on all work covered by this Agreement and related work performed by the Employer, whether or not the Unions involved in the jurisdictional dispute have any members employed by the Employer and whether or not the Unions involved are in agreement with the Employer.
- E. To avoid costly jurisdictional disputes a pre-job conference shall be arranged when requested by this local Union or by the Employer at a time and place convenient for both parties, it shall be the responsibility of the Business Manager of this local to assure responsible Union representatives from all potentially interested Unions to be in attendance and it shall be the Employers responsibility to assure attendance of all its potentially involved subcontractors.

ARTICLE IV ó Joint Conference Board

- A. The parties agree to establish a Joint Conference Board with equal representation thereon, not to exceed four from each party, which Board shall hold regular or special meetings, as circumstances may require and all matters of controversy or dispute arising out of the operation of this Agreement or affecting the relations between the parties which cannot be settled by the duly authorized representatives of the Employer and the Union shall be referred to the Joint Conference Board.
- B. If the Joint Conference Board is unable to settle any such controversy or dispute by conference, the matter shall, on the request of either party, be immediately referred to a Board of Arbitration which shall consist of one representative chosen by the Employer, one representative chosen by the Union and a third representative chosen by the Employer and the Union representatives. If both parties fail to agree on the selection of the third member, then such selection shall be made by the State Labor Conciliator. The initial meeting of the Board of Arbitration shall take place not more than fifteen (15) days subsequent to the request for arbitration unless by mutual consent a later date is found necessary.
- C. The decision of the Board of Arbitration shall be final and binding on both parties.
- D. All questions, disputes, or controversies arising out of the operation of this Agreement, or affecting the relations between the parties shall be settled and determined solely and exclusively by the procedure provided in this Article.
- E. Nothing herein shall require the submission of any amendments or new provisions of this Agreement to arbitration unless voluntarily agreed to by both parties.

ARTICLE V ó Workmenø Compensation, Unemployment Insurance, etc

- A. The Employer expressly agrees to carry State Workmenø Compensation Insurance on all Employees covered by this Agreement. The Employer further agrees to pay State Unemployment Insurance Tax, Social Security Tax (as and when they shall become due and payable prior to becoming delinquent) on all time worked by each and every one of the employees, covered by this agreement, regardless of the number of Employees in employment or the length of time worked, or places of employment, or regardless of any exemption that said Employer may have under State Law. It is agreed journeymen and apprentices will not work for anyone who does not carry such insurance and pay such taxes.
- B. When an Employee has been requested to report for employment or re-employment and fails to comply, the Business Agent and the Employer involved will complete M.E.S. form 1288A for the Minnesota Employment Service Office or form UC 203 for the Wisconsin Employment Service.

- C. Due to deadline requirements of the various funds, the Fringe Benefit Fund Office needs to receive your reports prior to or on the 10th day of the following month. Our current Agreement calls for the Union to remove all covered Employees after a 24-hour notice is given. If less than the full payment is received, that partial payment will be deposited in the Fringe Benefit Fund account and shall not be allocated to any fund until the required full has been received. It is agreed that the collection procedure set forth in the trust agreements of the deferred compensation plans may be utilized by the Fringe Benefit Fund Office to cover delinquent contributions to all of the funds described in Article XIV of this Labor Agreement.
1. Employers, who default to make payments for the previous month and are 30 days late, shall be assessed actual collection costs, reasonable attorney, auditor fees and additional administration costs.
 2. Those Employers who default a second time, during the terms of the current Agreement, shall pay all arrearages owing to all said funds and items explained in #1 above.
 3. In addition, and not in lieu of all other remedies, if an Employer defaults a third time, payments will be required once a week. Submittal not later than three working days after the close of the period for which payments are due.
 4. Any Fringe Benefit Fund Report not submitted and paid on the due date, appropriate action will be taken by the Joint Conference Board to remove Employees from the delinquent Employer.
- D. Where we have reciprocal agreements with other locals, Fringe Benefits will be sent to the Employee's home local.
- E. In the event the parties establish a joint Workers' Compensation Fund, Employers covered by this Agreement shall direct contributions and earnings within guidelines established under a trust agreement executed by the parties.

ARTICLE VI ó Construction Contracts ó Bids Filed

- A. It is agreed that on all construction contracts on which bids were filed prior to the receipt of a notice from the Union that they demand a wage increase and which were awarded prior to the date of the signing of this Agreement that the wage scale prevailing at the time the bid was filed shall continue for a period of 90 days from the date said contract was awarded. A list of such contracts shall be furnished to the Union within five (5) days after the Agreement is signed providing a new Agreement is signed within thirty (30) days of expiration of the old contract. If the Employer fails to submit such a list, this paragraph of the contract shall not be applicable.
- B. It is also agreed that on all contracts awarded prior to the time of a wage decrease the Employer will pay the wage scale prevailing on the date the contract was awarded for the completion of such contract, not to exceed 90 days.
- C. On so-called time and material or percentage contracts the wage scale as specified herein shall be paid for all work performed.

ARTICLE VII ó Strikes, Lockouts and Picket Lines

- A. The Union agrees that it will not authorize a strike and the Employer agrees not to engage in a lockout without first using all possible means of settlement as provided for in this Agreement.

- B. The Union shall not be liable for damages resulting from the unauthorized acts of the Employees. However, in the event an unauthorized strike, work stoppage, interruption of work or slowdown occurs during the term hereof, the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein, and to that end, if the Employer requests, the Union will promptly order the Employees who are engaged there, back to work and will also order any unauthorized picket line established by such Employees, dissolved and disbanded.
- C. If the Union performs the conditions of this section by it to be performed, then the said Union shall not be liable for the unlawful or unauthorized act or actions of said Employees who engage in such strike, work stoppage, interruption of work or slow-downs, on the part of any Employee or Employees during the life of this agreement, and the sole recourse and exclusive remedy for the Employer for such unauthorized strike, work stoppage, interruption of work or slow-down, will be to impose disciplinary measures upon the employees involved. Any Employee or Employees disciplined shall have the right to appeal through the grievance and arbitration procedures of this contract; if the disciplinary measures imposed are set aside such Employee or Employees shall be made whole.
- D. The Union will, within two weeks after the date of the signing of this Agreement, serve upon the Employer a written notice which notice will list the Union's authorized representation who will deal with the Employer, make commitments for the Union generally and in particular, for the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any such unauthorized actions.
- E. The Union shall not require the Employees to leave their work or trade because non-union Employees in some line of work or trade other than the construction trades are employed on any building or job; but no Employee shall be required to go through a picket line established by a labor organization.

ARTICLE VIII ó General Conditions

- A. The Business Agent or any union activity will be prohibited from interfering with the work on any job during working hours except that the Business Agent will be allowed to talk to the Shop Steward providing there is no interference with the progress of the work.
- B. An authorized representative 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 representative complies with customer rules and prior notice is given to the Employer.
- C. A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the local unions who shall, in addition to their work as a journeyman, be permitted to perform during working hours such Union duties as cannot be performed at other times which consists of those duties assigned to them by the Business Manager or Business Agent. It is understood and agreed that the steward's duties to not include any matter relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.
- D. There shall be no discrimination against the job steward and in no case shall the job steward be discharged without previous notice to the Business Agent.
- E. The Employer will furnish all tools, safety glasses, hard hats, welder's gloves and leathers, but will not be required to furnish prescription safety glasses, hard toe shoes and 25¢ tapes. Burnt, broken or displaced tools to be replaced by the journeyman or apprentice. The employee will

be required to wear the safety items as required by the employer, any governmental agency, any violators will be dismissed. The employees shall be accountable for all company furnished tools

- F. No member of Local 11 shall be allowed to perform work that is of a competitive nature with the business of the Association Contractors, unless operating a bona fide business. The Joint Conference Board will meet within five (5) working days when the Association Office and/or Union Office request such a meeting to evaluate such a violation. Owners or part owners of any shop may work with the tools of the trade.

All owner/operator members (Local 11 Members) shall pay a minimum of 160 hours per month on all categories of benefit contributions. All new owner/operator members shall be given a one year grace period after opening a bona fide business. Both parties agree to police the owner-member shops regarding all aspects of this agreement.

Under the terms of this agreement, we define a bona fide business as one with a building in a business zone property, complete with a sign, telephone, registered and bonded to do business with the proper authorities. All trucks used for plumbing or pipefitting installation or service work shall be plainly marked with the name of the shop. The Joint Conference Board may meet with violators of this provision. The initial fine to be \$1000, second fine to be \$1500 and shall be shared equally by the Union and the Association.

- G. In the event that any Employer fails to comply with the provisions of this contract, the Unions may enforce the terms of this Agreement by removal of Employees from any contractor after a meeting of the Joint Conference Board so rules, providing a notice of at least twenty-four (24) hours is given the Employer.
- H. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.
- I. No journeyman can be loaned or transferred from one Employer to another Employer except by mutual agreement between Business Representative of the Union and his present Employer.
- J. The Employer or Contractor shall furnish reasonable comfortable quarters for Employees, together with proper sanitary, potable water and toilet facilities on all job sites where conditions warrant.
- K. Employers, Employees and the Union recognize the importance of working in a safe environment. It is to the benefit of all parties that the Employer and Union provide safety training and that Employees comply with all jobsite and Employer safety regulations and policies.

ARTICLE IX 6 Weekly Payday

- A. A regular weekly payday shall be established by the Employer. Employer may use Direct Deposit.
- B. Employers may withhold, not to exceed, one week's wages to enable them to prepare the payroll.
- C. When Employees are laid off they shall be paid in full in cash or check. When Employees quit of their own accord or are fired, they shall wait until the regular payday for the wages due. The Employer agrees to notify the Association Office and the Executive Director to notify the Business Agent as to all lay-offs.

- D. When an Employee is ordered by the Employer or Employer Representative to report for work on a specified job, and then through no fault of the Employee is not put to work or employed for less than two (2) hours, the Employer shall pay for two (2) hours time, weather permitting work, disputes to go to the Joint Conference Board. If the Employees are not notified in ample time not to report for work, they shall receive two- (2) hourø show up time. On jobs of more than two- (2) hourø duration, all Employees shall be paid for actual hours worked.
- E. Inclement Weather. 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 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 hours. In order to qualify for the pay provided for in this Article the employee must remain on the job available for work during the period of time for which they receive pay unless released sooner by the Employerø principal supervisor. After starting to work and work is stopped because of weather conditions, the Employee shall receive pay for the actual time on the job, but in no event less than two hours. The Employer shall have the sole responsibility to determine availability of work due to weather conditions.

ARTICLE X ø Working Hours ø Overtime ø Emergency ø Maintenance ø Shift ø Coffee Breaks - Holidays

- A. Hours of work ø on single shift operations eight (8) hours shall constitute a dayø work. The workday shall begin at 8:00 a.m. and end at 4:30 p.m., Monday through Friday, with one-half (1/2) hour unpaid lunch. Any change in the starting time or quitting time shall be by mutual agreement.
- B. Overtime ø the first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one-half (1 ½) times the straight time rate. All work performed on Sundays and Holidays and in excess of ten (10) hours a day shall be paid at double the straight rate of pay.
- C. When job conditions warrant, or mutually agreed upon between the employee(s) and the employer a 4-10 workweek may be established. The 4-10 workweeks will be Monday through Thursday. Any time worked after (10) hours Monday through Thursday, will be paid at double time the hourly wage rate. If Friday is worked, the first ten (10) hours will be at one and one half (1 ½) times the regular rate. Anytime worked after ten (10) hours on Friday will be paid at double time the rate of pay. Business manager shall be notified of all changes in schedule.

Working 4ø10ø during a holiday week. If a holiday or a day celebrated as a holiday falls on a weekday, ten (10) hour days in the remaining weekdays may be worked at straight time wages and in such circumstances Friday would not be considered a makeup day and time and a half wages for the first ten (10) hours on Friday would not be required. All other holidays or days celebrated as such, as described in Article X subpart D. If worked, it will be paid at the appropriate overtime rate.

- D. Holidays shall be defined as observed within the territory covered by this Agreement as follows: New Yearø Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or the day observed as such. No work shall be performed on Labor Day except in case of emergency as herein before defined.

If any of the above Holidays fall on a Saturday, the Friday before is treated as a Holiday or if the Holiday falls on a Sunday, the following Monday will be treated as a Holiday.

- E. In the event Employees are requested to work more than ten (10) hours, they shall have one half (1/2) hour lunch or supper, said meal and time provided for by the Employer, with meal not having to exceed \$5.00 and time not to exceed one-half hour paid.

- F. Maintenance Work on all maintenance and repair of existing building and other buildings where Management and Union agree, in those instances where the customers require that the work commence after 4:30 p.m. to 10:00 p.m. the following conditions shall prevail. The Employees shall work 7 ½ hours and will be paid for 8 hours. Premium wages to be paid after 8 hours worked during any workday.
- G. Shift work except as otherwise herein provided, shall be as follows: If it is necessary to work extra shifts, the day shift shall work eight (8) hours at the regular wage rate, the second shift shall work seven and one-half (7 ½) hours at the regular rate plus 15%, the third shift shall work seven hours and will be paid for seven and one-half (7 ½) hours at the regular wage rate plus 15%. No extra shift shall be started for less than three- (3) days work. Extra shifts working Saturday and Sunday nights shall receive pay at double the wage rates outlined above. Should the National Contractors Association have a more beneficial schedule, such rate schedule would be placed into our Agreement.
- H. Employees reporting for emergency work on Saturdays, Sundays and Holidays on order of the Employer shall receive a minimum of two (2) hours pay at straight time or pay in accordance with Article X whichever is greater.
- I. Coffee breaks, not to exceed ten minutes each in total time, on the job site, one in the forenoon and one in the afternoon is allowed.

ARTICLE XI on Transportation and Mileage

- A. All Employees working beyond a thirty-five (35) mile radius from the center of the John A. Blatnik High Bridge (hereafter called point A) but within the jurisdiction of Local No. 11 shall be paid at the choice of the Employer:
 - 1.a Mileage from a point thirty-five (35) miles from Point A to the jobsite and return up to and including seventy (70) miles at the rate of the current IRS mileage rate per mile to the maximum of thirty-five dollars (\$35.00) per working day.
 - 1.b Mileage from a point thirty-five (35) miles from Point A to the jobsite and return beyond seventy (70) miles at the rate of the current IRS mileage rate per mile to the maximum of fifty dollars (\$50.00) per working day.
 - 1.c Area journeymen, if available, shall be paid mileage at the rate of the current IRS mileage rate per mile for all mileage beyond a thirty five (35) mile radius of the job site or their local post office address to a maximum of fifty dollars (\$50.00) per working day.
 - 2. Subsistence allowance is fifty dollars (\$50.00) per working day, maximum.
 - 3. The Employer may furnish transportation.
 - 4. If the United Association enters into an Agreement, wherein a more favorable treatment on mileage and subsistence is received that the contractors who are signatories to this Agreement, then the signatories to this Agreement receive the same benefits immediately.
- B. The Employee is expected to be on the job at the scheduled starting time and remain until the scheduled quitting time. Traveling shall be done by the Employee on their own time at such time as to maintain the above schedule. One (1) journeyman of each craft, only when working

out of the city, having charge of the work for their Employer, shall have their room and board paid, plus any other necessary expenses within reason.

- C. The Employee may, when requested by the Employer because of work shortage or other conditions, transport themselves and hand tools between jobs during the working day. Contractor to pay for downtown parking on partial day job assignments.
- D. There shall be no mileage or subsistence for residential work of the following description, òsingle family dwellings, duplexes and two-story apartment buildings of twenty units or less.ö

ARTICLE XII ó Recognition and Union Security and Hiring Procedures

- A. Employer recognizes the Union as the exclusive bargaining agent for all journeymen and apprentices in the employ of the Employer with respect to wages, hours and other items and conditions of employment. The parties to this Agreement acknowledge that they are subject to State and Federal Law and municipal ordinances regarding equal opportunity and fair employment and therefore will jointly take the necessary steps to comply with those laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances and agree that the employment, referral or selection of all employees shall be on the basis of qualifications without regard to race, color, sex, religion, national origin and ancestry. The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law.
- B. Employees who are members of the Unions on the effective date of this Agreement shall remain members in good standing in the Union during the term of the Agreement, as a condition of employment. All qualified journeymen and apprentices 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 or date of contract, whichever is later, and shall remain members of the Union in good standing during the term of this contract.
- C1. Management reserves the right to manage its jobs in the best interests or efficiency and economy. Union representatives and Employees may not under any circumstances require more Employees on a crew or on a project than management desires. Listing of the wage rates in the contract establishes only a rate of pay for Employees and in no way suggests manning requirements. The Employer retains sole discretion to increase or reduce the number of Employees needed on each phase of the project as a whole. Management shall have the right to determine the employment, qualifications, or discharge of any Employee of whose work, at management's discretion is unsatisfactory, or who fails to observe the safety precautions or other rules or regulations prescribed by the Employer or any government agency. There shall not be any restrictions on using tools, equipment, machinery, materials, products or processes.
- C2. When mandated by governmental agencies and where customers require, it is not a violation of this Agreement for signatory contractors to implement a Drug and Alcohol Testing Program. Effective January 27, 2017 the Drug and Alcohol Testing Program as approved by Local 11 and the Association is Addendum C to this agreement.
- D. The Employer retains the right to reject any job applicant referred by the Union. In hiring Employees, the Employer shall be the sole judge of the number of Employees required. In the event the Employer wishes to reject the referred applicant employment per this paragraph, the Employer will submit in writing that they are rejecting said applicant either by US mail of email.

- E. The designation, appointment and determination of the number of foremen, and/or general foreman are the sole responsibility of the Employer. Journeymen with special skills shall perform any work coming within the coverage of this Agreement.
- F. When the Union does not furnish qualified workmen within 48 hours, (Saturday, Sunday, and Holidays excluded), the contractor shall be free to obtain workmen from any source.
- G. The Union shall be the exclusive source of referrals of applicants for employment with the Employer.
- H. Provided, notwithstanding the provisions of this Article, on a construction job where the Federal Government and/or our customer requires the contractor awarded a construction contract to employ persons of special criteria in the selection of Employees for such a job, which could not be performed because of the terms of this Article, the contractor may hire Employees from any source and to the extent required in order to qualify for such a job. On such a regulated construction contract only should such an Employee not be a member of the Union choose not to become a member of the Union, they shall, as a condition of continued employment, pay to the Union as support to and compensation of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments. All such Employees, hereinafter employed by the Employer on such a regulated job shall commence such payments on the earliest date provided by applicable Federal law for requiring Union membership after employment or the date of the Agreement, whichever is later, and shall continue such payments during the term of the Agreement.
- I. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. Such selection shall be made on the sequence in which the applicant may retain their proper sequence only if they meet qualification as set forth below, and possess a state license and, if required, a municipal license.

Qualified applicants shall be as follows:

Journeyman Plumber, Steamfitter and/or Pipefitter: One who has successfully completed an apprenticeship training program approved by the Apprenticeship Training Division of the U.S. Department of Labor, or who has at least four (4) years actual practical working experience as an apprentice or a journeyman in the Building Construction Industry.

- J. Paragraphs A, B, D, G, H and I of this Article shall be posted in places where notices to Employees and applicants for employment are customarily posted.
- K. The Union agrees to mail the Executive Director of the Northern Mechanical/Plumbing Contractors Association a periodic list of names and classifications of registered applicants for employment from which the Employer may select applicants, and the Employer agrees to mail the Secretary of the Union a list of all Employees who have been terminated, or employed. The Employer will make an effort to try new workmen and that each Employee will try working for shops that are new to them.

ARTICLE XIII § Apprenticeship and Joint Apprenticeship Committee

- A. Joint Apprenticeship Committee will have to comply with the governing state rules.
- B. The Apprenticeship Committee shall have complete charge of the operations of the apprenticeship and to enforce the regulations as prescribed by the Apprenticeship Standards. Also, that no Employees are to be hired to learn the trade by any plumbing, heating, or piping

contractor covered by this Agreement without first contacting the Committee through whom all applications must be made.

1. All apprentices will be required to receive certificates of satisfactory completion as stated in the Northern Mechanical and Iron Range Plumbing, HVAC and Pipefitting Apprenticeship Standards.

- C. Testing will be under control of the local Joint Apprenticeship Committee, and testing costs will be paid for and allocated by that Joint Apprenticeship Committee.
- D. All apprentices shall be governed according to this section. Shops employing one journeyman plumber will be allowed one plumber apprentice, and for each two additional plumbing journeymen employed, one additional plumber apprentice will be allowed. Shops employing one steamfitter journeyman will be allowed one steamfitting apprentice, and for each two additional steamfitting journeymen employed, one additional steamfitting apprentice will be allowed. The apprenticeship ratio will not violate any directives of the U.S. Federal Government of any of its agencies.
The ratio is to be waived if it violates the International Training Trust Fund Agreement. No apprentices are to be hired before being approved and referred by the Apprenticeship Committee. All assignments of apprentices to Employers are to be made by the Business Manager and Executive Director of the Association. If they are unable to agree, the assignment will be referred to the Apprenticeship Committee.
- E. If any apprentice upon serving the required time, as set forth in the Northern Mechanical and Iron Range Plumbing, HVAC and Pipefitting Apprenticeship Standards, cannot qualify as a mechanic, they will continue on a last rate of pay until such time as they can qualify.

ARTICLE XIV 6 Wages

A. The wage scales for journeymen for the term of this contract are set forth as follows: May 15, 2017 to May 3, 2020:

<u>EFFECTIVE</u>	<u>5/15/17</u>	<u>5/7/18</u>	<u>5/6/19</u>
*Base Wage	\$36.53		
*Savings Fund	2.00		
*Work Assessments	<u>1.49</u>		
*Total Taxable Items	\$40.02		
Health & Welfare	7.45		
Health & Welfare HRA	0.20		
Local Pension	6.25		
National Pension	.78		
Money Purchase (Annuity)	4.00		
Training Fund	.50		
HVAC/R Training Fund	.25		
International Training Fund	.10		
Industry Fund	<u>.35</u>		
Total Fringes	\$19.88		
Total Package	\$59.90		

The Union and the Association agree to meet thirty (30) days prior to the first Monday of May each year, to distribute negotiated wage increases. Increase each year of \$1.75, \$1.80 and \$1.85 inclusive.

- B. Foremen are to be paid \$2.50 per hour in addition to their base wage rate. All other benefits are as listed under A.
- C. General foremen are to be paid \$3.50 per hour in addition to their base wage rate. All other benefits are as listed in A.

D. Apprentice Pay Schedule

1. Refer to Apprentice Matrix page 13 - A

The Apprenticeship Committee has the authority to revise the actual percentage to be paid on apprentices while under their authority.

The apprentice Savings Fund is the amount stated, plus all other fringes as stated on page 13A.

- E. International Training Fund ó payable at ten cents (.10) per hour worked by all journeymen and apprentices covered by this Agreement.

ARTICLE XV ó Health & Welfare

- A. As set forth in Article XIV, Employers shall contribute, as directed by a Joint Board of Trustees, the amount stipulated for each hour worked for them by Employees in the above classifications. Monies so contributed will be used by the Trustees to purchase Health and Welfare benefits as outlined in the Memorandum of Understanding between the Duluth Employer Council and the Duluth Building and Construction Trades Council dated January 1, 1988. All decisions regarding the plan are to be at the discretion of the Joint Board of Trustees.
- B. It is understood that, if the Union and Employer organizations participating in the Duluth Building Trades Welfare Fund agree to increase the amount stipulated, Employer hourly contribution to the fund for each hour worked, the basic hourly rate for the classification covered in the Agreement will be reduced by an amount equal to the Health and Welfare hourly increase.
- C. As set forth in Article XIV, Employers shall contribute, as directed by a Joint Board of Trustees, the amount stipulated for each hour worked for them by Employees in the above classifications. Monies so contributed will be placed in the Duluth Building Trades Health and Welfare Health Retirement Account and will be used by the participant as outlined in the Memorandum of Understanding between the Duluth Employer Council and the Duluth Building and Construction Trades Council dated January 1, 1988. All decisions regarding the plan are to be at the discretion of the Joint Board of Trustees.

ARTICLE XVI ó Savings

- A. Employers shall contribute the amounts set forth in Article XIV ó Wages, for each hour worked. Monies so contributed will be paid to the employee's individual savings account, established for this purpose. The parties to this Agreement recognize and understand these individual savings accounts do not constitute a qualified plan for purposes of Employee Retirement Income Security Act of 1974 (ERISA). Prior to submittal, all employees must sign the authorization form. Should the current banking facility that is handling this fund, if for any reason cancel, both parties agree to locate a successor banking facility within sixty (60) days.

ARTICLE XVII ó Training Fund

- A. As set forth in Article XIV, Employers shall contribute as prescribed and directed by the Plumbers and Steamfitters Joint Apprenticeship Committee the amount stipulated per hour for each hour worked for them by Employees covered by this Agreement. Monies so contributed will be placed into a Training Fund for the training of journeymen and apprentices as directed by the Apprenticeship Committee.

ARTICLE XVIII 6 Industry Development Fund

- A. As set forth in Article XIV, the Employer shall pay to the Northern Mechanical/Plumbing Industry Development Fund, Inc. the amount stipulated per hour for each hour worked per journeymen and apprentices covered by this Agreement. The Northern Mechanical/Plumbing Industry Development Fund Inc., shall have the right to unilaterally increase or decrease the contribution rate to this Fund during the terms of this agreement as set forth in Article II, Section A. Any such increase would be in addition to the Total Package wage increase set forth in Article XIV and any decrease would result in the same decrease in the Total Package. Contributions provided for in this Article will be used to promote programs of industry education and training, negotiation and administration of collective bargaining agreements, research and promotion, programs serving to expand the market for the services of the plumbing/mechanical industry, to improve the technical and business skills of Employers, to stabilize and improve Employer-Union relations, and to promote support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.
- B. All fringed payments to be made under this Article and other Articles in this Agreement shall be made monthly, no later than the 10th day of the month following the month for which payment is made, and shall be transmitted to the Office of the Wilson McShane Corporation, 2002 London Road, Ste. 300, Duluth, MN 55812.
- C. The payment so made shall be used for industry promotional and related purposes, in accordance with the Articles of Incorporation and By-Laws of said Northern Mechanical/Plumbing Industry Development Fund, Inc.
- D. The Employer agrees to abide by the Articles of Incorporation and By-Laws of said Northern Mechanical/Plumbing Industry Development Fund, Inc. and the rules and regulations heretofore and hereinafter adopted by the Board of Directors of said Northern Mechanical/Plumbing Industry Development Fund, Inc., as shall have been or will be selected or appointed. The Employer hereby ratifies all action already taken by such Officers and Directors within the scope of their authority.

ARTICLE XIX 6 Industry Pension Funds

- A. As set forth in Article XIV, Employers shall contribute as prescribed and directed by a Joint Board of Trustees, into the stated pension funds; local pension and money purchase fund such amounts for each hour worked for them by workmen in the above classifications.
- Should the Trustees agree to increase the stated contribution to these funds for each hour worked, the basic hourly rate for the classification covered in the Agreement will be reduced by an amount equal to the increase into either the Local Pension and/or Money Purchase Fund.
- B. Voluntary Employee Supplemental Pension Salary Reduction Agreement
This option is limited to the MN Pipetrades Association Supplemental Pension Fund for a maximum amount established by the IRS and the employee's selection is only allowed on the first Monday in May.
- C. All decisions regarding administration, benefits, reserves and other matters concerning these plans are to be at the discretion of the Joint Board of Trustees governing that plan.

Plumbers and Pipefitters National Pension Fund

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.

- A. 1 Commencing with the 15TH day of May 2017, 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 covered by the Plan in accordance with the said 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 by the collective bargaining agreement 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.

- a Apprentices indentured after May 2, 2005 ó May 5, 2008 are not considered covered "Employees" ó refer to page 13A.
2. The Employer shall make the contributions as stated in Article XIV, Sub-article 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 overtime hour shall be counted as one regular hour for which contributions are payable.)
3. Contributions as set out above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
4. 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 that 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 or in a separate participation agreement.
5. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorize said Employer Trustees then serving as such and authorize said Employer Trustees in accordance with the terms and conditions thereof, and authorized 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.

B. 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.

C. 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.

- D. If an Employer fails to make contributions to the Pension Fund within twenty (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's 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.
- E. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
- F. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is May 3rd, 2020. 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 participation of the Employer.

ARTICLE XX ó Working Assessments

- A. The Employer agrees, upon written authorization from the individual employee, after the date of this Agreement, to deduct from the pay of such employee ó from each regular hour of work ó the Working Assessments owing by such employee to the Union, and to remit the same to the Financial Secretary or other duly authorized representatives of the Union. The Employer will provide cards of uniform size suitable for filing, and have printed thereon a consent by the person signing same, that the Employer shall deduct from the pay of such signatory all working assessments.
- B. It is specifically understood and agreed by the Union that such deductions apply to current working assessments, and that the responsibility for the collection of any other assessments remain with the Union. It is agreed that all sums deducted shall be remitted by the Employer to the Fringed Benefit Fund which in turn will forward the same to the Financial Secretary of Union to allocate and distribute such remittances in accordance with the constitution, by-laws and regulations of the Union. The Union agrees to indemnify and save the Employer harmless against and all claims, suits or other forms of liability arising out of deductions of money for Union initiation fees and Working Assessments from the wage of an Employee's pay.

ARTICLE XXI ó Other Provisions

- A. Whenever a welding test is required by the Employer, it is agreed that the Employee while taking such test shall be in the employ of the Employer. With the Union and the Association to implement the Welders Qualification Program within the guidelines of the National Certified Pipe Welding Bureau and the United Association ó Welders Certification Program.
- B. No contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Union performing such similar work in the same jurisdiction, except as provided in this Article. Where the United Association makes an agreement with a National Contractor which is applied on a particular job, no signatory contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those

applicable to the National Contractor; but the terms and conditions of the National Agreement shall not apply elsewhere in this jurisdiction. In the event the Employer is bidding or negotiating a job or has a bona fide reason to believe they are bidding or negotiating a job that may not be performed by Employer and Union parties hereto, then upon advising the Association and the Union, no later than three days prior to the bidding, this Agreement may be mutually modified on a job basis to allow Employers to become more competitive. Such modifications shall be for the particular job only and shall be posted in the Offices of U.A. Local 11 and the Association.

C. Vacation dates to be mutually agreed upon by the Employer and Employee.

ARTICLE XXII – Validity of Agreement

- A. Each party to this agreement shall have the right to re-open negotiations pertaining to Union security when the Federal Laws applicable thereto have been changed, by giving the other party sixty (60) days written notice.
- B. If any provision of this Agreement shall be declared invalid by official Governmental authority order or court decision, then such invalid provisions shall be of no force or effect. In lieu thereof, the parties shall thereafter negotiate a valid provision.

ARTICLE XXIII – Sick and Safe Policy Addendum

- A. Should any Sick and Safe Policy be enacted by any municipality that negatively impacts signatory contractors, each party agrees to meet to discuss possible money neutral solutions.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 15th day of May 2017.

PLUMBERS & STEAMFITTERS LOCAL 11
4402 Airpark Boulevard
Duluth, MN 55811
Phone (218)727-2199

BY _____



Business Manager – Jeffrey Daveau, Sr.

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
802 Garfield Avenue, Seaway Building
Duluth, MN 55802-2636
Phone (218)727-6227

BY _____



Executive Director – Mitchell T. Diers

U.A. LOCAL 11 INITIATION FEES AND WORKING
ASSESSMENTS AUTHORIZATION

I hereby voluntarily authorize _____
(Name of Employer)

to deduct from my wages my (a) regular Initiation Fees and Working Assessments, and (c) the amount allocated to the Savings Fund established under Article XIV, section A of the Labor Agreement in effect from time to time between the Northern Mechanical/Plumbing Contractors Association and Plumbers and Steamfitters Local No. 11, or by Local 11, and to remit items (a) and (b) to the Local, with item (c) to be transmitted monthly to an individual savings account at Hermantown Federal Credit Union, Hermantown, Minnesota.

This authorization shall remain in effect until the expiration of the current Agreement between the Employer and the Union or until the expiration of one year from the date of this authorization, whichever occurs sooner. This authorization shall be cancelled immediately on termination of employment. Automatic renewal of the current agreement for an ensuing period including temporary, constitute expiration current agreement and commencement of new Agreement.

I further agree and direct that the above authorization be automatically renewed for the period of each succeeding Agreement between the Employer and the Union unless I give written notice of cancellation to the Employer and the Union during the last fifteen (15) days in which the above authorization or any renewal thereof, is in effect.

At the beginning of each cancellation period of fifteen (15) days during which this authorization may be cancelled, the Employer may post on the bulletin boards or otherwise distribute a notice to Employees calling attention to their rights of cancellation.

DATE: _____

Employee Signature

Street Address

City ó State ó Zip Code

Social Security Number

Copy needed for:

Employee
Employer
Association
Union

UNITED ASSOCIATION OF JOURNEYMEN and APPRENTICES
of the PLUMBING and PIPEFITTING INDUSTRY
of the UNITED STATES and CANADA

Local Union No. 11
4402 Airpark Blvd.
Duluth, MN 55811

STANDARD AGREEMENT

LETTER OF ASSENT

By signing this Letter of Assent, the undersigned Employer certifies that it has examined a copy of the LABOR AGREEMENT between NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION, INC. and UA LOCAL NO. 11 for the term of May 15, 2017 to May 3, 2020 and that the undersigned Employer agrees to comply with and be bound by all of the provisions contained in said current agreements and subsequent approved LABOR AGREEMENTS entered into between said parties.

It is understood that this Letter of Assent shall be binding on the undersigned Employer as though he had signed the above referred to Agreement, including any approved amendments, and any subsequent approved agreements.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in Collective Bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing plumbing and pipefitting construction work within the jurisdiction of the Local Union on all present and future jobsites.

This Letter of Assent shall remain in effect until terminated by the undersigned Employer giving written notice to UA Local No. 11 at least ninety (90) days prior to the then current anniversary date of the applicable approved LABOR AGREEMENT.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

Company Name

Business Manager/Business Representative

Company Street Address

DATE: _____

Phone # ó Job Site and/or Office

Fax #

By

Title

ADDENDUM "A"

to the

STANDARD LABOR AGREEMENT

Between

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION

and

PLUMBERS and STEAMFITTERS LOCAL NO. 11

**FOR THE PERIOD ENDING
May 3rd, 2020**

This Addendum was entered into by and between the NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION and other signatories to this Agreement, acting for and in behalf of its members who hereinafter signify their acceptance by the execution of this Agreement, such members to be considered the EMPLOYER herein, and PLUMBERS AND STEAMFITTERS LOCAL 11 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, hereafter called the UNION.

Effective Date

The parties agree that this Addendum shall commence on the 15th day of May 2017 and shall continue to and including the 3rd day of May 2020, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party to the other on or before 90 days prior to the expiration date, demanding that the Agreement be amended or terminated. All terms of this Agreement shall remain in effect for the duration of this contract. If the notice is to terminate, then the contract shall terminate on the next ensuing anniversary date. If the notice is to amend, then either party giving such notice shall serve the proposed amendments on the other party at least 30 days prior to the next ensuing expiration date.

Purpose

Working Assessment, Building Fund, Organizational Fund, Political Action Fund, UA PEC Fund and Death Assessment.

Journeymen:

Fund total of \$1.49 per hour is added to the base hourly wage rate and taxed by employers. This hourly rate is to be submitted by the employer with the authorized Fringe Benefit Funds.

Apprentices:

Reference pages 13-A of the current Standard Labor Agreement.

Funds re-cap is as follows:


1. Working Assessments	\$1.07
2. Organizational Fund	.15
3. Union Building Fund	.20
4. Local PAC Fund	.01
5. UA PEC Fund	.05
6. <u>Death Assessment</u>	<u>.01</u>
TOTAL FUNDS	\$1.49

Savings Fund ó Applicable to Apprentices:


Saving of two (2) dollars per hour worked is as their percentage of two (2) dollars per hour worked.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 15th day of May, 2017, Addendum "A".

PLUMBERS & STEAMFITTERS LOCAL 11
4402 Airpark Boulevard
Duluth, MN 55811
Phone (218)727-2199

BY  _____
Business Manager – Jeff Daveau, Sr.

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
802 Garfield Avenue, Ste. 202, Seaway Building
Duluth, MN 55802-2636
Phone (218)727-6227

BY  _____
Executive Director – Mitchell T. Diers

ADDENDUM “B”
to the
STANDARD LABOR AGREEMENT
Between
NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
and
PLUMBERS and STEAMFITTERS LOCAL NO. 11

EFFECTIVE MAY 15, 2017

This Addendum entered into by and between the NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION and other signatories to this Agreement, acting for and in behalf of its members who hereinafter signify their acceptance by the execution of this Agreement, such members to be considered the EMPLOYER herein, and PLUMBERS AND STEAMFITTERS LOCAL 11 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United states and Canada, hereafter called the UNION.

Effective Date

The parties agree that this Addendum shall commence on the 15th day of May 2017 and shall continue to and including the 3rd day of May 2020, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party to the other on or before 90 days prior to the expiration date, demanding that the Agreement be amended or terminated. All terms of this Agreement shall remain in effect for the duration of this contract. If the notice is to terminate, then the contract shall terminate on the next ensuing anniversary date. If the notice is to amend, then either party giving such notice shall serve the proposed amendments on the other party at least 30 days prior to the next ensuing expiration date.

Purpose

Establishment of this supplemental agreement to the existing working agreement to include:

The UA Standard for Excellence as approved by the following:

UA Local #11 represented by U.A. Locals 11 Negotiations Committee & the Northern Mechanical/Plumbing Contractors Association, Inc.

Further, it is agreed that this Addendum, will not be part of our Standard Labor Agreement but an Addendum to it.

This Addendum must be renewed at the end of each contract, but may be jointly modified by the Union and the Association if there would be any abuses or adjustments to be made.

PLUMBERS & STEAMFITTERS LOCAL 11
4402 Airpark Boulevard
Duluth, MN 55811
Phone (218)727-2199

BY _____



Business Manager – Jeffrey Daveau, Sr.

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
802 Garfield Avenue, Seaway Building
Duluth, MN 55802-2636
Phone (218)727-6227

BY _____



Executive Director – Mitchell T. Diers

ADDENDUM “C”
to the
STANDARD LABOR AGREEMENT
Between
NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
and
PLUMBERS and STEAMFITTERS LOCAL NO. 11

**EFFECTIVE JANUARY 27, 2017
FOR THE PERIOD ENDING
MAY 3, 2020**

This Addendum "C" entered into by and between the NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION and other signatories to this Agreement, acting for and in behalf of its members who hereinafter signify their acceptance by the execution of this Agreement, such members to be considered the "EMPLOYER" herein, and PLUMBERS AND STEAMFITTERS LOCAL 11 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United states and Canada, hereafter called the "UNION."

Effective Date

The parties agree that this Addendum "C" shall commence on the 27th day of January 2017 and shall continue to and including the 3rd day of May, 2020, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party to the other on or before 90 days prior to the expiration date, demanding that the Agreement be amended or terminated. All terms of this Agreement shall remain in effect for the duration of this contract. If the notice is to terminate, then the contract shall terminate on the next ensuing anniversary date. If the notice is to amend, then either party giving such notice shall serve the proposed amendments on the other party at least 30 days prior to the next ensuing expiration date.

Purpose

Establishment of this supplemental agreement to the existing working agreement to include:

The Drug and Alcohol Policy and Program as approved by the following:

U.A. Local 11 of Duluth, Minnesota and The Northern Mechanical/Plumbing Contractors Association - Duluth, Minnesota.

S/S dated January 27th, 2017

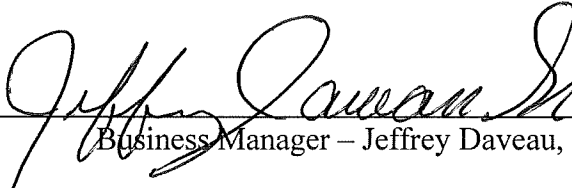
Associations: Mitchell T. Diers

Unions: Jeff Daveau, Sr.

Further, it is agreed that this Addendum "C", will not be part of our Standard Labor Agreement but an Addendum to it.

This Addendum must be renewed at the end of each contract, but may be jointly modified by the Union and the Association if there would be any abuses or adjustments to be made.

PLUMBERS & STEAMFITTERS LOCAL 11
4402 Airpark Boulevard
Duluth, MN 55811
Phone (218)727-2199

BY  _____
Business Manager – Jeffrey Daveau, Sr.

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
802 Garfield Avenue, Seaway Building
Duluth, MN 55802-2636
Phone (218)727-6227

BY  _____
Executive Director – Mitchell T. Diers

**PRE-APPRENTICE
WORK APPLICATION AND AGREEMENT**

NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SOCIAL SECURITY NUMBER: _____

The undersigned hereby makes application to the Plumbers & Steamfitters Local 11 for acceptance as a pre-apprentice. I understand that if I am employed as a pre-apprentice I will be dispatched exclusively to work for employers by Plumbers & Steamfitters Union, Local No. 11.

I further understand that employment, as a pre-apprentice shall not be at a skill level high enough to be given credit as apprenticeship hours or as experience hours to qualify for any state license exam. I further understand that if I am accepted as a pre-apprentice for the Plumbers & Steamfitters Local #11, I may continue working as a pre-apprentice for a period not to exceed twenty-four (24) months from the date I am accepted.

I further understand that, based upon the sole judgment of the Joint Apprenticeship Training Committee, my employment as a pre-apprentice may be terminated for any lawful reason, including, but not limited to any violation of the terms of this Agreement, and I agree that if I am so terminated I shall have no recourse to the grievance arbitration provision of the Working Agreement between Plumbers & Steamfitters Local #11 and the Northern Mechanical/Plumbing Contractors Association.

I further understand that I will not be referred to work as a pre-apprentice until all Journeymen and Apprentice Plumbers are fully employed. I further understand that in the event of a layoff, all pre-apprentice shall be laid off first before any apprentice or journeyman plumbers, and I may not be recalled to work until all apprentice and journeyman plumbers are fully employed. I further agree that, if I am accepted as a pre-apprentice, in consideration for referral by the Union and other representation by the Union. I agree to a \$.41 per hour work fee check-off. Although I am paying said work fee, I understand and agree that I shall have no membership rights or obligations in Plumbers & Steamfitters Union, Local No. 11.

I further understand and agree that if I am employed as a pre-apprentice, this employment cannot be applied in any manner toward the apprenticeship program requirements for graduation.

TOTAL COMPENSATION FOR A PRE-APPRENTICE

WORK FEE: \$.41 CENTS PER/HR WORK FEE CHECK OFF

WAGES: 17.30 PER HOUR

FRINGES: .29 CENTS PER/HR INDUSTRY FUND
\$18.00

APPLICANT NAME:

(Please print name)

DATE: _____
(Applicant's Signature)

Plumbers & Steamfitters Union, Local #11

DATE: _____
(Representative's Signature)

Business Manager

Pre-apprentice Agreement

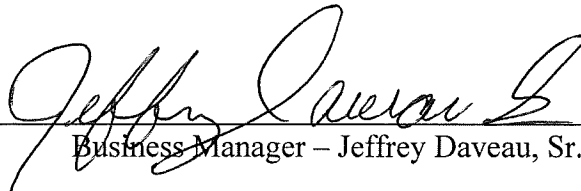
The employer may employ pre-apprentices dispatched from the Union Hall. Such employment shall not be at a skill level high enough to be given credit as apprenticeship hours or experience hours to qualify for any state license exam. A pre-apprentice may continue working as a pre-apprentice for a period not to exceed twenty-four (24) months. Pre-apprentices shall assist journeymen and apprentices as directed by the employer, and there shall be a journeyman or apprentice on any job site where a pre-apprentice is employed. An employer shall not employ a pre-apprentice on a job site where an apprentice has been released from employment for lack of work until the released apprentice has been recalled to work or replaced by another indentured apprentice.

Total compensation for a pre-apprentice shall be Eighteen Dollars (\$18.00): Seventeen dollars and thirty cents (\$17.30) per hour (taxable wage rate) plus union dues (\$0.41) and Industry Fund (\$0.29). Each employer shall be entitled to a pre-apprentice.

IMPORTANT PRE-APPRENTICES ARE NOT INDENTURED
WITH THE DIVISION OF APPRENTICESHIP,
AND ARE NOT ALLOWED TO WORK ON
PREVAILING WAGE (DAVIS BACON) JOBS.**

PLUMBERS & STEAMFITTERS LOCAL 11
4402 Airpark Boulevard
Duluth, MN 55811
Phone (218)727-2199

BY _____


Business Manager – Jeffrey Daveau, Sr.

NORTHERN MECHANICAL/PLUMBING CONTRACTORS ASSOCIATION
802 Garfield Avenue-Suite 202, Seaway Building
Duluth, MN 55802-2636
Phone (218)727-6227

BY _____


Executive Director – Mitchell T. Diers

DATED _____

May 15, 2017