

MARKET RECOVERY AGREEMENT

Between

REFRIGERATION & TEMPERATURE CONTROL

CONTRACTORS

ASSOCIATION OF THE DULUTH-SUPERIOR AREA

And

**U.A. LOCAL NO. 11 OF JOURNEYMEN & APPRENTICES
OF THE PLUMBING & PIPEFITTING INDUSTRY**

FOR THE PERIOD ENDING

May 6, 2019

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ARTICLE I
AGREEMENT

- (1) THIS AGREEMENT entered into by and between the REFRIGERATION and TEMPERATURE CONTROL CONTRACTORS ASSOCIATION OF THE DULUTH-SUPERIOR AREA and other signatories to this agreement, acting for and on behalf of its members who hereinafter signify their acceptance by the execution of this agreement, such members to be considered the Employers herein, and Refrigeration and Temperature Control Division of U.A. Local 11 of the JOURNEYMEN and APPRENTICES of the PLUMBING and PIPEFITTING INDUSTRY, hereafter called the Union.

This agreement excludes work requiring steam and plumbing licenses or industrial process systems other than support or administration areas within an industrial area.

- (2) The purpose of this agreement is to stabilize working conditions in the Refrigeration and Temperature Control Industry, to provide continuous employment so far as it is practicable, to secure for the Employer sufficient skilled workmen, to keep building costs as low as is 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
EFFECTIVE DATES, TRADE AND JURISDICTION

- (3) The parties agree that this contract shall commence on the 2nd day of May 2016, and shall continue to and including the 5th day of May 2019, 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 to terminated, 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 thirty (30) days prior to the next ensuing expiration date.
- (4) This agreement covers rate of pay, rules and working conditions of all journeymen and apprentices engaged in the installation, maintenance, repair and replacement of all parts and appliances pertaining to refrigeration, air-conditioning, air and water cooling, and all other major appliances and temperature control work. See paragraph 1.
- (5) In recognition of the above work jurisdictional claims, it is understood that the assignment of work and settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the National Joint Board.

ARTICLE III
JOINT CONFERENCE BOARD

- (6) The parties agree to establish a Joint Conference Board with equal representation thereon, not to exceed two (2) 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 of 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.

The Joint conference Board is charged with the responsibility of monitoring the terms and conditions of this agreement and further has the expressed authority to amend and to levy and collect all fines by any and all violators of this agreement. First offenders shall be fined not to exceed \$500, second offenders not to exceed \$750, with the third offenders to be fined and amount deemed mutually agreeable.

- (7) No member of Local 11 shall be allowed to perform work that is of a competitive nature with the business of the Association Contractors. 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 and telephone. All trucks used for installation or service work covered by this agreement shall be plainly marked with the name and address of the shop. The Joint Conference Board may meet with violators of this provision. The initial fine not to exceed \$500, second fine to be \$750, with the third offenders to be fined any amount deemed mutually agreeable and all fines shared equally by the Union and Association.
- (8) 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 Union, one representative chosen by the Employer, 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.
- (9) The decision of the Board of Arbitration shall be final and binding on both parties.
- (10) 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.
- (11) 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 IV

UNION REP. JOBSITE ACCESS AND WORKMEN'S COMP. INSURANCE

- (12) The Business Agent and / or an authorized Union agent will be allowed to talk to the Shop Steward providing there is no interference with the progress of the work and have prior approval from the Employer.
- (13) The Employer expressly agrees to carry State Workmen's 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 his employees, regardless of the number of employees in his employment, or length of time worked, or place of employment, or regardless of any exemption that said Employer may have under State law. It is agreed that journeymen and apprentices will not work for anyone who does not carry such insurance and pay such taxes.

ARTICLE V

CONSTRUCTION CONTRACTS AND TERM DATES

- (14) 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 ninety (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 Union submits a request for such a wage increase. If the Employer fails to submit such a list, this paragraph of the contract shall not be applicable.
- (15) 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, for not to exceed ninety (90) days.
- (16) On so-called time and material or percentage contracts the wage scale as specified herein shall be paid for all work performed.

ARTICLE VI

STRIKES AND WALK OFFS

- (17) The Union shall not strike nor 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 VII
STRIKES AND LOCKOUTS

- (18) 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.
- (19) 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 Company requests, the Union will promptly order the employees whom are engaged there, back to work and will also order any unauthorized picket line established by such employees, dissolved and disbanded.
- (20) 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 strikes, work stoppages, interruption of work or slowdowns, and in such event, the Union, its officers, agents or members, shall not be liable for any such unauthorized strikes, work stoppages, interruption of work or slowdowns, 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 slowdown, 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.
- (21) 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 representatives 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.

ARTICLE VIII
WEEKLY PAYDAY, LAYOFFS, RESIGNATIONS AND TERMINATIONS

- (22) Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll.
- (23) 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 Secretary to notify the Business Agent as to all lay-offs.

SHOWUP TIME

- (24) When an employee is ordered by the Employer or his representative to report for work on a specific job, and then through no fault of the employee is not put to work or employed for less than two hours, the Employer shall pay him for two hours time, weather permitting work. If men are not notified in ample time if possible not to report for work they shall receive two hours show-up time and mileage. On jobs of more than two hours duration employees shall be paid for the actual hours worked.
- (25) The Employer reserves the right to perform background checks for applicants and current Employees consistent with recommended guidelines. See attached Appendix for MSCA/UA Background recommendations.
- (26) The Employer may use an Employee from its regular workforce for initial start-up of newly installed systems, provided it has notified the local union having jurisdiction in that area. The working hours, fringes, conditions and rate of pay for such initial start-up work shall be paid in accordance with the local agreement under which the installation was performed. Employees shall be permitted to work with the tools, and if they should need extra help, shall obtain such help from the local union having jurisdiction, if qualified help is available.
- (27) The Employer may at its discretion, for work covered under this agreement, assign the first three Employees from the Employer's regular work force to work on a job within the territorial jurisdiction of another union. The next two Employees with the required skills shall be from the local union jurisdiction where the work is being performed, with one Employee at a time being assigned, as needed. Thereafter, additional qualified Employees shall be hired on an alternating basis from the Employer's regular work force and the local union jurisdiction, to a maximum of five from the Employer's regular work force, unless a larger number is agreed to in writing between the Employer and local union where the job is being performed.
- (28) The Employer shall be permitted a ratio of one service apprentice for each service journeyman. All apprentices shall be under the supervision of their home local union Joint Apprentice Committee until their training is satisfactorily completed.
- (29) The parties to this agreement recognize the need to provide a drug-free and alcohol-free workplace. Therefore, if the local union, in the jurisdiction where the Employer is performing work, has in place a negotiated drug and alcohol policy with the recognized contractor group which is consistent with the model plan adopted by the home local union in which the Employee is from, this policy shall apply. Where the local union has no drug and alcohol policy in effect in the jurisdiction where the Employer is performing work, or where the policy is not consistent with the adopted home local union model plan, the Employer may implement a drug and alcohol policy consistent with the model plan adopted by the home local union. A copy of any drug and alcohol policy, including testing procedures, shall be furnished to the local union in the jurisdiction where the Employer is performing work.

- (30) The Employer agrees to make every reasonable effort to utilize employees covered by this agreement for all work described herein. However, the Employer reserves the right to sublet or subcontract any work coming under this agreement to be performed at the site of construction and/or offsite control/refrigeration related fabrication, after reasonable documented effort has been made to perform the work with employees covered by this agreement or a local agreement. The Employer agrees not to enter into any contract at the site of construction, which would limit or deprive the Employer of the right to control the work to be performed at the job site. However, the Union and the Employer understand the customer, at its discretion, may choose to perform or directly subcontract for any part or parts of the work described herein.
- (31) When the Union does not furnish qualified workman within 48 hours, (Saturday, Sunday and Holidays excluded). The contractor shall be free to obtain workman from any source.

ARTICLE IX

WORKING HOURS, PAYDAY, RECOGNITION OF UNION AND HIRING HALL

- (32) On all work, the regular workday shall consist of up to eight (8) hours labor, starting between 6:00 a.m. and 10:00 a.m. Forty (40) hours per week, Monday through Friday, both inclusive, shall constitute a week's work. Overtime work, except as otherwise herein provided, shall be paid for at one and one half (1 ½) times the regular wage rate. By mutual agreement between the Employer and Employee, the standard work week can be established to consist of four (4) consecutive ten (10) hour days. Employees shall be at the shop or project site at the scheduled starting time each day and shall remain until quitting time.

When it is mutually agreed to by Employers and employees involved that it is necessary to work a second or third shift, the second or third shift shall be paid at the regular straight time wage rate plus fifteen percent (15%). This shift premium is not paid on fringe benefits; however, it is applicable to overtime and holiday provisions. No extra shift shall be started for less than three (3) days on the job or five (5) days in the shop. Overtime over eight (8) hours on extra shifts, Monday through Friday, both inclusive shall be paid for at double the regular extra shift wage rate.

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be recognized as holidays. All work performed on holidays and Sunday will be paid at the rate of double (2) times the regular base rate except as provided otherwise and the fringe benefit contributions shall be made based on hours worked except as provided otherwise. It is further agreed that no employee shall do any work on the first Monday in September (Labor Day) except to preserve life and property.

- (33) For all service calls, within the jurisdiction of Local 11 Zone 1, travel time will be paid at straight time. Travel time, outside of Local 11 Zone 1 jurisdiction, will be by mutual consent of the employer and employee.

- (34) Payday shall be once a week no later than the fifth day following the end of the Employer's weekly payroll period. However, if mailed, Employers will mail such checks no later than the third working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer and signed permission of the Employee in either cash or negotiable payroll check or by electronic or automatic direct deposit. When Employees are laid off or discharged, they shall be immediately paid all wages due. However, if payment comes from a central facility, and it is permitted by state law, payment may be sent via U.S. Priority Mail within three working days of the last day worked. Employees must recognize Employer's requirement regarding the timely submission of all time sheets/work orders.
- (35) When an Employee is assigned to work service outside his home local union for more than eight (8) hours in a standard workweek within any one jurisdiction where the Employee is working differs from that of his home local union, the higher rate shall apply after the first (8) hours of work. All of the legally negotiated fringe benefit contribution or deductions under the Employees home local unions' agreement shall be paid only to the Trustees of the Fringe Benefit Funds of the home local union.
- (36) **NEW CONSTRUCTION WORK ONLY-**
For all work other than service work, 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 and at such time as to maintain the above schedule. Travel time, outside of Local 11 Zone 1 jurisdiction, will be by mutual consent of the employer and employee.
- (37) The Employer recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices in the employ of the Employer with respect to wages, hours and other terms and conditions of employment, or any and all work described in subparagraphs 1 and 4, page 4.
- (38) Qualifications of all employees covered under this agreement are at the sole discretion and authority of the employer in determining who is qualified to work for said employer.
- (39) All qualified journeymen and apprentices hereunder; member of the Union now in the employ of the Employer shall remain members of good standing in the Union during the term of this Agreement. All qualified journeymen and apprentices covered by this Agreement, hereinafter employed by the Employer, shall become a member of the Union on the earliest date provided by applicable Federal Law after their employment, or date of this contract, whichever is later and shall remain members of the Union in good standing during the term of this contract.
- (40) Qualified employees as hired by the Employers are to be defined as follows:
1. Journeyman Refrigeration & Temperature Control Employee
Such journeyman shall be defined as anyone qualified by serving an apprenticeship or having five years experience in the refrigeration and /or temperature control industry. A qualified journeyman is subject to the approval of the Joint

Apprenticeship Committee. After May 7, 2008, all new Journeymen shall be required to pass the UA STAR certification program for all of the work covered under this agreement.

2. Apprentice Refrigeration & Temperature Control Employee

Such apprentice shall be defined as anyone meeting the Standards of the Joint Apprenticeship Committee, and learning the trade of refrigeration, air-conditioning, major appliance, and temperature control.

3. Race, creed, color, religion, sex or national origin shall not bar any applicant for employment who can otherwise qualify.

4. A periodic list of names and classifications or registered applicants for employment from which the Employer may select applicants will be available at the Union and Association Offices.

(41) Both parties agree to terms and conditions required by Affirmative Action Plans as expressed in the Apprenticeship Standards.

ARTICLE X
SERVICE WORK ON-CALL

(42) Employees shall be paid one and one-half hours (1 ½) of pay at one and one-half (1 ½) time the regular rate, each pay period, when scheduled or required to take emergency service calls and not called out. When Employees are called out, they shall be paid only billable hours at the appropriate rate. Employee shall receive whichever is greater.

ARTICLE XI
TRAVEL, UNIFORMS, TOOLS, TRANSPORTATION AND MILEAGE

(43) 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. 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 current IRS mileage rate per mile to the maximum of thirty-five dollars (\$35.00) per working day. Mileage from a point thirty-five (35) miles from Point A to the jobsite and return beyond seventy (70) miles at the current IRS mileage rate per mile to the maximum of fifty dollars (\$50.00) per working day. Area journeymen, if available, shall be paid mileage at the rate of fifty-five cents (55¢) per mile for all mileage beyond a thirty-five (35) mile radius of the job site and their local post office address to a maximum of fifty dollars (\$50.00) per working day.

2. The Employer may furnish transportation.

- (44) All Employees shall keep themselves clean and neat. When special uniforms are required by the Employer, the Employer shall supply such uniforms.
- (45) Employees shall keep equipment and company-owned vehicles, within their control, in a neat, clean and safe condition.
- (46) Employees doing service or maintenance work may be required to furnish their own hand tools (See "Tool List," pg. 26). Employee's tools that are broken or damaged shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles, and instruments supplied by the employer, provided mutual security arrangements are made. Establishment of carelessness or negligence on the part of the Employee shall make the Employee liable for replacement of lost or stolen tools.
- (47) Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the Employee shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipt.
- (48) All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies. The Employer shall be required to maintain adequate insurance on each company vehicle for all permitted uses of the vehicle by the Employee.
- (49) Employer vehicles shall not be used for personal use without written authorization by the Employer. At no time shall Employer's vehicles be used or operated by an Employee impaired by drugs or alcohol. At no time shall Employer's vehicles be used for the transportation of drugs or alcohol.
- (50) The apprentice's term and ability to perform work shall be as expressed in the Apprenticeship Standards.

ARTICLE XII
APPRENTICESHIP COMMITTEE

- (51) A. Joint Apprenticeship Committee will comply with all governing state rules.
 - B. The Duluth Local 11 Joint 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.

- (52) If an apprentice, upon serving the required time as set forth by this standard, cannot qualify as a mechanic by examination, they shall continue at the last rate of pay until such time as they can qualify.
- (53) Both parties agree to maintain a Pre-apprentice Program, which is Attachment 6A (Pg. 23).

ARTICLE XIII
Wages & Benefits

- (54) The base wage rate for journeymen shall be as follows per hour, effective as stated:

(55)	<u>May 2, 2016</u>	<u>May 1, 2017</u>	<u>May 7, 2018</u>
*Base Wage	\$32.58	\$33.68	\$34.68
*Savings	\$ 2.00	\$ 2.00	\$ 2.00
*Dues Check off	\$.71	\$.71	\$.74
*UA PEC Fund	\$.00	\$.00	\$.05
*Building Fund	\$.20	\$.20	\$.20
*Death Assessment	\$.00	\$.00	\$.01
TOTAL TAXABLE	\$35.49	\$36.59	\$37.68
Money Purchase	\$ 8.05	\$ 8.25	\$ 7.75
Health Retirement Acct.	\$ 0.05	\$.05	\$.05
Health & Welfare	\$ 7.20	\$ 7.45	\$ 8.41
Industry Fund	\$.35	\$.35	\$.35
HVAC Training Fund	\$.50	\$.50	\$.50
Int'l Training Fund	\$.05	\$.05	\$.05
TOTALS	\$51.69	\$53.24	\$54.79
*Taxable Items			

Additional Increases:

May 2, 2016 - \$1.55 increase

May 1, 2017 - \$1.55 increase

May 7, 2018 - \$1.55 increase

Contract expiration date is May 5, 2019

- (56) The wage scale for apprentices shall be as follows:
Apprentices pay schedule 6

1 st 6 months 40%	6 th 6 months 65%
2 nd 6 months 45%	7 th 6 months 70%
3 rd 6 months 50%	8 th 6 months 75%
4 th 6 months 55%	9 th 6 months 80%
5 th 6 months 60%	10 th 6 months 85%

The apprentice Savings Fund and Money Purchase Fund is the current percentage amount stated above, plus all other fringes as per the journeyman wages. See Attachment 6C (Pg. 27).

(57) Health & Welfare ó

As set forth in Article XIII, 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 & 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 administration, benefits, reserves, and other matters concerning the plan are to be at the discretion of the Joint Board of Trustees.

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 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 payment plus accrued interest has been received. Interest on delinquent payments shall be divided between the Industry Fund, Union Dues and Assessment Funds. In addition to the following, 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 the funds described in Article XIII of the Labor Agreement.

1. Employers, who default to make payments for the previous month and are thirty (30) days late, shall be assessed interest of 8% on all items and payments required, plus any and all 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, plus the 8% interest and items explained in #1 above and shall deposit cash in an amount sufficient to pay all of the payments due for a period of ninety (90) days in advance. The amount to be established by the Board.
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 (3) 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.

Where we have reciprocal agreements with other locals, Fringe Benefits will be sent to the employee's home local.

- (58) It is understood that, if the Union and Employer organizations participating in the Duluth Building Trades Welfare Fund agree to increase the amount stipulated, employee hourly contribution to the fund of 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.

(59) Savings Fund-

Employers shall contribute the amounts set forth in Article XIII ó wages for each hour worked. Monies so contributed will be paid to the employee's individual savings account established for this purpose.

The apprentice savings fund is the current percentage amount for all new hires. See Attachment 6Cö (Pg. 27).

- (60) Training Funds ó
As set forth in Article XIII, employers shall contribute as prescribed and directed by this joint committee. Fifty-five (55¢) cents per hour worked for them by employees covered by this agreement.
- (61) Industry Development fund ó
As set forth in Article XIII, the Employer shall pay to the Duluth-Superior Area Refrigeration and Temperature Control Industry Development Fund Inc., the sum of thirty-five (35¢) cents per hour for each hour worked per journeymen and apprentices covered by this agreement. The Duluth-Superior Area Refrigeration and Temperature Control Industry Development Fund 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 3. Any such increase would be in addition to the Total Package wage increase set forth in Article XIII and any decrease would result in the same decrease in the Total Package.
- (62) All fringed payments to be made under this Article and other Articles in the 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 Wilson McShane, 2002 London Rd. Ste. 300, Duluth, MN 55812.
- (63) 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 Duluth-Superior Area Refrigeration and Temperature Control Industry Development Fund, Inc.
- (64) The Employer agrees to abide by the Articles of Incorporation and By-Laws of said Duluth-Superior Area Refrigeration and Temperature Control Industry Development Fund, Inc., and the rules and regulations heretofore and hereinafter adopted by the Board of Directors of said Duluth-Superior Area Refrigeration and Temperature Control Industry Development Fund, Inc., as have been selected and appointed in accordance with said Articles and By-Laws as its representatives to administer the funds in the possession of said Duluth-Superior Area Refrigeration and Temperature Control Industry Development Fund, Inc., and all such past or succeeding Officers and Directors 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.
- (65) Industry Pension Funds-
As set forth in Article XIII, Employers shall contribute as prescribed and directed by a Joint Board of Trustees, into the stated 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. 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.

The apprentice Money Purchase Fund is the current percentage amount for all new hires. See Attachment 6Cö (Pg. 27).

(66) Dues Check Off Provision-

The Employer agrees, upon written authorization from the individual employee, after the date of this agreement, to deduct from the base wage rate of such employee 6 from each regular hour of work 6 the dues and initiation fees 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 union dues and initiation fees.

(67) It is specifically understood and agreed by the Union that such deductions apply to current dues and initiation fees only, and that the responsibility for the collection of any other dues or 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 the 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 any and all claims, suits or other forms of liability arising out of deductions of money for Union initiation fees and dues from the wage of employees' pay.

(68) Validity of Agreement-

Each party to this agreement shall have the right to re-open negotiations pertaining to the Union security when the Federal Laws applicable thereto have been changed, by giving the other party sixty (60) days written notice.

If any provision of this agreement shall be declared invalid by official Governmental authority order or court decisions, then such invalid provisions shall be of no force or effect. In lieu thereof, the parties shall thereafter negotiate a valid provision.

(69) It is understood if there are any increases in the Employers hourly payments into the Fringed Benefit Funds, the amount will be deducted from journeymen and apprentice hourly rate.

(70) New membership of the Duluth-Superior Area Refrigeration and Temperature Control Contractors Association and in case of any change in membership, the Business Manager of Local #11 will be so notified by the Executive Director of the Association.

- (71) No contactor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contactors employing persons represented by the Union performing this work.
- (72) If the United Association enters into an agreement wherein a more favorable treatment on mileage or subsistence is received than the contractors who are signatory to this agreement, then the signatories to this agreement receive the same benefits immediately.
- (73) Vacation dates to be mutually agreed upon by the Employer and employee.
- (74) IN WITNESS THEREOF, we have hereunto set our hands and seal this May 2, 2016
- (75) It is agreed that representatives of Local #11 and the Association shall meet to modify this agreement when and if the market conditions impede signatory contractors from being competitive.
- (76) 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.

REFRIGERATION & TEMPERATURE
CONTROL CONTRACTORS ASSOCIATION
OF DULUTH-SUPERIOR AREA

UA LOCAL #11
DULUTH, MN

Mitchell T. Diers
Executive Director

Jeffrey Daveau Sr.
Business Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into and between the Northern Mechanical/Plumbing Contractors Association and the Refrigeration & Temperature Control Contractors Association of the Duluth-Superior Area, 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 Memorandum of Understanding shall commence on the 2nd day of May 2016 and shall continue to and including the 5th day of May 2019, 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 thirty (30) days prior to the next ensuing expiration date.

Purpose

The Fringe Benefit Fund office will process the Union Dues Check Off. I.e. page 13 Union Dues Check Off, UA PEC Fund & Death Assessment (\$.91).

REFRIGERATION & TEMPERATURE
CONTROL CONTRACTORS ASSOCIATION
OF DULUTH-SUPERIOR AREA

UA LOCAL #11
DULUTH, MN

Mitchell T. Diers
Executive Director

Jeffrey Daveau Sr.
Business Manager

ADDENDUM

To the

MARKET RECOVERY AGREEMENT

Between

**REFRIGERATION & TEMPERATURE CONTROL CONTRACTORS
ASSOCIATION OF THE DULUTH-SUPERIOR AREA**

And

**U.A. LOCAL NO. 11 OF JOURNEYMEN & APPRENTICES OF THE
PLUMBING & PIPEFITTING INDUSTRY**

This Addendum entered into by and between the REFRIGERATION AND TEMPERATURE CONTROL CONTRACTORS ASSOCIATION OF THE DULUTH-SUPERIOR AREA 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 employers herein, and Refrigeration and Temperature Control Division of the U.A. Local No. 11 of the JOURNEYMEN and APPRENTICES of the PLUMBING and PIPEFITTING INDUSTRY, hereafter called the Union.

Effective Date

The parties agree that this Addendum shall commence on the 2nd day of May 2016 and shall continue to and including the 5th day of May 2019, 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. 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 thirty (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 Northern Mechanical/Plumbing Contractors Association

Unions: Jeffrey Daveau, Sr.

Associations: Mitchell T. Diers

IN WITNESS THEREOF, we have hereunto set our hands and seal this May 2, 2016.

REFRIGERATION & TEMPERATURE
CONTROL CONTRACTORS ASSOCIATION
OF DULUTH-SUPERIOR AREA

UA LOCAL #11
DULUTH, MN

Mitchell T. Diers
Executive Director

Jeffrey Daveau Sr.
Business Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into by and between the Northern Mechanical/Plumbing Contractors Association and the Refrigeration & Temperature Control Contractors Association of the Duluth-Superior Area, 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 Memorandum of Understanding shall commence on the 2nd day of May 2016 and shall continue to and including the 5th day of May 2019, 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 thirty (30) days prior to the next ensuing expiration date.

Purpose

This memorandum will outline the residential scope of work that is allowable under the above listed Market Recovery Agreement.

Residential work shall be defined as applying to work on any single family or multiple family housing units up to and including 4-plex, unless prior agreement between The Contractor/Association and Local #11 prior to bid where each individual unit is individually conditioned by a separate and independent heating and or cooling system.

It shall include the installation of and service on individual fan coils, air handlers and furnaces including ductwork systems in each individual family unit. It shall include the installation and service of all residential HVAC equipment including, but not limited to, boilers of all types, geo-thermal/heat pumps, air conditioning units, humidifiers, filter systems, air-to-air heat exchangers, fireplaces, fireplace inserts, free standing stoves, kitchen exhausts, toilet exhausts and in-floor heating systems.

The employer agrees that no employees employed under this agreement will work on any project that is not specifically defined in the Market Recovery Agreement or the above listed residential scope of work description.

REFRIGERATION & TEMPERATURE
CONTROL CONTRACTORS ASSOCIATION
OF DULUTH-SUPERIOR AREA

UA LOCAL #11
DULUTH, MN

Mitchell T. Diers
Executive Director

Jeffrey Daveau Sr.
Business Manager

Attachment "A"

**REFRIGERATION/TEMPERATURE CONTROL
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. 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 until I work 6 months or 1000 hrs of continuous work. At that point, a decision must be made by the Joint Apprenticeship Committee on Continued employment.

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 Refrigeration & Temperature Control Contractors Association of the Duluth-Superior Area.

I further understand that I will not be referred to work as a pre-apprentice until all Refrigeration/Temperature Control 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, and I may not be recalled to work until all apprentice and journeyman 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: 17.20 PER HOUR

FRINGES: .29 CENTS PER/HR INDUSTRY FUND

TOTAL **\$17.90**

APPLICANT NAME:

 (Please print name)

DATE: _____
 (Applicant's Signature)

Plumbers & Steamfitters Union, Local #11

DATE: _____
 (Representative's Signature)

 (Title)

**Refrigeration/Temperature Control/Service
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. 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: Seventeen dollars and sixty one cents (\$17.61) per hour (taxable wage rate). 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 ó Jeff Daveau, Sr.

WESTERN LAKE SUPERIOR PLUMBING CONTRACTORS ASSOCIATION
802 Garfield Avenue-Suite 202, Seaway Building
Duluth, MN 55802-2636
Phone (218)727-6227

BY _____
Executive Director ó Mitchell T. Diers

Attachment “B”

Tool List

Klein Diagonal Cut Pliers	Tubing Cutter 1-1/8
Klein Linesman Pliers	Wiss Snips
Klein Needle Nosed Pliers	Flash Light (Mini-Mag Light)
Klein Wire Strippers	Klein Wire Crimpers
6ö Crescent Wrench	Imperial Service Wrench
8ö Crescent Wrench	Knipex Channel Locks
6ö Channel Locks	Small to Medium Tool Bag
Deburring Tool	EKLIND Allen Wrenches
Klein 10 in 1 Screwdriver	EKLIND Hex öTö Set
Klein Stubby Nut Driver 2 pc Set	6ö Craftsman Comb Wrench ¼ö = 9/16ö
Klein Magnetized Nut Driver 2 pc Set	¼ö Drive Socket Set ¼ö = 9/16ö
Utility Knife	¼ö Drive Ratchet, 3ö & 6ö Extension
Flaring Tool/	Tape Measure (25ø)
Torpedo Level	

Manufacturers are provided for reference only.

Attachment "C"

**WAGE BREAKDOWN FOR LOCAL UNION # 11 HVAC APPRENTICES
BEGINNING MAY 1, 2017**

WAGES AS OF 5-1-2017	JOURNEYMAN	95%	90%	85%	80%	75%	70%
TAXABLE	█	↓	↓	↓	↓	↓	↓
BASE PAY	\$ 33.68	\$ 31.99	\$ 30.31	\$ 28.62	\$ 26.93	\$ 25.25	\$ 23.56
SAVINGS FUND	\$ 2.00	\$ 1.90	\$ 1.80	\$ 1.70	\$ 1.60	\$ 1.50	\$ 1.40
DUES & ASSESSMENTS	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91
TOTAL TAXABLE	\$ 36.59	\$ 34.80	\$ 33.02	\$ 31.23	\$ 29.44	\$ 27.66	\$ 25.87
FRINGES							
TRAINING FUND	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55
HR FUND	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
HEALTH & WELFARE	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45
MONEY PURCHASE	\$ 8.25	\$ 7.84	\$ 7.43	\$ 7.01	\$ 6.60	\$ 6.19	\$ 5.78
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
TOTAL FRINGES	\$ 16.65	\$ 16.24	\$ 15.83	\$ 15.41	\$ 15.00	\$ 14.59	\$ 14.18
TOTAL PACKAGE	\$ 53.24	\$ 51.04	\$ 48.85	\$ 46.64	\$ 44.44	\$ 42.25	\$ 40.05
WAGES AS OF 5-1-2017	65%	60%	55%	50%	45%	40%	
TAXABLE	↓	↓	↓	↓	↓	↓	
BASE PAY	\$ 21.87	\$ 20.19	\$ 18.50	\$ 16.82	\$ 15.13	\$ 13.44	
SAVINGS FUND	\$ 1.30	\$ 1.20	\$ 1.10	\$ 1.00	\$ 0.90	\$ 0.80	
DUES & ASSESSMENTS	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	\$ 0.91	
TOTAL TAXABLE	\$ 24.08	\$ 22.30	\$ 20.51	\$ 18.73	\$ 16.94	\$ 15.15	
FRINGES							
TRAINING FUND	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55	
HR FUND	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	
HEALTH & WELFARE	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	
MONEY PURCHASE	\$ 5.36	\$ 4.95	\$ 4.54	\$ 4.13	\$ 3.71	\$ 3.30	
INDUSTRY DEVELOPMENT	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	
TOTAL FRINGES	\$ 13.76	\$ 13.35	\$ 12.94	\$ 12.53	\$ 12.11	\$ 11.70	
TOTAL PACKAGE	\$ 37.84	\$ 35.65	\$ 33.45	\$ 31.26	\$ 29.05	\$ 26.85	

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

This is to certify that the undersigned employer has examined a copy of the LABOR AGREEMENT between REFRIGERATION & TEMPERATURE CONTROL CONTRACTORS ASSOCIATION OF THE DULUTH-SUPERIOR AREA and LOCAL UNION NO. 11 dated the 2nd day of May, 2016, which Agreement will remain in effect until the 5th day of May 2019, unless amended by mutual consent of the parties thereto.

The undersigned employer hereby agrees to comply with all of the terms and conditions of employment contained in the aforementioned agreement and all approved amendments thereto. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned employer as though he had signed the above referred to Agreement, including any approved amendments.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

Company Name

Business Manager/Business Representative

Company Street Address

Phone # ó Job Site and/or Office

Fax #

By

Title