

WORKING AGREEMENT

Between

**PIPEFITTERS LOCAL UNION NO. 539
St. Cloud, Minnesota**

and

**MINNESOTA MECHANICAL
CONTRACTORS ASSOCIATION**

Effective June 1, 2022

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WORKING AGREEMENT

Company Name

Address

THIS AGREEMENT, entered into this first day of June 2022, by and between the MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION (hereinafter called the “Employer”) representing and acting on behalf of their members (individually referred to as “Employer”) who are engaged in the piping industry, in Area 03 of the territorial jurisdiction of Pipefitters Local 539, of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada, AFL-CIO (hereafter called the “Union”).

WITNESSETH:

WHEREAS, the Employer is engaged in the Piping Industry and in the performance of such work requires the services of competent, skilled and qualified Journeymen, and WHEREAS, the Employer and the Union desires to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed with the Employers, and further, to encourage closer cooperation and understanding between Employers and the Union in the Pipe Fitting Industry to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement. NOW, THEREFORE, The undersigned Employer and Union in consideration of the mutual promises and covenants herein contained mutually agree as follows.

ARTICLE I – *Union Recognition*

Section 1. The Union shall be the exclusive bargaining representative for all employees performing work within the described jurisdiction.

Section 2. The Minnesota Mechanical Contractors Association, Inc., (MMCA), is hereby recognized as the exclusive bargaining representative as to all of its present and future member contractors or any other contractor who has authorized it to act. Any member who resigns from MMCA shall be bound by this Agreement for its duration and any contractor who revokes his authorization shall be bound by this Agreement for its duration. The Employer’s Association will furnish the Union with a list of contractors they are bargaining for.

ARTICLE II - *Jurisdiction*

Section 1. Trade or Work Jurisdiction. This Agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation, alteration, and repair of all pipefitting systems, equipment and component parts thereof, including but not limited to: fabrication, assembly, erection, installation, alteration, modification, repair, reconditioning, adjusting, servicing and balancing. The trade jurisdiction also includes all handling, unloading, distributing, reloading, tying-on and hoisting of all piping material, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trade jurisdictional claims of the Union. It is agreed that for the purposes of this article pipefitting systems and component parts thereof includes all systems whether they are permanent or temporary (temporary heating, temporary cooling and ground thawing systems and equipment are included). The trade jurisdiction also includes all dismantling of systems, equipment, piping and appurtenances including hauling to storage of equipment, piping and appurtenances which are to be reused, and the demolition of all systems, equipment, piping and appurtenances coming under United Association jurisdiction. Jurisdiction of said Union attached hereto is made part of this Agreement.

Section 2. Rigging, Handling, and Setting of Equipment. Rigging or the handling and setting of the equipment coming under the jurisdiction of the Union shall be handled in the following manner: On a normal material delivery, if the employees under this Agreement are not available to unload the material, the shop or supply house truck driver may unload the driver's truck on the loading dock; however, on large boilers, tanks, chillers, and heavy equipment, the Employer working under this Agreement shall provide all the physical work involved in unloading, handling and setting equipment in its final installed position.

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

Section 3. All jurisdictional disputes between or among any building and construction trades union affiliated with a national or international union that is a member of the Building and Construction Trades Department (AFL-CIO), and any employers that are parties to or have adopted or have worked under this Agreement, shall be settled or adjusted according to the present plan established by the Building and Construction Trades Department (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department.

Decisions rendered shall be final binding and conclusive on employers that are parties to or have adopted this Agreement and on all unions affiliated with a national or international union that is a member of the Building and Construction Trades Department, whether or not parties to this Agreement.

This article shall apply to any and all jurisdictional disputes between or among unions affiliated with the Building and Construction Trades Department, on all work covered by this Agreement and related work performed by the Employer whether or not the union 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.

Section 4. Territorial Jurisdiction. Area 03 of Local 539 Trade or Jurisdiction shall extend into the following fourteen (14) counties: Big Stone, Todd, Swift, Pope, Kandiyohi, Chippewa, Stearns, Stevens, Morrison, Benton, Meeker, Lac Qui Parle and Yellow Medicine. Also, that part of Sherburne which lies west of a line running northeasterly from the northern point of Wright County to the Southwestern tip of Mille Lacs County. The Employer agrees that whenever performing work in the area of the local union's jurisdiction where the collective bargaining agreement provides for a higher basic hourly rate or a higher overtime rate, or lower hourly workday or workweek, such local collective bargaining agreement shall prevail. Further, on the same basis, the Employer agrees to make payments into legally established fringe benefit funds such as those for Health and Welfare, Pension, and the Credit Union Plan established pursuant to applicable collective bargaining agreements; and to pay all transportation, traveling time, board and room and expenses while in the jurisdiction of another affiliated union. The Employer further agrees when performing work in the jurisdiction of another Pipefitting Union to be bound by all of the provisions of the Working Agreement effective in that jurisdiction to the same extent as if signatory thereto. The provisions of this paragraph shall apply also to all jobs in unorganized territory outside of the jurisdiction of the Local Union which is party hereto and is concerned in the matter.

Section 5. When the Employer sends members of Local 539 into the jurisdiction of Pipefitters Local 455, the Employer shall pay the employee the Local 539 wage and fringe benefit rates.

Section 6. Refusal to pass through a lawfully permitted picket line will not constitute a violation of the Agreement.

Section 7. As a primary working condition, it is agreed that the following items and work shall be fabricated or performed on the job site or in the shop of the Employer signatory hereto by employees covered by this Agreement.

- (a) Piping that is not necessarily attached at the factory, is not lined or pickled, or is not available as standard fitting or can be bent or formed with portable equipment.
- (b) All piping beyond the gas and oil burner proper on boilers; and boiler trim piping. Handling and setting of equipment under the jurisdiction of the Union and in accordance with jurisdictional agreements.
- (c) All cutting, threading, welding and fabrication of pipe formations, hangers and supports, such as mains, branches, stacks or risers for plumbing and piping systems consisting of materials which convey water, steam, waste, air, vent, gas and oil.

- (d) The Joint Labor Board provided in Article XVII, Section 2, shall have the authority to amend the list of fabricated items, in accordance with the conditions provided in this Article. The actions of the Labor Board to amend said list shall be effective upon at least four (4) affirmative votes of the members of the said Board. The actions of the Board shall be put into writing, signed by the members agreeing to said action, and filed with the Union and the Employer Association.

Section 8. No employee covered by this Agreement will be expected or required to work on any job or project on which a worker or person is performing any work within the said jurisdiction of the contracting union if said worker or person is performing such work for wages or hours or under any conditions or employment which are less favorable to employees than those established by this Agreement, provided further that the Employer shall receive notice twenty-four (24) hours before any employee asserts any right herein contained. The parties hereto agree to meet immediately upon request with respect to any matter arising under this paragraph.

This section shall not be construed to limit in any manner the persons who may be employers or contractors under this Agreement and any person or contractor (lawfully qualified) whether or not a member of the Association, shall be, by becoming a signatory hereto, entitled to receive the benefits of and assume the obligations of this Agreement.

Jurisdiction of the Union shall mean jurisdiction as outlined in the Constitution, By-Laws, Rules of Order, and Jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, and as amplified by the Atlanta and Rochester decision referred to therein. Specifically, but without limitation, jurisdiction shall include the following:

All piping (including all pipe formations, component parts and controls) for the installation of the following systems:

Plumbing, heating, air conditioning, hydraulic, pneumatic, generating, instrument, ash collecting, conveying, sterilizing, product and material handling, chemical treatment, deodorizing, cleaning, laundry, oil, gas, gas venting, gasoline and refrigeration, ice making, humidifying, dehumidifying, dehydrating and all process piping of every description.

The handling, setting and erecting of all equipment in conjunction with the systems listed above.

The installation of all supports, brackets and hangers for above-listed systems and equipment.

The installation and maintenance of all temporary heating systems where piping systems are necessary.

The start-up of all automatic firing, refrigeration and air conditioning equipment.

The foregoing paragraph shall be subject to national tradeline agreement between the United Association and other building trades' unions, or in decision of record in the so-called "Green Book" which the United Association has participated in and agreed to.

Notwithstanding any other provisions in this section, the Employer may purchase, and employees covered by this Agreement may install, "manufactured components" which are to become part of the heating, cooling or industrial piping system, if said components are specified by the owner for the purpose of factory pretesting or factory warranty protection. This provision for "manufactured components" refers to skid mounted boilers, skid mounted vessels, skid mounted pumps, skid mounted air conditioners or heating mechanical equipment. "Manufactured components" do not include piping, valves and appurtenances on convectors, on radiators, on coils, on fan coil units and on other piping equipment not a part of a "Manufactured Component."

Section 9. Fabrication. Employers shall have the freedom to fabricate and install all materials fabricated by United Association Pipefitter/Steamfitter members of a signatory employer. United Association Union Labels shall be required.

ARTICLE III – *Union Security*

Section 1. All Journeymen and apprentice hereunder, members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All journeymen and apprentices covered by this Agreement, hereinafter employed by the Employers, and who is not a member of the Union, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment or the date of this Working Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

Section 2. Either 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 thirty (30) days written notice.

ARTICLE IV – *Hiring*

The Union shall be the exclusive source of referrals of applicants for employment with the Employer.

Section 1. The Union agrees to furnish competent journeymen to the Employer, provided however, that the Employer shall have the right to determine the competency and qualification of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities.

Section 2. When the employer has requested the Union Office to furnish qualified journeymen to perform work within the scope of this Agreement, and the required number of workmen are not furnished, the Employer shall have the right to procure such journeymen from other available sources, provided however, that such workmen procured from other available sources, shall be required to by Employer to make application with the Union not later than sever (7) days after hiring.

Section 3. Selection of applicants for referral to jobs shall be done 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 basis of the sequence in which applicants report to the Union as available for work, provided that an applicant may retain his proper sequence only if he possesses a state license, and if required a municipal license.

Section 4. No Discrimination – There shall be no discrimination in the selection, referral or employment of applicants because of race, color, or national origin in accordance with the existing law.

The above four sections of this Article shall be posted in places where notices to employees and applicants for employment are customarily posted.

Section 5. Construction or Service and Maintenance Pre-Apprentice. The Employer may employ Pre-Apprentices who will assist Journeymen and Apprentices as directed by Employer. Such employment will not be considered to be at a skill level high enough to be given credit as apprenticeship hours or experienced hours to qualify for a license exam. No Employer shall sign a competency card application for hours credited for a Pre-Apprentice. The total rate of pay for a Pre-Apprentice is eighteen dollars (\$18.00). Pre-Apprentices shall be selected from a pool maintained and referred by the Union. A twenty-five cent (\$.25) per hour Working Fee Fund shall be added by the Employer and paid to the Twin City Pipe Trades. Employer will pay the current PTS healthcare premium (currently \$1.85).

ARTICLE V – Union Representation/Access to Jobs

Section 1. Authorized representatives of the Unions 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 the rules of the owner or agent of the owner or construction manager.

Section 2. A Steward shall be a working member in good standing to be appointed by any full time officer of the Local Union. The Employer or representative at the jobsite shall be notified of such appointment and approved by the Employer. The Steward shall not be interfered with in the reasonable performance of the steward's duties provided

such duties are performed as expeditiously as possible. However, such duties shall not include referral, hiring, or termination of employees.

Section 3. When a contractor has twenty or more employees covered under this agreement on any one job, the Steward will be paid foreman rate of pay (\$3.45 as of June 1, 2022 per hour over journeyman scale and \$3.70 as of June 1, 2023 per hour over journeyman scale).

Section 4. The Steward shall be advised when overtime is to be worked unless the overtime results from an emergency.

Section 5. The Steward will not be dismissed for protecting the jurisdiction and working conditions as defined in this agreement. Any violation shall first be brought to the Steward of the trade involved; if not resolved then, it should be brought to the attention of the Foreman, Employer, and Business Representative.

Section 6. The Steward shall remain on the job as long as there is work in the particular classification which the Steward is qualified to perform and so long as there are three (3) employees on the job unless the Steward is no longer qualified or there is a reason to terminate.

ARTICLE VI – *Employer Responsibility*

Section 1. Employers shall carry and keep in force Workers' Compensation Insurance for the benefit of members of the Union and shall pay state and federal unemployment and Employer's share of social security taxes upon all wages paid members of the Union.

Section 2. Copy of Report to Union – The Union shall be furnished with a copy of each Employer reporting from covering all required contributions.

Section 3. Injury – When an employee covered under this Agreement is injured on the job and requires medical attention, he shall get paid for the full day when the doctor recommends he should not report back to work, when proof of doctor's recommendation is given to the Employer.

ARTICLE VII – *Fair Standards*

Section 1. There will be no subcontracting of work historically performed within the bargaining unit except to other Employers signatory to this agreement.

Section 2. No employer or contracting master shall employ another contracting master and no contracting master shall work for another contracting master or employer on any work under the jurisdiction of the union.

Section 3. No employer shall be considered a fair employer unless the employer maintains a shop in a commercial zone and steadily employs one (1) or more journeymen. Only one (1) person of any firm shall be permitted to work with the tools but in case shall such person work on new construction or any job which requires more than a total of four (4) hours of labor to complete. Service work shall be excluded from Section 3.

Section 4. No employer having a license or a certificate of competency in the fields of plumbing or gas fitting, as required by the state and/or any municipality, shall furnish or make such license or certificate available for any person or company for any purpose. It is agreed that such practice shall constitute a breach of this agreement and the union, in such case, shall have the right to any and all remedies available to it on account of such breach, including but no limited to picketing and refusing to work.

Section 5. No employee working under the conditions of this agreement will provide a master's license for any company without first notifying the local union in writing.

Section 6. Uniformity of conditions. It is the purpose and intention of the parties to stabilize wages and working conditions with in this industry in a manner fair to both employees and employers alike. In the even, however, that it may become necessary for the union to negotiate and agree on terms and conditions of employment more favorable to any employer than herein provided, these more favorable terms and conditions shall immediately become operative for all employers covered by this agreement. This provision shall not apply to specialty fields of work.

Section 7. Moonlighting. Employees covered by the terms of this agreement shall not: act as independent self-employed contractors; compete with employers; or buy material or equipment for their own use as independent self-employed contractors, in or for the performance of work defined in Article II. Employers shall refer in writing to the Union evidence of alleged violations of this article.

Section 8. Double Breasted Clause. Any business enterprise now owned in whole or substantial part by the beneficial owners of the Company covered by this agreement which engages in the same or similar type of business enterprise in the jurisdiction of this Union and employs the same or similar classification of employees covered by this collective bargaining agreement shall be also subject to the terms and provisions of this Agreement upon presentation of authorization cards signed by the majority of said employees. The Union has the right to pull its members from the employer if the employer is employing non-signatory contractors or non-union employees of the same craft.

ARTICLE VIII – *Apprentices*

Section 1. The Pipefitters Joint Apprenticeship Committee shall consist of eight (8) members; four (4) members to be appointed each by the Employers and by the Union.

Each member shall serve upon said committee until his successor is appointed by the party appointing him. Said Committee shall have the power:

- A. To make rules and regulations for the conduct of its business, including provisions for defraying the expenses of the Committee in the administration and enforcement of the Apprenticeship standards.
- B. To construe and apply the terms of the Apprenticeship Standards to effectuate the purpose for which they were written.
- C. To investigate, hear, determine and settle any dispute or controversy arising out of, connected with, or pertaining to terms, provisions and conditions of the Apprenticeship Standards.

Section 2. Apprentices – Term “Apprentice” as used in this Agreement, shall mean only those apprentices certified by the Joint Apprenticeship Committee, as set up by the Union, and the Employers, and no apprentice shall work as a journeyman until certified as a journeyman by the Joint Apprenticeship Committee. Apprentice wage rates and ratio to journeymen shall be determined by the Joint Apprenticeship Committee.

Section 3. Any contractor bound by the terms of this Agreement shall also be bound by the Apprenticeship Standards as set fourth by the Pipefitters Joint Apprenticeship Committee.

Section 4. The Joint Apprenticeship Committee shall advertise and conduct OSHA 10-hour construction classes.

Section 5. Apprentices will work under direct supervision of a Journeyman.

Section 6. Apprentices shall be employed at one (1) apprentice for the first Journeyman and one (1) apprentice for every three (3) Journeymen thereafter.

ARTICLE IX – *Benefits and Other Funds*

(a) Health and Welfare Fund and Retiree Health Trust

The Employer shall bear the entire cost of financing and administering the Health and Welfare Fund and Retiree Health Trust, through payments to be made for employees working within the jurisdiction of the Union in the amounts as set forth in the Appendix. This fund shall be operated under a Trust Agreement executed by the parties.

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

(b) Credit Union

It is acknowledged that the sum allocated in the Appendix for Credit Union was originally negotiated as wages and was subsequently allocated by the Union as indicated in the Appendix, with the understanding that each employee is required to take a vacation of at least seven (7) consecutive days within a twelve (12) month period following May 1, provided that the sum so allocated to him are at least equivalent to forty (40) hours times his basic hourly rate. No employee shall do gainful work in the pipefitting industry while on vacation.

(c) Pension Plan

The Employer shall bear the entire cost of financing and administering the Pension Plan, through payments to be made for all employees working within the jurisdiction of the Union in the amounts as set forth in the Appendix. This plan shall be operated under a trust agreement executed by the parties.

(d) Pension Supplement

The Employer shall bear the entire cost of financing and administering the pension supplement plan through payments made for all employees working within the jurisdiction of the Union in the amounts set for the in the Appendix. This plan shall be operated under a trust agreement executed by the parties.

1. In the even the parties establish a participant-directed pension supplement plan, the employees covered by this Agreement shall direct contributions and earnings within guidelines established under a trust agreement executed by the parties.
2. In the event the trustees establish a pension program with a cash or deferred arrangement, employees covered by this Agreement shall have the option of contributing to the cash or deferred plan. A cash or deferred plan is a pension plan or plans that allow for varying contribution rates as selected by the participant.

In the event any of the fringe benefits listed above decreased, for whatever reason, a like amount will be added to the wage or credit union.

If any city, the state, or the federal government passes a new law within the geographic scope of this agreement that requires the employer to provide new paid leave benefits to employees during the life of this agreement, the parties agree that they will meet and confer for the purpose of drafting language to insert into this agreement that will provide an express and unambiguous waiver of such new paid leave requirements if the applicable law so allows.

ARTICLE X – Payments by Employer

Section 1. Failure by an employer to pay wages as stated herein or failure to pay when due the other required payments stated in the Appendix and Article XXII shall constitute a breach of this Agreement and the Union involved shall have all rights afforded to it by law for such breach of this Agreement, including picketing and refusing to work, in addition to and in no way limited by, the grievance and arbitration procedures set forth in Article XVI herein.

The Employer shall pay the other required payments referred to above on or before the 20th day of the succeeding month or the payment shall be considered delinquent.

Section 2. The Employer herein agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the trustees of the various benefit funds, as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made part of this Agreement. The said trust agreements and rules shall be available for inspection during business hours by all Employers and Unions at the office so the trustees of said funds. The Employers subject to this Agreement shall report and pay to the designated office of the benefit funds all contributions required under this Agreement on a periodic basis as determined by said trustees.

Section 3. In the event of default by any Employer in making said contributions and payments, the trustees or the Union involved, acting of behalf of the union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest at the prime rate on any wages or other incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments, for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

Section 4. The Employer herein agrees that he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions and other payments when due herein in the event (a) any joint venture in which he participates with one or more other employers under a separate or different name, or (b) any other party using his license in any manner, directly or indirectly, fails to make such payments when due, notwithstanding that such joint venture or other party operates as a partnership, association or corporation or operates under a name or style which is similar or different from the name ordinarily used by the Employer herein, and irrespective of his right to reimbursement from others.

Section 5. Bonding Delinquent Employers. In the event that an Employer fails or refuses to pay any of the payments due to the fringe benefits as outlined in the Appendix, and is so in default for a first instance during a twelve month period, such defaulting

Employer within seven (7) days after such first instance, shall pay all arrearages owing to said fund or any of them and shall, in addition, post a bond approved by and deposited with the Twin City Pipe Trades Service Association or deposit cash in an amount fixed by the Service Association, conditioned and sufficient to pay all the payments due to all of said funds for a period of at least three (3) months in advance, and require the Employer to pay contributions once a week not later than three (3) working days (excluding Saturdays, Sundays, and holidays) after the close of the period for which contributions are due. Such weekly payment requirements shall continue for a period of fourteen (14) months.

Section 6. Weekly Payments. In addition to and not in lieu of all other remedies, if an Employer is delinquent once in paying required payments within a twelve (12) month period, the Union or Service Association shall, upon written notice, require the Employer to pay the required payments once a week not later than three (3) working days (excluding Saturdays, Sundays and Holidays) after the close of the period for which required payments are due. The weekly payment requirement shall continue for a period of twelve (12) months. When making such payments, the Employer shall pay to the Twin City Pipe Trades Service Association two dollars (\$2.00) per weekly contribution report for additional administrative costs.

If the Employer defaults in timely payments of required weekly contributions, the Union, shall, upon written notice, refuse to work and/or cancel and terminate forthwith, this Agreement with such Employer.

ARTICLE XI – *Reporting Pay*

Any employee after being hired and reporting for work at the regular starting time and for whom no work is proved shall receive pay for two (2) hours at the established hourly rate unless he has been notified before leaving home not to report, and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. However, the exception shall be when weather or strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby, or when an employee leaves work on his own accord.

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

ARTICLE XII – *Payday*

Wages at the established rates shall be paid in the shop, on the job, mailed to and received at the employee's designated address, or direct deposited once a week not later than four (4) days (excluding Saturdays, Sundays, and Holidays) after the close of the period for which wages are due. Employees shall be furnished a pay stub weekly if paid by direct deposit. The pay stub can be furnished electronically. This also applies to employees that are laid-off or terminated by the employer. The employer will be responsible to pay two (2) hours pay for every working day (excluding Saturdays, Sundays, and Holidays) that the employee has to wait.

ARTICLE XIII – *Conditions of Employment*

Section 1. Tools. Union members shall furnish no tools or equipment by loan, rentals or otherwise.

All workmen shall accept the responsibility for the proper care of all tools, and/or equipment furnished by the individual Employer. Any workman who abuses the provisions of this section shall be subject to investigation by the Joint Labor Board and any disciplinary action it levies.

Section 2. Other Conditions of Employment. Journeymen and registered apprentices, parties to and recognized under this Agreement, shall not be required as a condition of employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation shall be provided by the Employer.

No journeyman or master shall drive a vehicle in pursuit of his craft unless the vehicle bears the name of the Employer.

No employee shall directly or indirectly, or by subterfuge, contract any work covered by the terms of this Agreement. No employer shall directly or indirectly, or by any subterfuge, sublet or contract to members of the Union all or any part of the labor services required by any contract of such Employer.

Section 3. All Local 539 members working in Local jurisdiction must work for an Employer having signed Local Agreement. Anyone found guilty of violating this rule may be dismissed by the Employer.

Section 4. All employees will be required to complete an approved First Aid Course on employee's own time. Ten hours training for Journeyman enforced by the Union.

Section 5. Responsibility for Work. Any work installed incorrectly through the willful negligence of the journeyman shall be corrected by the journeyman on their own time or by paying for the time of another journeyman correcting same, provided that the journeyman, if at fault, has been given an opportunity to correct such faulty workmanship her/himself.

ARTICLE XIV – *Work Stoppage*

Section 1. Picketing; Work Stoppage. Refusal to pass through a lawfully permitted picket line will not constitute a violation of this Agreement.

Section 2. Conditions Where Work Stopped. When a work stoppage occurs on a job site, and men are assigned to other non-stuck projects either by Union or Employer, the Union will make a special effort to return the men to their former Employer. Supervisory personnel will be permitted the right to cross a picket line to secure tools and equipment of Employer.

ARTICLE XV – *Supervision*

Section 1. Foremen rate of pay shall prevail for the employee who is assuming full responsibility for any job requiring setting sleeves, reading plans, expediting materials and representing the Employer in meetings with architects, engineers, general contractors or their representatives on the general program of work for any job. No foreman shall supervise more that one job that requires a full time foreman and it is mandatory that there be a foreman whenever four (4) or more journeymen and apprentices are employed on a job, or when the mechanical contract exceeds \$50,000. The selection of general foreman and/or foreman is the responsibility of the Employer in keeping with this Agreement. When making such selection, consideration will be given to qualified persons available from Local 539.

Section 2.

Supervision on the Jobsite		
Employees	Foreman	General Foreman
1-9	1	-
10-14	2	-
15-19	1	1
20-24	2	1
25-29	3	1
30-34	3	2
35-39	4	2

ARTICLE XVI – Grievances

Section 1. A committee shall be appointed by majority vote of the parties hereto upon the execution of this Agreement to be known as the Joint Labor Board. Said Board shall consist of six (6) members, three (3) members to be appointed each by the Employers and the Union. Each member shall serve upon said Board until his successor is appointed by the party appointing him. Said Board shall have the power:

- A. To make rules and regulations for the conduct of its business including provisions for defraying the expenses of the Board in the administration and enforcement of this Agreement.
- B. To construe and apply the terms of the Agreement to effectuate the purpose for which it is made.
- C. To investigate, hear, determine and settle any dispute or controversy arising out of, connected with, or pertaining to the terms, provisions and conditions of this Agreement.
- D. To award damages and assess costs and expenses for any breach or violation of this Agreement.

Section 2. Any person for whose benefit this Agreement is made, aggrieved by the decision or award of the Board, may as herein provided but not otherwise, within ten (10) days after written notice of said decision or award, demand that said controversy or dispute be submitted to arbitration proceedings, as provided herein. Said demand shall be in writing and may be served within the said ten (10) days, upon any member of said board in the manner provided for the service of a Summons in the District Court of Minnesota.

Section 3. Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiation between the Union and the Employer. Any controversy, which cannot be so settled promptly, shall be referred to an Arbitration Board composed of two (2) representatives of the Union, (2) representatives of the Employer, and these four (4) shall select a fifth impartial person. (If the first four (4) cannot agree upon the fifth member within five (5) days, then the State Labor Conciliator upon request of either party shall be selected as said impartial members, in the following manner: Each side shall in rotation strike one name until four are eliminated, leaving the fifth as the impartial member. The side entitled to the first strike shall be determined by lot).

Section 4. The majority decision of this board shall be final and binding on both parties. All complaints must be registered within thirty (30) days by either party to this Agreement, and the decision reached within ten (10) days. If dispute is in regard to hours or wages, the settlement shall be retroactive as of the date of violation.

Section 5. Should any person fail to comply with the award of the arbiters as herein provided, upon the parties hereto may proceed as provided by the Minnesota Statutes of 1999, Section 572.08 to 572.30, inclusive.

Section 6.

- a) In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the National Joint Board or any successor agency of the Building Trades Department.
- b) “Decisions rendered shall be final, binding and conclusive on Employers that are parties to or have adopted this Agreement and on all Unions affiliated with a national or international Union that is a member of the Building and Construction Trades Department, whether or not parties to this Agreement”
- c) “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 Union involved in the jurisdictional dispute have any members employed by the Employer and or not, the Unions involved are in agreement with the Employer.”

ARTICLE XVII – *Temporary Heat*

Section 1. All temporary heat is recognized as the work of the heating contractor, maintenance by United Association members rather than some other craft wherever temporary heat is used. The same now applies, by extension of the original Agreement, to gas and oil-fired equipment and to refrigeration and air conditioning and other installations. This means that it is optional with the owner or Contractor whether to provide for temporary heat, but wherever temporary heat or cooling is provided, then the conditions under which it is maintained shall be governed by this Agreement, as long as all phases of maintenance are recognized as the work of the United Association until the general tests are completed and the job is accepted by the owner.

Section 2. All overtime over eight (8) hours per day and over forty (40) hours per week on a round-the-clock schedule shall be paid for at the rate prescribed in Article XXII.

Section 3. When temporary heating and cooling is on a spot check basis, the minimum time worked shall be one (1) hour per spot check.

ARTICLE XVIII – *Savings Clause*

Section 1. If any provision of this Agreement shall by official governmental authority order or court decision be declared invalid, then such invalid provision shall be of no force or effect. In lieu thereof, the parties shall thereafter negotiate a valid provision.

ARTICLE XIX – *Industry Fund*

Section 1. The Employer shall pay to the Minnesota Mechanical Contractors Industry Fund the sum outlined in the Appendices for every hour worked, including overtime hours, by journeymen, foremen, and general foremen, and apprentices and employees engaged in or performing the duties of any of them within the jurisdiction of the Union.

Section 2. The payments so made shall be used for industry promotional and related purposes, in accordance with the Trust Agreement of said Minnesota Mechanical Contractors Industry Fund.

Section 3. The Employer agrees to abide by the Trust Agreement developed and administered by the Minnesota Mechanical Contractors Association and accepts the Trustees selected and appointed in accordance with said Trust as his representatives and to administer the funds in the possession of said Fund. A copy of an annual audit of the fund made by a certified public accountant shall be given to the Union.

Section 4. The Industry Fund trustees shall have the power, during the term of this contract, to increase the industry fund contribution. The annual maximum increase is \$0.02 (two cents) per hour. The increase would be in addition to the Wage and Fringe Benefit schedule and may only take effect on May 1 of any year. The increase shall take effect by passage of a motion at a valid meeting of the trustees of the Industry Fund.

Section 5. It is agreed that from time to time, at mutual convenient times and places, the trustees will confer with the Union regarding problems of mutual interest in the administration and disbursement of the fund held in trust. Provided, however, that such meeting shall be for discussion purposes only and nothing contained in the preceding sentence shall be construed to obligate, restrict, or limit the right duty of the trustees to administer the trust fund in accordance with the terms and provisions of the trust agreement.

ARTICLE XX - *Duration*

Section 1. All provisions of this Agreement shall be in force and effect beginning June 1, 2022 unless otherwise specifically stated herein, and continue in force for a period ending May 31, 2025, and shall automatically continue in effect thereafter from year to year unless a notice for a change in this Agreement is given in writing by one party to the other at least sixty (60) days prior to any expiration date. Within two (2) weeks of such notification for a change in this Agreement, negotiations shall be commenced by the respective parties.

Section 2. Members of the parties hereto agree to report every grievance or violation of this Agreement to the Joint Labor or any member thereof immediately upon knowledge thereof and may be fined for not doing so. Such grievances or violations may be settled forthwith by duly authorized agents of the parties hereto. Any person aggrieved by such decision may appeal to the Joint Labor Board within twenty-four (24) hours thereafter and such appeal shall be determined by the Board within ten (10) days after such decision.

ARTICLE XXI – *Renegotiation*

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

ARTICLE XXII – *Working Conditions*

Section 1. Hours of Work. Eight (8) hours of work between the hours of 6:00 a.m. to 5:30 p.m., shall constitute a standard work day. Five (5) working days, Monday thru Friday, inclusive, totaling forty (40) hours, shall constitute a work week.

Employees will be on the job working at the designated start time until the designated quit time, with one-half hour lunch. The employees will be allowed a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Section 2. Overtime. Overtime rates shall apply as follows: All work performed before and after the regularly scheduled eight hour work day shall be time and one half times the rate of pay. Exception: after 8 hours of work on Saturday, and work on Sunday and holidays will be double time.

Section 3. Emergency Work. Emergency work shall be defined as that which is for the protection of life, health and property. Such emergency work performed other than regular working hours shall be paid for at one and one half times the hourly rate of pay if called on same day work is performed.

If there is a grievance about overtime pay, the joint labor board will decide.

Section 4. Night Shifts. There must be at least five (5) consecutive nights of work before the term night shift shall apply. When necessary to work a night shift, the men shall receive 15% over the journeyman rate of pay for a second and third shift.

Section 5. Holidays. Holidays shall be defined as and observed within the territory covered by this Agreement as follows: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or the day observed as such. If one of the holidays above falls on a Sunday, it shall be observed on Monday; if the holiday falls on a Saturday, it shall be observed on Friday. Accordingly, if such an event occurs, work performed on Saturday or Sunday shall be paid at double time for that day; work performed on Friday or Monday will be paid at double the straight time rate also. No work shall be performed on Labor Day except in case of emergency.

Section 6. Adherence. Under no condition shall any one member of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO deviate from the above Article XXII.

Section 7. By mutual consent of the Employer and the Union the starting and quitting time of a normal established work day of eight (8) hours for the one Employer may be set or changed for any or all employees.

Section 8. Four 10-hour days. With the approval of the employee and union, the Employer may initiate a scheduled 10-hour 4 consecutive-day work week, Monday through Friday. The first 40 hours shall be paid at straight time; the next 10 hours shall be paid at time and one half. Any hours worked after 50 hours shall be paid at double time.

Section 9. Travel/Subsistence. Mileage, Subsistence, Travel:

- A) 55 miles by shortest route from navigation site St. Cloud City Hall - no mileage applies.
- B) Next 20 whole miles (56-75 miles) IRS rate per mile. (Changing every January 1, mileage shall be the Internal Revenue Service standard business mileage rate.) by shortest route from navigation site.
- C) Travel in excess of 75 miles (whole miles) by shortest route from navigation site. The rate will be \$50.00 per day.
- D) The employer may pay transportation costs to and from the jobsite at the beginning and completion of the job plus subsistence as described in *B (above)*. All intermediate trips made at the direction of the Employer shall be paid for as described in *B*.

E) When performing work in the jurisdiction of another Local Union the Employer further agrees to pay all transportation, traveling time, reasonable board and room and expenses mutually agreed upon between the Employer and employee while in the jurisdiction of the other Union.

Section 10. Classification and Rates of Pay. Journeymen, foremen and general foremen shall receive hourly rates of pay as set forth in Appendix "A". Apprentices shall receive hourly rates of pay as set forth in Appendix "B".

The amounts may be changed by a written sixty (60) days notices to the Contractor's Association. Any increase to the Working Fee Fund will correspond to a decrease of like amount in the Wage or Credit Union.

Section 11. Benefit Funds. The Employer shall pay into the applicable trust arrangement the required amounts in each of the following funds for each hour worked, including overtime hours at the overtime rate, (for example, for double time hours, all fringes shall be paid double time) by each journeyman, foreman, general foreman, and each apprentice or employee engaged in or performing the duties of any of them within the jurisdiction of the Union. For the purposes of this Agreement, applicable trust arrangement is interpreted to mean employers who have Local Union #539 members working in Local Union #455 jurisdiction will pay Local Union #539 fringes.

Health and Welfare Fund
Retiree Health Trust
Pension Fund
Credit Union
Apprentice and Journeyman Training Fund
Industry Fund
Working Fee Fund
National Pension Fund
Pension Supplement Fund
Industry Promotion Fund
Political Action Fund

The above fringe benefits – Health and Welfare, Pension, Pension Supplement, Credit Union, Apprentice and Journeyman Training, Industry, Working Fee, National Pension, Industry Promotion, and Political Action funds – shall be paid in multiples of one-half (1/2) or full hours. This applies to straight time and overtime rates. All fringe benefits on overtime or shift premium shall be paid at overtime rates.

ARTICLE XXIII – Residential and Maintenance

The parties hereto agree to meet and study problem areas in the Pipefitting industry pertaining to single family dwellings, and also in the maintenance field.

ARTICLE XXIV - *Alcohol and Drug Policy*

Drug testing is allowed by the Employer under these circumstances: reasonable suspicion, pre-employment, post-incident, work opportunity mandated testing (owner, general or government required).

No database.

Allow for use of drug testing strips (commonly called 'quick test'), with use of confirmatory test.

All referrals who receive a negative test result shall be given two hours straight time pay by the Employer.

Any employee required by an employer to provide a specimen for testing during scheduled work hours will be paid compensation and fringe benefits for the actual time away from work.

Should the retest results be non-negative and the employee lose wages due to the initial non-negative test, the Employer shall pay the employee for lost time at the straight time rate if the confirmatory test is negative.

ARTICLE XXV – *Standard for Excellence*

Section 1. Member and Local Union Commitment. To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

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

- Meet their commitment to be ready and alert to put in a full day of work, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual commitment to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives
- Honor and engage in the best safety practices and fulfill the responsibilities set forth in the UA Standard for Safety.

Section 2. Employer and Management Commitment. MCAA/MSCA, PFI, NCPWB, PCA, UAC and NFSA and their signatory contractors are committed to managing their jobs effectively, and as such have the following obligations under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeyworkers and apprentices
- Provide worker recognition for a job well done
- Ensure all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline

- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward and other local union representatives
- Honor and engage in the best safety practices and fulfill the responsibilities set forth in the UA Standard for Safety.

Section 3. Problem Resolution through the UA Standard for Excellence Policy.

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

Member and local union commitment:

- The local union will work with members to correct and solve problems related to the job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where a designated local union representative and UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The local union shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance with the UA Standard for Excellence policy.
- The local union and management will attempt to correct such problems with individual members in the workplace.

- The failure to comply with membership commitment shall be addressed and corrected, as necessary, through appropriate, fair and lawful procedure.

Employer and management commitment:

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

Additional jointly supported methods of problem resolution:

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

Article XXVI – *Standard of Safety*

The UA Standard for Safety is:

- The UA's commitment as a core value, both personal and organizational, to create a mindset intolerant of any exposure to unsafe working conditions or on-the-job injury regardless of the level of frequency or severity.
- Standing up for our commitment, understanding that nothing less than excellence is acceptable.
- One of the defining criteria for excellence.
- Fostering a culture of actively caring for one another's safety every day.

- Value-based and people-centered, where people are a solution to be harnessed, not a problem to be solved.
- Not a competition or tug-of-war between personal and organizational priorities.
- More than numbers or statistics, it is proactive rather than reactive, and communicated in terms of safety as its relationship to people and risk.
- Fostering a workplace where all people are free to speak up to identify safety concerns and organizational blind spots to prevent future incidents; where incidents are viewed as opportunities to learn about and address factors that contributed to an event.
- An environment where coaching, given and received, is not viewed as a confrontation but always an opportunity to share a concern, to learn and build relationships.
- Remembering our past while embracing new possibilities, not limiting our thoughts and ideas to the past, but envisioning the future and challenging ourselves to rise to the new possibilities.

UA Member Commitment

- Commit to working safely because it is a personal core value, one that should never be compromised, for yourself, your family or your coworkers. Take pride in working safely.
- Actively care for one another's safety.
- Do the right thing and never take shortcuts or compromise safety in any way for the sake of getting the job done.
- Lead by example with safety every day on every job.
- Participate in daily pre-planning of the work. Recognize hazards and never ignore or overlook something unsafe.
- Be willing to speak up when something is not safe and work together to bring ideas and solutions to eliminate the hazard and prevent future incidents.
- Be an active participant in all required training and safety meetings.
- Take advantage of all available training opportunities.
- Bring forward ideas from a design perspective to perform work safer with less risk.
- Ensure that you understand how to do the task safely before beginning, and ensure you have and use all the necessary tools and protective equipment.
- Be accountable through the UA Standard for Safety and the UA Standard for Excellence.

Signatory Employer Commitment

- Adopt safety as a personal and organizational core value. Partner with the UA and industry groups to drive safety in the workplace as a clear value that should never be compromised and that should be advanced through proactive steps and planning.

- Foster a culture of caring within your organization.
- Align safety with production so that one is not compromised for the sake of the other.
- Lead by example with safety at all levels of the organization.
- Pre-plan the work, communicate the plan and involve workers in the creation and execution of the plan. Address all safety hazards that may arise before work begins and as work progresses.
- Empower people to speak up when something is unsafe. Work together to find effective solutions to ensure a safe work environment.
- Ensure all workers have the required training before engaging in a task.
- Encourage those in supervisory roles to take additional safety and health training.
- Adopt prevention-through-design strategies, seeking new ways for people to perform a task with less risk.
- Provide adequate resources to ensure workers have the appropriate information, tools and protective equipment.
- Foster a culture of balancing accountability with safety, and balancing accountability with learning.

Safe practices should be second nature to every Local 539 member, and all Local 539 members should demand such practices of one another. If you see someone doing something that is unsafe, call them on it. Don't ignore it. Demand that they do what's safe, not just what's convenient at the time.

Section 1. Member and Local Union Responsibilities

- Take pride in working safely
- Never take shortcuts or chances
- Always wear the proper personal protective equipment
- Pay attention at safety meetings
- Don't try something if you don't know how to do it
- Make sure your work area is clean and well lit
- Keep walkways clear
- Focus on your task at hand
- Know where the exits are
- Lift with your legs and push rather than pull a heavy load
- Inspect all rigging equipment prior to use
- Remove defective equipment from service immediately
- Never work under a suspended load
- Use and place ladders carefully
- Never stand on the top two rungs of a ladder
- Fall protection to be worn when exposed to a fall of 6 feet or more
- Never attempt to move a person who has fallen unless they are in immediate danger
- Learn CPR, first aid, and emergency procedures
- Don't overload electrical outlets

- Report near misses
- Keep hazardous substances off of skin and clothing
- Report exposures to your employer
- Know the hazards of the materials you work with
- Never take lunch boxes into work areas where chemicals may contaminate your food
- Carry sharp tools with the points down
- Lock-out tag-out machinery before repairing it and prove that it is de-energized
- Inspect tools for damage and repair or remove from service
- Check for fraying on power cords
- Have properly guarded tools
- Dress right for heat or cold
- Long hair should be tucked away under hard hat or cap, especially when working around moving equipment
- Always wear long sleeved shirts when working with welders or around steam
- If you wear prescription glasses, have your eyes checked annually
- Stay alert and get the proper amount of sleep
- When taking medications, know the side effects such as dizziness, etc.
- When working shift work, never drink alcohol within 8 hours of your shift
- All UA jobs have zero tolerance for drugs and alcohol
- In the hot summer months, drink plenty of water to stay hydrated and avoid heat stroke
- Cell phones are to be used at break and lunch time only
- Always put caps on oxygen and acetylene bottles when transporting them

Section 2. Employer and Management Responsibilities

- Store flammables correctly
- Lock-out tag-out machinery before repairing it
- Check for fraying on power cords
- Remove unsafe tools from service
- Have properly guarded tools

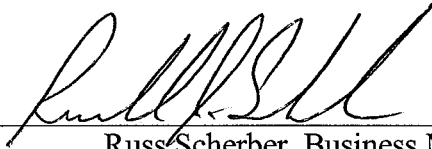
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their proper and duly authorized officers and representatives, effective as of the date herein set forth.

MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION



Steven G. Pettersen, Executive Vice President

PIPEFITTERS LOCAL NO. 539



07/01/2022

Russ Scherber, Business Manager

FOR THE EMPLOYER:

Name of Association or Business

Signature

Title

Signature

Title

FOR THE UNION:

Local Union No. 539

Local Number

Signature

Title

Signature

Title

Appendix "A" – Journeyman Rates of Pay

Pipefitters Local #539 St. Cloud Area 03
Benefit Rates

	<u>Former</u> <u>Rate</u>	<u>Amount</u> <u>Of</u> <u>Change</u>	<u>Rate</u> <u>Effective</u> <u>6/1/2022</u>
Credit Union	\$3.00		\$3.00
Working Fee Fund	\$1.52		\$1.52
Total Taxable	\$4.33		\$4.52
Pension	\$12.76		\$12.76
Pension Supplement	\$5.19	\$0.52	\$5.71
Health & Welfare	\$9.35	\$0.73	\$10.08
Retiree Health Trust	\$1.55		\$1.55
Apprentice Training	\$0.75	\$0.25	\$1.00
Industry Fund	\$0.20		\$0.20
Int'l Training Fund	\$0.10		\$0.10
Total Non-Taxable	\$29.90	\$1.50	\$31.40
Total Benefit Rate	\$34.42	\$1.50	\$35.92

Pipefitters Local #539 St. Cloud Area 03
Wage Rates

	<u>Former</u> <u>Rate</u>	<u>Amount</u> <u>Of</u> <u>Change</u>	<u>Rate</u> <u>Effective</u> <u>6/1/2022</u>
Journeyman	\$38.72	\$2.00	\$40.72
Foreman	\$42.17	\$2.00	\$44.17
General Foreman	\$44.07	\$2.00	\$46.07

Total Wage and Fringe Benefit Hourly Increases

	Effective June 1, 2022	Effective June 1, 2023	Effective June 1, 2024
Journeyman	\$3.50	\$3.30	\$3.20
Foreman	\$3.50	\$3.55	\$3.20
General Foreman	\$3.50	\$3.80	\$3.20

Appendix "B" – Apprentice Rates of Pay

Pipefitters Local #539 St. Cloud Area 03
Apprentice Benefit Rates Effective 6/1/2022

<u>Fund</u>	<u>AA</u> <u>1st-2nd Yr.</u>	<u>AF</u> <u>3rd-5th Yr.</u>
Pension	\$8.00	\$8.00
Pension Supplement	\$0.50	\$3.00
Health & Welfare	\$13.21	\$11.45
Retiree Health Trust	\$0.00	\$1.55
Apprentice Training	\$0.76	\$0.76
Industry Fund	\$0.20	\$0.20
Intl. Training Fund	\$0.10	\$0.10
Total Non-Taxable	\$22.77	\$25.06
TCPT Taxable	\$5.69	\$5.69
Total Taxable	\$5.69	\$5.69
Total Benefit Rate	\$28.46	\$30.75

Fringe Benefits are to be paid at the overtime rate for all overtime including shift work

Pipefitters Local #539 St. Cloud Area 03
Apprentice Wage Rates

<u>Year</u>	<u>Trade Code</u>	<u>Former Rate</u>	<u>Amt. of Change</u>	<u>Effective 6/1/2022</u>
1st	AA	\$17.93	\$1.13	\$19.06
2nd	AA	\$23.05	\$1.37	\$24.42
3rd	AF	\$24.41	\$1.55	\$25.96
4th	AF	\$31.00	\$1.86	\$32.86
5th	AF	\$37.58	\$2.18	\$39.76