

Pipefitters

Labor Agreement between the Metropolitan Council and United Association, Pipefitters

Local Union No. 455, AFL-CIO

For the Period 05-01-22 through 04-30-25



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PREAMBLE

This *Agreement* is entered into between the Metropolitan Council, hereinafter referred to as the *Employer*, and the United Association, Pipefitters, Local Union No. 455, AFL-CIO, hereinafter referred to as the *Union*.

The purpose of entering into this Agreement is to 1) achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned; 2) set forth rates of pay, hours of work and other conditions of employment as have been agreed upon by the Employer and the Union; and 3) establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.

ARTICLE 1 – RECOGNITION

Section 1.01 – Bargaining Unit Description

The Employer recognizes the Union as the exclusive representative of all its employees whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement who work more than 67 workdays per year and more than 14 hours per week.

Section 1.02 – Modification of Unit Description

Disputes which may occur over the inclusion or exclusion of a new or modified job position within the bargaining unit shall be referred to the Bureau of Mediation Services, State of Minnesota, for determination.

ARTICLE 2 – EMPLOYER RIGHTS

Section 2.01 – Right to Manage and Operate

The Employer retains the sole right to operate and manage all employees, facilities, and equipment in whatever manner necessary to meet statutory requirements or resolutions of the governing body of the Metropolitan Council. This right shall be limited only to the extent that it is limited by this Agreement.

Section 2.02 – Right to Change Terms and Conditions of Employment

Any term or condition of employment not explicitly established by this Agreement shall remain with the Employer to modify or alter as it sees fit by written administrative or personnel policies, or by Metropolitan Council resolutions.

ARTICLE 3 – UNION RIGHTS

Section 3.01 – Dues Deduction

The Employer shall deduct from the wages of employees, who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies deducted shall be remitted as directed by the Union.

Section 3.02 – Union Stewards

The Union may designate one (1) employee from the bargaining unit to act in the capacity of Union Steward at each primary work location. The Union shall notify the Employer of the names of all Union Steward(s). Union Steward(s) shall be granted reasonable time off, with pay, for the purposes of 1) presenting grievances under this Agreement to the Employer, 2) representing bargaining unit employees in the pre-arbitration conferences conducted for the purpose of resolving such grievances, and 3) representing bargaining unit employees in disciplinary conferences conducted by the Employer when requested by the involved employee(s) to do so. Stewards shall, prior to leaving their assigned work for such purposes, obtain the permission of the Employer's authorized representative.

Section 3.03 – Visitation

Upon notification to a designated Employer supervisor, the Business Manager of the Union or a designated representative shall be permitted to enter facilities of the Employer where employees covered by this Agreement are working provided no interference with plant operations occurs as a result.

ARTICLE 4 – PROBATIONARY PERIODS

All newly hired personnel shall serve a six (6) month probationary period during which time the employee shall demonstrate fitness and ability to perform the job position's duties and responsibilities. At any time during the probationary period an employee may be terminated at the discretion of the Employer. An employee terminated during the probationary period shall receive a written notice of, and reasons for, such termination.

ARTICLE 5 – HOURS OF WORK

Section 5.01 – Workday and Work Week Defined

The normal workday shall be eight (8) consecutive hours of work, Monday through Friday.

Subd. 1. Day Shift Defined – The day shift shall be an eight (8) consecutive hour work shift which begins between the hours of 7:00 a.m. and 9:00 a.m., excluding a thirty (30) minute unpaid meal period.

Subd. 2. Afternoon Shift Defined – The afternoon shift shall be an eight (8) consecutive hour work shift which begins between the hours of 3:00 p.m. and 5:00 p.m., including a twenty (20) minute meal period.

Subd. 3. Night Shift Defined – The night shift shall be an eight (8) consecutive hour work shift which begins between the hours of 11:00 p.m. and 1:00 a.m., including a thirty (30) minute meal period.

The normal workweek shall be Monday through Friday.

Section 5.02 – Uniform Scheduling

Changes in an employee's scheduled workday or normal work week, for other than a temporary assignment, shall be preceded by a seven (7) calendar day written notice to the employee, a copy of which shall be sent to the Union. The Employer shall select only one starting time for each shift at each primary work location which shall conform with the shift starting times described by the provisions of this Article, unless other starting times have been mutually agreed to by the parties at any primary work location.

Section 5.03 – No Work Guarantee

This article shall not be construed as, and is not a guarantee of, any hours of work per normal workday or normal workweek.

Section 5.04 – Punctuality Required

All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at their assigned work location until the end of the workday, unless otherwise directed or excused by their supervisor.

Section 5.05 – Reporting Pay Minimum

Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours, at the basic hourly rate, unless notification has been given not to report for work prior to leaving home or during the previous workday.

ARTICLE 6 – OVERTIME

Section 6.01 – General

Employees are subject to reasonable overtime work assignments on a scheduled or unscheduled basis. All overtime work must be approved in advance by the employee's immediate supervisor. Employees shall be provided with as much advance notice of required overtime work as is reasonable, possible and practical under all of the circumstances.

Section 6.02 – Overtime Pay

One and one-half (1-1/2) times the basic hourly rate and the fringe fund contributions set forth in Appendix "A" of this Agreement shall be paid for all work performed in excess of eight (8) hours during a normal workday and all work performed on a sixth (6th) day during a seven (7) calendar day period.

Two (2) times the basic hourly rate and the fringe fund contributions set forth in Appendix "A" of this Agreement shall be paid for all work performed on a day recognized by this Agreement as a holiday, all work performed on a seventh (7th) day during a seven (7) calendar day period, and all work performed in excess of twelve (12) consecutive hours in a twenty-four (24) hour period.

Section 6.03 – No Duplication

For purposes of calculating overtime pay, only one (1) overtime premium shall be applied to any one (1) hour of work. If more than one (1) overtime premium is applicable, the highest applicable premium shall be used to calculate the employee's overtime pay.

ARTICLE 7 – CALL-BACK

Section 7.01 – General

All employees are subject to being called back to work before or after their scheduled workday or scheduled work week by the Employer.

Section 7.02 – Call-Back Pay

Employees called back to work within the meaning of this Article shall receive a minimum of four (4) hours' pay at their basic hourly rate. The hours worked during a call back shall be compensated in accordance with Article 6 (Overtime), when applicable, and shall be subject to the minimum established above. Employees who are called back four (4) hours or less prior to the start of their normal workday, shall complete the normal workday and be compensated only for the overtime hours worked in accordance with Article 6 (Overtime).

ARTICLE 8 – WAGES AND FRINGE BENEFITS

Section 8.01 – Wage Rates and Fringe Benefit Contributions

The basic hourly wage and all fringe benefit fund contributions provided by this Agreement shall be paid for all time actually worked by employees within the scope of the bargaining unit. No such wage or fringe benefit payment shall be made for time not actually worked.

Subd. 1. Wage Rates – The basic hourly rate of pay for each bargaining unit job classification is set forth in Appendix "A" which is attached to and made a part of this Agreement.

Subd. 2. Fringe Benefit Fund Contributions – The Employer shall contribute the amounts specified to those certain fringe benefit funds which are set forth in Appendix "A" which is attached to and made a part of this Agreement.

Subd. 3. On-Call Status – When an employee is required to be “on call,” s/he shall receive 6 hours of pay at time and one-half (1-1/2) their hourly rate for 24 hour – 7 days per week coverage.

An employee assigned to be on-call shall:

- a. Be available to receive a call at the phone number provided on the Employer's on-call list or at an Employer-provided cell phone.
- b. Respond to all calls in a timely manner (less than two (2) hours).
- c. Be within cell phone range, fit and available for duty at all times while on-call.

Section 8.02 – Fringe Benefit Fund Administration

Employees shall not be eligible for, be governed by, or accumulate any term or condition of employment established by the Metropolitan Council Personnel Code Policy Guide, other labor agreements, personnel policies established by the Employer, or retirement contributions specified by statute. The Employer's fringe benefit obligation is limited to the contributions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the Trustees of the various funds to which the Employer has forwarded contributions.

Subd. 1. Remittance – All fringe benefit contributions established by the provisions of this Agreement, shall be forwarded to the Pipe Trades Fringe Benefit Account No. 3102-574.

Subd. 2. Reallocation – In the event the Union determines to allocate any or all of the basic hourly rate to a fringe benefit fund established by the provisions of this Agreement, the basic hourly rates of pay set forth in Appendix "A" of this Agreement shall be reduced by the amount allocated to the fringe benefit fund. Changes in fringe benefit contributions and rates of pay shall be effective no sooner than the beginning of the first full payroll period following the Employer's receipt of written notification from the Union as to the requested reallocation.

Subd. 3. Eligibility for Employer-Sponsored Programs – Employees covered by this Agreement shall be eligible to participate in the Employer's flexible spending program and the deferred compensation program as defined by the plan documents. The Employer maintains the right to amend or terminate these plans, however, employees covered by this Agreement shall retain the right to participate in these plans as they are offered to other employees. Employees covered by this Agreement shall not be eligible for, be governed by, or accumulate any other term or condition of employment established by the Metropolitan Council's Non-Represented Plan, other employee policy or labor agreement not specified in this Agreement, or retirement contributions specified by statute.

Subd. 4. Fringe Benefits for Apprentices – Employees hired as apprentices shall receive the fringe benefits established by the Joint Apprenticeship Committee for apprentice employees and the Employer shall contribute such amounts as may be properly determined by the Committee.

Section 8.03 – Meal Allowance

Employees shall be furnished a meal, or paid \$5.00 for the cost of a meal, in the event they are required to work in excess of twelve (12) consecutive hours.

Section 8.04 – Date of Salary Adjustment

All salary adjustments shall be effective on the first day of the pay period beginning closest to the pay date/general increase date set forth in this Agreement.

ARTICLE 9 – LEAD PIPEFITTERS

Section 9.01 – Selection of Lead Pipefitters

The Employer reserves the sole and exclusive right to select, appoint, hire or remove (for legitimate business reasons) personnel in the job classification of Lead Pipefitter without regard to the provisions of this Agreement. Personnel appointed to such job classification shall serve in that capacity at the pleasure of the Employer. In the event an employee is removed from the Lead Pipefitter job classification, s/he shall be employed in any lower paid bargaining unit job classification except Apprentice Pipefitter.

Section 9.02 – Lead Pipefitter Ratio

At any primary work location requiring from two (2) to fourteen (14) employees inclusive, a Lead Pipefitter shall be employed therein, i.e., no Lead Pipefitter shall be required to supervise more than thirteen (13) employees. An additional Lead Pipefitter shall be designated for each additional thirteen (13) employees or fraction thereof employed on the same job.

Section 9.03 – Compensation for Working in Higher Classification

In the event of the absence of an employee assigned to the job position Lead Pipefitter for more than one (1) normal workday, the vacant position shall be filled by a temporary assignment of an employee from the bargaining unit. All temporary assignments shall be made only at the direction of an employee-designated supervisor. Employees classified as Pipefitter who are temporarily assigned to a higher paid job position shall be paid at the hourly rate of the higher paid job position for all hours worked in the higher paid job position.

ARTICLE 10 – WORK LOCATIONS

Section 10.01 – Normal Work Locations

All employees shall be assigned to a work location at their time of employment. For the purposes of this Agreement, the term work location shall be defined as the following work areas: Maintenance Business Unit (which includes Metro Plant, East Business Unit, Seneca Business Unit, Blue Lake Business Unit, Interceptor System).

Section 10.02 – Work Location: Reassignment

The Employer may assign employees to any facility or location other than the work location to which they are regularly assigned. Employees will be given a seven (7) calendar day notification period. Selection criteria for work location assignments will be based on legitimate business needs, and not for punitive or disciplinary purposes. Voluntary transfers and seniority will be considered.

Employees assigned to a work location other than their regularly assigned work location during a normal workday shall be furnished transportation or be compensated for mileage for driving to the facility at the rate determined by the Employer for use of private vehicles.

It is not the intention of the Employer to have employees use their private vehicles to transport soiled uniforms, PPE or necessary tools.

ARTICLE 11 – HOLIDAYS

Section 11.01 – Holidays Defined

The following seven (7) days shall be designated as holidays:

New Year's Day	January 1
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When New Year's Day, Juneteenth, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these four (4) holidays fall on a Saturday, the preceding Friday shall be considered the designated holiday. Holidays shall be considered non-workdays.

Section 11.02 – Holidays Worked

If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be called back to work on a holiday in accordance with the provisions of Article 7 (Call Back). Employees working on a designated holiday shall be compensated at the rate of two (2) times their basic hourly rate for all hours worked.

ARTICLE 12 – DISCIPLINARY PROCEDURES

Section 12.01 – Discipline for Just Cause

The Employer shall have the right to impose disciplinary actions on employees for just cause.

Section 12.02 – Forms of Discipline

Disciplinary actions by the Employer shall include only the following: Oral Reminder, Written Reminder, Decision-Making Leave (DML), and Discharge.

Section 12.03 – Appeals

Written reminders or discharges of employees may be processed through the grievance procedure of this Agreement, provided that, if no appeal is made of such disciplinary action within seven (7) calendar days of its occurrence, the right of appeal is waived.

Section 12.04 – Union Representation

Upon their request, bargaining unit employees shall be afforded representation by a Union Steward in the event they are questioned by the Employer during an investigation into conduct, which may lead to disciplinary action.

ARTICLE 13 – ABSENCES FROM WORK

Section 13.01 – Notification of Absences Required

Employees who are unable to report for their normal workday have the personal responsibility to notify their immediate supervisor or, in their immediate supervisor's absence, his/her designee, the Shift Manager or Plant Manager, or his/her designee, on duty, of such absence as soon as possible, but in no event later than one (1) hour prior to the beginning of the normal workday.

Failure to make such notification may be grounds for discipline. Failure to report for work without notification for three (3) consecutive normal workdays shall be considered a quit by the Employer on the part of the employee.

Section 13.02 – Authorized Absence

Employees shall be permitted absences without pay for reasons associated with illness, injury, personal business or vacation not to exceed forty (40) workdays during each calendar year provided the provisions of this Article respecting sick leave notification are followed and that all other absences are scheduled and approved in advance.

Section 13.03 – Leaves of Absence

Bargaining unit employees may request and be granted unpaid leaves of absence in accordance with the provisions of applicable law (i.e., for military service, jury duty, parental leave, service to the Union or other purposes defined by applicable federal or state statute) and in accordance with the provisions of this section. All leaves of absence must be requested and approved in advance to be effective and they shall not be considered to be absences within the meaning of Section 12.02 (Authorized Absences) of this Agreement.

Subd. 1. Long-Term Medical Leaves – An employee who satisfactorily demonstrates his or her disability due to illness or injury shall, upon request, be granted a medical leave of absence for the duration of the disability beyond seven (7) consecutive workdays.

Subd. 2. Administrative Leave – Upon good cause shown, satisfactory to the Employer's General Manager, an employee shall be granted an administrative leave for the purposes and duration approved by the General Manager.

Section 13.04 – Absences from Work

Employees being treated for an on-the-job injury during normal work hours will be given up to two (2) hours' paid leave on three (3) occasions for each injury. Employees will be required to provide medical verification of the doctor's visits to his/her manager.

ARTICLE 14 – SENIORITY

Section 14.01 – Seniority Defined

Bargaining unit employees shall accumulate seniority based on length of continuous service with the Employer. Seniority shall terminate upon retirement, discharge, or quit.

Section 14.02 – Uses of Seniority

Seniority, as defined herein, shall be used for the following purposes:

Subd. 1. Vacation Scheduling – To determine the calendar periods of absence, for vacation purposes, which shall in all cases be subject to the approval of the Employer. Employees requesting an absence from work, for the purpose of a vacation of four (4) days or more, shall make request in writing at least fourteen (14) calendar days prior to the requested date of absence.

Subd. 2 – Layoff – In the event of a reduction in the work force, employees in temporary status will be laid off before regular employees. If it is necessary to lay off employees, the order of layoff will be in the inverse order of their date of hire.

ARTICLE 15 – JURISDICTION

Except as may be modified by the express terms of this Agreement, the Employer retains its basic right to assign work. Disputes, which may occur over work assignments and/or with respect to work jurisdiction, are subject to review under the grievance and arbitration provisions of this Agreement. There shall be no work stoppage, slow down or other disruption of work as a result of such disputes.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.01 – General

This grievance procedure is established for the purpose of resolving disputes with equity and dispatch. The resolution of such disputes in the manner hereinafter provided is considered by the Employer and the Union to be in the public interest.

Section 16.02 – Grievance Procedure

A grievance for the purpose of process under this Article shall be defined only as a dispute involving the application or interpretation of this Agreement. Grievances shall be resolved in the following manner:

Step 1. Upon the occurrence of an alleged grievance, the employee involved, and the Steward shall attempt to resolve the matter on an informal basis with a designated Employer supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within ten (10) calendar days after receiving the written grievance, a designated Employer supervisor shall meet with the Union Business Manager, or a designated representative, and attempt to resolve the grievance. If, as a result of this meeting the grievance remains unresolved, the Employer shall reply in writing to the Union within ten (10) calendar days following this meeting stating the Employer's answer concerning the grievance. The Union may refer the grievance in writing to Step 3 within ten (10) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within ten (10) calendar days following receipt of a grievance referred from Step 2, the General Manager or his/her designee, shall meet with the Union Business Manager, or a designated representative, and attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within ten (10) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceeding shall be conducted by an arbitrator selected by mutual agreement of the Employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the Employer shall then strike one (1) name. The process shall be repeated, and the remaining person shall be the arbitrator.

Section 16.03 – Authority of Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a

decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employees.

Section 16.04 – Arbitration Expenses

The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record.

Section 16.05 – Time Limits

The time limits established in this Article may be extended by the mutual written consent of the Employer and the Union.

ARTICLE 17 – NON-DISCRIMINATION

The terms and conditions of this Agreement will be applied to employees equally without regard to or discrimination for or against any individual because of race, color, creed, sex, age, religion, national origin, sexual orientation or identity, marital status with regard to public assistance, membership or activity in a local commission, disability, veteran status or because of membership or non-membership in the Union. Employees will perform their duties and responsibilities in a non-discriminatory manner and will not discriminate against other employees or members of the general public. The Union will work with the Employer in applying the provisions of this agreement.

ARTICLE 18 – RIGHT OF SUBCONTRACT

Section 18.01 – Right to Subcontract

During the term of this Agreement, the Employer shall not unilaterally subcontract, reassign or transfer work performed by bargaining unit employees if the effect of such actions is to cause the termination of employment or layoff of the regular bargaining unit employees then employed.

Section 18.02 – Prevailing Wage

The subletting, assigning, or transfer of work which would not reduce the normal work opportunities of employees, shall be awarded to employers paying not less than the prevailing wage as established by the Department of Labor and Industry, State of Minnesota, in accordance with Minnesota Statutes 471.345, Subd. 7, and Minnesota Statutes 177.43, Subd. 4.

ARTICLE 19 – DURATION

Section 19.01 – Supplement to Statutes

This Agreement serves as a supplement to the legislation (Minnesota Statutes (1974), Chapter 473) creating and directing the Employer. If any part of this Agreement is in conflict with such enabling statutes, the state statutes shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute.

Section 19.02 – Mutual Agreement to Amend

The Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement, provided this Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any change mutually agreed upon shall be reduced to writing and signed by the parties as an amendment to this Agreement.

Section 19.03 – Savings Clause

Subd. 1 General – This Agreement is entered into with the intention that it in no way violates or is contrary to any state or federal statute. In the event any provision(s) of this Agreement shall be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The parties agree, upon written notice, to enter into negotiations to place the voided provision(s) of the Agreement in compliance with the statute.

Subd. 2 American With Disabilities Act – Reasonable Accommodation

- (a) **Purpose** – The Employer and the Union agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Employer agrees to attempt to reasonably accommodate the known disability of requesting employees or otherwise qualified job applicants in accordance with the provisions of ADA.
- (b) **Process** – Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer shall review the employee's request for reasonable accommodations which may include but is not limited to: equipment purchase or modification, structural modifications, job restructuring, scheduling modification, or job reassignment. The Employer agrees to meet and confer with the Union when such accommodation would result in a conflict with other contract provisions for the purpose of discussing a waiver or modification of said provision. Any waiver of labor agreement must be agreed to by both the Employer and the Union.
- (c) **Confidentiality** – The Union and Employer recognize the importance of maintaining the confidentiality of medical information acquired through the reasonable accommodation process. The Employer shall require a signed

release of information from the employee requesting an accommodation before the Union can participate in the accommodation process.

Section 19.04 – Complete Agreement

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior Agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded.

Section 19.05 – Duration

This Agreement shall take effect May 1, 2022, unless provided otherwise herein, and shall remain in effect until April 30, 2025, and continue in effect from year to year thereafter from May 1 through April 30 of each year unless changed or terminated in the manner provided herein.

Either party desiring to change this Agreement shall notify the other in writing at least ninety (90) calendar days prior to the expiration date of this Agreement. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached in the manner of such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

Section 19.06 – Mutual Pledge

In consideration of the hours, wages, and conditions of employment established by this Agreement and in recognition that the Grievance Procedure herein established is the means by which grievances concerning its interpretation or application may be peacefully resolved, the parties hereby pledge that during the term of this Agreement the Union will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties on the part of any employee covered by this Agreement and the Employer will not engage in, instigate, or condone any lockout of the employees covered by this Agreement.

SIGNATURE PAGE


SIGNED THIS 14th day of June 2022, as the full and complete agreement of the parties and attested to by the signature of the following representatives for the Employer and the Union:

FOR THE EMPLOYER:

FOR THE UNION:


Jun 23, 2022


Mary Bogie **Date**
Regional Administrator
Metropolitan Council


Jun 21, 2022


Tony Poole **Date**
Business Manager
Pipefitters, Local 455


Jun 22, 2022

Marcy Cordes **Date**
Chief Labor Relations Officer
Metropolitan Council


Jun 20, 2022

Doug Loberg **Date**
Business Agent
Pipefitters, Local 455


Jun 21, 2022

Alexis Baker **Date**
Labor Relations Program Manager
Metropolitan Council

APPENDIX "A"

BASIC WAGE RATES

(See Section 8.04 for salary adjustment date)

<u>Classifications and rates of pay</u>	<u>Hourly Contributions Effective 5-1-22</u>
Lead Pipefitter	\$48.85
Pipefitter	\$44.95

<u>Fringe Benefit Fund Contributions</u>	<u>Hourly Contributions Effective 5-1-22</u>
Health and Welfare	\$9.48
Retiree H&W Pre-Funding	\$1.55
Pension	\$12.65
Pension Supplement	\$6.50
Vacation (Credit Union)	\$6.00
Int'l Training Fund	\$0.10
Pipefitter/Apprentice Training	\$1.47
Working Fee Fund	\$1.26

<u>Total Package Compensation</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Journeyman Pipefitter	\$83.96	\$87.26	\$90.46
Lead Pipefitter	\$87.86	\$91.16	\$94.61

2022, 2023 and 2024 GENERAL INCREASES FOR JOURNEYMAN

Effective May 1, 2022, the total hourly compensation shall be increased by \$3.70 per hour.
Effective May 1, 2023, the total hourly compensation shall be increased by \$3.30 per hour.
Effective May 1, 2024, the total hourly compensation shall be increased by \$3.20 per hour. Prior to the effective date of such general increase, the Union shall notify the Employer of the manner in which it shall be allocated to basic wage rates and fringe benefit funds.

Effective May 1, 2022, a Lead Pipefitter will earn \$3.90 more than a Journeyman.
Effective May 1, 2023, a Lead Pipefitter will earn \$3.90 more than a Journeyman.
Effective May 1, 2024, a Lead Pipefitter will earn \$4.15 more than a Journeyman.
Compensation increases for Lead Pipefitters shall be applied to the rate of pay.

STEAMFITTERS-PIPEFITTERS LOCAL NO. 455

APPRENTICE WAGE AND BENEFIT SCHEDULE

ZONE 1 – ST. PAUL

Effective May 1, 2022

Apprentice Pipefitter <u>Total Taxable Wage</u>	<u>Credit Union*</u>	<u>Working Fee Fund</u>	<u>Hourly Wage</u>
1 st year apprentice \$26.11	\$3.00	\$0.63	\$22.48
2 nd year apprentice \$31.33	\$3.60	\$0.76	\$26.97
3 rd year apprentice \$36.55	\$4.20	\$0.88	\$31.47
4 th year apprentice \$41.77	\$4.80	\$1.01	\$35.96
5 th year apprentice \$46.99	\$5.40	\$1.13	\$40.46

When an apprentice welds, the wage rate paid will be at the next increment.

All of the above rates are taxable items.

APPRENTICE FRINGE BENEFITS

Health and Welfare	\$9.48
Retiree Pre-funding for H&W	\$1.55
Pension	\$12.65
Pension Supplement	\$6.50
International Training Fund	\$0.10
Journeyperson-Apprentice Training Fund	\$1.47

METROPOLITAN COUNCIL

AND

UNITED ASSOCIATION, PIPEFITTERS

LOCAL UNION No. 455, AFL-CIO

LETTER OF AGREEMENT

The **Metropolitan Council** and the **United Association, Pipefitters, Local Union No. 455, AFL-CIO** (hereinafter the *Employer* and the *Union*, respectively) are parties to a Labor Agreement (*the Agreement*) which is effective during the period May 1, 2022, through April 30, 2025. This Letter of Agreement outlines additional agreements reached by the parties during the course of the collective bargaining which resulted in the making of the Agreement and which the parties desire to confirm.

LABOR-MANAGEMENT COMMITTEE

The Employer and the Union form a Joint Labor-Management Committee for the continuing purpose of meeting and discussing matters of mutual interest and concern and those which are related to the productivity and efficiency with which the Employer operates. The Committee shall be staffed by members appointed by both parties, and it shall have no authority to change the provisions of the Agreement, engage in collective bargaining regarding the terms and conditions of employment for bargaining unit employees or be construed as a substitute for the grievance procedures of this Agreement.

SENIORITY CLARIFIED

As a result of the 1992 Labor Agreement between the Metropolitan Waste Control Commission and the United Association of Pipefitters, Local Union 455, the parties agreed to a definition of bargaining unit employees. As a result, it was agreed that employees who worked sixty-seven (67) working days or more would accrue bargaining unit seniority regardless of their status as a Temporary or Regular employee. In our discussions leading to the current agreement, the parties agreed to clarify that those employees previously considered Temporary would accrue behind those who were considered Regular employees.

Appendix "A" is a listing of the parties understanding of the order of seniority at the time this agreement was signed.

RANDOM AND REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

It is in the interest of the Union and the Employer to ensure a safe and drug and alcohol free workplace. Therefore, all safety sensitive positions within Local 455 shall be subject to random and reasonable suspicion drug and alcohol testing under Metropolitan Council guidelines and policies.

NOW, THEREFORE, the parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures are below.

FOR THE EMPLOYER:

FOR THE UNION:


Jun 23, 2022

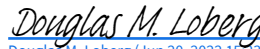
Mary Bogie **Date**
Regional Administrator
Metropolitan Council


Jun 21, 2022


Tony Poole **Date**
Business Manager
Pipefitters, Local 455


Jun 22, 2022

Marcy Cordes **Date**
Chief Labor Relations Officer
Metropolitan Council


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