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**CITY OF MINNEAPOLIS**

and

**MINNEAPOLIS BUILDING AND  
CONSTRUCTION TRADES COUNCIL,  
AFL-CIO, TRADES UNIT**

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**MEMORANDUM OF UNDERSTANDING  
Employer Contribution to Pipe Trades Services Pension Fund**

**WHEREAS**, the City of Minneapolis ("Employer") and the Minneapolis Building and Construction Trades Council, AFL-CIO ("Union") (jointly "the Parties") are parties to a collective bargaining agreement ("Agreement"); and

**WHEREAS**, Minnesota Statutes Section 356.24, Subdivision 1(9), expressly authorizes the Employer to contribute public funds to certain national and local pension funds maintained by plumbers and pipe fitters as a supplemental pension to the coverage received by the Public Employees Retirement Association ("PERA") as long as its employees are covered by a collective bargaining agreement providing for such coverage and the Employer's contribution does not exceed \$5,000 per employee per year; and,

**WHEREAS**, employees in the classifications of Plumber, Plumber/Welder, Foreman/Plumber, Foreman Plumber/Welder, Foreman/Plumber Master in Charge, Pipefitter, Pipefitter/Instrumentation, Foreman Pipefitter and Foreman Pipefitter/Instrumentation, Building Inspector - Plumbing, Building Inspector - Pipe Trades, Lead Building Inspector - Plumbing, Lead Building Inspector - Pipe Trades, Senior Building Inspector - Plumbing, and Senior Building Inspector - Pipe Trades are part of bargaining units represented by Plumbers Local #15 or Pipefitters Local #539.

**WHEREAS**, the aforementioned classifications are eligible to participate as members of the Pipe Trades Services Pension Fund, and have amended their collective bargaining agreement with the Employer to authorize such coverage; and,

**WHEREAS**, the parties have previously authorized participation in the Pipe Trades Services Pension Fund, the local Plumbers and Pipe Fitters pension fund, for the aforementioned classifications; and,

**WHEREAS**, the parties agree to abide by the terms and conditions of the Restated Pension Plan of the Pipe Trades Services Pension Fund; and,

**WHEREAS**, the employees in the aforementioned classifications, which the Union represents, wish to voluntarily reduce their wages and salary to the extent it funds a supplemental pension contribution to the Pipe Trades Services Pension Fund.


**THEREFORE**, the Parties agree as follows:

1. The parties wish to reauthorize the previously signed **MEMORANDUM OF UNDERSTANDING Employer Contribution to Twin City Pipe Trades Pension Trust** with the amendments contained in this new **MEMORANDUM OF UNDERSTANDING Employer Contribution to Pipe Trades Services Pension Fund**.

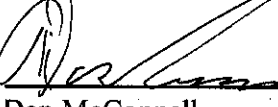
2. Commencing the first pay period after the execution of this **MEMORANDUM OF UNDERSTANDING** and monthly thereafter, the Employer shall, for each of the aforementioned classifications, contribute \$2.33 for each straight time hour paid to a maximum of 2080 hours per year as a supplemental pension contribution to the Pipe Trades Services Pension Fund.
3. These contributions shall otherwise be made by the Employer consistent with the terms and conditions of the Restated Pension Plan of the Pipe Trades Services Pension Fund. The parties specifically agree that no additional employees, other than those employees in the aforementioned classifications, are eligible pursuant to this **MEMORANDUM OF UNDERSTANDING** to contribute as a supplemental pension contribution to the Pipe Trades Services Pension Fund.
4. The Union agrees to indemnify, defend, and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in reliance on the specific provision of this **MEMORANDUM OF UNDERSTANDING**. This hold harmless clause does not hold the Employer harmless for failing to electronically transfer the agreed upon contributions.
5. The Parties intend that the contributions authorized in Paragraph 1 represent a voluntary contribution by employees to a supplemental pension plan to the extent authorized and allowed by applicable federal and state law. The contribution in Paragraph 1 shall be restored to salary or wages for purposes of determining vacation, sick leave, severance, and other benefits under the Agreement, as well as restored to salary for purposes of determining retirement benefits, and contributions to the Public Employees Retirement Association (PERA). For purposes of determining future wages, the Employer shall first restore the amount of the wage reduction in Paragraph 1, then apply the applicable wage multiplier, and then reduce the revised wage.

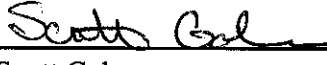
**NOW, THEREFORE**, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives whose signatures appear below:

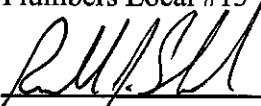
**For the City**

 8-21-19  
 Laura J. Davis Date  
 Director, Labor Relations

**For the Union**

 8/5/19  
 Dan McConnell Date  
 Business Manager  
 Minneapolis Building Trades

 8/21/19  
 Scott Gale Date  
 Business Manager  
 Plumbers Local #15

 8/6/19  
 Russ Scherber Date  
 Business Manager  
 Pipefitters Local #539