

**AGREEMENT**

**Between**

**THE INDEPENDENT TERRAZZO CONTRACTORS OF MINNESOTA**

**And**

**BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1**  
**MINNESOTA / NORTH DAKOTA / SOUTH DAKOTA**  
**CHAPTER #107 AND CHAPTER #5**  
**TERRAZZO MECHANICS & FINISHERS**

**Effective May 1, 2019 and expires April 30, 2022**

This Agreement, between the Terrazzo Contractors of Minnesota and Bricklayers and Allied Craftworkers Local Union 1 Minnesota / North Dakota / South Dakota (Chapters #107 & #5) (herein referred to as the Union). The word "Employer", as used herein shall mean the individual Terrazzo Contractors operating under this agreement.

**ARTICLE 1**  
**STATEMENT OF PURPOSE**

This Agreement is entered into to facilitate peaceful adjustment of grievances and disputes between employer and employee, to prevent waste, avoidable delays and expense, and for the further purpose of securing for the employer sufficient skilled employees, and so far as possible, to provide continuous employment for such labor. Such employment is to be in accordance with the conditions herein set forth, and wages herein agreed upon.

**ARTICLE 2**  
**GEOGRAPHICAL JURISDICTION**

**SECTION 1:** The Union's jurisdiction of Chapter #107 and #5 is Minnesota and North Dakota.

**SECTION 2:** It is understood and agreed that the provisions of this Agreement apply within the Union's territorial jurisdiction.

**ARTICLE 3**  
**WORK DESIGNATION – PART 1**

**SECTION 1:** It shall be understood that the word “Terrazzo” refers to any kind of aggregate, whether crushed or manufactured and then crushed, regardless of the material they are made of, or the name they may be called, and then mixed with cement or any other binding materials in the right proportions, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, window stools and aprons, toilets, bath and shower partitions, mullion caps, cornices, etc., and all places where Terrazzo and Rustic Terrazzo may be used to form a finished surface for practical use, sanitary finish, or decorative purposes when installed by the terrazzo or mosaic methods. This includes trade name materials such as Dex-O-Tex, Selby-Battersby, installed in a manner described as Terrazzo.

**SECTION 2:** The laying of all terrazzo, mosaic, and similar architectural finishes where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, fascia, newel, soffits, window stools, and aprons, etc.; also to prepare and set all concrete cement, temporary grounds where projection in terrazzo occurs, or other foundations or materials that may be required to properly set and complete such work; the laying or bedding of all terrazzo and mosaic with any other material required in connection with the above work; also the imbedding or setting of all strips of metal or any other material which may be used to form joints in and for the terrazzo and mosaic work, shall be the work of the terrazzo and mosaic layers, assisted by Terrazzo Workers Finishers.

**SECTION 3:** The established customs of the Terrazzo and Mosaic trade as to laying, grinding, handling of materials, etc., by helpers shall be maintained. This shall include the handling, whether by hand, wheelbarrow or power buggies, of any and all materials, after they have been delivered to the job site. Such materials shall include sand, cement, chips, and the resinous materials used for terrazzo, mosaic or similar architectural finishes. Mixing by any method, hand or machine, distribution of concrete or mortar underbeds and scratch coats, preparation of any composition or resinous materials to be used in terrazzo, mosaic or other architectural finishes shall be the work of the Finisher. The Finisher shall assist the Terrazzo worker mechanic in all operations pertaining to Terrazzo or architectural finishes, which is the work of terrazzo worker mechanics of Bricklayers and Allied Craftworkers who will be assisted in all of the operations by the Terrazzo Worker Finishers. All operations outlined above, being the work of the Terrazzo Helper, will continue to be the work of the Terrazzo helper under their new title of Terrazzo Worker Finisher.

**SECTION 4:** Casting of all cement, terrazzo, Magnesite Terrazzo, Epoxy Terrazzo, Latex Terrazzo, Dex-O-Tex Terrazzo, and all other similar materials, for the interior or the exterior of buildings, and any other kind of plastic mixtures composed of marble, granite, bluestone, glass, enamel, mother-of-pearl, trap-rock, alundum and all other kinds of chips when mixed with cement, rubber, magnesite, magnesium chloride or other binding materials, when used on floors, ceilings, stairs, saddles, or any other part of the interior of buildings, or any other structures, not considered part of a building.

**SECTION 5:** All beddings, scratchcoat (or screed coat) and the preparation, cutting, laying or setting of all metal, wooden or other kinds of strips for floor; also wood grounds at top of base or wainscot up to ½" thick, when fastened to a finished wall and form, and the laying and cutting of metal, strip or lath or other reinforcements, where mosaic and terrazzo is to be applied. This also includes any patching of Terrazzo or Mosaic Work.

**SECTION 6:** The finishing of cement floors where additional aggregate stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish shall be under the jurisdiction of and performed by the Terrazzo Journeyman.

## **PART 2**

**SECTION 1: SENIORITY.** It is the intention and the desire of the employers and it is hereby agreed to be their policy, to recognize the employees' service in connection with lay-offs, and re-hiring after lay-offs, provided that, in good faith judgement of the employer, the employee is qualified to do the work. This policy shall be the policy of each employer only as to the employees in its own shop. In the event the employer has re-hired all its own employees with shop seniority, the employer shall then give consideration to other qualified Terrazzo Finishers available in the immediate area. Apprentice Finishers will be hired only after all full-scale finishers of the employer are employed or offered the job.

There will be no job seniority for new hires as of May 1, 1997.

**SECTION 2: UNION SHOP.** New employees will be required to join the Union on or after the seventh (7<sup>th</sup>) day following the beginning of their employment.

**SECTION 3: HIRING PROCEDURES.** New employees may apply either to the employers or to the union and will be hired on a non-discriminatory basis.

## **ARTICLE 4 RECOGNITION**

**SECTION 1:** The employer recognizes this Union as the exclusive bargaining agent of Terrazzo Mechanics and Finishers covered under this Agreement, wherever located, including terrazzo work done in shop, except for such employees who may be determined to come under the jurisdiction of a different terrazzo union.

**ARTICLE 5**  
**HOURS OF WORK/OVERTIME**

**SECTION 1: WORKDAY.**

- A. Any eight (8) hours worked per day, exclusive of a one-half (1/2) hour lunch period, between the hours of 7:00 A.M. and 4:30 P.M., Monday through Friday, shall constitute a standard workday
- B. All work performed after 4:30 P.M. or before 7:00 A.M., shall be considered night work and shall be paid \$6.00 per hour over the straight time rate.

**SECTION 2: WORK WEEK.**

- Any forty (40) working hours, Monday through Friday, shall be established as the Work Week.
- The Employer may use direct electronic deposit as a means of wage payment. All other conditions of wage payment shall remain in effect.
- Payment for the workweek will be no later than Friday of the following week.
- Timecards shall be turned in by all employees in accordance to the written policy of the Employer in order to receive a paycheck on pay day.
- Time clocks and electronic timecards are a suitable means of tracking an employee time.

**SECTION 3: OVERTIME.**

- A. All work performed after the forty (40) hour work week shall be paid at the rate of time and one-half.
- B. All work performed after the eight (8) hour workday shall be paid time and one-half on all work covered by the Contract Work Hours.
- C. All work performed after the eight (8) hours in one night shall be paid at the rate of time and one-half the regular rate of pay. (Overtime rates will not be based on the night differential rate.)

**SECTION 4: HOLIDAYS.** The rate of pay on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be Double Time.

**SECTION 5: SATURDAYS AND SUNDAYS:** The rate of pay on all Saturdays and Sundays shall be the rate of time and one-half.

**ARTICLE 6  
WAGES**

The Union shall allocate negotiated increases prior to their effective date. Increases shall become effective on a Monday as follows:

- a) If the effective date (May 1st) falls on a Sunday, Monday, Tuesday, or Wednesday, the allocated increase will take effect on Monday of that week; or
- b) If the effective date (May 1st) falls on a Thursday, Friday, or Saturday, the increase shall take effect on Monday of the following week.

**SECTION 1: A. TERRAZZO FINISHERS (Hired before May 1, 2007)**

Total compensation for the Journeyman Terrazzo Finisher during the period of this Agreement shall be as follows:

	INCREASE	TOTAL
April 29, 2019 to May 3, 2020	\$2.05	\$58.36
May 4, 2020 to May 2, 2021	\$2.05	\$60.41
May 3, 2021 to April 30, 2022	\$2.05	\$62.46

**BASE MACHINE WORKER (Hired before May 1, 2007)**

Effective May 7, 2001, all employees that are performing the work of the Base Machine Worker; for example: the grinding, polishing of base, curbs, steps and fascia's, shall, in addition to the Terrazzo Finisher wage receive a premium pay for such work. The premium pay will be as follows:

	PREMIUM	TOTAL WAGE
April 29, 2019 to May 3, 2020	\$.33	\$58.69
May 4, 2020 to May 2, 2021	\$.33	\$60.74
May 3, 2021 to April 30, 2022	\$.33	\$62.79

A member who has achieved base machine pay before May 1, 1989, and is ready, willing and qualified to perform base machine work shall continue to receive base machine pay no matter what classification of Terrazzo work they are made to perform. However, a floor machine worker operating a base machine for edge grinding shall not receive base machine pay.

**TERRAZZO MECHANIC (Hired before May 1, 2007)**

All employees that are performing the work of a Terrazzo Mechanic shall receive in addition to the Terrazzo Finisher wage receive a premium pay for such work. The premium pay will be as follows:

	PREMIUM	TOTAL WAGE
April 29, 2019 to May 3, 2020	\$2.00	\$60.36
May 4, 2020 to May 2, 2021	\$2.00	\$62.41
May 3, 2021 to April 30, 2022	\$2.00	\$64.46

Employees shall not be eligible for the base machine worker premium and the Terrazzo Mechanic premium simultaneously.

**B. TERRAZZO FINISHERS (Hired after May 1, 2007)**

Total compensation for the Journeyman Terrazzo Finisher during the period of this Agreement for new employees hired after May 1, 2007 shall be as follows:

	INCREASE	TOTAL
April 29, 2019 to May 3, 2020	\$2.05	\$49.82
May 4, 2020 to May 2, 2021	\$2.05	\$51.87
May 3, 2021 to April 30, 2022	\$2.05	\$53.92

**BASE MACHINE WORKER (Hired after May 1, 2007)**

Effective for all new employees hired after May 1, 2007 that are performing the work of the Base Machine Worker; for example: the grinding, polishing of base, curbs, steps and fascia's, shall, in addition to the Terrazzo Finisher wage receive a premium pay for such work. The total wage package shall be based on a percentage of the Terrazzo mechanic wage. The premium base pay will be as follows with full Finisher benefits:

	0-999 82.5%	1000-1999 85%	2000-2999 87.5%	3000 Full 90%
April 29, 2019 to May 3, 2020	\$29.64	\$30.54	\$31.44	\$32.34
May 4, 2020 to May 2, 2021		To be determined		
May 3, 2021 to April 30, 2022		To be determined		

A member who has achieved base machine pay and is ready, willing and qualified to perform base machine work shall continue to receive base machine pay no matter what classification of Terrazzo work they are made to perform. However, a floor machine worker operating a base machine for edge grinding shall not receive base machine pay.

**TERRAZZO MECHANIC (Hired after May 1, 2007)**

Effective for all new employees hired after May 1, 2007 that are performing the work of a Terrazzo Mechanic shall receive the Terrazzo Mechanic wage pay for such work. The total wage package shall be based on a percentage of the Terrazzo Mechanic wage. The premium base pay will be as follows with full Mechanic benefits. The premium pay will be as follows:

	<b>0-999</b>	<b>1000-1999</b>	<b>2000-2999</b>	<b>3000 Full</b>
	<b>92.5%</b>	<b>95%</b>	<b>97.5%</b>	<b>100%</b>
April 29, 2019 to May 3, 2020	\$33.24	\$34.13	\$35.03	\$35.93
May 4, 2020 to May 2, 2021		To be determined		
May 3, 2021 to April 30, 2022		To be determined		

The wages for the Terrazzo Mechanic hired after May 1, 2007 shall be:

	<b>INCREASE</b>	<b>TOTAL</b>
April 29, 2019 to May 3, 2020	\$2.05	\$60.36
May 4, 2020 to May 2, 2021	\$2.05	\$62.41
May 3, 2021 to April 30, 2022	\$2.05	\$64.46

From all the above rates, the following deductions shall be made:

A dollar amount per hour for Vacation Fund as determined by the membership to be forwarded to the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Vacation Fund, in accordance with Section 5 of Article 6.

A dollar amount per hour worked shall be paid as determined by the membership to the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Health Fund in accordance with Section 4 of Article 6.

\$7.15 Local Union and \$2.02 International Union per hour shall be paid to the Retirement Funds in accordance with Section 6 of Article 6.

\$20 per hour for Apprenticeship Training shall be paid to the Minnesota and North Dakota Bricklayers and Allied Craftworkers Journeyman and Apprentice Training Trust Fund.

Select employees of the Terrazzo Mechanics Chapter #5 will have contributions made on their behalf to the Ceramic Tile Retirement Fund, instead of the International Union Pension Fund and the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Pension Fund. These contributions will be made from the above-stated wage schedule. Total compensation remains the same as other Terrazzo Mechanics. All new members must participate in the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Pension Fund and the International Union Pension Fund.

The change in contribution is effective May 1, 2016.

**C. Method of Payment.** Employees shall be paid weekly by check on the same day each week, and no later than 4:30 P.M. of that day. Checks shall be delivered to the jobsite or mailed out, unless the employee notifies the employer that they intend to pick it up at the shop. If the employee picks up their check at the shop, they shall do so on their own time.

**D. In Charge-Foreman.** When five (5) or more members are on a project, one member will be designated as Foreman, and this Foreman shall receive the additional wage of \$1.00 per hour over the basic scale. Effective May 1, 2016, Foreman will receive \$2.00 per hour over the Terrazzo Mechanic's wage. Provided they have current First Aid/CPR Certification & completed OSHA 10 Safety Training.

**E. Parking Expense.** If an Employee's job assignment is located in an area in which the Employee must pay for parking, then parking will be reimbursed in a daily amount not to exceed \$8.00. The expense will be reimbursed on the next paycheck. A dated receipt is required to be turned in within fourteen (14) days after expense is incurred before reimbursement will be made.

**F. Out of Town Board, Travel & Transportation.** Free Zone: When an employee is required to travel regularly, to and from a jobsite thirty (30) miles from the center point of Minneapolis and St. Paul, namely University and Snelling, he/she shall not be reimbursed for transportation or traveling times, and this shall be deemed the Twin Cities Free Zone.

**Outside Free Zone, Thirty (30) to Seventy (70) Miles:** Travel expense shall be paid on a daily rate at the rate that the IRS allows per mile on a round trip basis to and from the job location from the closest point on a thirty (30) mile radius circle drawn from the center point of Minneapolis and St. Paul.

Beyond Seventy Miles (70), the employee shall be paid Board and Room at \$80.00 per each eight (8) hours worked beginning May 1, 2016. Fare shall be paid at the beginning and at the end of the job at the rate the IRS allows per mile from the closest point on a Thirty (30) mile radius circle drawn from the center point of Minneapolis and St. Paul.



Also, for projects over 70 miles, the employer will pay travel time of one round trip, in addition to the mileage.

G. Mileage hereunder shall be based on the mileage shown on Mapquest or another map service determined by the employer and the union to be accurate.

**SECTION 2: Terrazzo Workers Finishers Apprentices.**

A. Apprentice Finishers shall mean workers not fully trained in the trade as Terrazzo Worker Finishers.

B. Starting Apprentice Finishers wage scale for employees hired after May 1, 2007 will be 70% of base wage, plus the Health Fund contributions and dues check-off at the same rate that the Union establishes for all journeyman Finishers hired after May 1, 2007.

C. At 600 hours, the employer will begin contributions to the Vacation Fund. At 1000 hours, the employer will begin contributions for all fringe benefits.

Apprenticeship rates for finishers hired before May 1, 2007 shall be as follows:

From 0-999 hours the wage will be 70% of the Journeyman wage plus fringes as shown above.

From 1,000 – 1,999 hours the wage will be 75% of the Journeyman wage plus full fringes.

From 2,000 – 2,999 hours the wage will be 80% of the Journeyman wage plus full fringes.

From 3,000 – 3,999 hours the wage will be 85% of the Journeyman wage plus full fringes.

At 4,000 hours, the Apprentice Finishers will receive the full Finisher wage scale.

D. When an Apprentice Finisher reaches 85% Journeyman Finisher Scale, he/she is eligible to apply to become a Journeyman Finisher. To become a Journeyman Finisher, he must have his Terrazzo Finisher Qualification Form filled out and signed by two (2) Finishers that he has worked with for at least 300 hours each, and he must obtain a signature from an Employer principle where he has worked at least 300 hours. All signatures shall attest that the Apprentice is a fully qualified Finisher and that he can perform in a quality manner all of the Finishers tasks. (A Terrazzo Finisher Qualification Form is attached to the Contract.)

E. Dues check-off shall become effective immediately joining the Union.

**SECTION 3: TERRAZZO MECHANIC APPRENTICESHIP**

After successful completion of the Terrazzo Mechanic Apprenticeship education courses required by the Union. If the Terrazzo Finisher feels he or she is qualified to be a Terrazzo

Mechanic. After completing 3000 hours as a Terrazzo Mechanic Apprentice they may apply for Terrazzo Mechanic status by obtaining Terrazzo Mechanic forms from the Union.

To become a Terrazzo Mechanic, the applicant must have his Terrazzo Mechanic Qualification Form filled out and signed by two Terrazzo Mechanics that he has worked with for at least 300 hours each, and he must obtain a signature from an Employer principle where he has worked at least 300 hours. All signatures shall attest that the Finisher is a fully qualified Terrazzo Mechanic and that the applicant can perform in a quality manner all of the Terrazzo Mechanics tasks. (A Terrazzo Mechanic Qualification form is attached to the Contract). Premium pay for a Terrazzo Mechanic Apprentice will be as follows:

For Mechanics hired before May 1, 2007

	1,000 hours	2,000 hours	3,000 hours	After 3000 Full
April 29, 2019 to April 30, 2022	\$ .50	\$ 1.00	\$ 1.50	\$ 2.00

For Mechanics hired after May 1, 2007, the total wage package shall be based on a percentage of the Terrazzo Mechanic wage. The premium base pay will be as follows with full Mechanic benefits. The premium pay will be as follows:

	0-999 92.5%	1000-1999 95%	2000-2999 97.5%	3000 Full 100%
April 29, 2019 to May 3, 2020	\$33.24	\$34.13	\$35.03	\$35.93
May 4, 2020 to May 2, 2021		To be determined		
May 3, 2021 to April 30, 2022		To be determined		

**SECTION 4: HEALTH FUND.** Each employer shall contribute the sum per hour determined by the membership for each hour worked to the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Health Fund. This contribution shall be remitted to the Health Fund in accordance with the terms of the Trust Agreement relating thereto, and subject to Section #7 of this Article.

Should the Trustees of the Health Fund determine that an increase in the Health Fund Contribution is required during the term of the Agreement, the Union shall notify the employers in writing, at least thirty (30) days prior to any date and increase in wages is provided herein, of its intent to designate a portion of such wage increase for such Health Fund contribution, and the wage rate enumerated above shall be reduced accordingly.

**SECTION 5: VACATION.** A Vacation Fund has been established as the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Vacation Fund, jointly administered by the parties hereto, and all monies withheld under Vacation deductions

in accordance with Schedule of Wages in Article 6, shall be remitted promptly to said Fund at such times and places as the Trustees shall designate, and in accordance with Section #6 of this Article.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be designated as Holidays. It shall be understood that the Holidays enumerated shall be designated and celebrated according to regulations by federal law.

Benefit payments from the Vacation Fund shall be made on May 1<sup>st</sup> for 70% of all monies contributed for hours worked during the previous calendar year, and on December 1<sup>st</sup> for 30% of all monies contributed for hours worked during the previous calendar year.

Each employee is required to give his employer at least two (2) weeks notice of his intent to be on vacation.

**SECTION 6: RETIREMENT.** For retirement benefits, there is the Minnesota/North Dakota/South Dakota Bricklayers and Allied Craftworkers Pension Fund and the International Union of Bricklayers and Allied Craftworkers Pension Fund. Effective May 1, 2016 each employer subject to this agreement shall contribute the sum of \$9.17 per hour for each hour worked by all persons performing work covered by this Agreement. All monies shall be remitted promptly to the said Funds at such time and places, as the Trustees shall designate, in accordance with Section #7. If the Union desires additional Funds for retirement during the term of the agreement, then the Union shall notify the employers in writing, at least thirty (30) days prior to any date an increase in wages is provided herein, of its intent to designate a portion of such wage increase for such retirement contribution, and the wage rate enumerated above shall be reduced accordingly.

- The amounts of Employer contributions to the Funds are determined by the membership, as a portion of the negotiated pay rate set forth in this Agreement. The Union shall ensure that such amounts comply with the terms of applicable law, the relevant Trust Agreements, and any Funding Improvement Plan or Rehabilitation Plan adopted to comply with the Pension Protection Act of 2006 (PPA).
- Effective May 1, 2016, in accordance with the PPA-mandated Rehabilitation Plan adopted by the Board of Trustees of the Bricklayers & Trowel Trades International Pension Fund (IPF) following the March 17, 2016, certification of the IPF's critical status, the parties adopt the applicable default schedule under the IPF Rehabilitation Plan and make it part of this Agreement. In accordance with that schedule, the contributions to the Funds shall include an additional contribution to IPF in the amount of **6% of the 2019 IPF rate, an additional 6% effective May 1, 2020 and an additional 6% May 1, 2021**, for each hour or portion thereof for which a covered employee receives pay, which additional amount shall be used solely to increase IPF's funding in accordance with the mandates of the PPA. This increase in contribution shall be a portion of the negotiated pay rate set forth in this Agreement.
- The Union and its membership specifically agree that the amount of Employer contributions to the IPF shall be determined by the membership in a manner

consistent with the applicable default contribution schedule adopted under the Rehabilitation Plan, as it may be updated from time to time by the Board of Trustees. The Union and its membership further agree that such amounts shall be determined and made a part of this Agreement in a timely manner, to avoid imposition of a surcharge under Section 432(e)(7) of the Internal Revenue Code.

Defined Contribution Plan – In the event that the membership decides to start a Defined Contribution Retirement Fund, the Employer will contribute, a sum per hour yet to be determined from the existing wage package, to an established or a yet to be established Defined Contribution Plan. The Plan will be subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the hourly contributions to the designated administrative agent, and in such form and manner as required pursuant to the Plan and requirements of law. The contribution rate will be determined by the membership and will include all Bricklayers and Allied Craftworkers Local Union 1 Minnesota / North Dakota / South Dakota members covered by this agreement.

**SECTION 7: PENALTIES – FRINGE BENEFITS.** The Employer agrees to contribute every month, not later than the 20th day of the following month, hereinafter called the "due date," such sums for Pension, Health, Vacation, as they may be established, an amount for each hour worked by all Employees covered by this Agreement. The Funds' Trustees shall equally represent the Union and the Employer. The terms of the Funds' trust agreements establishing the Funds are hereby incorporated as a part hereof.

1. All Fringe Benefit Contributions are to be paid on one check and sent to an administrative agency with an office located in the State of Minnesota.
2. Fringe Benefit Contribution Reporting Forms and instructions are standardized with other basic trades.
3. Employers pay all fringe benefit contributions on an hourly basis for all hours worked, and they may not be pyramided. Example: if hourly wage is \$3.00 plus \$.10 fringe, double time overtime rate equals \$6.00 plus \$.10 fringe. On shift work, Employers pay contributions on the same proportionate hourly basis as hours worked to hours paid.
4. The Funds' Boards of Trustees select Insurance Carriers, Administrators, Consultants, Actuaries and/or Fiduciary Agents by competitive bidding upon written invitation by the Funds' Boards of Trustees.
5. When an Employer assigns Employees who reside in and regularly work in the geographical area covered by this Agreement to go to a project located outside of this Agreement's geographical area, then the Employer agrees to submit, fringe benefit contribution payments provided for in the Agreement. When a fringe benefit plan is in existence or is hereafter established for said outside area, then this Article shall be of no force and effect regarding the particular plan.
6. (a) An Employer shall be considered "delinquent" for a particular work month if its required report and payment to all of the Funds for that month are not

postmarked on or before the 20th day of the following month (the "due date").

- (b) If an Employer becomes delinquent, then it agrees to pay, as liquidated damages and not as a penalty, an amount equal to 10% of the base fringe benefit contribution payment amount otherwise due for such work month. It is understood and acknowledged by the parties hereto that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable.
  
- (c) An employer, for the first three years of a contractual relationship with the Union, shall post a surety bond, in a form satisfactory to the Trustees, insuring their obligations to the Employee Benefit Plans provided for in this agreement. The bond shall be posted with the Plans Administrator, as provided by the Trustees. The bond amount shall be determined by the number of employees working pursuant to the terms of this agreement (Collectively Bargained Employees, or "CBE's"), as follows:
  - 1. Employers with 5 or less CBE's shall post a bond in the amount of \$25,000;
  - 2. Employers with 6 or more CBE's shall post a bond in the amount of \$50,000;
  - 3. Employers that have posted a \$25,000 bond are required to post a \$50,000 in lieu of the \$25,000 bond, when they have had 6 or more CBE's on their payroll for two consecutive reporting periods.

At the end of a three-year continuous contractual relationship with the Union, the Employer may request the Trustees of the Employee Benefit Plans referenced above to waive the requirement of a bond. The Trustees shall act through their normal delinquency committee rules and process in making this determination.

Any Employer becoming delinquent in any obligation, for more than 30 calendar days, to the Employee Benefit Plans referenced above shall immediately post a surety bond in the amounts set forth above, which must remain in force for three years.

At the time an Employer first enters a contractual relationship with the Union, the Employer may submit a \$10,000 Cashiers Check payable to the Minnesota Bricklayers and Allied Craftworkers Fringe Benefit Funds, which shall insure the Employers obligations for a period of seven days. On the eighth day of the contractual relationship, the bond called for above must be on file with the Plans Administrator. On filing of the bond with the Plans Administrator, the Cashiers check shall be returned to the Employer.

- (d) Illustration of clauses (a), (b), and (c); If an Employer's report and payment for the January work month have not been postmarked before February 21, such Employer becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 21, the employer must then post a \$50,000 bond, or \$25,000.00 if 5 or less employees, for three years in addition to reporting and paying the full amount due.
- (e) The delinquent Employer also agrees to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust Funds in collecting the amount due.

The funds' Board of Trustees, at their discretion, may reimburse the Union (from the Funds) for picketing and bannering expense actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds.

- (f) Notwithstanding the provisions of Article Ten (10) Arbitration, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

The parties to this Agreement acknowledge that the provisions establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to Employees employed in job classifications within the jurisdiction of the Union.

Copies of the Trust Agreements will be on file and subject to inspection at the offices of both the Union and Administrator.

**SECTION 8: DUES CHECK OFF.** A dues check off has been established for all members of the Bricklayers and Allied Craftworkers Local Union 1 Minnesota / North Dakota / South Dakota. All monies withheld under this section after deduction from employees shall be remitted promptly to the Union. Dues check off will be determined by the Local Union.

At any time during the life of this Agreement, the Union has the right to adjust the wage and fringe benefit allocations. With any adjustment, the Union will give a 30-day notice to the Employer advising of the adjustments.

## **ARTICLE 7 QUALIFICATIONS OF MEMBERS**

The Union represents that its members are skilled in the work of Terrazzo Finishers and Terrazzo Mechanics as stated above in Article 3, Part 1, and in the grinding and finishing of Terrazzo installations.

## **ARTICLE 8 NO STRIKE PROVISION**

There shall be no strikes, lockouts, or work stoppages of any nature between the parties hereto during the duration of this Agreement, unless either party fails or refuses to abide by the arbitration procedure set forth in this Agreement.

## **ARTICLE 9 EQUAL AGREEMENT**

It is mutually agreed that the Union will not enter into any agreements, oral or written, with any employer who is not signatory hereto, but who is engaged in terrazzo work, in which the terms and conditions of such agreement are more favorable to such employer than the terms and conditions contained in this Agreement with the signators; then, such favorable terms and conditions shall automatically be extended to employers covered by this Agreement.

## **ARTICLE 10 ARBITRATION**

**SECTION 1:** There shall be a Joint Arbitration Board consisting of not more than three (3) representatives of the Union, and not more than three (3) representatives of the Contractors, with equal representation given to both parties, regardless of the number of representatives present at any meeting. The duties of the Joint Arbitration Board shall be the mutual consideration and settlement of all disputes that may arise under this contract. In the event of a tie vote, an impartial Arbitrator shall be added, so that a decision may be reached to settle any dispute, complaint or grievance brought before the Board. Such Arbitrator shall be picked from a list of names supplied by the Federal Mediation Service.

**SECTION 2:** All charges or complaints shall be made in writing within thirty (30) days of the incident causing the charge or complaint, to the secretary of the union in the event of an

employer charge, or to the defendant contractor signator of this contract in the event of a union charge. A copy of the charge or complaint shall be given to the defendant.

**SECTION 3:** All charges or complaints shall be resolved by a majority vote, and penalties, if any, shall be determined by the Arbitration Board. If charges are sustained against employer or the union, and penalty or fine is assessed, the said penalty or fine, awarded as liquidated damages, shall be paid to any charity by the Board.

**SECTION 4:** A decision and order of a majority of the Board shall be final and binding. The failure of any party to appear at the hearing after notification shall not be cause for delay or postponement, and the Board shall proceed as though the absent party were present.

**SECTION 5:** The cost of the Arbitration shall be borne equally by union and contractor.

## **ARTICLE 11 MANAGEMENT RIGHTS**

The Employer has the right to (at the Employer's expense) request a pre-employment physical of all job applicants, which may include a drug test, and to implement any other lawful screening, testing or training programs for applicants and Employees.

LUC Drug/Alcohol Program on a discretionary basis. See addendum "A" attached to this Agreement.

**Sick/safe pay clause.** It is the mutual intent of the Employer and Union that the wage package described in this Agreement, including but not limited to the vacation plan contribution, shall satisfy any present or future city ordinance, and/or state or federal law or regulation that addresses paid sick time or other paid leave or time off. In the event that the employer is required to accrue or award paid sick time or other paid leave or time off under any city ordinance, and/or state or federal law or regulation, the Employer and the Union will meet and confer over such effects with the goal of reaching a mutually agreeable solution that is in the spirit of this paragraph.

## **ARTICLE 12 DURATION**

This Agreement shall remain in full force and effect to and including April 30, 2022, and shall continue in effect from year to year after that date, unless either party, sixty (60) days prior thereto, notifies the other party of its intention to modify or terminate the contract. Where such notice is given, this Agreement shall continue in full force and effect until a new Agreement is executed.

It is expressly understood that any and all disputes and any and all claims, demands, or actions asserted during the duration of this Agreement, regarding its interpretation or application, shall be settled exclusively by the full use of the processes of free collective bargaining, failing in which the matters shall be submitted to Grievance and Arbitration procedure, in accordance with Article 10 of this Agreement.



**INDEPENDENT ACCEPTANCE AGREEMENT  
TERRAZZO MECHANICS AND FINISHERS  
BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL UNION 1 MINNESOTA / NORTH DAKOTA / SOUTH  
DAKOTA  
CHAPTERS #107 & #5**

THIS AGREEMENT IS BINDING PERSONALLY AND INDIVIDUALLY UPON EACH OF THE FOLLOWING: THE UNIONS, THE UNDERSIGNED EMPLOYER, AND EACH OF THE INDIVIDUALS, PARTNERS, OFFICERS, OR STOCKHOLDERS OF THE EMPLOYER OF THE UNDERSIGNED. SIGNATORS EACH CERTIFY THAT SUCH SIGNATORS HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND THE PERSONS AND PARTIES DESCRIBED IN THIS PARAGRAPH.

It is mutually agreed and understood that this agreement becomes effective on May 1, 2019, and will terminate April 30, 2022.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Company Name

**Bricklayers and Allied Craftworkers  
Local Union #1 of Minnesota/ North  
Dakota/ South Dakota  
Chapters #107 & #5**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name - Please Print

\_\_\_\_\_  
Name - Please Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

312 Central Avenue Suite 328

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

Minneapolis, Minnesota 55414

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

(612) 379-2966

(612) 379-8754

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

[info@bac1mn-nd.org](mailto:info@bac1mn-nd.org) or [marketrecovery@bac1mn-nd.org](mailto:marketrecovery@bac1mn-nd.org)

\_\_\_\_\_  
E-mail

# TERRAZZO FINISHER QUALIFICATION FORM

Applicant's Name: \_\_\_\_\_

I attest that \_\_\_\_\_ is a fully qualified  
Please Print  
Finisher and can perform all the Finishers tasks in a quality manner.

The following tasks and other tasks are part of the Finishers trade:

Assisting in the laying of all Terrazzo, Mosaic and similar architectural finishes.

Assisting in the preparation and setting of cement and Resinous Terrazzo.

Fully qualified in the grinding and finishing of cement and Resinous Terrazzo floors, steps & base, an edge work, and qualified to complete a Terrazzo project without supervision.

Name \_\_\_\_\_  
Print Name of Qualified Finisher

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Qualified Finisher

Name \_\_\_\_\_  
Print Name of Qualified Finisher

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Qualified Finisher

Name \_\_\_\_\_  
Print Name of Employer

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Employer

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Applicant

# TERRAZZO MECHANIC QUALIFICATION FORM

Applicant's Name:

\_\_\_\_\_

I attest that \_\_\_\_\_ is a fully  
Please Print  
qualified Terrazzo Mechanic and can perform all the Terrazzo Mechanics tasks (defined below) in a quality manner:

The following tasks and other tasks are part of the Terrazzo Mechanics trade:

Layout and installation of all Terrazzo, Epoxy Terrazzo, Rustic Terrazzo, Mosaic, and similar architectural finishes on floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, fascia, newel, soffits, window stools, and aprons.

The ability to prepare and set all concrete cement, temporary grounds, or other foundations or materials that may be required to properly set and complete such work.

The ability to lay or bed all Terrazzo and Mosaic with any other material required in connection with the work.

The ability to imbed or set all strips of metal or any other material which may be used to form joints in and for the Terrazzo and Mosaic work.

The ability to complete a quality Terrazzo installation without supervision.

Name \_\_\_\_\_  
Print Name of Mechanic

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Qualified Mechanic

Name \_\_\_\_\_  
Print Name of Qualified Mechanic

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Qualified Mechanic

Name \_\_\_\_\_  
Print Name of Employer

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Employer

Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Applicant

## ADDENDUM "A"

### LABOR USER CONTRACTOR COMMITTEE JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

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#### I. POLICY STATEMENT

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs.

The signatory employers and the signatory unions seek to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all of its employees.

#### II. DEFINITIONS

- **Company Premises-**  
The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks, and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- **Prohibited Items and Substances-**  
Prohibited substances include illegal drugs (including controlled substances, look a like drugs, and designer drugs) alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- **Employee-**  
Individuals who perform work for the signatory employers, but are not limited to, management, supervision, engineering, craftworkers, and clerical personnel.
- **Accident-**  
Any event resulting in injury to a person or property to which an employee, or contractor / contractor's employee, contributed as a direct or indirect cause.
- **Incident-**  
An event which has all the attributes of an accident, except that no harm was caused to person or property.
- **Reasonable Suspicion-**  
A belief based on specific facts and rational inferences drawn from these facts sufficient to lead someone to suspect that the person is using drugs or alcohol. Such facts shall include excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### **III. CONFIDENTIALITY**

- All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If an employee volunteers for help, the company will make reasonable efforts to return the employee to work upon recovery. The company will also act to assure that the employee's illness is handled in a confidential manner.
- All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know", pursuant to Minnesota Statute Section 181.954.
- When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The door must witness this procedure.
- Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures, as well as other reliable and fair safeguards as required by Minnesota Statute Section 181.954.

### **IV. RULES, DISCIPLINARY ACTIONS, GRIEVANCE PROCEDURES**

- a. Rules. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
  - Use, possess, dispense or receive prohibited substances on Company premises;  
or
  - Report to work with any measurable amount of prohibited substances in their system as indicated by these undertaken pursuant to this policy.
- b. Discipline. When the company has reasonable suspicion to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
  - Applicants testing positive for prohibited substance use will not be hired.
  - Employees who have not voluntarily come forward, and who test positive for a prohibited substance use, will be offered an opportunity to participate in an EAP program, if available, or a counseling / rehabilitation program. However, if the employee refuses to participate in a treatment program or fails to complete the program, the employee will be terminated.

- Employees who refuse to cooperate with testing procedures will be terminated.
  - Employees found in possession of drugs, drug paraphernalia, or alcohol will be terminated.
  - Employees found selling or distributing prohibited items or substances will be terminated.
- c. Prescription Drugs. Employees using prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with his/her physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate the employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, the employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.
- d. Grievance. All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

#### **V. DRUG AND ALCOHOL TESTING-**

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment pursuant to Minnesota Statute Section 181.951, Subdivision 2. "If pre-employment testing is conducted, all applicants must be tested."
- b. A test may be administered in the event a supervisor has a reasonable suspicion to believe that the employee has reported to work under the influence or is or has been under the influence while on the job; or has violated this prohibited substance policy. During the process of establishing reasonable suspicion for testing, the employee has the right to request his on-site representative to be present.
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury.
- d. Testing may be required as a part of a follow up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.
- e. Employees may also be tested on a voluntary basis.

Each employee and applicant will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. An employee or applicant has the right to refuse to sign a consent form authorizing the test, but ongoing employment by the company will be terminated.

Prohibited substance testing will be conducted by an independent laboratory licensed by the Commissioner of the Department of Health, according to the standards established by the Drug and Alcohol Testing in the Workplace Statute and related rules. The applicable threshold detection levels will be those that are established by the Commissioner of Health, pursuant to Minnesota Statute Section 181.953.

If an initial test is positive, a confirmatory test using gas chromatography / mass spectrometry methods will be given. If the confirmatory test is positive, the laboratory will then conduct a confirmatory retest by the gas chromatography / mass spectrometry methodology within three (3) working days. Also, within three (3) working days of a positive test result, the employee or applicant may submit to the employer any information to explain the positive test results.

THE COMPANY WILL BEAR THE COSTS OF ALL TESTING PROCEDURES

#### **VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

If an employee tests positive for substance abuse, the company will assist in locating a suitable employee assistance program for referral to treatment, and the employee welfare fund administrator will counsel the employee regarding medical benefits available under the health and welfare / insurance program.

If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

#### **VII. REGULATORY OR CUSTOMER PROGRAM**

The provisions and protection contained in this policy may be superseded when a contractor is engaged in a project which requires employees and applicants to be subject to drug and alcohol testing pursuant to:

- Federal regulations or requirements;
- State Agency rules; or
- Owner requested policy as a pre-qualification for the contractor to be awarded the job. The policy and testing (if required) will be implemented and completed according to the policy of the government agency or owner.

**LABOR USER CONTRACTOR COMMITTEE  
JOINT LABOR-MANAGEMENT  
UNIFORM DRUG/ALCOHOL PROGRAM**

**QUESTIONS AND ANSWERS**

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**QUESTION:**           **Who is covered and tested?**

**ANSWER:**           Anyone performing work for the company will be covered including managers, supervisors, Craftworkers and engineering and clerical personnel.

**QUESTION:**           **What type of testing is permitted?**

**ANSWER:**           The following testing is addressed in the Labor User Contractor (LUC) Uniform Drug/Alcohol Programs:

- Pre-employment
- Reasonable suspicion basis
- Workplace accident/incident
- Follow-up to counseling or rehabilitation
- Voluntary basis

**QUESTION:**           **What is the basis for “Reasonable Cause” testing?**

**ANSWER:**           The basis for Reasonable Cause in the LUC Program mirrors the definition contained in the Minnesota Drug and Alcohol Testing Act:

**Reasonable Suspicion-**

A belief based on specific facts and rational inferences drawn from these facts enough to lead someone to suspect that the person is using drugs or alcohol. Such facts shall include excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

Additionally, workplace accidents and/or injuries are considered to be events permitting suspicion testing under the Minnesota Drug and Alcohol Testing Act and are also grounds for testing under the LUC Program.

**QUESTION:**           **Are both drugs and alcohol use tested?**

**ANSWER:**           Under the LUC Program both drugs and alcohol use are tested.

**QUESTION:**           **What arrangements are made for collection?**

**ANSWER:**           The LUC Program emphasizes that actions under the program will be handled in a confidential manner, and any results should be disclosed only to those with a “need to know”. When a test is required the specimen will be identified by a



code number. Each specimen should be properly labeled and made tamper proof. The donor must witness this procedure.

**QUESTION:** Does an employee have the right to refuse to test?

**ANSWER:** Yes. However, the employee will be subject to discipline, including discharge.

**QUESTION:** What occurs if an employee tests positive?

**ANSWER:** The employee is offered an opportunity to participate in an Employee Assistance Program (EAP) for referral to a counseling/rehabilitation treatment program.

**QUESTION:** Does the Substance Abuse Program incorporate an Employee Assistance Program?

**ANSWER:** The LUC Program states that employees who test positive will be offered an opportunity to participate in an EAP Program, if available. An EAP Program should then be able to assess the extent of the problem and refer the employee to the appropriate treatment.

**QUESTION:** What threshold levels will be used by testing laboratory?

**ANSWER:** The threshold levels used for testing are specified in the regulations. See Minnesota Rule Section 4740.1075 and .1080.

**QUESTION:** What is done in regard to back pay if any employee is forced out of work waiting for test results?

**ANSWER:** When the company has reasonable suspicion to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until the test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay.

**QUESTION:** Who bears the cost of the testing program or the treatment program?

**ANSWER:** The employer bears the costs of all testing procedures

**QUESTION:** What types of appeals process are available to the employee?

**ANSWER:** All aspects of the program are subject to the grievance procedure of the applicable collective bargaining agreement.

**INDEPENDENT ACCEPTANCE AGREEMENT  
TERRAZZO MECHANICS AND FINISHERS  
BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL UNION 1 MINNESOTA / NORTH DAKOTA / SOUTH  
DAKOTA  
CHAPTERS #107 & #5**


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It is mutually agreed and understood that this agreement becomes effective on May 1, 2019, and will terminate April 30, 2022.

Signed this 27 day of Sept, 2019.

Mavo Systems Inc  
Company Name

**Bricklayers and Allied Craftworkers  
Local Union #1 of Minnesota/ North  
Dakota/ South Dakota  
Chapters #107 & #5**

  
Signed

\_\_\_\_\_  
Signed

Rich Forstner  
Name - Please Print

\_\_\_\_\_  
Name - Please Print

President  
Title

\_\_\_\_\_  
Title

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