

LABORERS AGREEMENT

**Highway, Railroad and
Heavy Construction
in the
State of North Dakota**

between

**Highway, Railroad and
Heavy Construction
Contractors**

and

**Laborers District Council
of Minnesota
and North Dakota**

on Behalf of

Laborers Local 563

2017 • 2018 • 2019

Expires April 30, 2020



**NORTH DAKOTA LABORERS
HIGHWAY & HEAVY AGREEMENT
MAY 1, 2017 - APRIL 30, 2020**

THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, hereof, establishes rates of pay, wages, hours of employment, fringe benefits, vacations, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction work in the State of North Dakota.

NOW, THEREFORE, for such purposes, it is agreed as follows:

**ARTICLE 1
Considerations for Agreement**

The considerations for this Agreement are the mutual promises of the parties and their mutual purposes to establish, maintain and promote sound and harmonious labor relations.

It is desirable to maintain the cooperative relationships existing during past years between the Employers and the Employees represented by the Union.

**ARTICLE 2
Designation of Parties**

A. The companies signatory to this Agreement (hereinafter called Employers or Contractors), are a party to this Agreement and agree to be bound to the terms of this Agreement. They are parties hereto as principals, but their status is several and not joint.

B. Members of an Association who have agreed to be bound to the terms of this Agreement through an Association or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

C. The labor organizations (hereinafter called Union or Unions), on their own behalf and on behalf of the Employees whom they represent and on whose behalf they are recognized or to be recognized are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the Employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided. The status of the Unions is several and not joint, as related to other craft unions.

ARTICLE 3

Union Recognition

The Employers hereby recognized each one of the Unions to which the Contractor has agreed to be bound, as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement, in respect to rates of pay, wages, hours of employment, fringe benefits, vacations and other conditions of employment. The respective Unions are hereby recognized hereunder by the Employers as the sole and exclusive bargaining representatives of the Employees represented by them.

The respective Unions represent that they are qualified for such recognition.

ARTICLE 4

Scope of Agreement

This Agreement shall govern work done in the entire State of North Dakota.

ARTICLE 5

Hiring Employees

A. The Employers agree to give the Union the first opportunity when hiring new Employees. First opportunity shall be defined to mean that the Employer shall call the Union for not less than the first 50% of their new Employees.

Nothing in the foregoing shall be deemed to require the Employers to call only the Union for Employees, or to hire only Employees referred by the Union.

B. There shall be no discrimination against any Employee because of affiliation or non-affiliation with the Union, race, color, age, sex, disability, political or religious beliefs.

C. When called and the Union fails to provide qualified workers within twenty-four (24) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale as contained herein.

D. The North Dakota Construction Craft Laborer Apprenticeship Program has been established. The Apprenticeship Committee will be made up of an equal number of Employer Trustees and Union Trustees.

ARTICLE 6

Insurance and Taxes

A. The Employer agrees to carry any and all insurance and pay all taxes as required by applicable State and Federal law.

B. The Employer further agrees to pay the State Worker's Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from these Unions are employed on the job.

C. The Union and Contractors agree to work jointly to file prevailing wage registration forms on a timely basis with the U. S. Department of Labor.

D. The Laborers District Council of Minnesota and North Dakota, on behalf of the Laborers' Unions of North Dakota hereby agree to participate in the creation of a self-funded Workers Compensation program between the signatory contractors and the above named Union.

ARTICLE 7

Conflicting Agreements

A. The Employers agree not to enter into any labor agreements covering construction jobs, exclusive of maintenance and repair shops, with their Employees on whose behalf any of the Unions have been granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

B. In the event the Unions signatory hereto enter into any agreement with any individual Employer or groups of Employers competing in the highway and heavy construction industry which provides for terms and conditions of employment more favorable to said Employer than herein provided, these more favorable terms and conditions may, at the option of the Employers signatory hereto, be implemented as a part of this contract, provided the Basic Trades Liaison Committee has first met and studied the evidence and is convinced the Union has, in fact, given better conditions or wages to the other party. In the event the Basic Trades Liaison Committee deadlocks, the arbitration procedure in the grievance Article will be followed to reach a final decision.

ARTICLE 8

Violation of Agreement

A. In the event the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, or overtime differentials, any back pay owed to the Employee because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight time and overtime rate. The vacation benefit, as a taxable wage, shall be included in any such back pay calculations.

B. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions. In such a case, the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and/or overtime rate.

C. When there is evidence of collusion between the Employer and Employee to violate the Agreement, any back pay collected shall be made payable to the Employee, and shall be deposited with the Union, if the Arbitrator so orders.

ARTICLE 9

Discharge

The Employers may discharge any Employee whose work or behavior is unsatisfactory or who fails to observe the safety precautions or other reasonable rules and regulations prescribed by the Employers or any governmental agency. No Employee shall be discharged for refusing to work under unsafe conditions.

ARTICLE 10

Settlement of Disputes

A. Any controversy over the interpretation of or adherence to the terms of this Agreement shall first be attempted to be resolved between the Union and the Employer. Any controversy or grievance shall be deemed to be waived unless submitted in writing within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance.

B. If a satisfactory settlement cannot be reached within five (5) working days the matter may be referred to Arbitration. Within ten (10) working days after the dispute is referred to Arbitration, the parties shall ask the Federal Mediation and Conciliation Service for a list of five (5) Arbitrators from which the aggrieved party shall first strike one (1) name and the other party shall then strike one (1) name, and the parties will alternately strike names until there is one (1) name left. The final name shall be selected as the Arbitrator. The Arbitrator shall set the time and place for hearings, which shall begin no later than ten (10) working days after the selection, with the final decision to be handed down in not more than ten (10) working days after the last hearing is held. The time may be extended by mutual agreement between the parties.

The decision of the Arbitrator shall be final and binding on signatories to this Agreement who are parties to the dispute; provided, however, that the Arbitrator shall have no power to add to, delete, or modify any provisions of this Agreement.

The Employer and the Union will share equally all fees and expenses of the Arbitrator.

All work and other conditions prevailing immediately prior to the raising of the question to be decided under this Article shall remain unchanged until a final decision has been issued.

ARTICLE 11

Management

Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with Employees; to reduce or increase the number of Employees needed on each project, crew, activity or piece of equipment. Under no condition will Union Representatives make demands for more Employees in a crew on specific projects, insofar as it does not conflict with this Agreement.

ARTICLE 12

Safety

A. Accident and injury free operations shall be the goal of all Employers and Employees. To this end, the Employer and Employee will, to the best of their ability abide by, and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.

B. To this end, the Employer shall from time to time issue rules or notices to its Employees regarding on-the-job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.

C. Such safety equipment as required by governmental regulations, shall be provided without cost to the Employees. At the Employer's option, the Employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable conditions as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

D. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the Laborers District Council of Minnesota and North Dakota, is incorporated herein by reference and is made a part of this Collective Bargaining Agreement. This program is available to any signatory Employer on a non-mandatory basis.

ARTICLE 13

Pickets, Banners and Strikes

The Employer shall not require an Employee to go through a primary picket line or banner to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee decides not to cross a primary picket line or banner. This clause shall not apply to secondary picket lines or banners and it shall not apply to jurisdictional picket lines or banners.

ARTICLE 14

Strikes, Lockouts, Work Interference

The Unions and the Employers agree that there shall be no strikes, lockout, work-stoppages, slow-down, sit-down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout during the existence of this Agreement without first giving the Employer forty-eight (48) hours written notice and sending the dispute through the procedures established in Article 10.

Spread-work tactics, slow-down, stand-by crews, forcing of overtime has been and is condemned by both parties, and Employees engaging in same shall be subject to disciplinary action.

ARTICLE 15

Subcontractors

The Contractor, when subcontracting any work covered by this Agreement, shall urge the subcontractor to abide by the terms and conditions of this Agreement.

ARTICLE 16

Union Representatives and Dues Check-off

A. Only authorized Union Representatives shall have the right to confer with Employees on the job. Each and every Union Representative shall first contact the job superintendent or foreman or whoever is in charge of the project, before conferring with any Employee. The Union Representative shall have the right to confer with Employees during working hours, but at no time shall such Union Representative hinder or interfere with the progress of the work.

It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

B. Uniform dues and initiation fees shall be deducted from the Employee's paycheck by the Employer when the Union, the Employer and the Employee agree. These deductions may only be made when the Employee signs an authorization slip.

ARTICLE 17

Rotation of Employees

The Union may not require rotation of Employees during the life of this Agreement, other than Apprentices shifted for purposes of training.

ARTICLE 18

Payroll Records

In case of a dispute arising over hours, wages and fringes, the Union shall have the right to examine the payroll records of the

individual Employees covered by this Agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

ARTICLE 19

Application of Wage Rates

The determining factor in applying different area rates shall be the location within the State in which the work is being performed and not the home address of the Employee or Employer. Pay rates for other crafts with respect to areas are irrelevant.

ARTICLE 20

Payday and Wage Payment

A. All regular, full-time Employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held back, including payday.

B. Wages shall be paid at or before the end of the shift of the designated payday. Failure on the part of the Employer to comply with this provision shall entitle the Employee to an extra four (4) hours pay.

C. When an Employee is laid off, or discharged, upon demand they shall receive all money due them in cash or negotiable check within twenty-four (24) hours. If the Employee does not appear to collect their check the Employer will immediately mail their check to the Employee's last known address.

D. An Employee who quits will be paid any wages due them at the next regular payday.

E. The Employer agrees to provide the following information on the Employee's check stub: hours, date, regular pay, overtime pay, gross pay, deductions, net pay.

ARTICLE 21

Fringe Benefits

The Employer agrees to contribute every month, not later than the 15th day of the following month, hereinafter called the "due date", such sums for the fringe benefit funds as may be designated for each hour worked by all Employees covered by this Agreement. The Funds shall be known separately as the Laborers' Pension Fund, the Laborers' Health and Welfare Fund, the Laborers' Vacation Fund, the Construction Laborers Education, Apprenticeship and Training Fund of Minnesota and North Dakota, the Laborers Health and Safety Fund, and the Laborers-Employers Cooperation and Education Trust (LECET) Fund and collectively as the Laborers' Fringe Benefits Fund under separate Trust Agreements ("Fund"), copies of which are available on request and to which the Employer is automatically bound. The Fund's Trustees shall equally represent the Union and the Employer.

1. Contributions to be paid on one check with all other fringes to an administrative agency with a local office.
2. (a) Reporting forms and instructions standardized with other basic trades.

(b) All Fringe Benefit contributions are paid on an hourly basis on all hours worked. This includes straight time, one and one-half time and double time. The Vacation contribution is taxable and is paid for work performed at one and one-half and double time (see Schedule 13). The Pension, Health and Welfare, Training and LECET contributions are not pyramided, but should be paid for all hours worked. Example: If hourly wage is \$3.00 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.02 Vacation; time and one-half overtime wage rate is \$4.50 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.03 Vacation; double time overtime wage rate is \$6.00 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.04 Vacation.
3. (a) In the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health and Welfare Plan, as

described in Schedule 13, shall be applied to any cost incurred by the employer and/or the Employees covered hereunder in connection with such National Health Plan.

(b) If the current Employer contribution is in excess of the cost of such National Health Plan, then at the discretion of the Employees covered hereunder, the difference shall become a contribution to either a supplemental health and welfare insurance plan and/or one of the existing Pension Plans.

4. Any Insurance Carrier, Administrator, Consultant, Actuary, Fiduciary Agent which may be used shall be selected by competitive bidding upon invitation by Trustees.

5. There shall be no requirement that Employees sent to work outside the scope of this Agreement be paid fringes, nor shall the Employer be required to duplicate fringe contributions.

6. (a) An Employer shall be considered "delinquent" for a particular work month if its required report and payment for that month are not postmarked on or before the 15th day of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise.

(b) If an Employer becomes delinquent for a particular work month (as provided in (a) above), they shall also be required to pay, as liquidated damages and not as a penalty, an amount equal to 10% of the payment otherwise due for such work month, it being understood and acknowledged by the parties that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable.

(c) If an Employer becomes delinquent for a particular work month (as provided in (a) above), as to any or all of the Trust Funds, and if the report and the full payment due for such work month (including liquidated damages), are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund

Administrator a cash or fringe benefits surety bond (in a form acceptable to the Fund Administrator) for each month of delinquency in a form satisfactory to the Trustees and in the face amount of the greater of \$20,000 or 125% of the amount due (or estimated to be due) for the delinquent month, which shall cover all of the Trust Funds and assure payment of all sums called for by this Agreement in the event of the Employer's subsequent delinquency as to any or all of the Trust Funds, and which shall be kept in force and maintained in the full face amount for a period of not less than 12 consecutive calendar months during which no further delinquency has occurred on the part of such Employer.

Should the Trust Funds reasonably deem itself insecure in the payment or collection of fringe benefit payments by reason of the Employer's past delinquencies, insolvency, insufficient capitalization, and/or lack of assets subject to attachment within the State in which work is performed, then the Fund Administrator, upon submission of an affidavit to Employer attesting to same, shall have the right to compel the Employer to post a cash or fringe benefits surety bond (in a form acceptable to the Fund Administrator) in the face amount of the greater of \$20,000 or 125% of the total fringe benefit payments reasonable estimated to come due within the six months following the date of Fund Administrator's affidavit. This bond may be required whether or not a delinquency exists at the time and may be required in addition to a bond posted for a prior delinquency.

The Union shall refuse to supply persons and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain any bond under this Paragraph 6(c).

(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 16, such Contractor 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 16, the Employer must then post a bond in addition to reporting and paying the full amount due. If, for example, the delinquency is \$10,000, the required bond is \$20,000. If,

for example, the delinquency is \$20,000, the required bond is \$25,000. If a delinquency occurs in a subsequent month, an additional bond for that month is required and must be posted. Further, for example, if the Fund Administrator reasonably determines that future delinquencies are likely to occur, another, additional bond may be required to be posted in an amount based on a reasonable estimate of the following six months of fringe benefit payments to come due, even though a bond for prior delinquencies has been posted.

(e) The delinquent Employer shall also be required 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. Trustees at their discretion may reimburse (from the Fund) the Unions for picketing and banner 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) Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees, or the Unions, or their authorized agents, on demand, all necessary employment and payroll records relating to its Employees covered by this Agreement, including any other relevant information that may be required in connection with the administration of the Trust Funds. The Trustees, the Unions, or their authorized agents may examine such employment, or payroll records whenever such examination is deemed necessary by the Trustees, the Unions, or their authorized agents in connection with the proper administration of the Trust Funds.

If any Employer fails or refuses to furnish its payroll records to the Trustees, the Unions or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees or the Unions may enforce such rights by legal action, in which event all attorney fees, service fees, filing fees, court reporter fees and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction by the Trustees. The Unions shall

also have the right to take economic action to enforce such rights on behalf of the Unions and the Trustees and the Trust Funds shall reimburse the Unions for picketing and banner expenses actually incurred in enforcing such rights.

(g) Notwithstanding the provisions of Article 10 Settlement of Disputes, 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.

(h) The parties to this Agreement acknowledge that the provisions of this Agreement 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, from the first day of employment, REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION.

7. Any and all fringe contribution rates shall be open for adjustment on any anniversary date upon thirty (30) days written notice to the Contractors. Such adjustments shall operate to adjust wages in like amount.

8. The Parties agree to the possibility of starting an annuity (defined contribution plan) during the term of this Agreement funded out of the existing package and administered by the Pension Fund Trustees.

ARTICLE 22

Saving Clause

This agreement is intended to be in conformity with all applicable and valid State and Federal laws, rules and regulations. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict to be superseded or annulled but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 23
Entire Understanding

This Agreement covers the entire understanding and past jurisdictional practices between the parties hereto. Nothing which is not contained herein will be of any force or effect upon any party hereto.

ARTICLE 24
Duration

A. All terms of this Agreement, with the exception of the wage scale, shall take effect May 1, 2017.

B. This agreement shall remain in full force and effect through April 30, 2020.

C. Any party has the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.

D. In the event such written notice is given and a new Agreement is not signed before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed, negotiations are formally broken off, or until a strike or lockout occurs.

SCHEDULE 1
Apprenticeship Training

A. On May 1, 2007 the North Dakota Construction Craft Laborers Apprenticeship Program was established. The parties incorporate by reference the terms and conditions of the North Dakota Laborers' Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request.

B. The Employer agrees to provide unpaid time off to Apprentices in order for them to complete their Apprenticeship

Training Requirements. The Apprentice will request the unpaid time off at the time he or she registers for a course. The Employer may refuse to provide the time off due to work considerations; however, will make every effort to ensure that Apprentices stay current with their Training Requirements.

C. If an Apprentice is not current with his or her Apprenticeship Training Requirements, and Mandatory Training is scheduled by the Apprenticeship Office, the Employer will be notified thirty (30) days in advance of scheduled mandatory training, and shall grant unpaid time off. If the Employer provides notice to the Apprenticeship Office by the Wednesday before the scheduled Mandatory Training, the Employer may refuse to release an Employee due to work considerations. The Employer may refuse to provide unpaid time off for Mandatory Training for an Apprentice twice a contract year, and if the Apprentice has been employed by the Employer for four (4) months or more, the Employer will then be required to provide paid time off for the Apprentice to attend Mandatory Training Courses until such time as the Apprentice is current with his or her Apprenticeship Training Requirements.

SCHEDULE 2

Others Doing Laborers' Work

If weather conditions cause a project to be partially shut down, the Employer shall not remove Laborers' from their work and send them home for the day and continue performing Laborers' work with another trade.

If a violation occurs, the Employee shall receive equal compensatory pay.

SCHEDULE 3

Call-In Pay

Employees shall receive full-time pay for all time spent in the service of the Employers. There shall be no split shifts. When an Employee is called to work, they shall receive two hours' pay if not put to work. If they are called to work and commence work, they shall be

guaranteed a minimum of four (4) hours' pay; these provisions, however, not to be effective when work is unable to proceed because (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; and (3) Acts of God including weather conditions, will not permit work.

SCHEDULE 4
Travel and Subsistence Allowance
Heavy Industrial Construction

When money is paid an Employee under this Agreement on account of travel expenses, or the cost of other facilities, said payment is intended to reimburse the Employee for all or part of the expenses actually incurred by them in the furtherance of the Employer's interests. Such payment shall not be included as part of the wages paid to the Employee and shall be given on a separate check.

SCHEDULE 5
Union Notification

The Employer shall communicate with the Union prior to starting projects of five hundred thousand dollars (\$500,000.00) or more in any district.

SCHEDULE 6
Job Stewards

A. The Employers recognizes the right of the Unions to designate Job Stewards to handle such Union business as may from time to time be delegated to them to see that the terms and conditions of this Agreement are being complied with. The Employers also agree that the Job Steward shall be kept on the job until completion of the work covered by this Agreement and are not to be laid off before such time without a hearing before a committee composed of a Representative of the involved Employer and an officer of the Union, which hearing shall be held not later than the end of the next business day following the giving of notice of layoff by the involved Employer to the involved Job Steward.

B. The Employer agrees that on any job where they have Employees covered by this Agreement employed, the steward shall be kept on the job, if the crew is reduced due to weather or working conditions and/or if any Employees covered by this Agreement are kept on the job. The Steward, however, will not be an additional person and shall be a part of the working crew.

SCHEDULE 7

Hours and Overtime

A. Statewide. Forty (40) hours shall constitute a weeks work beginning on Monday of each week. Where work is required in excess of forty (40) hours in any one week, such work shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate. Sundays and holidays are paid at two (2) times the hourly rate.

B. Any project let by a governmental agency, or governmental body with higher Pre-determined wage rates and fringe benefits, the higher rates and benefits shall prevail.

C. When the Pre-determined rates are lower or non-existent, a percentage rate of no less than 90% of the base rate (on the check) may be paid, plus the total fringe package. Where percentage reductions are used, any project let by a governmental agency, or governmental body with higher Pre-determined wage rates and fringe benefits, the higher rates and benefits shall prevail.

D. All heavy industrial projects are exempt from any percentage reduction except when it is mutually agreed between the Union and the Employer that such a reduction is necessary.

SCHEDULE 8

Definition of Work

Heavy construction and railroad contracting work is defined as constructing substantially in its entirety any fixed structure and other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation (not including Building

Construction except as to work below grade and including grading on site), railroads and street railway construction projects, underground utilities, sewers, sewage treatment plants, watermains, grade separation, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevation, elevated highways, drainage projects, sanitation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, solar and wind energy development, duct lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors, airports, (excluding general building construction) excavation and disposal of earth and rock, including the assembly operation and maintenance and repair of all equipment.

SCHEDULE 9

Breaks

A. The Employee shall be entitled to a meal break of thirty (30) consecutive minutes in any one day or shift where they work six consecutive hours or more. If the meal time is given in other than a thirty consecutive minute break, the Employee shall be compensated for their meal time at the applicable rate of pay. This shall not be construed to deny any Employee time to eat their meal, nor shall it be construed to provide any premium compensation.

B. In addition to the above break, the Employee shall be entitled to a break in the forenoon and the afternoon, but shall not otherwise hinder the progress of the job.

The break shall not exceed ten (10) minutes from the time the Employee stops working until they resume work, and shall be taken in close proximity of the Employee's work station.

SCHEDULE 10

Sundays and Holidays

A. All work performed between midnight Saturday night and midnight Sunday night shall be classed as Sunday work and paid for at

the rate of two (2) times the regular hourly rate; except as a regular shift which ends on Sunday or a holiday morning or begins at or after 6:00 P.M. on a Sunday or a holiday evening, shall be paid at the straight time rate.

B. Work performed on Sundays and the following holidays shall be compensated for at the rate of two (2) times the regular hourly rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When Monday is designated and celebrated as one of the above listed legal holidays according to the regulations produced by the Federal government, they shall be observed as such.

SCHEDULE 11

Shifts

A. Where not more than two (2) shifts are worked, the wages paid shall be based on hours worked, however, each shift shall constitute eight (8) hours work and eight (8) hours pay.

B. There shall be a minimum of one-half (1/2) hour break from work for lunch near the middle of each shift, where two (2) shifts are worked.

C. Where three (3) shifts are worked the first shift shall constitute eight (8) working hours, plus a one-half (1/2) hour lunch break. The second shift shall constitute the following seven and one-half (7-1/2) working hours, plus a one-half (1/2) hour lunch break. The third shift shall constitute the succeeding seven (7) working hours, plus a one-half (1/2) hour lunch break. Each such full shift shall be compensated by eight (8) hours straight time pay. Lunch breaks are not paid hours.

SCHEDULE 12

Classifications and Wage Rates

All equipment operated, regardless of controls or power, coming under the Laborers' jurisdiction must be manned by a Laborer.

The following job titles are for rate classification purposes and do not constitute an exhaustive list of work performed by Laborers. All work performed by Laborers not otherwise listed below shall be paid as Classification 1 work.

STATEWIDE

Classification 1

Construction Craft Laborer
Bituminous Batchperson (stationary plant)
Bituminous Worker - Shoveler, Raker, Floater, Squeegee, Utility
Blaster Tender
Brick Tender
Carpenter Tender
Cement Coverperson batch truck
Cement Handler - bulk, bag
Concrete Batchperson
Concrete Handler, caisson, footings, columns, piling, slabs, etc.
Concrete Longitudinal Float operator (Manual bullfloat on paving)
Concrete Shoveler, Tamper and Puddler (paving)
Conduit Layer
Curb Setter
Damp Proofer below grade
Demolition of an entire structural system excluding remodeling
Drill Runner Tender
Dump Operator (dirt, paver, dumping batchtrucks, etc.)
Fabric Installer
Fire watch, confined space watch
Flagperson
Grade Checker (excluding supervisors and licensed professionals)
Hydrant and Valve Setter
Hydro Blast or Waterblaster
Joint Filler (concrete pavement)
Kettleperson (bituminous or lead)
Labor Wrecking Demolition
Landscaper
Mortar Mixer
Pipe Handler
**Pipelayer, Laser Beam (sewer, water, gas) \$1.50 above
Classification 1 rate.**

Post Tension cable Rehab
Power Buggy Operator/all types
Pump Operator (6" or less)
Reinforced Steel Laborer
Reinforced Steel Setter (paving)
Retaining Wall Installation
Sand Cushion Bedmaker
Scaffold Tender
Service Connection Maker (water, gas)
Signalperson
Skid Steer, Forklift Operator (incidental use)
Slip Lining of utility lines
Soil Stabilizer
Solar Energy Laborer
Sound Barrier, Fencing, Signage and Guard Rail Installation
Squeegeeperson
Stabilizing Batchperson (stationary plant)
Temporary Heaters and Blower Tender (all types)
Tool Crib Checker
Top Person (sewer, water or gas trench)
Traffic Controller (traffic barriers)
Transit/Level (excluding supervisors and licensed professionals)
Vac Truck/Vac Trailer - potholing, hydro excavation, industrial
cleaning and maintenance, utility cleaning and maintenance (hose
tender/water blaster)
Wind Energy Laborer

Classification 2

Chain Saw
Compaction equipment (hand operated or remote control)
Concrete Drilling
Concrete Mixer Operator
Concrete Sawyer - includes wall mounted saws
Concrete Vibrator
Formsetter
Joint sawer, Mortar
Pipe Fuser/Technician
Pipe Rehab Technician including cleaning, cutting, cameraing,
re-lining, etc.

Pneumatic Tools, Jackhammer, Paving Buster, Chipping Hammer, etc.
Remote control Demo Machine and related accessories
(electric/hydraulic)
Stone Tender/Mason Tender
Torchperson - gas, electric, thermal or similar device
Walk behind power equipment (hand operated or remote control)

Classification 3

Brick or block Paving Setter
Caisson Work
Cofferdam Work

Classification 4

Cement Gun Operator (1½" or over)
Driller - air track or similar (includes crawler style, regardless of attachments)
Nozzle Operator (gunite, sandblasting, cement)

Classification 5

Asbestos and Hazardous Waste Tech
Bottomperson (sewer, water or gas trench), underground and open ditch 8 feet below starting grade level
Tunnel Laborer
Tunnel Miner
Tunnel Miner Tender
Underground Laborer
Underpinning

Classification 6

Blasting person (dynamite or substitute products)
Tunnel Miner under pressure

Classification 7

Watchperson

SCHEDULE 13 Wage Rates

Entire State of North Dakota:

A. Journey Laborers

May 1, 2017 – Total Increase \$1.30 Allocated as follows:

<u>Class</u>	<u>Rate</u>	<u>VAC¹</u>	<u>H&W</u>	<u>Pen</u>	<u>TR/AP</u>	<u>LECET</u>	<u>LHS²</u>	<u>TOTAL</u>
1	23.33	2.20	7.75	5.10	0.32	0.08	0.02	38.80
2	23.53	2.20	7.75	5.10	0.32	0.08	0.02	39.00
3	23.68	2.20	7.75	5.10	0.32	0.08	0.02	39.15
4	23.78	2.20	7.75	5.10	0.32	0.08	0.02	39.25
5	24.03	2.20	7.75	5.10	0.32	0.08	0.02	39.50
6	25.33	2.20	7.75	5.10	0.32	0.08	0.02	40.80
7	21.33	2.20	7.75	5.10	0.32	0.08	0.02	36.80

Pipelay, Laser Beam (sewer, water, gas) - \$1.50 above Classification 1 rate.

Foreman/Lead \$1.20 - above highest paid laborer supervised.

General Foreman \$1.50 - above Foreman scale (appointed at employers discretion).

Effective May 1, 2018 - \$1.30 total increase, fringe benefits allocations to be determined.

Effective May 1, 2019 - \$1.30 total increase, fringe benefits allocations to be determined.

¹Vacation is a taxable wage and is to be included in the base rate.

²Laborers Health & Safety Fund

1. Large Concrete Road Paving Projects (Excluding Bridge Decks)

The Employer may hire a person with no construction experience for the first 300 hours at the current federal prevailing wage rate with no benefits. After 300 hours, the worker shall enroll in the Laborers' Apprenticeship program. No more than 50% of workers on the project shall be employed in this classification.

B. Apprentice Laborers

Percentage of Journeyworker Hourly Rate		Covered Hours of Employment
Level 1	80%	0 to 1,500 Covered Work Hours, and 0 to 100 Related Training Hours;
Level 2	87%	1,501 to 3,000 Covered Work Hours, and 101 to 200 Related Training Hours;
Level 3	95%	3,001 to 4,000 Covered Work Hours, and 201 to 288 Related Training Hours.

All fringe benefit contributions by Employers for Apprentices shall be the same as for Journeyworkers in the class which governs the work being performed. An Employer may unilaterally pay wages or benefits to an Apprentice which are greater than the preceding minimum amounts. If an Apprentice candidate is not registered as an Apprentice at the Training Center office within eight (8) business days of employment, the worker shall be deemed a Journeyworker for wage and benefit purposes.

Fringe Benefit contributions are to be sent to:

Zenith American Solutions
P.O. Box 124
Minneapolis, MN 55440-0124

LETTER OF UNDERSTANDING

The Contractors signatory to the North Dakota Highway-Heavy Agreement and Laborers' District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions agree this Letter of Understanding, signed July 2, 1975, applies to this and all future Agreements:

The Employer members signatory to this Agreement will not sue the Local Union for refusal to require workers to go through a separate

gate. The individual Employee who voluntarily refuses to go through a separate gate will not be discharged or disciplined and may be rehired if work is available, but without back pay.

In witness thereof, the parties have caused this Agreement to be executed, this fourteenth day of April, 2017.

The Acceptance to this Agreement is signed by the Employer or their authorized representative on behalf of the firm and an authorized Local Union representative on behalf of the Laborers' District Council of Minnesota and North Dakota and covers all work covered by said Agreement in the State of North Dakota, May 1, 2017 through April 30, 2020.

Local 563	Bismarck	701-223-5991
	Twin Cities Metro Area	612-781-6933
Apprenticeship Office & Training Center		
	Toll Free	888-758-6466
Zenith American Solutions		
	Toll Free	800-814-4240

www.MinnesotaLaborers.org

06/2017

