

LABORERS AGREEMENT

between

**St. Cloud Area
Building Contractors**

and

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

On behalf of

Laborers Local 563

2016 • 2017 • 2018

Expires April 30, 2019



ST. CLOUD AREA BUILDERS AGREEMENT
May 1, 2016 – April 30, 2019

THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, hereof, establish rates of pay, wages, hours of employment, fringe benefits, and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining or involving such parties on construction work in the State of Minnesota. Throughout this Agreement, wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

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 relationship existing during the past years between the Employer and the Employees represented by the Union.

ARTICLE 2
Designation of Parties

The labor organization on its own behalf and on behalf of the Employees whom it represents and on whose behalf it is recognized or is to be recognized, hereinafter called Union, is a party 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 Union is several and not joint, as related to other craft unions.

The companies or individuals signatory to this Agreement, hereinafter called Employers or Contractors, are party to this Agreement and agree to be bound to the terms of this Agreement.

ARTICLE 3
Union Recognition

The Employer hereby recognizes the Union 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 Union is hereby recognized hereunder by the Employer as the sole and exclusive bargaining representative of the Employees represented by them. The Union represents that they are qualified for such recognition.

ARTICLE 4
Scope of Agreement

This Agreement shall govern work done in the counties of Becker, Benton, Big Stone, Cass, Chippewa, *Clay, Crow Wing, Douglas, Grant, Hubbard, Kandiyohi, Meeker, Morrison, Otter Tail, Pope, Stearns, Stevens, Swift, Todd, Traverse, Wadena, and Wilkin.

*Except for city limits of Moorhead in Clay County, in which the North Dakota Builders Agreement applies.

ARTICLE 5
Union Security

The Union recognized under Article 3 of this Agreement shall be entitled to Union Security to the extent that each Employee in the collective bargaining unit represented by such Union shall, on the eighth (8th) working day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of

this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment.

The Employer will be required to dismiss Employees who refuse to comply with this Union Shop provision after personal notification by a bona fide representative of the Union to a responsible representative of the Employer on the job. The Union shall be entitled to approach individual Employees for organizational purposes as provided by law.

ARTICLE 6

Hiring Employees

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

Nothing in this Agreement shall be deemed to constitute a hiring hall or require the Employers to call only the Union for Employees, or to hire only Employees referred by the Union. 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.

The Employer shall inform Employees that the Employer is a Union Contractor and as such, Employees on or before the eighth (8th) working day of employment become and remain a member in good standing as a condition of employment.

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program was established. The Apprenticeship Committee is made up of an equal number of Employer Trustees and Union Trustees. The parties incorporate by reference the terms and conditions of the Minnesota Laborers Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request.

A. Journey Laborers and Enrolled Apprentices. The Employers agree to give the Union the first opportunity when hiring Journey Laborers and enrolled Apprentices. First opportunity shall be defined to mean that the Employer shall call the Union for not less than the first 50% of their Journey Laborers and Enrolled Apprentices.

B. Apprentice Candidates. An Employer seeking to hire an Apprentice Candidate shall first contact the Union Local with geographical jurisdiction. The Local shall refer to the Employer an Enrolled Apprentice from the Local's out-of-work list. If an Apprentice is not available from the Local Union, then the Employer may directly engage an Apprentice Candidate and then refer that individual to the Apprenticeship Program as a sponsor. The individual must be enrolled with the Apprenticeship Program as an Apprentice within eight (8) business days of employment.

C. In situations where the Contractor determines as a means to advance business relationships or in other extenuating circumstances, the Contractor may directly hire an Apprentice Candidate, Enrolled Apprentice or Journey Laborer after notifying a Local Union Representative.

D. If an Apprentice Candidate is not registered as an Apprentice at the Apprenticeship office within eight (8) business days of employment, the Employee shall be deemed a Journey Laborer for wage and benefit purposes. Failure to register may result in action pursuant to Article 11.

ARTICLE 7

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 Workers Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from this Union 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 Minnesota Department of Labor.

D. The parties hereby agree that the Employers, who are parties to this Agreement may, at their option, participate in the Union Construction Workers Compensation Program, a Collectively Bargained Workers Compensation Program, which will enable the Employers to provide workers compensation benefits to eligible Employees under this Collective Bargaining Agreement.

ARTICLE 8

Conflicting Agreements

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

ARTICLE 9

Violations 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 violations 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 calculation.

B. Reasonable evidence of clerical error or honest mistake in interpretation of the 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 10

Discharge

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

ARTICLE 11

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. **Disputes Board.** If a satisfactory settlement cannot be reached between the Union and the Employer within five (5) working days of the matter being brought to the parties attention, the matter may be brought to the Labor-Management Basic Trades Disputes Board (hereinafter "Disputes Board"), if both parties agree in writing. In such case the grieving party shall submit a written statement of the claim and facts of the matter to other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee).

Both parties must sign an Agreement to bring the matter before the Disputes Board. Both parties must sign the document binding them to Board decision. If either party does not attend the meeting after signing the above and being notified of the meeting date and time, a decision will be rendered though they are not present.

Decisions of the Disputes Board will be drafted at the conclusion of the meeting, signed by members of the Board, and distributed to both parties at that time.

The Disputes Board is to be made up of equal numbers of Management and Labor representatives who will meet regularly to settle any disputes (other than jurisdictional disputes), to avoid work stoppages, or other problems affecting productivity. This Board shall have no power to add to, delete, or modify, any of the terms or provisions of this Agreement. All decisions of the Disputes Board shall be final and binding on the parties.

If either party, after signing above documents, refuses to abide by the decision of the Disputes Board, economic action may be taken by the other party.

C. Arbitration. Should the Disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the Joint Disputes Board then 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 elect which 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 thus selected shall set the time and place for hearings, which shall begin no later than ten (10) working days after his or her 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 the parties 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 final decision has been issued.

ARTICLE 12

Management

Management reserves the right to manage its job 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 13

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. Further, the Employer will encourage Employees to attend safety training available through the Construction Laborers Education, Apprenticeship & Training Fund of Minnesota and North Dakota.

C. Such safety equipment as required by governmental regulation shall be provided without cost to the Employee. 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 condition 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. Employees will be compensated for attending safety meetings conducted by the Employer on the jobsite.

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 and the AGC of Minnesota is incorporated herein by reference and is made a part of this Collective Bargaining Agreement.

Employers may require drug and alcohol testing of Employees and applicants for employment, including random testing, if the Employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statutes.

This program is available to any signatory Employer on a non-mandatory basis.

ARTICLE 14

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, banners, or watchmen employed by the Contractor.

ARTICLE 15

Strikes, Lockouts, Work Interference

The Union and the Employer 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 the Union 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 procedures established in Article 11.

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 liable for disciplinary action.

ARTICLE 16

Subcontractors

The Employer agrees that, while subletting or contracting out Laborers work at the job site, the Employer will sublet or contract such work only to a Subcontractor who has signed or is otherwise bound by a written labor agreement entered into with the Union.

When situations arise where it is claimed that no Union Subcontractor is available for the proposed work, the Employer and the Union shall meet and agree upon a solution, which may include a Project Agreement.

The Union agrees that when the Employer is required by any imposed requirement to sublet, contract out or award bargaining unit work to any Minority, Disadvantaged, Small and/or Female Business Enterprise or any other such similarly designated enterprise, and a dispute exists, the Employer and the Union shall meet and agree upon an equitable solution to the dispute, which may include a Project Agreement.

Upon request by the Union, the Employer agrees to supply a list of Subcontractors who are bidding and who will perform work on the project.

ARTICLE 17

Union Representatives

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. 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.

ARTICLE 18
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 19
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 20
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 21
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 he shall receive all money due him in cash or negotiable check within twenty-four (24) hours. If the Employee does not appear to collect his check the Employer will immediately mail his check to the Employee's last known address. This provision is intended to conform to State Statute 181.13.

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

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

ARTICLE 22
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 Pension, Health and Welfare, Vacation, Training/Apprenticeship and LECET as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The fringe benefit funds shall be known separately as the Minnesota Laborers Pension Fund, the Minnesota Laborers Health and Welfare Fund, the Minnesota Laborers Vacation Fund, the Construction Laborers Education, Training and Apprenticeship Fund of Minnesota and North Dakota and the Minnesota Laborers-Employers Cooperation and Education Trust (LECET) Fund and collectively as the Minnesota Laborers Fringe Benefits Fund ("Fund(s)") under separate Trust Agreements, copies of which are available upon request from the Fund Administrator, and to which the Employer is automatically bound. The Funds' Trustees shall equally represent the Union and the Employer.

1. The fringe benefit contributions are to be paid on one check and submitted to the agent of the Funds as designated by the Trustees.

2. (a) The Employer is required to accurately report all hours worked by each Employee covered by this Agreement on a report form provided by the Fund Administrator.

(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 pyramided for work performed at one and one-half and double time (see Schedule 14.) The Pension, Health and Welfare, Training and LECET contributions are not pyramided, but shall 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 14, 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. 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. The Employer shall maintain adequate records from which the Funds may determine whether Employees worked outside the scope of the Agreement.

5. (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), the Employer shall also 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) An Employer is also required to pay interest on all delinquent fringe benefit contributions at the rate prescribed by the Trustees in the Trust Agreements as may be amended from time to time.

(d) If an Employer becomes delinquent for a particular work month (as provided in (a) above), as to any or all of the Trust Funds, or should the Trust Funds reasonably deem themselves insecure in the payment or collection of fringe benefit contribution payments by reason of the Employer's past delinquencies, insolvency, insufficient capitalization, and/or lack of assets subject to attachment, then the Fund Administrator, upon submission of an affidavit of the Fund Administrator to the 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 contributions reasonably 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 may refuse to supply persons and may prohibit Employees covered by this Agreement from working for any delinquent Employer or any Employer who fails or refuses to provide or maintain any bond under this Paragraph 6(d) or who otherwise violates the provisions of this Article.

(e) Illustration of clauses (a), (b), (c), and (d): If an Employer's report and payment for fringe benefit contributions for the January work month have not been postmarked before February 16, such Employer becomes delinquent at that point and must pay the full amount due, plus 10% of the delinquent amount, plus interest. If the report and the full payment for January (including the 10% liquidated damages amount and interest) are not postmarked before March 16, the Fund Administrator may submit an affidavit to the Employer and the Employer must then post a bond in the amount of \$20,000 or 125% of the estimated amount in addition to reporting and paying the full amount due.

(f) 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. The Trustees at their discretion may reimburse (from the Funds) 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.

(g) 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, a complete set of all relevant employment and payroll records, including but not limited to federal forms W2 and W3, federal quarterly 941 forms, federal forms 1099 and 1096, Minnesota Unemployment Quarterly Reports (MUTAs or MN UCs) or such similar state required quarterly reports, time cards, payroll and check registers. This includes 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 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, the Unions 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.

Each Employer bound to this Agreement is obligated to maintain adequate records to identify the type of work being performed by its Employees to allow the Funds to determine whether the Employer is accurately reporting hours to the Funds. If the Employer fails to maintain satisfactory records from which the type of work being performed by an individual may reasonably be determined, the Employer will be held liable for all of the hours worked by that individual for whom the Employer is unable to produce satisfactory records verifying the type of work being performed by that individual.

(h) Notwithstanding the provisions of Article 11 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. The Trustees or the Funds may proceed with legal action without pursuing or participating in any dispute resolution process contained in this Agreement.

(i) 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 date of employment, REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION.

(j) No Agreement will be signed with any Employer who is delinquent with the submission of payment for fringe benefit contributions, past or present, unless or until fully paid. An Employer with a history of delinquencies may be required to post a fringe benefit bond in the manner and amounts as provided for in Section 5(d) of this Article, prior to the execution of a new Agreement.

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

7. 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 23
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 24
Entire Understanding

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

ARTICLE 25
Duration

- A. All terms of this Agreement shall take effect May 1, 2016.
- B. This Agreement shall remain in full force and effect through April 30, 2019.
- 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 broke off, or until a strike or lockout occurs.

ST. CLOUD AREA BUILDERS SCHEDULES

SCHEDULE 1
Others Doing Laborers' Work

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

SCHEDULE 2
Call in Pay

Employees shall receive full time pay for all time spent in the service of the Employer. There shall be no split shifts. When an Employee is called to work, he shall receive two hours' pay if not put to work. If he is called to work and commences work, he 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 3
Job Stewards

The Employer recognizes the right of the Union 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 Employer also agrees 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.

The Employer agrees that on any job where he has 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 man and shall be a part of the working crew.

SCHEDULE 4

Hours, Shifts, Overtime, Sundays and Holidays

A. 7:00 a.m. to 3:30 p.m. shall constitute a regular day shift, however as a means to promote job efficiency, the Employer may adjust the 7:00 a.m. start time up to two (2) hours earlier or one (1) hour later.

All Employees who work other than the day shift shall receive eight (8) hours pay for seven (7) hours work if such shifts continue for four (4) consecutive working nights or more. If such night shifts do not so continue, all time worked hereon shall be paid for at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay.

All time worked in excess of eight (8) hours in any one day period or on Saturday, shall be paid at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay.

Double time shall be paid for all work performed on Sunday and the following holidays or days celebrated as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

B. It shall be understood that there shall be no pyramiding of overtime and Employees shall not be paid both daily and weekly overtime.

C. It is agreed that in situations beyond the control of the Contractor, in owner occupied buildings or facilities; the Contractor may schedule all work, or portions of work, which starts and ends outside the normal workday. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time. In the event such work is required, the Contractor will provide the Union with advance notification of at least twenty-four (24) hours that work is being performed outside the regular schedule.

D. Notwithstanding the language in item A. above, for demolition work only. The Contractor may schedule work as a single shift that starts after 10:00 p.m. Sunday through Thursday. All Employees working this shift shall receive eight (8) hours pay for seven (7) hours work if such shift continues for four (4) consecutive working nights or more. If such shifts do not continue, all time worked on Sunday shall be paid at the two (2) times the regular straight time hourly rate of pay. All other time worked shall be paid at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay.

E. Notwithstanding the language in item A. above, **for masonry work only.** The Employer may schedule four (4) 10-hour days, Monday through Friday to constitute the forty (40) hour week at straight time. In the event that any one of the regularly scheduled days cannot be worked due to inclement weather, the fifth non-weekend day may be used as a make-up day. The Employer is to notify the Union by fax or email prior to establishing a schedule of four (4) ten-hour days.

When 4/10s are scheduled, all time worked in excess of ten (10) hours in any one day or on Saturday shall be paid at the rate of one and one-half (1½) times the Employee's regular straight time hourly rate of pay. All time worked on Sundays and Holidays shall be paid at double the Employee's regular straight time hourly rate of pay.

This provision will expire on April 30, 2019.

SCHEDULE 5

Breaks

A. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular workday. If an Employee is required to work five (5) consecutive hours without a meal break, he shall be compensated for the thirty (30) minutes so worked at the applicable rate of pay. This is not to be construed to deny the Employee time to eat his meal.

B. There shall be one break in the forenoon and one break in the afternoon. The break shall not exceed ten (10) minutes from the time work stops until work resumes. The break shall be taken in close proximity to the Employee's workstation. On shift work this schedule shall also apply.

SCHEDULE 6

Watchpersons

Watchpersons shall receive the Laborers Class 4 rate per hour on the basis of a forty (40) hour week, with time and one-half (1½) for overtime after forty (40) hours, but not for daily overtime over eight (8) hours, nor for Saturday, Sunday, and holiday time, unless such hours are worked beyond forty (40) hours. Watchpersons shall not be hired for less than eight (8) hours in any one day. Where only one Watchperson is employed the minimum workweek shall be forty (40) hours. When two or more Watchpersons are employed, overtime shall be divided equally. Watchpersons shall not be required to tend Salamanders or perform any manual labor; provided however, that the foregoing classification of Watchperson shall be eliminated from the Agreement in the event that it should be determined by the National Labor Relations Board that Watchpersons qualify as Guards within the meaning of the Labor-Management Relations Act of 1947.

SCHEDULE 7

Tending of Salamanders

When tending of Salamanders is required at night, two Laborers for each shift shall be hired at straight time with a maximum week of forty (40) hours.

SCHEDULE 8

Work in Two Wage Classifications

Employees working in a classification which provides for a rate in excess of the Construction Craft Laborer rate shall be paid four (4) hours at the higher rate if they perform work in the higher classification for two (2) to four (4) hours. They shall be paid eight (8) hours at the higher rate if they perform work in the higher rate classification over four (4) hours. If they perform work in the higher rate classification for two (2) hours or less or if the work is shut down, they shall be paid the higher rate for hours actually worked in the higher rate classification.

SCHEDULE 9

Air Pressure on Caisson Work

In the event air pressure is needed on caisson work, the rate agreed to in the AGC Highway and Heavy Agreement shall be paid.

SCHEDULE 10

Labor Foreman

On all construction jobs where eight (8) or more workers are employed, there shall be a Labor Foreman who shall receive wages as set forth herein.

SCHEDULE 11
Apprenticeship Training

A. The Employer agrees that before hiring an Apprentice, the Employer will contact the Apprenticeship Office to verify that the Apprentice is current with his or her Apprenticeship Training Requirements.

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 during a contract year, and if the Apprentice has been employed by the Contractor 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 12
Classifications

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.

Any question relative to the classification of a worker will be settled by the Employer and the Union.

Classification 1

Construction Craft Laborer
Asbestos and Hazardous Waste Tech
Chain Saw Operator
Carpenter Tender
Cleanup
Concrete Saw, Drill Operator
Concrete Vibrator
Concrete Laborer
Confined Space Watch
Damp Proofer below grade
Demolition and remodeling excluding demolition of
 an entire structural system
Demolition of Mechanical Systems
Drill Runner Helper
Dump person - dirt, asphalt, concrete, cement
Firewatch
Flagperson with certification
Ground Thaw - all types
Heater Tender - all types
Hot Tar Caulker - corker
Hydro Blast or waterblaster
Joist Handlers
Lead Abatement
Mason Tender – including but not limited to tending & maintaining
 automated and robotic brick and block laying machinery
Material Handlers - all types Power Buggy
Mortar Mixer - cement or any other substitute material or composition

Pipe Handler
Pneumatic and Electric Tools, Jackhammer, Paving Buster,
Chipping Hammer, Tamper Operator, etc.
Rebar Laborer
Remote Control Tamper
Signal Person
Snow Blower Operator
Swing Stage Line Scaffold (not including "patent" scaffolding)
Tool Crib Checker
Torchperson - gas, electric, thermal or similar device

Classification 2

Caisson work
Mounted Wall Saw Operator
Nozzle Operator - gunite, cement, sandblasting, micro abrasive blasting
Pipelayer
Pipe Rehab Technician including cleaning, cutting, cameraing, etc.
Refractory Worker
Remote Control Demo Machine and related accessories (electric/hydraulic)
Sheeting Setter and Drivers, heavy building excavation
Underground Work - open ditch or excavation 8' below grade
Underpinning

Classification 3

Driller for blasting purposes
Dynamite Blasters or substitute products
Tovex TR, water, gas, gel, bristar, silent dynamite, etc.

Classification 4

Watchperson

SCHEDULE 13

Fair Contracting Foundation, Labor-Management Cooperative Committee (LMCC)

Effective May 1, 2013 the parties agree to participate in and fund the Fair Contracting Foundation of Minnesota (FCF) through a Labor-Management Cooperation Committee Trust Fund, pursuant to Sec. 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175a and Sec. 302(c)(9) of the Labor Management Relations Act, as amended.

The parties agree that the terms and conditions of this labor agreement help establish industry standards for safety, training, workforce availability, dependable benefits and reasonable wages. Unlawful conduct on construction projects jeopardizes these negotiated terms, interferes with contractors' lawful competition, erodes industry standards and conflicts with society's interests at large. Therefore, the FCF is established as a LMCC to monitor and enforce compliance with federal, state and local laws, rules and regulations. FCF's further purpose is to study and implement solutions to problems that impede fair competition and stunt economic development in the industry.

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 FCF as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The FCF contributions are to be paid on one check along with the other fringe benefit contributions and submitted to the agent of the Funds as designated by the Trustees. The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, any amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated into this Article by reference.

This provision will expire on April 30, 2019.

SCHEDULE 14
Wage Rates

The Employer agrees to pay the wage rates including benefits as listed herein for all Employees covered under this agreement from the first day of employment, regardless of whether or not such Employees are members of the Union.

A. Journeyworkers

St. Cloud/Brainerd/Willmar Area: Benton, Cass, Crow Wing, Douglas, Hubbard, Kandiyohi, Meeker, Morrison, Pope, Stearns, Todd, and Wadena Counties.

Over \$950,000 Total Construction Project: This rate applies to all work on industrial sites regardless of dollar amount on project.

Effective May 1, 2016 – Total increase of \$1.90

<u>Class</u>	<u>Rate</u>	<u>Vac</u> ¹	<u>H&W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> ²	<u>TOTAL</u>
1	27.26	2.20	7.65	6.42	.32	.08	.02	43.95
2	28.01	2.20	7.65	6.42	.32	.08	.02	44.70
3	28.26	2.20	7.65	6.42	.32	.08	.02	44.95
4	25.28	2.20	7.65	6.42	.32	.08	.02	41.97

Foreman: \$2.50 over classification scale in which employed

General Foreman: \$2.50 over Foreman scale

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1½) times when overtime is worked and at two (2) times on Sundays and holidays.

²Fair Contracting Foundation (see Schedule 13)

May 1, 2017 Total increase \$1.95, allocations TBD

May 1, 2018 Total increase \$1.95, allocations TBD

Under \$950,000 Total Construction Project

Effective May 1, 2016 – Total increase of \$1.90

<u>Class</u>	<u>Rate</u>	<u>Vac</u> ¹	<u>H&W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> ²	<u>TOTAL</u>
1	25.51	2.20	7.65	6.42	.32	.08	.02	42.20
2	26.26	2.20	7.65	6.42	.32	.08	.02	42.95
3	26.51	2.20	7.65	6.42	.32	.08	.02	43.20
4	23.53	2.20	7.65	6.42	.32	.08	.02	40.22

Foreman: \$2.50 over classification scale in which employed

General Foreman: \$2.50 over Foreman scale

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1½) times when overtime is worked and at two (2) times on Sundays and holidays.

²Fair Contracting Foundation (see Schedule 13)

May 1, 2017 Total increase \$1.95, allocations TBD

May 1, 2018 Total increase \$1.95, allocations TBD

Fergus Falls Area: Becker, Big Stone, Chippewa, Clay*, Grant, Otter Tail, Stevens, Swift, Traverse, and Wilkin Counties (*Clay County: not including the city limits of Moorhead in which the North Dakota Builders Agreement applies.)

Over \$950,000 Total Construction Project: This rate applies to all work on industrial sites regardless of dollar amount on project.

Effective May 1, 2016 – Total increase of \$1.90

<u>Class</u>	<u>Rate</u>	<u>Vac</u> ¹	<u>H&W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> ²	<u>TOTAL</u>
1	25.66	2.20	7.65	6.42	.32	.08	.02	42.35
2	26.41	2.20	7.65	6.42	.32	.08	.02	43.10
3	26.66	2.20	7.65	6.42	.32	.08	.02	43.35
4	23.68	2.20	7.65	6.42	.352	.08	.02	40.37

Foreman: \$2.50 over classification scale in which employed

General Foreman: \$2.50 over Foreman scale

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1½) times when overtime is worked and at two (2) times on Sundays and holidays.

²Fair Contracting Foundation

May 1, 2017 Total increase \$1.95, allocations TBD

May 1, 2018 Total increase \$1.95, allocations TBD

Under \$950,000 Total Construction Project

Effective May 1, 2016 – Total increase of \$1.90

<u>Class</u>	<u>Rate</u>	<u>Vac</u> ¹	<u>H&W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> ²	<u>TOTAL</u>
1	23.91	2.20	7.65	6.42	.32	.08	.02	40.60
2	24.66	2.20	7.65	6.42	.32	.08	.02	41.35
3	24.91	2.20	7.65	6.42	.32	.08	.02	41.60
4	21.93	2.20	7.65	6.42	.32	.08	.02	38.62

Foreman: \$2.50 over classification scale in which employed

General Foreman: \$2.50 over Foreman scale

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1½) times when overtime is worked and at two (2) times on Sundays and holidays.

²Fair Contracting Foundation

May 1, 2017 Total increase \$1.95, allocations TBD

May 1, 2018 Total increase \$1.95, allocations TBD

B. Apprentices

<u>Hourly Rate Under the Collective Bargaining Agreement</u>		<u>Covered Hours of Employment</u>
Level 1	80%	Entry in the Apprenticeship Program to completion of 1,500 covered work hours and 100 hours of Related Training;
Level 2	87%	Upon achieving 1,501 covered work hours and 101 hours of Related Training;
Level 3	95%	Upon achieving 3,001 covered work hours and 201 hours of Related Training.

Apprentice status ends and 100% of the applicable hourly rate under the governing collective bargaining agreement is paid upon achievement of 4,000 covered work hours and 288 Related Training hours.

All fringe benefit contributions for Apprentices shall be the same as for a Journeyworker.

An Employer may unilaterally pay wages to an Apprentice that are greater than the preceding minimum amounts.

Vacation, Health & Welfare, Pension, Training/Apprenticeship, LECET and FCF contributions are to be sent to: Zenith American Solutions, P.O. Box 124, Minneapolis, MN 55440-0124.

SCHEDULE 15 Worker Readiness

The Union and Employers recognize the value of a skilled and motivated workforce. To that end, labor and management agree as follows:

A. During the term of this Agreement, all workers covered by this Agreement should attend and successfully complete the OSHA 10 hour course at the Construction Laborers Education and Training Center.

B. During the term of this Agreement, all workers covered by this Agreement should attend a minimum of eight (8) hours of skill improvement classes sponsored either by the Employer or the Education and Training Fund at the Laborers Training Center.

Scheduling of these courses shall be the responsibility of the Employer in collaboration with the Union and the Education and Training Fund.