

LABORERS BUILDERS AGREEMENT

between

**Associated
General Contractors
of Minnesota**

and

**Laborers' Local 1091
Minnesota**

Affiliated with

**Laborers' District Council
of Minnesota**

and

North Dakota

2017 • 2018 • 2019

Expires April 30, 2020

**BUILDERS AGREEMENT
ASSOCIATED GENERAL CONTRACTORS
AND LABORERS LOCAL 1091 - DULUTH
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, 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 relations and collective bargaining between or involving such parties on construction work in the State of Minnesota.

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

**ARTICLE 1
Consideration 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 the past years between the Employers and the Employees represented by the Union.

**ARTICLE 2
Designation of Parties**

A. The Associated General Contractors of Minnesota (hereinafter called AGC) is a party to this Agreement in a representative capacity, and as agents only, acting on behalf of certain of its members who have agreed to be bound to the terms of this Agreement through the AGC, whose members, are listed on Schedule 1, which is attached hereto, and on behalf of such additional Employers as may execute identical counterparts thereof, through the AGC are entitled to recognition, in such capacity, as agent and collective bargaining representative for Employers who are or may become, parties hereto,

for all purposes of this Agreement, including its right in such capacity to represent such Employer parties before the NLRB or otherwise pursuant to and or in aid, support, or enforcement of the terms and provisions of this Agreement. The Union agrees to notify the AGC in writing of all who sign this Agreement other than those signed through AGC.

B. The AGC members who have agreed to be bound to the terms of this Agreement through AGC 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 on their own behalf and on behalf of the Employees whom they represent and on whose behalf they recognize 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 Union is several and not joint, as related to other craft unions.

ARTICLE 3

Union Recognition

The Employers hereby recognize 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 where applicable, 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 building construction and industrial work covered by this Agreement, in the following areas: Aitkin, Carlton,

Cook, Kanabec, Lake, Mille Lacs, Pine, and southern St. Louis County south of T55 N. (Two miles north of Cotton on Highway 53, County Road 967 is T55 N.)

ARTICLE 5

Union Security

The Unions 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) 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 by law.

ARTICLE 6

Hiring Employees

The Employers from outside the jurisdiction of a local covered under this Agreement that performs work within that Local's jurisdiction agrees to give the Local the first opportunity when hiring all Employees. First opportunity shall be defined to mean that the Employer call the union for not less than the first 50% of their Journey Laborers and enrolled Apprentices.

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

The Employer or his Supervisor may inform new Employees that the Employer is a Union Contractor and as such, Employees on or before

the eighth (8th) day of employment become and remain a member in good standing as a condition of employment.

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

When called and the Union fails to provide qualified personnel within forty-eight (48) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale as contained herein.

The Construction Craft Laborer Apprenticeship Program has been established by the Apprenticeship Committee which 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 from outside the jurisdiction of a Local covered under this Agreement that performs work within that Local's jurisdiction agrees to give the Local the first opportunity when hiring all 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.

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.

If an Apprentice Candidate is not registered as an Apprentice at the Apprenticeship office within eight (8) business days of employment, the worker 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 Workmen's Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from these Union are employed on the job.

C. 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 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.

If the Unions enter into any Agreements with any individual Employer or group of Employers competing in the same type of work which provides for his, its, or their Employees less favorable wages, hours or

conditions than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions.

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 violation shall be paid by the Employer at a rate of two (2) times that 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 an honest mistake in the interpretation of this Agreement shall exempt the Employer from the double penalty provisions. In such 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. Where there is evidence of collusion between the Employer and the 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 Board of Arbitration so orders.

ARTICLE 10

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 regulation prescribed by the Employers or any governmental agency. No Employee shall be discharges 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. The Union shall copy the AGC on written grievances and the AGC shall verify receipt of notification.

B. Settlement. Within 10 working days of receipt, the AGC shall communicate with the Union and the affected Contractor and make an attempt to facilitate settlement of the grievance.

C. Disputes Board. If a satisfactory settlement cannot be reached between the Union and the Employer within fifteen (15) working days of the matter being brought to the parties' attention the matter may be brought to the Labor-Management Basic Trades 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 and the Union. (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 to the Disputes Board. Both parties must sign the document binding them to Board decisions. If either party does not attend the meeting after signing 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 made up of equal numbers of Management and Labor representatives, neither of whom may be from the Union(s) or Employer(s) involved in the dispute, 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.

D. 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 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 the 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.

Any of the timelines in this Article may be extended by written mutual agreement.

ARTICLE 12

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 13

Safety

A. Accident and injury free operations shall be the goal of all Employers and Employees. To this end the Employer and Employees 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 his 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 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.

D. Drug/Alcohol Program as follows: The Labor User Contractor (LUC) Committee Joint Labor Management Uniform Drug/Alcohol Abuse Program is incorporated herein by reference and is made part of this collective bargaining Agreement. If a Contractor needs to adopt changes to the LUC program to meet the demands of a client, the

Union and Contractor agree to cooperate to make the necessary changes.

E. Safety Training Trust Fund

The parties to this Agreement agree that they will establish a Safety Training Trust Fund, which will be used to provide safety training to members of Local 1091. The Employers agree to contribute a total of fifteen (\$.15) cents per hour. The Union and the Employers agree to the following Fund language, which may be amended at any time upon mutual agreement of both parties.

The Employer shall contribute the designated amount per hour for each hour worked to a Safety Training Fund.

Both the Employers and the Union recognize that there have been many changes and advancements in OSHA laws, hazardous material laws and other governmental standards, which require Employee training. Therefore, it will be the responsibility of the Safety Training Fund to provide and pay for all required Employee training, which includes OSHA, MSHA and Owner or Employer requirements. The Training Fund shall provide documentation of completed training for each member.

All of the above training shall be performed in accordance with the recognized industrial standards and the appropriate authority shall issue certification. Union members shall provide evidence of current certifications in all of the above areas to the Employer upon request. The Employer has the right to refuse to employ any Union member that has not completed the above training requirements.

Recognizing the importance, of continued safety training and to ensure adequate funding, the Employers will contribute fifteen (\$.15) cents per hour effective June 20, 2011.

The Training Fund Trustees will implement and carry out the intent of this Article. The Trustees shall set the guidelines and rules as deemed necessary in order to provide full and adequate safety training.

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 Unions and the Employees agree that there shall be no strikes, lock-outs, work stoppages, slow-downs, sit-downs, stay-ins, 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 lock-outs during the existence of this Agreement without first giving the AGC or the Employer forty-eight (48) hours written notice and sending the dispute through procedures established in Article 11.

Spread-work tactics, slow-downs, 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
Subcontracting

The Employer agrees that, while subletting or contracting out laborer's 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 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.

ARTICLE 17
Union Representatives

Only authorized Union Representative shall have the right to confer with Employees on the job. Each and every Union Representatives 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 the 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 from the Employer, he/she shall receive all money due him/her in cash or negotiable check within twenty-four (24) hours. If the Employee does not appear to collect his/her check, the Employer will immediately mail his/her check to the Employee's last known address. This provision is intended to conform with the state statute 181.13.

D. An Employee who quits will be paid any wages due him/her 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, deduction, 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 under separate Trust Agreements, hereinafter called Fund(s), copies of which are available upon request from the Fund Administrator, and to which the Employer is automatically bound. The 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 paid for work performed at one and one-half and double time (see Schedule 18). 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 18, 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.

(c) If any local governing body or the state passes a new law or local ordinance within the geographical scope of this Agreement that requires the employer to provide new paid leave benefits to employees during the life of the Agreement, the parties agree that they will meet and confer for the purpose of drafting language to insert into this Agreement that will provide an excess and unambiguous waiver of such new paid leave requirements if the applicable law or local ordinance so allows.

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 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 of the Fund Administrator 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 reasonably estimated to come due within the six (6) 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 workers and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refuses to provide or maintain such a bond required under 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 whichever is greater, 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. Trustees at their discretion may reimburse (from the Fund) the Unions for picketing and bannered 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 W2s and W3s, federal quarterly 941 forms, federal forms 1099s and 1096s, 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 bannered 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, Grievances and Arbitration, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration. The 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 this Article, prior to the execution of a new Agreement. Any and all fringe 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.

6. Any and all fringe contribution rates shall be open for adjustment on any anniversary date upon thirty (30) days written notice to the AGC. 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 administrated by the Pension Fund Trustees.

8. Any employer signatory to this agreement may submit in writing to the Fund Coordinator, a request for information and shall be entitled to receive information regarding delinquent status of another employer. This information is available only when a Prime Contractor/ Subcontractor relationship exists.

ARTICLE 23

Savings 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 and past jurisdictional practices between parties hereto. Nothing, which is not contained herein, will be of any force or effect upon any party hereto. This Article shall not apply to the Letter of Understanding relating to Picket Line Clause of July 2, 1975.

ARTICLE 25

Duration

All terms of this Agreement shall take effect May 1, 2017. This Agreement shall remain in full force and effect through April 30, 2020.

Any party has the right to terminate 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.

Any party has the right to open this Agreement to negotiate amendments by giving notice to the other party sixty (60) days before the expiration of this Agreement. 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.

SCHEDULE 1
List of Contractors

SCHEDULE 2
Others doing Laborers' Work

If any 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, he/she shall receive two (2) hours' pay if not put to work. If he/she is called to work and commences work, he/she 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] railroad 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.

If a Contractor requests an Employee to go to work on the same day that the request is made, THAT PERSON WOULD BE GUARANTEED EIGHT (8) HOURS OF PAY FOR THAT DAY,

PROVIDED THAT THE employee is on the job within one and one half (1½) hours from the time the Employer makes the call. This would exclude shift work.

SCHEDULE 4

Travel and Subsistence Allowance

When, as and if money is paid an Employee under this Agreement on account of board, lodging, travel expenses, or the costs of other facilities, the Letter of Intent shall apply. Said payment is intended to reimburse the Employee for all or part of the expenses actually incurred by him/her in the furtherance of the Employers interests. Such payment shall not be included as part of the wages paid to the Employee and shall be given on a separate check.

Subsistence shall be paid to Employees at a rate of \$30.00 for each day of work on the job, for jobs located more than fifty (50) miles from the most direct road/route from the nearest point of the city limits of Duluth. Provided that on the job where an Employee might be eligible for subsistence as per above, no subsistence shall be paid if his/her residence is within fifty (50) miles by the most direct road/route from the job site. It is the responsibility of the Employee to establish the fact that his/her residence is more than fifty (50) miles from the job site, to the satisfaction of the Employer.

SCHEDULE 5

Notice

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

SCHEDULE 6

Job Stewards

The Employers recognize 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 Employers also agree the Job Steward shall be kept on the job until completion of the work

covered by this Agreement and is not to be laid off before such time without a hearing before a committee composed of a Representative of the involved Employer and a Officer of the Union, which the hearing shall be held no 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 7

Hours, Shifts, Overtime, Sundays and Holidays

1. Regular working hours are to be between 8:00 a.m. and 4:30 p.m. beginning on Monday through Friday each week. If mutually agreed between the Employer and the Employees, working hours may be adjusted up to one (1) hour earlier to promote job efficiency. The Union shall be notified of such adjustment in starting time by the Steward or the Employer in the absence of a Steward and such adjusted starting time shall be scheduled for at least four (4) consecutive working days in order to operate without overtime pay. Where shifts are employed, there shall be eight (8) hours pay for seven (7) hours work. In order to operate shifts without overtime pay, shifts shall be scheduled for four (4) consecutive days.

2. All work in excess of forty (40) hours in any one week, and eight (8) hours in any one day or on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

3. All work performed on Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, shall be paid for at the rate of two (2) times the regular rate of pay.

4. Forty (40) Hour Week:

a. (Between Labor Day and Memorial Day) In an effort to promote more work hours between Labor Day and Memorial Day (over the winter months), the Employer and the Union agree to work forty (40) hours per week, Monday through Friday, with no more than ten (10) hours worked each day, if mutually agreeable between both parties. No extra men shall be hired or transferred to a job for Friday, if the forty (40) hour work week was completed Thursday.

b. (Duration of Contract – In excess of fifty (50) miles from the city limits of Duluth) When mutually agreed to by the Employees and Employer and when a project is more than fifty (50) miles from the city limits of Duluth, the Employer may establish a four (4), ten (10) hour work day Monday through Thursday. Overtime will be paid at one and one-half (1½) time the regular rate of pay for all hours worked over ten (10) hours per day and/or forty (40) hours per week. All work performed on Friday and/or Saturday will also be paid at a rate of one and one-half (1½) times the regular rate of pay. No extra men/women shall be hired or transferred to a job for Friday.

SCHEDULE 8

Breaks

The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular working day. If an Employee is required to work five (5) consecutive hours without a meal break, he/she 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/her meal.

There shall be one (1) break in the forenoon and one (1) 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.

Any work consisting of ten (10) or more hours will constitute another break for each two (2) hours after eight (8).

SCHEDULE 9
Watchperson

Watchperson shall receive the Classification 5 rate per hour on the basis of a forty (40) hour week, with time and one-half (1½) times the rate of pay 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 (1) Watchperson is employed, the minimum work week shall be forty (40) hours. When two (2) 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 a Watchperson shall be eliminated from the Agreement. In the event, that it should be determined, by the National Labor Relations Board that Watchperson qualify as Guards within the meaning of the Labor Management Relations Act of 1947.

SCHEDULE 10
Tending of Salamanders

When tending of Salamanders is required at night, two (2) Laborers for each shift shall be hired at the Classification 1 rate of pay with a maximum week of forty (40) hours.

SCHEDULE 11
Signalperson

When, as, and if a Laborer is employed as a Signalperson, he shall be paid at the Classification 1 rate of pay.

SCHEDULE 12
Tool Crib Checker

When, as, and if a Laborer is employed as a Tool Crib Checker, that person shall be paid at the Classification 1 rate of pay. This shall not apply to a tool crib or shed where tools are simply stored overnight or when not in use.

SCHEDULE 13
Work In Two Wage Classifications

Employees working in a classification, which provides for a rate in excess of the Common 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 highest 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 14
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 15
Labor Foreman

On all construction jobs where six (6) or more Laborers' are employed, there shall be a Labor Foreman who shall receive wages set forth.

SCHEDULE 16
Asbestos Abatement Worker

An Asbestos Abatement Worker comes under the regulatory requirements of the U. S. Environmental Protection Agency, the Minnesota Pollution Control Agency and the Minnesota Department of Labor and Industry, Occupational Safety and Health Division. Regulations govern asbestos materials and exposures to the general public and Employees working on asbestos projects.

When an Asbestos Abatement Worker is procuring the necessary materials or equipment, preparing the work area, constructing the enclosure, building hygiene facilities, cleaning the work area, and

removing asbestos containing materials he/she shall receive the Classification four (4) rate of pay.

SCHEDULE 17

Classifications

Any question, relative to the classification of a worker will be settled by the Employer and the Union. Wage rate classifications in this contract establishes only a rate of pay for Employees employed by Management and in no way relates to manning projects.

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

CLASSIFICATIONS

Classification 1

Construction Craft Laborer

Carpenter Tender - Including scaffold handling

Cleanup (excluding janitorial work) – the cleanup or disposal of any construction materials or debris generated by the contractor signatory to this Agreement.

Concrete Laborer

Confined Space Watch

Damp Proofer – Below Grade

Drill Runner Helper

Dumpman – Dirt, Asphalt, Concrete, Cement

Fire Control

Firewatch/Holewatch

Flagperson/Traffic Control

Heater Tender – All Types

Hot Tar Caulker – Corker

Hoist Handlers

Insulated Concrete Forms (ICFs) - Assembly

Lead Abatement

Manual Snow Removal

Material Handlers – All Type Power Buggy

Rebar Laborer

Rigging & Signaling
Signal Person
Skidsteer, Forklift - Incidental use
Snow Blower Operator
Tool Crib Checker

Classification 2

Chain Saw Operator
Concrete Saw, Drill Operator
Concrete Vibrator
Demolition and Wrecking
Gunite, Sandblasting Machine Operator
Hydroblast
Mortar Mixer – Cement or any Substitute Material or Composition
Mounted Wall Saw Operator
Plastic Pipe Fusing
Pipe Handler
Pipe Rehab Technician – Cleaning, Cutting, Cameraing, Etc.
Pneumatic and Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Etc.
Swing Stage Line Scaffold – Not including “patent” scaffolding
Torchman – Gas, Electric Thermal or similar device

Classification 3

Caisson Worker
Hod Carrier
Nozzle Operator – Gunite, Cement, Sandblasting, Multiple Components
Pipelayer
Refractory Worker
Sheeting Setter and Drivers, Heavy Excavating
Underground Work, Open Ditch or Excavation 8' Below Grade
Underpinning

Classification 4

Asbestos Abatement Worker
Driller for Blasting purposes
Dynamite Blasters or Substitute products
Mason Tender - Including all scaffold and shelter

Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, Etc.
Hazardous Waste Worker

Classification 5
Watchperson

SCHEDULE 18
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 including time spent traveling between work sites and time driving company owned trucks or equipment when under the direction and supervision of the Employer, and not including commuting to and from home.

Duluth-Cloquet Area

Consisting of Carlton, Cook, Lake and Pine Counties and that part of St. Louis County, South of T.55 N. (Two (2) miles North of Cotton on Highway 53, County Road 967 is T.55 N.)

Effective May 1, 2017 – Total increase \$1.55, allocated as follows:

<u>CLASS</u>	<u>RATE</u>	<u>VAC¹</u>	<u>H&W</u>	<u>PEN</u>	<u>TR/APP</u>	<u>LECET</u>	<u>SAFE</u>	<u>TOTAL</u>
1	24.89	2.40	7.75	7.25	0.32	0.08	0.15	42.84
2	25.04	2.40	7.75	7.25	0.32	0.08	0.15	42.99
3	25.29	2.40	7.75	7.25	0.32	0.08	0.15	43.24
4	25.59	2.40	7.75	7.25	0.32	0.08	0.15	43.54
5	22.54	2.40	7.75	7.25	0.32	0.08	0.15	40.49

Foreman/Leadman \$1.50 above highest classification employed in.

¹Vacation is a taxable wage and shall be paid for all hours worked and at 1½ or 2 times the hourly rate when overtime is worked.

Aitkin, Kanabec and Mille Lacs Counties

Effective May 1, 2017 – Total increase \$1.55, allocated as follows:

Projects OVER \$950,000

<u>CLASS</u>	<u>RATE</u>	<u>VAC¹</u>	<u>H&W</u>	<u>PEN</u>	<u>TR/APP</u>	<u>LECET</u>	<u>FCF</u>	<u>TOTAL</u>
1	27.16	2.50	7.75	7.02	0.32	0.08	0.02	44.85
2	27.91	2.50	7.75	7.02	0.32	0.08	0.02	45.60
3	28.16	2.50	7.75	7.02	0.32	0.08	0.02	45.85
4	25.18	2.50	7.75	7.02	0.32	0.08	0.02	42.87

Projects UNDER \$950,000

<u>CLASS</u>	<u>RATE</u>	<u>VAC¹</u>	<u>H&W</u>	<u>PEN</u>	<u>TR/APP</u>	<u>LECET</u>	<u>FCF</u>	<u>TOTAL</u>
1	25.41	2.50	7.75	7.02	0.32	0.08	0.02	43.10
2	26.16	2.50	7.75	7.02	0.32	0.08	0.02	43.85
3	26.41	2.50	7.75	7.02	0.32	0.08	0.02	44.10
4	23.43	2.50	7.75	7.02	0.32	0.08	0.02	41.12

Effective May 1, 2018, \$1.60 increase, allocations TBD.

Effective May 1, 2019, \$1.60 increase, allocations TBD.

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

All Fringe Benefits are to be sent to: Minnesota Laborers' Fringe Benefit Funds, P.O. Box 124, Minneapolis, MN 55440-0124, (651) 256-1800 or toll free: (800) 814-4240.

If you need additional information, you may call (218) 728-5151.

SCHEDULE 19 Apprenticeship

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program was established. The Training/Apprenticeship committee is made up of an equal number of Employer Trustees and Union Trustees.

A. Program Outline

	Hourly Rate Under the Collective Bargaining Agreement	Covered Hours of Employment
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 at 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 benefits contributions for Apprentices shall be the same as a Journey Laborer. An Employer may unilaterally pay wages to an Apprentice, which, are greater than the preceding minimum amounts.

B. 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.

LETTER OF UNDERSTANDING

The Associated General Contractors of Minnesota and Laborers' Local No. 1091 agree this Letter of Understanding applies to Article XIV (14) of the 2017, 2018 and 2019 Agreement.

The AGC or its Employer members signatory to the Agreement will not sue the Local Union for refusal to require men 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.

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

Dave Semerad, Dir. Labor Relations
Mike Schechter, General Counsel

LABORERS LOCAL NO. 1091

Daniel Olson, President and Business Manager

IN WITNESS WHEREOF the parties have caused this Agreement to be executed.

Local 1091 Duluth 218-728-5151

**Zenith American Solutions
(Benefits)
Twin Cities 651-256-1800
Toll Free 800-814-4240**

Apprenticeship Office 651-762-8235

**Training Center
Twin Cities 651-653-6710
Toll Free 888-758-6466**

www.MinnesotaLaborers.org