

LABORERS AGREEMENT

between

**Northern Minnesota
Contractors Association**

and

Laborers' Local 1097

Affiliated with

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

2017 • 2018 • 2019

Expires April 30, 2020

AGREEMENT BETWEEN
NORTHERN MINNESOTA CONTRACTORS ASSOCIATION
and
LABORERS LOCAL 1097
May 1, 2017 - April 30, 2020

THIS AGREEMENT, by and between, or on behalf of the parties find in the capacities and status designated in Article 2, hereof, establish rates of pay, wage, hours of employment, fringe benefits, and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations in the State of Minnesota.

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

ARTICLE 1
Considerations for Agreement

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

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

ARTICLE 2
Designation of Parties

A. The Northern Minnesota Contractors Association (NMCA) is a party to this agreement in a representative capacity, and as its, agent only, acting on behalf of its members who have agreed to be bound to the terms of this Agreement individually. It is agreed that the NMCA be the exclusive bargaining agent of this Agreement, and such additional Employers may execute identical Agreements with Laborers Local #1097, if they so choose.

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

ARTICLE 3 Union Recognition

The Employers hereby recognizes 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 work done in the following area of jurisdiction of Laborers Local #1097:

The Eastern Area shall consist of counties of Itasca, Koochiching and that part of St. Louis lying north of T.55N (Two miles north of Cotton on Highway #53, County Road 967 is T.55N.).

The Western Area shall consist of counties of Beltrami, Clearwater, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Pennington, Polk, Red Lake and Roseau.

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 Unions 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, creed, political or religious beliefs.

Nothing in this Agreement shall be deemed to constitute a hiring hall or to 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) day of employment must become and remain members in good standing as a condition of employment.

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program has been 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.

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.

In situations where the contractor determines as a means to advance business relationships or in other extenuating circumstances, the Employer 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 Training Center office within eight (8) business days of employment, the worker shall be deemed a Journey Worker 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 parties hereby agree that 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
Violation of Agreement

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

B. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions. In such a case the Employer shall be required to pay only the actual amount of back pay involved, at the 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 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 regulations prescribed by the Employers 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. 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 Employee will, to the best of their ability abide by, 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. Further, the Employer will encourage Employees to attend safety and skills training available through the Construction Laborers Education, Apprenticeship & Training Fund of Minnesota & North Dakota.

C. Such safety equipment as required by governmental regulations shall be provided without cost to the Employees. At the Employer's option, the Employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable 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. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the Laborers District Council, Local #1097 and the NMCA is incorporated herein by reference and is made a part of this Collective Bargaining Agreement. This program is available to any signatory Employer on a non-mandatory basis.

ARTICLE 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 a 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 line or banners and it shall not apply to jurisdictional picket lines, banners or watch persons employed by the contractor.

ARTICLE 15
Lockouts, Work Interference

The Unions and the Employers agree that there shall be no strikes, lockout, work stoppages, slow-down, sit-down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout during the existence of this Agreement without first giving NMCA 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 and 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.

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

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

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
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 by 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 with 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, net pay.

F. If the Employer hires other crafts that have lay-off is pay-off, the Laborers will also get paid-off upon lay-off.

ARTICLE 21
[Reserved]

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 Fund 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 when earned and shall be paid for work performed at one and one-half and double time (see Schedule 17). 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 17, 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 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 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 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 this Article, prior to the execution of a new Agreement.

6. Any and all fringe contribution rates shall be open for adjustment on any anniversary date upon thirty (30) days written notice to the NMCA. 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 the 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

- A. All terms of this Agreement shall take effect May 1, 2017.
- B. This Agreement shall remain in full force and effect through April 30, 2020.
- C. Any party has the right to terminate 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, unless Section D. below applies.
- D. 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 by the party giving notice to amend, 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.

OUTSTATE BUILDERS SCHEDULES

SCHEDULE 1 List of Contractors

SCHEDULE 2 Others Doing Laborers' Work

If weather conditions cause a project to be partially shut down, the Employer shall not remove Laborers' from that 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.

To keep harmonious relations amongst other crafts, Laborers' starting a refectory project will work as a Laborer and not change crafts, unless three (3) working shifts are missed, with the employee staying home, between changes to or from the Laborer classification.

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 shall receive two (2) 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.

No wage will be reduced for the duration of a call-out shift on Heavy Industrial work as defined in Schedule 4.

SCHEDULE 4
Travel and Subsistence Allowance
Heavy Industrial Construction

Subsistence shall be paid on all Heavy Industrial projects. Subsistence shall be \$25.00 per day for each day worked on the project that is forty (40) miles or more by the most direct route to the jobsite. It is the responsibility of the employee to establish the fact that his/her residence is more than forty (40) miles from the jobsite, to the satisfaction of the employer. Heavy Industrial work is described as building projects of the following type: power plants, paper mills, taconite plants, steel plants and mines which have project construction costs (excluding process plant equipment) in excess of ten million dollars (\$10,000,000.00). This shall apply to work in Itasca and St. Louis Counties. In other counties sub shall apply on all industrial jobs.

SCHEDULE 5
Notice

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

SCHEDULE 6
Job Stewards

The Employers recognize the right of the Unions to designate job stewards to handle such Union business as may from time to time be delegated to them to see that the terms and conditions of this Agreement are being complied with. The 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 7

Hours, Shifts, Overtime, Sunday and Holidays

A. Regular working hours are between 8:00 A.M. and 4:30 P.M., beginning on Monday through Friday of 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 a least three (3) 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 operate shifts without overtime pay, shifts shall be scheduled for three (3) consecutive working days.

B. Commercial and Residential

1. Western Area

All work in excess of forty (40) hours in any one week, and ten (10) hours in any one day, or on Saturday, shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

2. Eastern Area

All work in excess of forty (40) hours in any one week, and ten (10) hours in any one day shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

3. No workers shall be hired or transferred to a job as replacement workers on Friday.

C. Heavy Industrial Sites

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

D. 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.

E. When called out on a "hot spot," time and one-half (1½) shall apply, with a four (4) hour minimum. A "hot spot" is defined as a boiler, furnace or kiln that needs immediate scheduled or unscheduled attention to keep it running.

SCHEDULE 8

Breaks

A. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular work day. 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. In the event of more than two (2) hours overtime, there shall be a third break.

SCHEDULE 9
Watchperson

Watchperson shall receive the above 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, not 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 work week 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 10
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 11
[Reserved]

SCHEDULE 12
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 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 13
Air Pressure on Caisson Work

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

SCHEDULE 14
Labor Foreman

On all construction jobs where ten (10) or more workers are employed, there shall be a Labor Foreman who shall receive wages as set forth above, but no Foreman supervising ten (10) or more workers shall perform any labor except in an emergency and/or Act of God.

Labor Foreman or Lead Person will be compensated at \$1.75 per hour over the highest paid Laborer working under him.

SCHEDULE 15
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 16

Classification

Any question relative to the classification of a workman will be settled by the Employer and the Unions.

Wage rate classifications in this contract establish only a rate for Employees hired by Management and in no way relates to manning of projects.

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.

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.

SCHEDULE 17

Classifications and Wage Rates

CLASSIFICATIONS

Classification 1

Construction Craft Laborer
Carpenter Tender - Including scaffold handling
Chain Saw Operator
Concrete Laborer
Concrete Vibrator
Confined Space Watch
Damp Proofer below grade
Demolition and Wrecking
Drill Runner Helper
Dump Person - dirt, asphalt, concrete, cement
Fire Watch / Hole Watch
Flagperson with Certification
Heater Tender all types
Hot Tar Caulker, corker
Insulated Concrete Forms (ICFs) - Assembly
Joist Handlers
Mason Tender - Including all scaffold and shelter
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
Scrapping, sweeping and Clean-up Laborer
Signal Person
Skid steer, Forklift (incidental use)

Snow Blower Operator
Swing Stage Line Scaffold (not including "patent" scaffolding)
Tool Crib Checker
Torch Person - gas, electric, thermal or similar device

Classification 2

Caisson Work
Concrete Saw, Drill Operator
Creosote Handler
Nozzle Operator - gunite, cement, sandblasting
Pipelayer
Pipe-rehab Technician including cleaning, cutting, cameraing, etc.
Sheeting Setter and Drivers, heavy building excavation
Underground Work - open ditch or excavation 8' below grade
Underpinning
Wall mounted saw operator
High Pay/Low Pay - Forty feet over or under ground floor without conventional floor areas

Classification 3

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

Classification 4

Watch Person

Classification 5

Refractory Worker
Asbestos Abatement Worker

Wage Rates - Laborers' Local 1097 Eastern Area

The Eastern Area shall consist of the counties of Itasca, Koochiching and that part of St. Louis lying north of T.55N (2 miles north of Cotton on Hwy. #53 Cty. Road 967 is T.55N.).

Sunday and Holidays shall be paid at two (2) times the hourly rate.

1. Journey Laborers

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/AP</u>	<u>LECET</u>	<u>Total</u>
1	23.73	3.34	7.75	7.86	.32	.08	43.08
2	24.13	3.34	7.75	7.86	.32	.08	43.48
3	24.43	3.34	7.75	7.86	.32	.08	43.78
4	21.38	3.34	7.75	7.86	.32	.08	40.73
5	25.73	3.34	7.75	7.86	.32	.08	45.08

May 1, 2018 - Total Increase of \$1.60 per hour, fringe benefit allocations to be determined.

May 1, 2019 - Total Increase of \$1.60 per hour, fringe benefit allocations to be determined.

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1 ½) times when overtime is worked and at two (2) times on Sundays and Holidays.

2. Apprentices

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 reaching 3,001 covered work hours and 201 Related Training hours.

Apprentice status ends and 100% of the applicable hourly rate under the governing collective bargaining agreement is paid upon achievement of 4,001 covered work hours and 288 Related Training hours. All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

Wage Rates - Laborers' Local 1097 Western Area

The Western area shall consist of the counties of Kittson, Roseau, Lake of the Woods, Marshall, Beltrami, Polk, Pennington, Red Lake, Clearwater, Norman and Mahnomen.

Saturday shall be paid at one and one-half (1½) times the hourly rate, Holidays and Sunday at two (2) times the hourly rate.

Projects **\$760,000.00 and over** in General Construction - industrial sites.

1. Journey Laborers

May 1, 2017 - Total Increase of \$1.55 allocated as follows:

<u>Class</u>	<u>Rate</u>	<u>Vac¹</u>	<u>H&W</u>	<u>Pen</u>	<u>TR/AP</u>	<u>LECET</u>	<u>Total</u>
1	20.87	2.42	7.75	6.90	.32	.08	38.34
2	21.27	2.42	7.75	6.90	.32	.08	38.74
3	21.47	2.42	7.75	6.90	.32	.08	38.94
4	18.97	2.42	7.75	6.90	.32	.08	36.44

May 1, 2018 - Total Increase of \$1.60 per hour. Allocations to be determined.

May 1, 2019 - Total Increase of \$1.60 per hour. Allocations to be determined.

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1 ½) times when overtime is worked and at two (2) times on Sundays and Holidays.

Projects **\$760,000.00 and under** - 85% of Western Rates for residential and commercial projects including mechanical and electrical.

Vacation, Health & Welfare, Pension, Training/Apprenticeship and LECET contributions are to sent to: Zenith American Solutions, PO Box 124, Minneapolis, MN 55440-0124 on a fringe report furnished by the fund office.

2. Apprentices

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 reaching 3,001 covered work hours and 201 Related Training hours.

Apprentice status ends and 100% of the applicable hourly rate under the governing collective bargaining agreement is paid upon achievement of 4,001 covered work hours and 288 Related Training hours. All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

LETTER OF UNDERSTANDING

The Northern Minnesota Contractors Association, Highway-Heavy, Metropolitan Builders and Outstate Builders, Minnesota Concrete and Masonry Contractors Association and Laborers' District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions agree this Letter of Understanding Applies to this and all Future Agreements.

The NMCA or its Employer members signatory to this 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.

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

AGC of Minnesota / Northern Minnesota Contractors Association

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

Laborers Local Union #1097

By: Timothy McCauley

Local 1097 Virginia 218-741-3638

**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