

## **METROPOLITAN BUILDERS AGREEMENT**

**May 1, 2019 – April 30, 2022**

**THIS AGREEMENT**, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, here, 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. Throughout this Agreement, wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore. Also, throughout this Agreement whenever the term Laborers appears, it applies to all classifications, including Plaster Tenders.

**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 Associated General Contractors of Minnesota (hereinafter called AGC), the Minnesota Concrete and Masonry Contractors Association (hereinafter called MCMCA), and the Minnesota Drywall and Plaster Association (hereinafter called MDPA) is each a party to this Agreement in a representative capacity, and as agent only, acting on behalf of certain of its members who have agreed to be bound to the terms of this Agreement through 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 AGC, the MCMCA, and the MDPA are entitled to recognition, in such capacity, as agent and collective bargaining representative for the 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.

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

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

E. The Laborers District Council of Minnesota and North Dakota on behalf of Laborers Local 563 (hereinafter called Union) 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 the Union 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 Union is hereby recognized

hereunder by the Employers as the sole and exclusive bargaining representatives of the Employees represented by them. The respective Union represents that they are qualified for such recognition.

#### **ARTICLE 4 Scope of Agreement**

This Agreement shall govern work done in the counties of Anoka, Carver, Chisago, Dakota, Goodhue County north of State Aid Highway (CSAH) 9, excluding the city limits of Lake City and a one mile radius outside the city limits of Lake City, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright.

#### **ARTICLE 5 Union Security**

The Union recognized under Article 3 of this Agreement shall be entitled to union security to the extent that each Employee in the collective bargaining unit represented by such Union shall, on the eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment.

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

The Employer shall honor lawful wage assignments by Employees, and upon receipt of such wage assignments will withhold from Employee's pay the regular Union initiation fees and periodic dues customarily paid by members of the Union and remit same promptly to the designated Union representative, Union office or agent on a monthly basis. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each Employee has been paid. The Union agrees to indemnify and hold the Employer harmless from any claims or liability which might arise for the Employer because of compliance with this Article.

#### **ARTICLE 6 Hiring Employees**

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

Nothing in this Agreement shall be deemed to constitute a hiring hall or 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 was established. The Apprenticeship Committee is made up of an equal number of Employer Trustees and Union Trustees. The parties incorporate by reference the terms and conditions of the Minnesota Laborers' Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request.

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

**B. Apprentice Candidates.** An Employer seeking to hire an Apprentice Candidate shall first contact the Union Local with geographical jurisdiction. The Local shall refer to the Employer an Enrolled Apprentice from the Local's

out-of-work list. If an Apprentice is not available from the Local Union, then the Employer may directly engage an Apprentice Candidate and then refer that individual to the Apprenticeship Program as a sponsor. The individual must be enrolled with the Apprenticeship Program as an Apprentice within eight (8) business days of employment.

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 Workers Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from the Union are employed on the job.

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

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

## **ARTICLE 8 Conflicting Agreements**

The 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 Union enters 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 standard straight time and/or overtime rate.

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

**ARTICLE 10**  
**Discharge**

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

## **ARTICLE 13 Safety**

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

B. To this end, the Employer shall from time to time issue rules or notices to its Employees regarding on the job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions. Further, the Employer will encourage Employees to attend safety training available through the Construction Laborers Education, Apprenticeship & Training Fund of Minnesota & 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 conditions as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned. Employees will be compensated for attending safety meetings conducted by the Employer on the job site.

D. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the Laborers District Council and the AGC of Minnesota, is incorporated herein by reference and is made a part of this Collective Bargaining Agreement.

Employers may require drug and alcohol testing of Employees and applicants for employment including random testing if the Employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statutes. This program is available to any signatory Employer on a non-mandatory basis.

## **ARTICLE 14 Pickets, Banners and Strikes**

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

## **ARTICLE 15 Strikes, Lockouts, Work Interference, Picketing and Banners**

The Union and the Employers agree that there shall be no strikes, lockout, work-stoppages, slow-down, sit-down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout, during the existence of this Agreement without first giving the Employer forty-eight (48) hours written notice and sending the dispute through the procedures established in Article 11. Forty-eight (48) hours' notice will be provided before picketing or bannering.

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

**ARTICLE 16**  
**Subcontractors**

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

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

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

**ARTICLE 17**  
**Union Representatives**

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

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

**ARTICLE 18**  
**Rotation of Employees**

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

**ARTICLE 19**  
**Payroll Records**

In case of a dispute arising over hours, wages and fringes, the Union shall have the right to examine the payroll records of the individual Employees covered by this Agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

**ARTICLE 20**  
**Application of Wage Rates**

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

**ARTICLE 21**  
**Payday and Wage Payment**

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

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

C. When an Employee is laid off or discharged, he shall receive all money due him 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 the Employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, net pay.

F. The Union shall allocate negotiated increases prior to their effective date. Increases shall become effective on a Monday as follows: (a) if the effective date falls on a Sunday, Monday, Tuesday or Wednesday, the allocated increase shall become effective on Monday of that week: or (b) if the effective date falls on a Thursday, Friday or Saturday, the increase shall become effective on Monday of the following week.

## **ARTICLE 22**

### **Fringe Benefits**

The Employer agrees to contribute every month, not later than the 15<sup>th</sup> 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 LECET and FCF 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, LECET and FCF plus \$.02 Vacation; time and one-half overtime wage rate is \$4.50 plus \$.10 for Pension, Health and Welfare, Training, LECET and FCF plus \$.03 Vacation; double time overtime wage rate is \$6.00 plus \$.10 for Pension, Health and Welfare, Training, LECET and FCF 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 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 geographic scope of this agreement that requires the employer to provide new paid leave benefits to employees during the life of this 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 express 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 15<sup>th</sup> 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 Union 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 Union, or their authorized agents, on demand, a complete set of all relevant employment and payroll records, including but not limited to federal forms W2 and W3, federal quarterly 941 forms, federal forms 1099 and 1096, Minnesota Unemployment Quarterly Reports (MUTAs or MN UCs) or such similar state required quarterly reports, time cards, payroll and check registers. This includes any other relevant information that may be required in connection with the administration of the Trust Funds. The Trustees, the Union, or their authorized agents may examine such records whenever such examination is deemed necessary by the Trustees, the Union 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 Union or their authorized agents upon demand or refuses to afford the Trustees, the Union or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees or the Union 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 Union shall also have the right to take economic action to enforce such rights on behalf of the Union and the Trustees and the Trust Funds shall reimburse the Union 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. 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 administered 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 Worker Readiness**

The Union and Employers recognize the value of a skilled and motivated workforce. To this end, Labor and Management agree as follows:

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

B. During the term of this Agreement, all workers covered by this Agreement should attend a minimum of sixteen (16) hours of skill improvement classes sponsored either by the Employer or the Education and Training Fund at the Laborers Training Center.

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

### **ARTICLE 24 Saving Clause**

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

**ARTICLE 25**  
**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 26**  
**Duration**

- A. All terms of this Agreement become effective May 1, 2019.
- B. This Agreement shall remain in full force and effect through April 30, 2022.
- C. Any party has the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.
- D. In the event such written notice is given and a new Agreement is not signed before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed, negotiations are formally broken off, or until a strike or lockout occurs.

**METROPOLITAN 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 their work and send them home for the day and continue performing Laborers' work with another trade. If a violation occurs, the Laborer shall receive equal compensatory pay.

**SCHEDULE 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 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, are not to be effective when work is unable to proceed because (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; and (3) Acts of God including weather conditions, will not permit work.

**SCHEDULE 4**  
**Travel and Subsistence Allowance**

When money is paid an Employee under this Agreement to reimburse the Employee for all or part of the expenses actually incurred by him in the furtherance of the Employer's interests, including travel expenses and subsistence allowances, such payment shall not be included as part of the wages paid to the Employee.

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

The Employer agrees that on any job where there are 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 worker and shall be a part of the working crew.

## **SCHEDULE 7**

### **Hours, Shifts, Overtime, Sundays and Holidays**

A. 7:30 a.m. to 4:00 p.m. shall constitute a regular day shift. However, as a means to promote job efficiency, the Employer may adjust the 7:30 a.m. start time up to two (2) hours earlier.

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

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

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

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

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

D. It is agreed that when Employees covered by this Agreement are directed by their Employer to work outside the territorial jurisdiction of this Agreement, such Employees shall be paid not less than the scale of wages, including fringe fund contributions provided for in this Agreement, and if the scale of wages is higher than provided for in this Agreement, the higher rates shall be paid.

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

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

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

This provision will expire on April 30, 2022.

**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 work station. On shift work this schedule shall apply.

**SCHEDULE 9**  
**Watchpersons**

Watchpersons shall receive the Construction Craft Laborer Class 4 rate per hour on the basis of a forty (40) hour week, with time and one-half 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. 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**  
**Work in Two Wage Classifications**

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

**SCHEDULE 12**  
**Air Pressure on Caisson Work**

In the event air pressure is needed on caisson work, the rate will be negotiated between the Union and Employer prior to starting the job.

**SCHEDULE 13**  
**Labor Foreman**

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

**SCHEDULE 14**  
**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 15**  
**Contract Administration Fund**

A. Contractors signatory to this Agreement shall pay four cents (\$.04) per hour worked to a Contract Administration Fund.

B. All money collected as provided herein shall be remitted to the office of the fringe benefit Fund Administrator not later than the fifteenth (15th) day of the month following the month in which the work was performed. Contributions to this Contract Administration Fund shall be made on a voluntary basis.

C. The Contract Administration Fund shall be administered solely by the Associated General Contractors of Minnesota and shall be used entirely for purposes associated with the negotiation and administration of this contract and related fringe benefit funds.

**SCHEDULE 16**  
**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 by Laborers. All work performed by Laborers not otherwise listed below shall be paid as Classification 1 work.

**Classification 1**

Construction Craft Laborer

Asbestos and Hazardous Waste Tech

Carpenter Tender – including but not limited to loading, unloading, stockpiling, staging, removal and disposal of materials and equipment (excluding unwrapped or unpackaged custom fabrications), and clean-up related to tending carpenters.

Chain Saw Operator

Cleanup - all types, including Job Site Clean Up (excluding janitorial work)

Concrete Saw, Drill Operator

Concrete Vibrator

Concrete Laborer

Confined Space Watch

Damp Proofer below grade

Demolition and remodeling excluding demolition of an entire structural system

Demolition of Mechanical Systems  
Drill Runner Helper  
Dump person - dirt, asphalt, concrete, cement  
Firewatch  
Flagperson/Traffic Control with certification  
Heater Tender - all types, including Ground Thaw  
Hot Tar Caulker - corker  
Hydro Blast or Waterblaster  
Joist Handlers  
Lead Abatement  
Mason Tender – including but not limited to tending & maintaining automated and robotic brick and block laying machinery  
Material Handlers - all types Power Buggy  
Mortar Mixer - cement or any other substitute material or composition  
Nuclear Worker – including but not limited to decontamination and lead shielding  
Pipe Handler  
Pipe Support Worker  
Pneumatic and Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.  
Rebar Laborer  
Remote Control Tamper  
Signal Person  
Snow Blower Operator  
Swing Stage Line Scaffold (not including “patent” scaffolding)  
Tool Crib Checker  
Torchperson - gas, electric, thermal or similar device

**Classification 2**

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

**Classification 3**

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

**Classification 4**

Watchperson

**Classification 5**

Plaster Tender

**SCHEDULE 17**  
**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. The Union shall have the discretion to allocate the annual total package increases among hourly basic wages and fringe benefits consistent with the terms of this Agreement. After allocating each annual increase, the Union will issue a new Wage and Benefit Sheet for each year of this Agreement updating the wage and benefit rate information in this Schedule 17. The allocations of the annual increases in such Wage and Benefit Sheets shall be binding on the Employer and shall be incorporated by reference in this Agreement.

**1. Journey Laborers**

**Metropolitan Area:** Anoka, Carver, Chisago, Dakota, Goodhue County north of State Aid Highway (CSAH) 9, excluding the city limits of Lake City and a one mile radius outside the city limits of Lake City, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright counties.

**Effective May 1, 2019** - Total increase \$2.10 per hour

<u>Class</u>	<u>Rate</u>	<u>Vac</u> <sup>1</sup>	<u>H&amp;W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> <sup>3</sup>	<u>Total</u>	<u>CAF</u> <sup>2</sup>
1	35.41	2.50	8.15	9.42	.37	.08	.02	55.95	.04
2	35.91	2.50	8.15	9.42	.37	.08	.02	56.45	.04
3	36.41	2.50	8.15	9.42	.37	.08	.02	56.95	.04
4	31.78	2.35	8.15	9.22	.37	.08	.02	51.97	.04

**May 1, 2020** Total increase \$2.05, allocations TBD

**May 1, 2021** Total increase \$2.00, allocations TBD

**Foreman** \$2.50 above classification employed in. Effective May 1, 2020 and May 1, 2021, wage to increase by \$.25 per hour, each year.

**General Foreman** \$2.50 above Foreman wage rate.

**Parking.** Employees with paid receipts or approved documentation shall be reimbursed up to \$10.00 per day for parking at the University of Minnesota, at the MSP airport, and in downtown Minneapolis, and downtown St. Paul. Paid receipts or documentation must be submitted within 30 days.

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

<sup>2</sup>Contract Administration Fund is not part of the total package and is voluntary. See Schedule 15.

<sup>3</sup>Fair Contracting Foundation. See Schedule 18.

**2. Plaster Tender**

**Metropolitan Area:** Anoka, Carver, Chisago, Dakota, Goodhue County north of State Aid Highway (CSAH) 9, excluding the city limits of Lake City and a one mile radius outside the city limits of Lake City, Hennepin, Isanti, McLeod, Ramsey, Scott, Sherburne, Sibley, Washington and Wright Counties.

**Effective May 1, 2019** – Total increase \$2.10 per hour

<u>Class</u>	<u>Wage</u>	<u>Vac</u> <sup>1</sup>	<u>H&amp;W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>Promo</u>	<u>FCF</u> <sup>2</sup>	<u>Total</u>
5	35.82	2.50	8.15	10.39	.37	.49	.02	57.74

**May 1, 2020** Total increase \$2.05, allocations TBD

**May 1, 2021** Total increase \$2.00, allocations TBD

**Foreman** \$2.50 above classification employed in. Effective May 1, 2020 and May 1 2021, wage to increase by \$.25 per hour, each year.

**General Foreman** \$2.50 above Foreman wage rate.

**Parking.** Employees with paid receipts or approved documentation shall be reimbursed up to \$10.00 per day for parking at the University of Minnesota, at the MSP airport, and in downtown Minneapolis, and downtown St. Paul. Paid receipts or documentation must be submitted within 30 days.

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

<sup>2</sup>Fair Contracting Foundation. See Schedule 18.

**3. Apprentice Laborers**

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

All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer except as follows: Pension contribution is \$.50 for Classification 5, Plaster Tender Apprentice. All other benefit contributions shall be the same as for a Journey Plaster Tender. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

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

**SCHEDULE 18**  
**Labor Management Cooperative Committees (LMCC)**

**Fair Contracting Foundation**

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

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

The Employer agrees to contribute every month, not later than the 15th day of the following month, hereinafter called the "due date," such sums for FCF as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The FCF contributions are to be paid on one check along with the other fringe benefit contributions and submitted to the agent of the Funds as designated by the Trustees.

The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, any amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated into this Article by reference.

This provision will expire on April 30, 2022.

**Minnesota Construction Industry Workforce Initiative (MCIWA)**

Upon written, mutual agreement of AGC and Union, the parties may participate in and fund the MCIWA program through a Labor-Management Cooperation Committee Trust Fund. If AGC, the MC&MCA, the MDPA and the Union agree to fund MCIWA, a one-cent (\$0.01) contribution will be added to the total package to fund MCIWA. The parties agree to meet on and discuss this initiative on or before 1 May 2020.

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

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION

MINNESOTA DRYWALL AND PLASTER ASSOCIATION

LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA  
On behalf of Laborers Local 563 Minneapolis

**PLASTER TENDERING ADDENDUM TO THE  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE METROPOLITAN BUILDERS DIVISION OF ASSOCIATED GENERAL CONTRACTORS OF  
MINNESOTA (“AGC”)**

**And**

**THE MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION**

**And**

**THE MINNESOTA DRYWALL AND PLASTER ASSOCIATION**

**And**

**THE LABORERS DISTRICT COUNCIL of MINNESOTA and NORTH DAKOTA  
ON BEHALF OF LABORERS LOCAL 563**

**EFFECTIVE MAY 1, 2019 THROUGH APRIL 30, 2022**

**Section 1. Parties to the Addendum and Agreement To Be Bound By The Metro Builders Agreement.**

This Addendum is hereby made to the collective bargaining agreement negotiated between the Metropolitan Builders Division of the Associated General Contractors of Minnesota, the Minnesota Concrete and Masonry Contractors Association, the Minnesota Drywall and Plaster Association, and the Laborers District Council of Minnesota and North Dakota on behalf of Local 563, effective May 1, 2019 through April 30, 2022 (“Metro Builders Agreement”). This Addendum is entered into by the Minnesota Drywall and Plaster Association and the Laborers District Council of Minnesota and North Dakota on behalf of Local 563 (“Union”). This Addendum shall be binding upon Employers that are members of, or have delegated their bargaining rights to, the Minnesota Drywall and Plaster Association, and it shall be binding upon any Employers becoming signatory to this Addendum independently.

The Employers bound by this Addendum shall be bound by all terms and conditions of the Metro Builders Agreement for all Laborers work covered by the Metro Builders Agreement. Receipt and review of a copy of the Metro Builders Agreement is hereby acknowledged. The terms and conditions of the Metro Builders Agreement shall also apply to all Plaster Tender work within the geographic and work jurisdiction of this Addendum as defined in Section 3 below, except as specifically modified herein.

**Section 2. Recognition**

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the employ of the Employer with respect to wages, hours, fringe benefits and working conditions on any and all work covered by the Metro Builders Agreement and this Addendum.

The Minnesota Drywall and Plaster Association is hereby recognized as the exclusive bargaining representative of all Employers bound by this Addendum with respect to all work within the geographic and work jurisdiction defined in Section 3 of this Addendum, and said Association is further recognized as the exclusive body to select Employer representatives to serve on any joint committee board or trust created under this Addendum.

**Section 3. Scope of Addendum**

**3.01. Work Jurisdiction.** All work recognition and jurisdiction covered by this Addendum, when performed by the Employer shall include that work which has been historically and traditionally or contractually assigned to Plaster Tender members of the Laborers International Union of North America, including but not limited to the protective covering and cleaning, pertaining to Plastering, spraying of fire-proofing, unloading, erecting, dismantling, moving and adjustments to scaffolds, except stationary scaffolds build for other purposes before any Lathing and Plastering is done, shall be the work of the Plaster Tender.

This includes the installation, handling maintenance, and removal of piping and handling of hoses used with applicators, and starting, stopping, fueling, oiling, cleaning and maintenance of mixers, compressors used with

applicators, and applicators such as E.Z. On Tricoators, Tommy Guns, Universal, Essick and similar machines under the direction of the Employer or its representative.

**3.02 Geographic Jurisdiction.** The Employer agrees to abide by the trade and territorial Jurisdiction of Laborers Local 563 on all interior plastering and related work thereto, and all exterior Portland Cement Stucco or related work and finishes thereof, whether applied by hand or machine which are to be performed in the said Trade and Jurisdiction of the Laborers District Council of Minnesota and North Dakota, and the working rules of Laborers Local 563 hereinafter set below.

Said jurisdiction of Laborers Local 563 shall be the counties listed in the Metro Builders Agreement to which this addendum is attached plus the following counties: McLeod and Sibley Counties.

#### **Section 4. Hiring of Employees**

**Section 4.01. Journey Plaster Tenders, Journey Construction Craft Laborers performing Plaster Tender Work and Enrolled Apprentices.** The Employers agree to give the Union the first opportunity when hiring Journey Plaster Tenders, Journey Construction Craft Laborers to mean that the Employer shall call the Union for not less than the first 50% of their Journey Plaster Tenders, Journey Construction Craft Laborers to perform Plaster Tender work or Enrolled Apprentices.

**Section 4.02.** Construction Craft Laborers performing Plaster Tender work as described in this Addendum will be paid the Plaster Tender Journeyworker rate of pay and full benefit package in accordance with Schedule 17 of the Metro Builders Agreement.

#### **Section 5. Hours of Work**

**5.01.** The standard work day shall be from 7:40 a.m. to 4:30 p.m. with a half-hour for lunch. The Employer has the option, however, to vary the daily starting time. The basic work week shall be 40 hours, from Monday through Friday, inclusive. All work after eight (8) working hours, Monday through Friday, plus Saturdays, shall be classified as overtime and paid for at the rate of time and one half (1½) the base rate of pay, which includes vacation pay. Sundays and holidays shall be paid for at the rate of double (2) the base rate of pay, which includes vacation pay, and shall be permitted with the consent of the parties. No work shall be permitted on Labor Day under any circumstances.

**5.02. Residential Rates.** Residential rates will be determined on a joint labor and management basis if the need arises.

**5.03. Payday.** All members must receive their weekly pay in full on Friday, in an envelope, at or before the completion of the day's work. During continuous employment, the Employer may hold back two days' pay.

**5.04.** Where members of the Union have to wait beyond the time herein specified for their pay, or when laid off and not receiving their pay at once, the Employer shall pay two (2) hours of regular wages, and after an hour of said waiting time, the representatives of the Union shall be notified, who will prevent the Employees from working for said Employer until all wage claims are settled.

**5.05. Call in Pay.** When Employees are sent to a job when called for by the Employer and not put to work without a valid reason, they shall be paid two (2) hours' pay.

**5.06.** When Employees are sent to another Local jurisdiction where the wage scale is less than the scale set forth herein, they shall receive the scale of wages set forth in this Agreement.

**5.07.** All Employees who work other than during the standard work day shall receive eight (8) hours pay for seven (7) hours work if such work continues for at least three (3) consecutive working nights. If such night shifts do not so continue, all time worked other than during the standard work day shall be paid for at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay. It is agreed that in situations beyond the control of the contractor, in owner occupied buildings or facilities, the contractor may schedule all work, or portions of work, which starts and ends outside the standard work day. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time. In the event such work is required, the contractor will provide the Local Union in the area with advance notification of at least twenty-four (24) hours that work is

being performed outside the standard work day. Any time worked in excess of eight and one-quarter (8¼) hours on any night shift shall be paid at double the basic hourly rate of pay.

## **Section 6. Working Conditions**

**6.01.** Any Employees sent from the City on work shall receive their transportation both ways, if they stay until the job is completed, or if they are discharged, but if they quit before the job is completed, they are entitled to transportation only one way, providing they have worked at least one week. Extra bus fare to suburban areas to be paid by the Employer within the 19 mile radius.

**6.02.** All tools and equipment for mixing and repairing, must be furnished and moved by the Employer (except saw, hammer, scraping trowel, and such tools as are ordinarily carried by a Plaster Tender).

**6.03.** Fifteen (15) minutes time shall be allowed for necessary cleanup during the regular work day.

**6.04.** Rungs of ladders used for browning or heavy work, shall not be spaced more than eight (8) inches apart.

**6.05.** No Employer or Apprentice is allowed to carry the Hod or help mix Mortar.

**6.06.** No Employee working alone on the job shall attempt to tend two (2) Journeyworker Plasterers, or one Plasterer and an Apprentice on browning inside or outside stucco work, fireproof jobs excepted.

**6.07.** The Employer shall not request or instruct any Employee except a Watchperson to go through a picket line of a striking Union. It shall be the privilege of the Employees to participate in a sympathetic strike, if, in the opinion of the Union it is deemed necessary.

**6.08.** The advent of modern machines and equipment has brought about the introduction of mechanical and more rapid handling methods of materials, mortars, and the elevating or transferring of such to the areas required. At times such transferring or elevating of materials and mortars, or the mixing thereof, creates work load peaks, or conditions that are deemed to be such, and are reported by the Employee or the Union representative, to be excessive and beyond his ability to reasonably perform. Then it shall be the obligation of the Employer to provide additional assistance to Employees to relieve and improve such conditions, or work load peaks and for failure or refusal to remedy such conditions when warranted, he shall be cited before the grievance committee within 48 hours, as provided for in Article 11.

When mixing operations and handling of materials must be carried on outside the building, on jobs of more than short duration, the Employer shall provide a suitable protective shed, tent, building or enclosure to protect the Employees from the elements of weather, including rain, snow, heat and cold, which may cause a hardship for the Employee to efficiently carry on his duties, and for the protection of materials, machinery and equipment, to thereby assure the Employer a continuous and efficient job operation if possible.

## **Section 7. Wages and Subsistence**

**Section 7.01. Plaster Tenders Wages, Fringes and Subsistence.** All Construction Craft Laborers performing Plaster Tender work are to be paid under the terms of Schedule 17 of the Metro Builders Agreement and this Addendum. Health & welfare, Pension, Vacation, Training, and Industry Promotion Fund Contributions are to be sent to: Zenith American Solutions, P.O. Box 124, Minneapolis, MN 55440-0124. Wage rates and contributions to the health and welfare fund, pension fund, training fund and vacation fund for all Employees performing Plaster Tender work from the first day of employment REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION and time driving company owned trucks or equipment by Employees covered by this Addendum when under the direction and supervision of the Employer, and not including commuting to and from home are as set forth in Schedule 17 of the Metro Builders Agreement and as set forth in this Addendum.

**7.02.** Swinging scaffold work shall be paid at the rate of fifty cents (\$.50) per hour in addition to the regular wage scale, on work above one story in height.

**7.03.** Plaster Pump operators shall receive seventy-five cents (\$.75) per hour in addition to the wage scale for operation of one pump; and one dollar (\$1.00) per hour for operation of two or more pumps. A list of qualified

operators will be maintained by the Union and the Association. Operation of pumps shall be defined as when the pump is in operation or when maintenance is being performed on the pump.

**7.04.** If an Employee is called to work and commences work, he or she shall be paid not less than four (4) hours pay.

**7.05.** Beginning on May 1, 1973, and thereafter, anyone beginning business as an Employer, or any Employer who enters the Jurisdiction of Laborers Local 563, for the first time, must provide a bond for at least the sum of \$20,000.00, providing for the payment of all wages and fringes for at least three (3) years, after beginning as an Employer, or entering the Jurisdiction of Laborers Local 563 as such.

**7.06.** At the end of three (3) years experience of payments of wages and fringes it shall be determined whether continuance of a bond shall be required. Such decision shall be made by the Joint Board, as provided in Section 8 of this Addendum.

**7.07.** Employees shall work within a radius of 70 miles from the intersection of University Ave. and Emerald Street with no compensation for travel costs. Beyond the 70 mile radius, and more than 55 miles from the Employee's home of record the Employer agrees to pay as follows: 70 to 100 miles, be paid at twenty-five dollars (\$25.00) per day; over 100 miles, subsistence shall be paid at fifty dollars (\$50.00) per day. The distance from the Employee's home of record shall be measured by the shortest distance function of a computer based calculation approved on a labor-management basis. Refusal to travel outside the area of this Agreement shall not be grounds for discipline or discharge.

Also, bus fare once each way, and travel time once each way, on any jobs 70 miles and beyond from the intersection of University Avenue and Emerald St.

**7.08.** Where a zone line runs through any part of a City or Town, the next higher zone rate shall apply.

#### **Section 8. Joint Board.**

The parties shall establish a Joint Board 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. The procedures of Article 11 (Settlement of Disputes) of the Metro Builders Agreement shall apply to resolution of any grievances arising under this Addendum, with the exception that the MDPA shall serve as the Employer Association in lieu of the AGC for any disputes under this Addendum.

#### **Section 9. Conflicting Agreements**

The Union agrees not to enter into any Agreement with any individual Employer or group of Employers competing in the same type of work as covered under this Addendum, providing for his or their Employees less favorable wages, hours and conditions as is herein specified without extending those same wages, hours and conditions to signers of this Agreement.

#### **Section 10. Duration**

The duration of this Addendum is governed by the attached Metropolitan Builders Agreement. This Addendum will not survive independent of the Metropolitan Builders Agreement, but it will renew with any successor agreement.

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

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION

MINNESOTA DRYWALL AND PLASTER ASSOCIATION

LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA

On behalf of Laborers Local 563 Minneapolis

#### LETTER OF UNDERSTANDING

The Associated General Contractors of Minnesota, Highway-Heavy, Metropolitan Builders and Outstate Builders, Minnesota Concrete and Masonry Contractors Association and Laborers District Council of Minnesota & North Dakota, on behalf of its affiliated Local Unions agree this Letter of Understanding applies to Article XIV (14) of this and all future Agreements:

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA Metropolitan Builders Division and LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA on behalf of its affiliated Local Unions agree to the above Letter of Understanding, signed July 2, 1975 covering this Agreement and all agreements thereafter.

“The Union agrees to meet and confer with the AGC/MCMCA/MDPA in the event of ACA penalties or health insurance exchange options.”

Nothing in the aforementioned Memorandum of Understanding shall require the Union to agree to any Employer or Employer association proposal or agree to modify the Collective Bargaining Agreement in any way. Further, nothing in the Memorandum of Understanding shall require the parties to meet and confer on issues that are properly within the authority of the Trustees of the Minnesota Laborers Fringe Benefit Funds.