

LABORERS AGREEMENT

**Building & Industrial Construction
in the State of North Dakota**

between

**Associated General Contractors
of North Dakota**

and

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

*on Behalf of
Laborers' Local 563*

2017 • 2018 • 2019

Expires April 30, 2020

**NORTH DAKOTA STATEWIDE LABORERS' BUILDING
AND INDUSTRIAL AGREEMENT
May 1, 2017 – April 30, 2020**

GENERAL ARTICLES OF AGREEMENT

This Agreement, made and entered into this 1st day of May 2017 by and between the ASSOCIATED GENERAL CONTRACTORS OF NORTH DAKOTA hereinafter referred to as the "EMPLOYERS", and LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA, on behalf of Construction and General Laborers' LOCAL #563, of the LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "UNION".

NOW THEREFORE, it is agreed as follows:

ARTICLE I

PURPOSES OF AND CONSIDERATIONS FOR AGREEMENT

Section 1. The purposes of this Agreement are to provide a workable method for establishing rates of pay, wages, hours of work and other terms and provisions concerning employment relations and collective bargaining between or involving the parties hereto.

Section 2. The considerations for Agreement are the mutual promises of the parties and their mutual purposes to establish, maintain, and promote sound and harmonious labor relations.

ARTICLE II

PARTIES TO AGREEMENT

Section 1.

(A) Associated General Contractors of North Dakota (hereinafter called "AGC") is a party to this Agreement in a representative capacity and as an agent only, acting on behalf of certain of its members who may sign or subscribe to this Agreement and on behalf of such additional employers as may sign or subscribe to this Agreement or counterparts thereof. AGC is entitled to recognition in such capacity, as agent and collective bargaining representative for the employers who are or may become parties hereto, for all the purposes of this

Agreement, including its right, in such capacity, to represent such employer parties before NLRB or otherwise pursuant to and/or in aid, support or enforcement of the terms and provisions of this Agreement. Nothing in this Agreement is intended to deny any employer who is not a member of AGC the right to sign or subscribe to this Agreement.

(B) The AGC members and other employers who may sign or subscribe to this Agreement or who may execute counterparts thereof (hereinafter called "EMPLOYERS") are parties hereto as principals, but their status as parties is several and not joint.

(C) The Union agrees to advise the Bismarck AGC office within thirty (30) days of signing signators to this Agreement or any counterparts thereof, giving the following information:

1. Name and address of Company
2. Name and title of person signing
3. Date of signing

Section 2.

The Laborers' District Council of Minnesota and North Dakota, on behalf of Laborers' Local #563, (hereinafter called the "UNION"), is recognized as the exclusive bargaining representative of the employees covered by this Agreement and such employees and the Union are obligated to the terms and conditions of this Agreement individually and collectively.

ARTICLE III **UNION RECOGNITION**

The Employers hereby recognized the Union as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement, with respect to rates of pay, wages, hours of employment, fringe benefits, and all other conditions of employment. The Union is hereby recognized by the Employers as the sole and exclusive bargaining representatives of the Employees represented by them.

ARTICLE IV
AREA OF JURISDICTION

The terms and conditions outlined in this Agreement shall apply to Building and Industrial Construction within the boundaries of North Dakota and the city limits of Moorhead, Minnesota. Until such time that the jurisdiction of the city limits of Moorhead, Minnesota can be inserted into the St. Cloud Area Builders Agreement. At which time the agreement governing the city limits of Moorhead, Minnesota will become the St. Cloud Area Builders Agreement in all respects, and will no longer be governed by the North Dakota Statewide Laborers' Building and Industrial Agreement.

ARTICLE V
CONFORMITY WITH HEALTH AND SAFETY LAWS

The Employers agree to comply with applicable local, state and federal laws governing the health and safety of the employees as outlined in the OSHA Regulations.

ARTICLE VI
GRIEVANCES, DISPUTES AND ARBITRATION

Section 1. 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.

Section 2. If a satisfactory settlement cannot be reached within five (5) working days the matter may be referred to Arbitration. Within ten (10) working days after the dispute is referred to Arbitration the parties shall ask the Federal Mediation and Conciliation Service for a list of five (5) Arbitrators from which the aggrieved party shall first strike one (1) name and the other party shall then strike one (1) name, and the parties will alternately strike names until there is one (1) name left. The final name shall be selected as the Arbitrator. The Arbitrator shall set the time and place for hearings, which shall begin no later than ten

(10) working days after the last hearing is held. The time may be extended by mutual agreement between the parties.

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

The Employer and the Union will share equally all fees and expenses of the Arbitrator. All work and other conditions prevailing immediately prior to the raising of the question to be decided under this Article shall remain unchanged until final decision has been issued.

ARTICLE VII

NO STRIKE - NO LOCKOUT

Section 1. The Union and the Employers agree that there shall be no strike or lockout during the term of this Agreement.

Section 2. The Employer agrees not to request or instruct any employee except designated watchmen to go through a legal picket line. In no event shall the Union or its members recognize any picket line of any union resulting from a jurisdictional dispute.

ARTICLE VIII

HOURS OF EMPLOYMENT AND OVERTIME

Section 1. The regular work hours shall be from 7:00 AM to 5:30 PM. The regular work day shall consist of eight (8) hours of continuous employment except for lunch periods, and shall constitute a days work. Forty (40) hours shall constitute a week's work, beginning on Monday through Friday of each week. All hours worked in excess of 8 hours in any regular work day, and in excess of 40 hours in any regular work week, and hours worked on Saturday, shall be paid for at the rate of one and one-half (1-1/2) times the rate of pay, except that if a project is closed down due to inclement weather, up to 8 hours on Saturday may be used as a make-up day at straight time. The Saturday make-up provision shall not be applicable to power plant and other industrial projects. This provision shall not be mandatory in regard to Saturday

make-up work and employees may refuse Saturday work. There shall be no pyramiding of overtime premium pay.

Section 2. The Employer may establish a four (4) day, ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time rate if the union consents. The starting time shall be between 7:00 A.M. and 8:00 A.M. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight-time rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight-time is not to exceed ten (10) hours a day or forty (40) hours per week.

The Employer shall notify the Union Business manager when, in the Employer's judgment, construction procedures require a deviation from the working hours as outlined in Sections 1 and 2.

Section 3. Premium pay for all hours worked on Sundays and the seven (7) holidays hereinafter specified shall be paid at the rate of two (2) times the regular rate of pay elsewhere specified in this Agreement, provided that to be entitled to the premium pay for such holidays the employee must have worked the full schedule of hours and the regularly scheduled workday before and following such holiday, or has an excuse in writing from his Employer to be absent. The holidays specified are: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day or days recognized by state and federal government.

Section 4. Nothing in this Agreement shall be deemed to constitute a guaranty of any hours in any work day or week. The employees shall be paid for all time spent in the service of the Employer and there shall be no split shifts.

Section 5. If a holiday falls between Monday and Friday, overtime shall be computed after 32 hours of straight time pay.

ARTICLE IX **SHIFTS**

Section 1. When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.25 per hour. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.50 per hour. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

Section 2. A lunch break shall be taken after four (4) hours have been worked. There shall be an additional one-half (1/2) hour break after ten (10) hours have been worked. If the Employee is required to perform any work during his lunch period, he shall be paid an additional one-half (1/2) hour for that day.

ARTICLE X **PAYDAYS**

All employees covered by this Agreement shall be paid in full once each week on a regular payday, to be set by the Employer. When an employee is laid off or terminated, the employee shall be paid, when reasonably possible at that time, but shall be paid within twenty-four (24) hours. If the employee quits on his own accord, he shall be paid on the regular payday as was established.

ARTICLE XI **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 funds shall be known separately as the Laborers' Pension Fund, the Laborers' Health and Welfare Fund, the Laborers' Vacation Fund, the Construction Laborers Education,

Apprenticeship and Training Fund and the Laborers-Employers Cooperation and Education Trust (LECET) Fund and collectively as the Minnesota Laborers' Fringe Benefits Fund under separate Trust Agreements, copies of which are available upon request and to which the Employer is automatically bound. The Fund's Trustees shall equally represent the Union and the Employer.

1. Contributions to be paid on one check with all other fringes to an administrative agency with a local office.

2. (a) Reporting forms and instructions standardized with other basic trades.

(b) All Fringe Benefit contributions are paid on an hourly basis on all hours worked. This includes straight time, one and one-half time and double time. The Vacation contribution is taxable and is paid for work performed at one and one-half and double time (see Article XV). The Pension, Health and Welfare, and Training contributions are not pyramided, but should be paid for all hours worked. Example: If hourly wage is \$3.00 plus \$.10 for Pension, Health and Welfare, and Training plus \$.02 Vacation; time and one-half overtime wage rate is \$4.50 plus \$.10 for Pension, Health and Welfare, and Training plus \$.03 Vacation; double time overtime wage rate is \$6.00 plus \$.10 for Pension, Health and Welfare, and Training 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 Article XV, shall be applied to any cost incurred by the employer and/or the Employees covered hereunder in connection with such National Health Plan.

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

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

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

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

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

(c) If an Employer becomes delinquent for a particular work month (as provided in (a) above), as to any or all of the Trust Funds, and if the report and the full payment due for such work month (including liquidated damages), are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or fringe benefits surety bond (in a form acceptable to the Fund Administrator) for each month of delinquency in form satisfactory to the Trustees and in the face amount of the greater of \$20,000 or 125% of the amount due (or estimated to be due) for the delinquent month, which shall cover all of the Trust Funds and assure payment of all sums called for by this Agreement in the event of the Employer's subsequent delinquency as to any or all of the Trust Funds, and which shall be kept in force and maintained in the full face amount for a period of not less than 12 consecutive calendar months during which no further delinquency has occurred on the part of such Employer.

Should the Trust Funds reasonably deem itself insecure in the payment or collection of fringe benefit payments by reason of the Employer's past delinquencies, insolvency, insufficient capitalization, and/or lack of assets subject to attachment within the State in which work is

performed, then the Fund Administrator, upon submission of an affidavit of its 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 reasonable estimated to come due within the six months following the date of Fund Administrator's affidavit. This bond may be required whether or not a delinquency exists at the time and may be required in addition to a bond posted for a prior delinquency.

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

(d) Illustration of clauses (a), (b), and (c): If an Employer's report and payment for the January work month have not been postmarked before February 16, such Employer becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 16, the Employer must then post a bond in addition to reporting and paying the full amount due. If, for example, the delinquency is \$10,000, the required bond is \$20,000. If, for example, the delinquency is \$20,000, the required bond is \$25,000. If a delinquency occurs in a subsequent month, an additional bond for that month is required and must be posted. Further, for example, if the Fund Administrator reasonably determines that future delinquencies are likely to occur, another, additional bond may be required to be posted in an amount based on a reasonable estimate of the following six months of fringe benefit payments to come due, even though a bond for prior delinquencies has been posted.

(e) The delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust Funds in collecting the amount due. Trustees at their discretion may reimburse (from the Fund) the Unions for picketing and banner expense actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection

incurred on behalf of the Trust Funds.

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

If any Employer fails or refuses to furnish its payroll records to the Trustees, the Unions or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees or the Unions may enforce such rights by legal action, in which event all attorney fees, service fees, filing fees, court reporter fees and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction by the Trustees. The Unions shall also have the right to take economic action to enforce such rights on behalf of the Unions and the Trustees and the Trust Funds shall reimburse the Unions for picketing and banner expenses actually incurred in enforcing such rights.

(g) Notwithstanding the provisions of Article VI Grievances, Disputes and Arbitration, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

(h) The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to Employees employed in job classifications within the jurisdiction of the Union, from first day of employment, REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION.

(i) No Agreement will be signed with any Employer who is delinquent with the submission of payment for fringe benefit contributions, past or present, unless or until fully paid. An Employer with a history of delinquencies may be required to post a fringe benefit bond in the manner and amounts as provided for in Section 6 (c) of this Article, prior to the execution of a new Agreement.

7. 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.

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

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

ARTICLE XII **EMPLOYERS' RIGHTS**

The rights and responsibilities of the Employers for the successful operation of their respective businesses shall be fully recognized. The Employers agree to comply with applicable State, Federal or local laws.

ARTICLE XIII **CONFLICTING AGREEMENTS**

Section 1. The Employers agree not to enter into any agreement with their employees on whose behalf the Union has been granted recognition hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 2. The Union agrees not to enter into any agreement with any individual employer or group of employers engaged on work covered

by this Agreement within its jurisdictional area which conflicts or differs in any way with the provisions of this Agreement.

ARTICLE XIV **HIRING CLAUSE**

Section 1. The Employers (who are signators to this Agreement), as they require employees, will give the Union the first opportunity to furnish qualified employees. The Employers may obtain employees from other sources, if the Union cannot furnish qualified employees in the forty-eight (48) hour period allocated.

Section 2. On all plant maintenance projects, it is expressly understood and agreed that the employer will have the prerogative of requesting ten (10) former employees by name, per plant exclusive of General Foreman.

Section 3. On all commercial, military, and new industrial construction projects, the employer may use current employees as long as the employer calls the union for no less than the first 50% of new employees. Signatory contractors will be allowed 100% site-to-site portability of existing employees.

Section 4. In the event the Union fails or is unable to refer applicants pursuant to affirmative action or other criteria or requirements of contractors by the Equal Employment Opportunity Commission, Office of Federal Contract Compliance or any other regulatory or awarding agency with jurisdiction over the contractors, the contractors may recruit acceptable applicants directly sufficient to satisfy their need in whatever manner they desire.

ARTICLE XV **CLASSIFICATIONS & WAGE SCALES**

Section 1. – Classifications. The following job titles are for rate classification purposes and do not constitute an exhaustive list of work performed by Laborers. All work performed by Laborers not otherwise listed below shall be paid as Classification 1 work. Any question relative to the classification of a worker will be settled by the Employer and the Union.

Classification 1

Construction Craft Laborer

Brick and Plaster Tender

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 (excluding janitorial work)

Concrete Bucket

Concrete Saw, Drill Operator – including wall mounted saw operator

Concrete Vibrator

Concrete Laborer

Confined Space Watch

Cutting Torch

Damp Proofer below grade

Demolition and Remodeling excluding demolition of an entire structural system, including demolition of mechanical systems

Drill Runner Helper

Dump Person – dirt, asphalt, concrete, cement

Firewatch

Flagperson / Traffic Control with Certification

Heater Tender – all types

Hod Carrier

Hose Tender

Hot Tar Caulker – corker

Hydro Blast or Waterblaster

Gas Line Wrapper or Handler

Gunite Pot Tender

Joist Handlers

Mason Tender

Material Handlers – all types Power Buggy

Mortar Mixer – cement or any other substitute material or composition

Nozzle Operator – gunite, cement, sandblasting, micro abrasive blasting

Pipe Handler

Pipelayer

Pipe Rehab Technician including cleaning, cutting, running of cameras, relining, etc.

*Plaster Tender – including but not limited to protective covering and cleaning pertaining to plastering, spraying of fire proofing, unloading, erecting, dismantling, moving, and adjustments to scaffolds except stationary scaffolds built for purposes before any lathing and plastering is done

Pneumatic and Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.

Rebar Laborer

Refractory Worker

Remote Control Tamper

Remote Control Demo Machine and related accessories
(electric/hydraulic)

Scaffold Tender

Signal Person

Skid Steer/Forklift (incidental use)

Snow Blower Operator

Swing Stage Line Scaffold (not including “patent” scaffolding)

Tool Crib Checker

Torchperson – gas, electric, thermal or similar devices

Driller for blasting purposes

Dynamite Blasters or substitute products

Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

Underground Work - open ditch or excavation 8’ below grade

Underpinning

Vac Truck/Trailer – pot holing, hydro excavation, industrial cleaning and maintenance, utility cleaning and maintenance (hydro/water blaster and hose tender)

Walk behind power equipment (handoperated or remote control)

Watchperson

*This includes the installation, handling, maintenance, and removal of piping, handling of hoses used with applicators, and starting, stopping, fueling, oiling, cleaning and maintenance of mixers, compressors, and pumps used with applicators, and applicators such as E.Z. On, Tricoators, Tommy Guns, Universal, Errick, and similar machines under the director of the Employer or its representatives.

Classification 2

Environmental Worker

Asbestos Abatement

Lead Abatement

HVAC Cleaning and Decontamination

Mold Remediation

Section 2. Journeyworker Wage Rates. The following wage scales shall apply to all military building construction projects, commercial construction projects, power plant projects and gasification building projects located within the jurisdictional areas as outlined in Article IV of this Agreement.

On all construction jobs where eight (8) or more laborers are employed, there shall be a Labor Foreman who shall receive wages as set forth herein, General Foreman is to be utilized only at the discretion of the Employer.

Classification 1 Rates – Statewide

May 1, 2017 – Total increase \$1.30 per hour. Allocated as follows:

Class	Rate	VAC¹	H&W	PEN	TR/APP	NDCC	TOTAL
1	23.66	2.20	7.75	6.16	0.32	0.10	40.19

May 1, 2018 - Increase \$1.30 per hour, allocation to be determined.

May 1, 2019 - Increase \$1.30 per hour, allocation to be determined.

Classification 2 Rates – Statewide

May 1, 2017 – Total increase \$1.40 per hour. Allocated as follows:

Class	Rate	VAC¹	H&W	PEN	TR/APP	NDCC	TOTAL
2	26.49	2.65	7.75	7.42	0.32	0.10	44.73

May 1, 2018 - Increase \$1.40 per hour, allocation to be determined.

May 1, 2019 - Increase \$1.40 per hour, allocation 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 Sundays and Holidays.

Labor Foreman (all classifications) shall be paid \$2.00 above scale.

General Foreman (all classifications) shall be paid \$1.00 per hour over Foreman scale.

Section 3. Apprentice Laborers

Hourly Rate Under the
Collective Bargaining
Agreement

Covered Hours of Employment

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

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

Apprenticeship may be included during the term of this Agreement as approved by both parties.

ARTICLE XVI **TRAVEL AND SUBSISTENCE**

Subsistence and/or travel when required under this local building agreement shall be paid in the following manner:

Section 1. There shall be a subsistence zone established for job sites located more than seventy-five (75) miles “as the crow flies” from both the Bismarck and Fargo Union Offices. The Employee shall receive subsistence pay at the rate of fifty dollars (\$50) for each working day for jobs located in the subsistence zone and more than seventy-five (75) miles from the Employee’s residence, measured by

the shortest driving distance. Not more than seven (7) days shall be held back, including payday.

ARTICLE XVII **JURISDICTIONAL DISPUTES**

Work assignments by the Employer shall be made as per the past practices within the jurisdictional area of this Agreement. There shall be no work stoppage because of the work assignment made by the Employer.

It is understood that Employers who have stipulated to the National Joint Board for the Settlement of Jurisdictional Disputes are not bound by the conditions contained in this section.

ARTICLE XVIII **SHOP STEWARDS**

The Employers recognize the right of the Local Union Business Manager to designate shop stewards to handle all business delegated to them by the Local Union Business Manager. The shop steward will see that all provisions of this Agreement are complied with and handle any other disputes arising on the job. The Local Union, the District Council, and International Union Representatives are to have access to the jobsite subject to the owner's policies and procedures.

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 Local Union office shall notify the Employer in writing (Email or paper/hard copy) as to the name of the Shop Steward on the project.

ARTICLE XIX
CALL IN PAY

Section 1. When an employee is ordered to report for work by the Employer, Superintendent or Foreman, the employee is to be put to work. If not, he shall be paid two (2) hours pay for reporting; provided, however, that this requirement shall not be effective when work is unable to proceed because of weather conditions, lack of materials, breakdown of machinery, or any other factor beyond the control of the Employer.

If an Employee is required to wait at the job site, he shall be paid for that time. If he is required to stay over two (2) hours or is put to work for more than two (2) hours, he shall receive a minimum of four (4) hours pay.

Section 2. It is agreed that supervisory personnel on the project and the job Steward will develop a procedure for notifying Employees of working conditions for the purpose of reporting for work. The work notice procedure shall be worked out on an individual project basis.

ARTICLE XX
SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid State, Municipal and Federal laws, rules and regulations, and any conflict between the provisions of this Agreement and the terms of such laws and regulations shall cause the provisions to the 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 XXI
COFFEE BREAK

The Employer will not object to the Employee taking his coffee container with him in order that he may have coffee in the a.m. and p.m. The Employee will be restricted to having his coffee in the close proximity to his work. Total work interruption shall not exceed ten (10) minutes in the a.m. or ten (10) minutes in the p.m.

ARTICLE XXII
DUES CHECK-OFF

Uniform dues and initiation fees shall be deducted from the employees' paycheck by the Employer when the Union, the Employer and the Employees agree.

These deductions can only be made when the employee signs an authorization slip.

ARTICLE XXIII
NORTH DAKOTA CONSTRUCTION COUNCIL

The Employers and the Union each recognize the need to promote construction job-site safety and to contribute to the reduction or elimination of accidents and unhealthy environmental conditions at work sites on a day-to-day basis. In recognition of this need, the parties adopt a Joint Safety and Training Program which encompasses an annual drug screening and OSHA Safety Training. This program shall be operated under North Dakota Construction Council (NDCC). It is agreed the NDCC may adjust the contribution rate periodically as long as the program remains fully funded.

ARTICLE XXIV
UNION SECURITY
MINNESOTA JURISDICTION

This Article shall be applicable in the following areas within the jurisdiction of Local Union #563 in Minnesota:

Fargo Area: Moorhead, Minnesota, until such time Moorhead, Minnesota is inserted into the St. Cloud Area Builders Agreement.

The Union shall be entitled to union security to the extent that each employee on the eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage and jurisdiction 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 shall 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.

ARTICLE XXV
SUBCONTRACTORS

Should the employer subcontract work covered by this Agreement, the employer agrees to hire firms signatory to an agreement with the Union for such work whenever the Employer, in its judgment, is able to do so. The Employer agrees to meet and confer with the Union prior to the start of a project in order to obtain bids from contractors signatory to agreements with the Union.

ARTICLE XXVI
TARGETING

It is agreed by the parties that in an effort to recapture work in North Dakota, the Union will make available to contractors the Market Recovery Program. It is further agreed the Local Union may also make concessions including but not limited to wages, subsistence, etc. Upon request, the Union will make available a copy of the Market Recovery Program Employer Agreement.

ARTICLE XXVII
TERMINATION CLAUSE

This Agreement shall be effective May 1, 2017, and shall remain in effect until May 1, 2020. Upon written notice by either party to the other sixty (60) days prior to May 1, 2020, this Agreement may be reopened. Unless such written notice is given, the terms and provisions of this Agreement shall continue in effect from year to year thereafter. 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 and effect until a new Agreement is signed or until negotiations are formally broken off.

ARTICLE XXVII
APPRENTICESHIP TRAINING

- A. On May 1, 2007 the North Dakota Construction Craft Laborers Apprenticeship Program was established. The parties incorporate by reference the terms and conditions of the North Dakota Laborers' Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request.
- B. The Employer agrees to provide unpaid time off to Apprentices in order for them to complete their Apprenticeship Training Requirements. The Apprentice will request the unpaid time off at the time he or she registers for a course. The Employer may refuse to provide the time off due to work considerations; however, will make every effort to ensure that Apprentices stay current with their Training Requirements.
- C. If an Apprentice is not current with his or her Apprenticeship Training Requirements, and Mandatory Training is scheduled by the Apprenticeship Office, the Employer will be notified thirty (30) days in advance of scheduled mandatory training, and shall grant unpaid time off. If the Employer provides notice to the Apprenticeship Office by the Wednesday before the scheduled Mandatory Training, the Employer may refuse to release an Employee due to work considerations. The Employer may refuse to provide unpaid time off for Mandatory Training for an Apprentice twice a contract year, and if the Apprentice has been employed by the Employer for four (4) months or more, the Employer will then be required to provide paid time off for the Apprentice to attend Mandatory Training Courses until such time as the Apprentice is current with his or her Apprenticeship Training Requirements.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
CAUSED THIS AGREEMENT TO BE EXECUTED.

ASSOCIATED GENERAL CONTRACTORS OF NORTH DAKOTA
LABORERS DISTRICT COUNCIL OF MINNESOTA AND
NORTH DAKOTA

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

www.MinnesotaLaborers.org