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**Title: Metropolitan Builders Division, Associated General Contractors of Minnesota and Minnesota Concrete & Masonry Contractors Association and Laborers District Council of Minnesota & North Dakota, Laborers International Union of North America (LIUNA), Locals 132, 563 (2004)**

**K#: 8969**

**Employer Name: Metropolitan Builders Division, Associated General Contractors of Minnesota and Minnesota Concrete & Masonry Contractors Association**

**Location: MN Minneapolis**

**Union: Laborers District Council of Minnesota & North Dakota, Laborers International Union of North America (LIUNA)**

**Local: 132, 563**

**SIC: 1540**

**NAICS: 23622**

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# **AGREEMENT**

*between*

**Metropolitan Builders  
Division of  
Associated General  
Contractors of  
Minnesota**

*and*

**Minnesota Concrete and  
Masonry Contractors  
Association**

*and*

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

*On Behalf of  
Its Affiliated Local Unions*

**2004 • 2005 • 2006**

**Expires April 30, 2007**

5/1/2004 - 4/30/2007

31 Pages

# **METROPOLITAN BUILDERS AGREEMENT**

**May 1, 2004 – April 30, 2007**

**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 provision 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.

**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. Minneapolis and St. Paul Builders Division of the Associated General Contractors of Minnesota (hereinafter called AGC), and the Minnesota Concrete and Masonry Contractors Association (hereinafter called Association) is 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 and the Association—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 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 labor organizations on their own behalf and on behalf of the Employees whom they represent and on whose behalf they are recognized or to be recognized are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as 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 Unions is several and not joint, as related to other craft unions.

### **ARTICLE 3** **Union Recognition**

The Employers hereby recognizes each one of the Unions to which the Contractor has agreed to be bound, as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement, in respect to rates of pay, wages, hours of employment, fringe benefits, vacations where applicable, and other conditions of employment. The respective Unions are hereby recognized hereunder by the Employers as the sole and exclusive bargaining representatives of the Employees represented by them. The respective Unions represent that they are qualified for such recognition.

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

This Agreement shall govern work done in the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, and Wright.

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

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

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

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

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

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

When called and the Union fails to provide qualified workers within twenty-four (24) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale as contained herein.

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

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program 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 Training Center office within eight (8) business days of employment, the worker shall be deemed a Journey worker for wage and benefit purposes. Failure to register may result in action pursuant to Article 11.

## **ARTICLE 7**

### **Insurance and Taxes**

A. The Employer agrees to carry any and all insurance and pay all taxes as required by applicable State and Federal law.

B. The Employer further agrees to pay the State Worker's Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from these Unions 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 Unions enter into any Agreements with any individual Employer or group of Employers competing in the same type of work which provides for his, its, or their Employees less favorable wages, hours or conditions than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions.

## **ARTICLE 9**

### **Violation of Agreement**

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

B. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions. In such a case, the Employer shall be required to pay only the actual amount of back pay involved, at the 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.

**B. Disputes Board.** If a satisfactory settlement cannot be reached between the Union and the Employer within five (5) working days of the matter being brought to the parties' attention the matter may be brought to the Labor-Management Basic Trades Disputes Board, 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 Disputes Board. Both parties must sign the document binding them to Board decision. 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, 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, delete, or modify, any of the terms or provisions of this Agreement. All decisions of the Disputes Board shall be final and binding on the parties.

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

**C. Arbitration.** Should the Disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the 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.

## **ARTICLE 12**

### **Management**

Management reserves the right to manage its jobs to the best interest of

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

### **ARTICLE 13**

#### **Safety**

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

B. To this end, the Employer shall from time to time issue rules or notices to his Employees regarding on the job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions. Further, the Employer will encourage Employees to attend safety 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 Unions and the Employers agree that there shall be no strikes, lockout, work-stoppages, slow-down, sit-down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout, during the existence of this Agreement without first giving 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.

## **ARTICLE 22**

### **Fringe Benefits**

The Employer agrees to contribute every month, not later than the 15th day of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Vacation, Training/Apprenticeship and LECET as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The 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 on 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 Schedule 17). The Pension, Health and Welfare, Training and LECET 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, Training and LECET plus \$.02 Vacation; time and one-half overtime wage rate is \$4.50 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.03 Vacation; double time overtime wage rate is \$6.00 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.04 Vacation.

3. (a) In the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health and Welfare Plan, as described in Schedule 19, 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 Contractor 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 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.

(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 the 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 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 eight (8) 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 Employer in collaboration with the 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, 2004.
- B. This Agreement shall remain in full force and effect through April 30, 2007.
- 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)*

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 Unions to designate job stewards to handle such Union business as may from time to time be delegated to them to see that the terms and conditions of this Agreement are being complied with. The 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 he has Employees covered by this Agreement employed, the steward shall be kept on the job, if the crew is reduced due to weather or working conditions and/or if any Employees covered by this Agreement are kept on the job. The steward, however, will not be an additional 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 8 hours pay for 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 (1-1/2) 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 (1-1/2) 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 Years 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 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 District 1 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.

## **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, but no Foreman supervising eight (8) or more workers shall perform any labor except in an emergency and/or Act of God.

**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

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. Effective May 1, 1995 and continuing thereafter during the term of this Agreement, contractors signatory to this Agreement shall pay three cents (\$.03) 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 Unions. 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  
Chain Saw Operator  
Cleanup (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  
Material Handlers - all types Power Buggy  
Mortar Mixer - cement or any other substitute material or composition  
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  
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  
Tovel TR, water, gas, gel, bristar, silent dynamite, etc.

#### **Classification 4**

Watchperson

**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.

**Metropolitan Area:** Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, and Wright counties.

**1. Journey Laborers**

**May 1, 2004**

Class	Rate	Vac <sup>1</sup>	H&W	Pen	Tr/Ap	LECET	Total	CAF <sup>2</sup>
1	\$25.58	1.50	4.20	3.60	.26	.05	\$35.19	.03
2	\$26.08	1.50	4.20	3.60	.26	.05	\$35.69	.03
3	\$26.58	1.50	4.20	3.60	.26	.05	\$36.19	.03
4	\$21.95	1.35	4.20	3.40	.26	.05	\$31.21	.03

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

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

**Foreman/Leadman - \$1.75** above classification employed in.  
**General Foreman - \$2.00** above Foreman/Leadman wage rate

**May 1, 2005 - Total increase of \$1.60** per hour.

Training Fund allocation: \$.05, all other Fringe Benefit allocations TBD.

**May 1, 2006 - Total increase of \$1.50** per hour. Fringe Benefit allocations TBD.

## 2. Apprentice Laborers

Class 1 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 through 3,000 hours and 200 hours of Related Training;
Level 3	95%	Upon reaching 3,001 covered work hours through 4,000 hours and 288 Related Training hours.

Apprentice status ends and 100% of the applicable hourly rate under the governing Collective Bargaining Agreement is paid upon achievement of 4,001 covered work hours and 288 Related Training hours.

All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

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

**METROPOLITAN BUILDERS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA**

By: David Semerad

**MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION**

By: Dick Dentinger

**LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA**

By: Jim Brady

On behalf of Local 132 St. Paul and 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:

The AGC or its Employer members signatory to this Agreement will not sue the Local Union for refusal to require men to go through a separate gate. The individual employee who voluntarily refuses to go through a separate gate will not be discharged or disciplined and may be rehired if work is available, but without back pay.

**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,