

ROCHESTER AND SO MN AREA HIGHWAY/HEAVY
AGREEMENT

BETWEEN

INDEPENDENT CEMENT MASONS CONTRACTORS

AND

ROCHESTER AREA HIGHWAY/HEAVY DIVISION OF
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

AND

CEMENT MASONS, PLASTERERS, AND SHOPHANDS
LOCAL NO. 633

Of Minnesota, North Dakota, and NW Wisconsin

AFFILIATED WITH O.P. & C.M.I.A. OF U.S.

(MAY 1, 2014 through APRIL 30, 2017)

AGREEMENT

THIS AGREEMENT, by and between, the Rochester and So MN Area Independent Contractors of Highway, Railroad and Heavy Construction hereafter referred to as Employers and the Operative Plasterers and Cement Masons International Association Local #633, hereafter referred to as the Union, establishes rates of pay, wages, hours and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction jobs in the State of Minnesota.

Now therefore, for such purposes, it is agreed as follows:

ARTICLE 1 - CONSIDERATIONS FOR AGREEMENT

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

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

ARTICLE 2 - UNION RECOGNITION

The Employers hereby recognize the Union 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, hours of employment and fringe benefits, where applicable, and other conditions of employment. The Union is hereby recognized hereunder by the Employers as the sole and exclusive bargaining representative of the Employees represented by the Union. The Union represents that it is qualified for such recognition.

ARTICLE 3 - SCOPE OF AGREEMENT

This Agreement shall govern work done in areas defined as follows: All of the following counties: Blue Earth, Dodge, Fillmore, Freeborn, Goodhue, Houston, LeSueur, Mower, Nicollet, Olmstead, Rice, Steele, Wabasha, Waseca, and Winona.

ARTICLE 4 - UNION SECURITY

The Union recognized under Article 2 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 written notification by a bonafide representative of the Union to a responsible representative of the Employer.

Each of the Unions shall be entitled to approach individual Employees for organizational purposes as provided by law.

ARTICLE 5 - HIRING

A. When the Employer needs workers, they will notify and give the Union equal opportunity with all other sources to provide suitable applicants.

- B. The Employer has the right to select prospective Employees from all applicants.
- C. There shall be no discrimination against any prospective or employed Employee, by the Employer or the Union, because of affiliation or non-affiliation with the Union, race, color, sex, age, disability, sexual orientation, political or religious beliefs.
- D. The Union agrees that all applicants for employment referred to an Employer shall be experienced in the classification requested.
- E. When an Employer requests Employees from the Union they shall attempt to make such request twenty-four (24) hours in advance of the time Employees are to report for work.
- F. 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.

ARTICLE 6 - 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 under State and Federal laws.

ARTICLE 7 - CONFLICTING AGREEMENTS

The Employer agrees not to enter into any Labor agreement covering construction jobs, exclusive of maintenance and repair shops and manufacturing processes, 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 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 8 - VIOLATIONS OF AGREEMENT

If disputes cannot be resolved between the parties, then alleged violations of the terms of this Agreement are subject to the Settling of Disputes clause of this Contract.

ARTICLE 9 - DISCHARGE

The Employer may discharge any Employee whose work or behavior is unsatisfactory or who fails to observe the safety precautions of other reasonable rules and regulations prescribed by the Employer or any governmental agency.

ARTICLE 10 - SETTLING 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. If a satisfactory settlement cannot be reached within five (5) working days the matter may be brought to the AGC-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 the other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee.)

Both parties must sign an Agreement to bring a matter to the Disputes Board and binding them to the Board's decision. If either party does not attend a meeting after signing, as stated above, and being notified of the meeting date and time, a decision will be rendered though they are not present.

Decision 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.

C. The Disputes Board is to be 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 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 the above documents, refuses to abide by the decision of the Disputes Board, economic action may be taken by the other party.

D. 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 Joint Disputes Board then the matter may be referred to a Board of Arbitration that shall operate in the following manner:

The Union shall appoint an Arbitrator and the Employer shall appoint an Arbitrator within ten (10) working days and the two Arbitrators thus selected shall appoint a Neutral Chairman. In the event of the failure of the Arbitrators selected by the parties to agree on the Neutral Chairman within ten (10) working days after the dispute is referred to arbitration, they shall ask the Federal Mediation and Conciliation Service for a list of five (5) names from which the aggrieved party shall strike the first two (2) names and the other party shall then strike two (2) names, and the final name shall be selected as the Neutral Chairman. The Neutral Chairman thus selected shall set the time and place of hearings, which shall begin no later than ten (10) working days after his 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 Arbitrators shall be final and binding on signatories to this Agreement who are parties to the dispute; provided, however, that the Arbitrators shall have no power to add to, delete, or modify any provisions of this Agreement.

The Employer will pay all the expenses of its Arbitrator and the Union will pay all the expenses of its Arbitrator, and the Employer and the Union shall share equally all fees and expenses of the Neutral Chairman.

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 reached hereunder.

ARTICLE 11 - 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.

Management shall have the right to determine employment qualifications of Employees and may discharge any Employee whose work, in Management's discretion is unsatisfactory or who fails to observe reasonable rules, regulations or safety precautions prescribed by the Employer or any governmental agency.

The Employee shall use any tools, equipment, machinery, materials, products or procedures of his/her craft required by the Employer.

ARTICLE 12 - 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 all 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 may be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.

ARTICLE 13- 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.

ARTICLE 14- STRIKES, LOCKOUTS, WORK INTERFERENCE

The Union and the Employers agree that there shall be no strike, lock-out, work stoppage, slow-down, sit-down, stay-in or other concerted interference with the Employer's business or affairs by the Union and/or members thereof, and there shall be no strike during the existence of this Agreement without first giving the Employer and the Union 48 hours notice and sending the dispute through procedures established in Article 11.

ARTICLE 15- SUBCONTRACTORS

If an Employer subcontracts work to be performed at the job-site, the Employer shall require the Subcontractor to sign a subcontract agreement containing the following provisions:

The subcontractor agrees to comply with the provisions relating to wages, fringe benefits and premium pay of the collective bargaining agreement in the Building Construction Industry, as applicable, entered into between Associated General Contractors of Minnesota and the Union for the duration of such prime Contractor's or Employer's project.

The Agreement of the Subcontractor to so comply shall apply:

1. Only to those collective bargaining agreements which cover classifications of work in which the Subcontractor has Employees; and
2. Only to work performed on the project.

The Employer shall require the Subcontractor to sign a subcontract agreement containing the foregoing provisions only:

1. With respect to work located in territorial areas covered by the terms of the respective Union Agreements; and

2. Where the subcontractor does not represent to the Employer that it has an established building trades collective bargaining relationship covering the affected classification of work.

ARTICLE 16 - 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. If no Employer Representative is available the Union Representative shall leave his/her business card in the job shack before conferring with Employees. 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 17 - 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 18 - PAYROLL RECORDS

In case of a dispute arising over hours and wages, 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 19 - APPLICATION OF WAGE RATES

The determining factor in applying different wage rates shall be the geographic location 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 20 - PAYDAY AND WAGE PAYMENT

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

B. Wages shall be paid at or before the end of the shift of the designated payday.

C. When an Employee is laid off, or discharged he/she shall receive all money due him/her in cash or negotiable check the next working day. If the Employee does not appear to collect the check the Employer will immediately mail the check to the Employee's last known address. If the Employer does not mail the check within the next working day, three (3) hours pay for each working day will be assessed as penalty. The Employer must be informed within five (5) working days of non-receipt or the Employee will forfeit the penalty.

D. An Employee who quits will be paid any wages due him/her at the next regular payday.

E. The Employer agrees to provide the following information on Employees' check stub: Hours, date, regular pay, overtime pay, gross pay, deductions and net pay.

F. Wage rate classifications in this Contract establishes only a rate for Employees and in no way relates to manning of projects.

ARTICLE 21 - FRINGE BENEFITS

The Employer agrees to contribute every month, not later than the 15th of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Savings, Apprenticeship or Training, and Promotion funds as they may be established, an amount for each hour worked by all Employees covered by this Agreement. The fund's Trustees shall equally represent the Union and the Employer. The terms of the trust agreements establishing those funds are hereby incorporated as a part hereof.

1. Contributions are to be paid on one check with all other fringes to an administrative agency as designated by the trustees.
2. Reporting forms and instructions are to be standardized with other basic trades.
3. Contributions are to be paid on an hourly basis on all hours worked and not to be pyramided. Example: If hourly wage is \$3.00 plus 10 cents fringe, time and one-half overtime rate equals \$4.50 plus 10 cents fringe. On shift work, contributions are to be paid on the same proportionate hourly basis as hours worked to hours paid.
4. Any Insurance Carrier, Administrator, Consultant, Actuary or 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. Delinquencies:

a) An Employer will 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), they 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 month (as provided in (a) above) as to any or all of the Trust Funds, and if the reports 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 surety bond in form satisfactory to the Trustees and in the face amount of not less than \$25,000, but in such an amount as shall reasonably be required by the Trustees, 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. The Union may refuse to supply workers and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain such bond.

d) Illustration of clauses (a), (b) and (c) above: If an Employer's report and payment for the January work month have not been postmarked before February 15, 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 15, the Employer must then post a bond, as provided above, in addition to reporting and paying the full amount due.

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 Union for picketing and banner expenses 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 Fund shall promptly furnish to the trustees 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. By mutual agreement the Trustees, or their authorized agents may examine such employment, or payroll records whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds.

If any Employer fails or refuses to furnish its payroll records to the Trustees, 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 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 directions 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.

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, regardless of whether or not such Employees are members of the Union, and are due and payable for all work performed in covered employment.

7. Any and all fringe contribution rates shall be open for adjustment upon each anniversary date of the effective date of this contract, and shall be within the discretion of the Trustees. The Trustees shall provide thirty (30) days written notice to the Union and to the AGC of any adjustment, and such adjustment shall operate to adjust wages in a like amount.

8. When, as and if Health and Welfare or other plans are mutually agreed upon, such contributions shall act to reduce wages by a like amount, unless otherwise agreed to by the parties in writing.

Workers' Compensation Program

AGC of Minnesota and Cement Masons Local 633 hereby agree to enter into an Agreement and Declaration of Trust for the establishment of the AGC of Minnesota-Basic Construction Crafts Workers' Compensation Fund (hereinafter "the Fund") to provide workers' compensation benefits to eligible employees under this Collective Bargaining Agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees and will be funded from contributions from employers on behalf of employees covered by this Collective Bargaining Agreement.

The operation of the Workers' Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the trustees, and the parties hereby designated as their representative on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust. The parties hereto agree to be bound by the delinquency collection procedures established by the trustees of the Fund, as may be revised from time to time.

It is the purpose of the Trust fund to provide employees who claim compensable personal injuries and occupational diseases occurring under Minnesota Workers' Compensation laws with benefits required by law. The amount of contributions to this Fund shall be established by the trustees and may be changed from time to time.

ARTICLE 22 - 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 23 - ENTIRE UNDERSTANDING

This Agreement covers the entire understanding between the parties hereto. Nothing which is not contained herein will be of any force or effect upon any party hereto, except that Letter of Understanding between the parties relating to Picket Lines.

ARTICLE 24 - DURATION

A. All terms of this Agreement shall be effective as of May 1, 2014.

B. This Agreement shall remain in full force and effect through April 30, 2017

C The employer bound to this Agreement recognizes the Union as the exclusive majority representative of all employees covered by this Agreement pursuant to Section 9(a) of the Labor-Management Relations Act. This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

ARTICLE 25 - LETTER OF UNDERSTANDING

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

SCHEDULES

SCHEDULE 1 - LUNCH FACILITIES, WATER, TOILETS

The Employer shall provide a place to eat lunches. It shall be heated in cold weather. The Employer shall provide sanitary drinking water and toilets.

SCHEDULE 2 - STEWARD

The Union shall have the right to designate a Steward from among the Employees on the job. The Steward shall not be discharged for performing the normal duties of a Steward in a reasonable manner. The duties of the Steward shall be to see that all provisions of this Agreement shall be complied with. Where a question arises over the discharge of a Steward under the provisions of this Article, a hearing between the Employer and the Union shall be held within twenty four (24) hours from the time of discharge.

SCHEDULE 3 - CALL IN PAY

When Employees are called to work, they shall receive two (2) hours pay, but the Employee must remain on the jobsite in order to receive this two (2) hours pay. This, however, does not apply (a) in case of inclement weather, (b) because of any factor beyond the control of the Employer, and (c) if the Employer calls for men, and they do not report for work within one (1) hour after the time designated by the Employer and agreed to by the Union.

SCHEDULE 4 - APPRENTICES

The wage rate for Apprentices shall be as established by the Local Joint Apprenticeship Training Committee.

SCHEDULE 5 - HOURS

A. Regular working hours are to be between 8:00 AM and 4:30 PM. If mutually agreed between the Employer and the Employees, working hours may be adjusted up to one (1) hour earlier to promote the efficiency of the job. The Union shall be notified of such adjustment in starting time by the Steward and such adjusted starting time shall be scheduled for at least three (3) consecutive working days in order to operate without overtime pay.

All work exceeding the standard eight (8) hour day and Saturdays will be considered as overtime and paid at the rate of time and one-half (1 1/2). Sundays and legal holidays shall be paid at the rate of double time.

The following shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such legal holidays. When a legal holiday is on a Saturday, Friday will be designated and celebrated as the legal holiday. When a holiday is on a Sunday, Monday will be designated and celebrated as the legal holiday.

It shall be understood that there shall be no pyramiding of overtime.

B. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes of 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/her meal.

C. There shall be one break in the forenoon and 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 of the Employee's work station.

SCHEDULE 6 - SHIFTS

Where shifts are employed there shall be eight (8) hours straight time pay for seven and one-half (7 1/2) hours worked on the second shift and eight (8) hours straight time pay for seven (7) hours worked on the third shift.

In order to work a second and third shift without being required to pay overtime, said additional shifts shall be scheduled for a minimum of three (3) consecutive working days.

The Employee shall be at his working station at starting time and return to the main or ground floor at quitting.

SCHEDULE 7 - CEMENT MASONS ON THE JOB

Employers shall not perform Employee's work after the Employees have been dismissed for the day.

SCHEDULE 8 - WAGES

HIGHWAY HEAVY WAGE RATES

DATE	BASIC WAGE*	H/W	HRA	PENSION	SAVINGS*	TRAINING	SMC P	FCF**	TOTAL	IPF** *
5/1/2014	37.30		.80	6.67	(5.48)	.30	.10	.02	45.19	.04
5/1/2015									46.56	.04
5/1/2016									47.97	.04

Total package to increase \$.1.37 on May 1, 2015; and \$1.41 on May 1, 2016.

Foreman Rate: \$2.25 per hour above basic wage.

*The base wage before the deduction of savings is the straight time wage used in determining overtime rate of pay.

****Fair Contracting Foundation - Labor-Management Cooperative Committee (LMCC)**

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

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.

****IPF** – Infrastructure Promotion Fund (IPF), effective May 1, 2008, and continuing thereafter during the term of this agreement, applies to contractors signatory to this agreement. These contractors shall pay (\$.04) four cents per hour worked to the IPF. All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the 15th of the month following the month in which the work was performed. The Infrastructure Promotion Fund shall be administered solely by the Associated General Contractors of Minnesota and shall be used entirely for purposes of defraying expenses associated with the promotion of infrastructure and construction initiatives. Contributions to the IPF shall be made on a voluntary basis.

NOTE: Each Employer shall deduct the sum of \$5.48 per hour, or allocated amount, for each hour worked by employees covered by this Labor Agreement for a savings fund established by the Union. SAVINGS is taxable and shall be sent into the Minnesota Cement Masons Fringe Benefit Funds, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440.

Above fringes for HRA, PENSION, TRAINING, FCF and IPF are to be sent into the Minnesota Cement Masons Fringe Benefit Funds, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440, per Article 22 of this Agreement.

SMCP is to be sent into the Construction Partnership, Eastwood Bank, Attn: Rebecca Staloch, 15 1st St SE #220, Rochester, MN 55904, Acct # 1310013410

SCHEDULE 9 - DEFINITION OF WORK

Heavy construction and railroad contracting work is defined as construction substantially in its entirety any fixed structure including any structure or operation which is an incidental part of a contract thereof, including without limitation (not including Building Construction excepting excavation for basements and grading on site), railroads and street railway construction projects, sewers, underground utilities (not including Building Construction except to work below grade and including grading on site), watermains, grade separations, pile driving, piers, abutments, viaducts, shafts, tunnels, subway, track elevation, elevated highway, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply

projects, water power development, hydro-electric development, duct lines, pipelines, lock, dams, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, airports (excluding general building construction), excavation and disposal of earth and rock, including the assembly operations, maintenance and repair of all equipment, vehicles and facilities used in connection with and serving the aforementioned work and services.

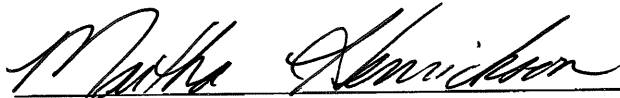
Highway construction work is defined as all work ordinarily included in highway construction contracts: bridges, sewers and street and highway grading, street and highway paving, curb setting, sidewalks, when let in connection with highway work.

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NO. 633
Of Minnesota, North Dakota, and NW Wisconsin
AFFILIATED WITH O.P. & C.M.I.A. OF U.S.

(EXPIRES APRIL 30, 2017)

THE EMPLOYER HEREBY ACKNOWLEDGES RECEIVING A COPY OF SAID AGREEMENT.
The Employer and the Union agree to comply fully with all of the provisions as set forth in the said Agreement as if the same were fully set out herein.

ROCHESTER AND SO MN AREA HIGHWAY/HEAVY DIVISION OF ASSOCIATED GENERAL
CONTRACTORS OF MINNESOTA


MARTHA HENRICKSON

CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633


GREGORY R. MASSEY

Signed this 20th day of June, 2014.