IRON RANGE AREA AGREEMENT

BETWEEN

INDEPENDENT CEMENT MASON CONTRACTORS

AND

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.

EXPIRES APRIL 30, 2017

AGREEMENT

This Agreement, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, hereof, establish rates of pay, wages, hours of employment, fringe benefits and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction 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 - DESIGNATION OF PARTIES AND UNION RECOGNITION

The Northern Minnesota Contractors Association (hereinafter called NMCA), Associated General Contractors of Minnesota (A.G.C.), and affiliated organizations, are parties to this Agreement in a representative capacity and as agents only, acting on behalf of certain of its members who have agreed to be bound to the terms of this Agreement through NMCA or AGC

NMCA and AGC are entitled to recognition, in such capacity, as agents and collective bargaining representatives for the Employers who are, or may become, parties hereto, for all purposes of this Agreement, including its right in such capacity to represent such Employer parties before the NLRB or otherwise pursuant to, and or, in aid, support, or enforcement of the terms and conditions of this Agreement.

The NMCA and AGC members who have agreed to be bound to the terms of this Agreement through NMCA, AGC, or others as per (A) above (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

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 hereunder 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 Employers hereby recognize each 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, hours of employment and fringe benefits, where applicable, and other conditions of employment. The respective Unions are hereby recognized hereunder by the Employers as the sole and exclusive bargaining representative of the Employees respectively represented by them. The respective Unions represent that they are qualified for such recognition.

ARTICLE 3 - SCOPE OF AGREEMENT

This Agreement shall govern work done in areas defined as follows: **EASTERN AREA**: Minnesota Counties of Itasca, Koochiching, and that part of St. Louis County North of the White Face River. **WESTERN AREA**: Minnesota Counties of Becker, Beltrami, Cass, Crow Wing, Hubbard, Ottertail, and Wadena. The wages and benefits will be negotiated for each area.

ARTICLE 4 - UNION SECURITY

Each of the Unions 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. All organizational functions must be pursued during that period which will not conflict with the Employer's work.

ARTICLE 5 - HIRING

A. When the Employer needs cement masons, they will notify and give the Union equal opportunity to supply such additional employees.

B. The Employer has the right to select prospective Employees from all applicants.

C. There shall be no discrimination against any prospective 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.

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 Workmens' Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due under State and Federal laws.

ARTICLE 7 - CONFLICTING AGREEMENTS

The Employers agree not to enter into any Labor agreements 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 that provides for less favorable wages, hours or conditions than herein specified, the Employer parties hereto may immediately put into effect the same 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 - SETTLING OF DISPUTES

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. All differences or disputes concerning the interpretation or application of any provisions of this Agreement shall be submitted to the grievance procedure. Any part to this Agreement (AGC, Union or Employer) shall have the right to raise grievances. Each grievance shall be deemed to be waived unless submitted in writing to the parties for negotiations within ten (10) working days, with a copy to the AGC.

2. If a satisfactory settlement cannot be reached within five (5) working days it shall be presented in writing to the AGC-Building Trades Joint Liaison Committee. (The rules of the committee are to be those already adopted by joint committee).

3. The joint committee is to be made up of equal numbers of Management representatives 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 committee shall have no power to add to, delete, or modify, any of the terms or provisions of this Agreement. All decisions of the committee shall be final and binding.

4. Should the joint committee, as established, be unable to reach a decision on the matter before it, within ten (10) working days, 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 10 - 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 11 - 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.

C. The contractors and union agree to incorporate the LUC Drug and Alcohol Program as a part of labor and management's commitment to job safety. The program is non-mandatory and available through Local 633 or the AGC of Minnesota office.

ARTICLE 12 - PICKETS, BANNERS AND STRIKES

The Employer shall not require an Employee except Watchmen or Supervisory personnel, to go through a primary picket line except to protect life or property. 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 13- STRIKES, LOCKOUTS, WORK INTERFERENCE

The Unions 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 Unions and/or members thereof, and there shall be no strike during the existence of this

Agreement without first giving NMCA, or AGC, or the Employer and the Union 48 hours notice and sending the dispute through procedures established in Article 9.

ARTICLE 14- 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, health and welfare, pension, savings and premium pay of the current collective bargaining agreement in the building construction industry entered into between the NMCA 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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. 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 $7,500, 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 shall refuse to supply cement masons 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 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 $7,500 bond 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 bannering 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 Unions and the Trustees and the Trust Funds shall reimburse the Unions for picketing and bannering expenses actually incurred in enforcing such rights.

g) Notwithstanding the provisions of Article 10 Settling 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.

6. 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 AGC of any adjustment, and such adjustment shall operate to adjust wages in a like amount.

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 20 - PREVAILING WAGE REPORTS

It is agreed that management and labor will cooperate on the timely completion and submission of prevailing wage reports to the U.S. and State Departments of Labor.

ARTICLE 21 - 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 22 - 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 23 - DURATION

All terms of this Agreement shall remain in effect from May 5, 2014 through April 30, 2017.

This agreement and all of its implied understanding shall automatically expire under the terms of an 8(f) arrangement only. Those Contractors that have recognized the Union as the exclusive bargaining agent shall remain in full force and effect till either an agreement or an impasse is reached under the provisions of 9(a) of the act.

B. Any party has the right to terminate* or amend this Agreement by giving written notice to the other party, sixty (60) days before the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.
*Pursuant to Section 9(a) of the Act.

C. In the event such written notice is given and a new Agreement is not signed before the expiration 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. Any fringes earned prior to cessation of work shall be due and payable.

ARTICLE 24 - LETTER OF UNDERSTANDING

The NMCA, 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.

S C H E D U L E S

SCHEDULE 1 - HOURS OF WORK– A. Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. A regular day's work shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. If mutually agreed by the Employer and the Union the 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.

No overtime shall be paid for work scheduled for four (4) ten (10) hour days during Monday through Friday. All work performed in excess of ten (10) hours in one day shall be paid at the rate of one and one-half (1 & 1/2) times the regular rate of pay.

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 workday. If an Employee is required to work over 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 workstation.

SCHEDULE 2 - LUNCH FACULTIES, 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 3 - SHIFTS

Where shifts are employed, there shall be eight (8) hours straight time pay for eight (8) hours worked on the second shift and eight (8) hours straight time pay for eight (8) hours worked on the third shift. This shall not apply to stack and silo work covered by International Agreements.

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.

If by not fault of the employer, for example an act of God or a holiday work week, consecutive working days may be adjusted.

On slip form construction in reference to silo and stack construction, two shifts may be used consisting of twelve (12) hours per shift, eight (8) hours straight time and four (4) hours of overtime at time and one-half (1 1/2), Monday through Friday. A minimum of three (3) consecutive days shall be required.

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

SCHEDULE 4 - SUPERANNUATED–EMPLOYEES

When an Employee covered by this Agreement, because of physical limitation, is given permission by said Union to work for a wage scale that is different than the scale set up in Schedule 3, such member shall be called privileged Employee and said Employer may employ said privileged Employee at a wage scale that is agreed to by both parties to this Agreement.

SCHEDULE 5 – APPRENTICES

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

SCHEDULE 6 - CALL IN PAY

When employees are called to work and commences work, they shall be paid (4) four hours. If employees work more than (4) four hours they shall be guaranteed (8) hours, provided that the employee stays on the job, this however does not apply (a) in case of inclement weather, (b) because of any factor beyond the control of the employer, (c) if employer calls for employees, and they do not report to work within one (1) hour after the time agreed designated by the employer and the union, or (d) in case of jurisdictional disputes.

SCHEDULE 7- WAGES

COMMERCIAL and HIGHWAY/HEAVY

DATE	BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS*	TRAINING	FCF**	TOTAL	CAF***
5/5/2014	27.97	7.03	1.00	6.58	(2.71)	.35	.02	42.95	.04
5/1/2015								44.25	
5/1/2016								45.25	

RESIDENTIAL

DATE	BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS*	TRAINING	FCF**	TOTAL	CAF***
5/5/2014	24.62	7.03	1.00	6.58	(2.71)	.35	.02	39.60	.04
5/1/2015								40.90	
5/1/2016								41.90	

Total package to increase $1.30 on May 1, 2015 and to increase $1.00 on May 1, 2016.

*The Base Wage includes the Savings. After all taxes are deducted from the base wage rate, $2.71 per hour (or amount allocated) for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan. The base pay before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X $27.97 = $41.96, TAXED, THEN MINUS $2.71 FOR SAVINGS EACH HOUR)

RESIDENTIAL CONSTRUCTION: It is hereby agreed that a Residential Wage Rate shall be established. RESIDENTIAL CONSTRUCTION shall be defined as the erection, remodeling or alteration of any structure intended for use as a residence or residences, provided the structure is three stories or less in height and regardless of structural materials. (Curb, gutter, sidewalk, and driveway work excluded under this classification).

Foreman Rate: $1.50 per hour above basic wage.

General Foreman: $2.00 per hour above basic wage.
Contractor's option as to whom and when foreman is chosen.

NOTE: SAVINGS is taxable and shall be sent into the Minnesota Cement Masons Fringe Benefit Funds, at Zenith American Solutions, PO Box 295, Minneapolis, MN 55440.

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

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

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

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

All Health and Welfare, HRA, Pension, Savings, Training, and FCF contributions are to be sent to: Zenith American Solutions, PO Box 295, Minneapolis, Minnesota 55440.

*****Contract Administration Fund**, effective May 1, 1995 and continuing thereafter during the term of this agreement, applies to contractors signatory to the A.G.C. of MN. These contractors shall pay ($.04) four cents per hour worked to a Contract Administration Fund. All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the 15th day of the month following the month in which the work was performed. 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. Contributions to this Contract Administration Fund shall be made on a voluntary basis.

SCHEDULE 8 - SAVINGS PLAN

Savings Plan: Each Employer agrees to contribute into the Savings Plan the amount specified in Schedule 7. Each Employee shall be issued a check by the Fund Administrator on or about each September 1st for the amount he has accrued during the preceding June 1st through May 31st period. The Savings Plan shall be governed by the terms of the Trust Agreement as well as the provisions of Article 19.

SCHEDULE 9 - SUBSISTENCE

Subsistence for the Eastern Area shall be paid Employees, at the rate of $25.00 for each day worked on jobs located more than 50 miles, by the most direct road route from the Hibbing Memorial building. Provided, that on jobs where an Employee might be eligible for subsistence as per above, no subsistence shall be paid if his/her residence is within 50 miles by the most direct road route, from the jobsite. It is the Employee's responsibility to establish the fact that his/her residence is more than 50 miles from the jobsite, to the satisfaction of the employer. (See scope of agreement, for Eastern area.)

For the Western Area, Employees will be paid $25.00 for each day worked on jobs located more than 50 miles, by the most direct route from their residence. It is the Employee's responsibility to establish the fact that his/her residence is more than 50 miles from the jobsite, to the satisfaction of the employer. (See scope of agreement for Western area.)

If the Employee agrees to report to the company's main business location and transportation is provided by the Employer, then no subsistence shall be paid to the Employee

SCHEDULE 10 - CEMENT MASONS ON THE JOB

One or more Cement Masons shall be on the job before concrete requiring rodding, screeding, floating, or finishing is placed or composition, emulsion mastic, or any other type of flooring material belonging to the jurisdiction of the craft is placed.

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

Employers agree to assign work in accordance with area and trade practice.

SCHEDULE 11 - STEWARDS

For the mutual benefit of the Employer and the Union there may be appointed by the Union, a Steward on every job. The Steward shall not be discharged for performing the normal duties of a Steward. 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 forty-eight (48) hours from the time of discharge.

SCHEDULE 12 - ADMIXTURES

Cement Masons shall be consulted as to the advisability of admixtures at all times. Admixtures shall not be increased or decreased without the knowledge of the Cement Masons working with that material.

SCHEDULE 13- FINISHING MATERIALS AND GEAR

The Employer shall furnish carborundum stones and brushes on all rubbing and brushing of concrete and all related safety equipment.

SCHEDULE 14 - 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, hydry-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.

IRON RANGE AREA AGREEMENT
BETWEEN
IRON RANGE BUILDERS & 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.

(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.

IRON RANGE BUILDING & HIGHWAY/HEAVY DIVISION OF ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

MARTHA HENRICKSON

MINNESOTA CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633

MICHAEL SYVERSRUD

Signed this 2nd day of June, 2014