

PROPOSED SETTLEMENT
AGC MN - CEMENT MASONS LOCAL 633

NORTH DAKOTA AREA BUILDERS & HIGHWAY HEAVY DIVISION AGREEMENT
NW MN AREA BUILDERS & HIGHWAY HEAVY DIVISION AGREEMENT

03 April 2018

1. **Economic Settlement.** Wage increase of \$1.75, \$1.75 and 1.75 for 2018, 2019 and 2020 respectively, allocations by Union.
2. **Addendums.** For only AGC-MN member contractors signed through AGC-MN's To Be Bound forms, the Parties agree to the following amendment to the standard terms and conditions:

- a. Article 12 of the ND Agreement - Subcontractors, the provisions of this Article shall be replaced with the following language"

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

- b. Article 8 of the ND Agreement—Settling of Disputes will be replaced with Article 11—Settlement of Disputes contained in the Metro Area Highway Heavy Agreement:

1. Any controversy over the interpretation of, or adherence to the terms of this Agreement shall first be attempted to be resolved between the Union and the Employer. Any controversy or grievance shall be deemed to be waived unless submitted in writing within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance.

2. 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 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 Agreement to bring matter to Disputes Board. Both parties must sign the document binding them to Board decision. If either party does not attend 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.

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

4. 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 expenses of its Arbitrator and the Union will pay all expenses of its Arbitrator, and the Employer and the Union will 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.

3. **Recommendations.** Union bargaining parties agree to recommend ratification.

AGREED TO ON BEHALF OF,

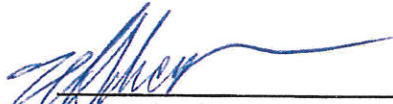
Cement Masons, Plasterers and Shophands,
Local No. 633

Contractors



Dave Schutta
Business Manager, Local 633

Date: 4/3/2018



Mike Schechter
Director Labor Relations, AGC MN

Date: 3/21/2018

Mike Syversrud
Business Agent, Local 633

Date: _____