

MINNESOTA BUILDERS AGREEMENT

Between

**ASSOCIATED GENERAL CONTRACTORS
OF MINNESOTA**

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49**

MAY 1, 2019- APRIL 30, 2022

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MINNESOTA BUILDERS AGREEMENT

Between

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49**

May 1, 2019 - April 30, 2022

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.

NOW, THEREFORE, for such purposes, it is agreed as follows:

Article 1 - CONSIDERATIONS FOR AGREEMENT

Section 1. 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.

Section 2. It is desirable to maintain the cooperative relationships existing during past years between the Employers and the employees represented by the Union. It is, therefore, the mutual purposes of both parties to preserve past practices to the fullest extent possible.

Article 2 - DESIGNATION OF PARTIES

Section 1. Associated General Contractors of Minnesota (hereinafter called AGC) and the Minnesota Concrete and Masonry Association, are parties 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 and on behalf of such additional Employers as may execute identical counterparts thereof, through AGC. AGC is entitled to recognition, in such capacity, as agent and collective bargaining representative for the

Employers who are or may become parties hereto, for all 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.

Section 2. The AGC members, who have agreed to be bound to the terms of this Agreement through the AGC, or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

Section 3. 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.

Article 3 - UNION RECOGNITION

Section 1. 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, wages, 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 representatives of the employees respectively represented by them. The respective Unions represent that they are qualified for such recognition.

Article 4 - UNION SECURITY

Section 1. Each of 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.

Section 2. Employees need not become members of the Union in order to meet their financial obligations as outlined above. Employees who pay the Local Union's initiation fees and dues relating to the Union's representational function shall be deemed to have satisfied the obligation set forth.

Section 3. The Employer will be required to dismiss employees who refuse to comply with this Union shop provision after written notification by a bona fide representative of the Union to a responsible representative of the Employer on the job. 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

Section 1. As set forth herein, Employers shall give the Union referral office the first opportunity to provide journeymen or apprentices needed by the Employer in any of the classifications covered by this Agreement. The Employer shall inform the Union referral office of the location, starting time, and approximate duration of the job, type of work to be performed, and the number of applicants required. The Employer shall allow forty-eight (48) hours for the Union referral of the prospective employee(s).

Section 2. Except as specifically limited by this Agreement, the Union shall be the sole and exclusive source of referrals of applicants for employment. The Union shall establish, maintain and keep current a nondiscriminatory Open Employment List of applicants for the work classifications covered by this Agreement. Such Open Employment List shall not be based on, nor shall referrals be in any way affected by Union membership, Union constitution, Union by-laws or regulations, or by any other aspect or obligation of Union membership policies or requirements. Any employee who is hired in violation of this Article shall be discharged by the Employer when the violation has been brought to their attention in writing by the Area Business Representative.

Section 3. Registration or re-registration of applicants for referral from the Open Employment List shall be accepted at the Union hall at any time between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday (except holidays). All applicants shall be registered in the order of the time and date of registration. In order to maintain an up-to-date source of experienced applicants, and in order to remain on the Open Employment List, an applicant for referral must renew their registration not later than thirty (30) days from the date of their last registration or re-registration. Upon their initial registration, each applicant for referral shall be required to submit a work card of experience and qualifications, and such other data as may be pertinent. Upon re-registering, such applicant shall furnish such additional information as may be required to keep the employment data current and accurate. Applicants who do not re-register will be assumed to have found employment outside of our craft jurisdiction or, for other reasons, to no longer desire to be dispatched. Applicants who re-register will not lose their place on the out-of-work list. Late applicants will be placed at the bottom of their appropriate group.

Section 4. The Union shall refer to an Employer only those applicants whose names appear on the Open Employment List. Each applicant for employment shall be registered in the highest priority group for which they are qualified. Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualifications or skills – regardless of the employee's place on the out-of-work list. The following general principles shall prevail in the referral of applicants:

(a) Requests by Employers for Lead Engineer/Foreman shall be honored without regard to the requested person's place on the Open Employment List.

(b) An Employer's request for an individual operator by name will be honored, provided that (1) at the time of the request, the operator requested is presently on the out-of-work list and has been on the out-of-work list at least five (5) consecutive days; or (2) the operator has been employed regularly on a season-to-season basis by the requesting Employer; or (3) has worked for the requesting Employer in the past five (5) years as an operator. All requests are based on having worked in Local 49's jurisdiction as an operating engineer.

(c) Bona fide requests by Employers for applicants with special skills and abilities shall be honored, and persons possessing such skills and abilities shall be referred in the order in which their names appear on the Open Employment List.

(d) In the best interest of the industry and to maintain a pool of learners, requests by the Employers for applicants who are to be employed as oilers, crane operator apprentices and greasers and are sons or daughters or sons-in-law or daughters-in-law of management or of operating engineers (seeking summer employment only), shall be honored without regard to the requested applicant's place on the Open Employment List.

(e) The Employers and the Union mutually agree that the provisions of this Article shall not be applicable to the employment of workers employed by the Employer during the preceding twelve (12) months in Local 49's jurisdiction. The Employer agrees to notify the Union by phone, e-mail or mail of employees rehired under the provisions of this section as soon as possible or within fifteen (15) days of rehire.

(f) Except in the case of applicants referred pursuant to subparagraphs (a), (b), (c), (d) and (e) of this section, and subject to experience in the industry, qualifications or skills, applicants (including Crane Operator Apprentice/Oilers, crane operator apprentice and greasers) shall be referred as follows:

(1) Applicants who have worked in Local 49's jurisdiction in the categories of employment covered by this Agreement for an aggregate time of two thousand (2000) hours or more immediately preceding registration shall constitute Group A. Applicants

shall be referred from Group A in the order in which their names appear on the Open Employment List until Group A has been exhausted.

(2) Applicants who have worked in Local 49's jurisdiction in the categories covered by this Agreement for an aggregate time of more than five hundred (500) but less than two thousand (2000) hours during the period of three (3) years immediately preceding registration shall constitute Group B. After Group A has been exhausted, applicants from Group B shall be referred in successive order as their names appear on the Open Employment List until Group B has been exhausted.

(3) All applicants not in Group A or Group B shall constitute Group C. When Group A and Group B have been exhausted, applicants from Group C shall be referred in successive order as their names appear on the Open Employment List.

(4) Any applicant receiving a pension from the International Union, Local Union or from any source of the industry, including Social Security, shall be included in Group B. When Group A has been exhausted, applicants from Group B shall be referred in successive order as their names appear on the Open Employment List.

(5) Each Employer shall have the absolute and unconditional right to reject any applicant referred by the Union. If an applicant reports for work and is not put to work, they shall receive a maximum of two (2) hours show-up time except in cases where inclement weather or any other conditions beyond the control of the Employer prevents their employment; the Employer has previously notified the Union that the applicant is not acceptable; the applicant fails to report at the time designated by the Employer; or the employee reports under the influence of alcohol. If after forty-eight (48) hours (Saturday, Sunday and holidays excluded) has elapsed, applicants satisfactory to the Employer have not appeared at the job in sufficient numbers to fulfill the Employer's needs as stated in the Employer's notification to the Union, the Employer shall be free to hire applicants from any source.

(6) Any applicant who is rejected by an Employer to whom they were referred for employment shall be restored to their place on the Open Employment list. When an applicant is actually employed on a job to which they were referred for more than ten (10) days, such applicant's name shall be removed from the Open Employment List. If an applicant, upon being called for three (3) different jobs that they have registered for and are classified for, refuses to accept or acknowledge the offer of all three (3) jobs, they shall be placed on the bottom of the Open Employment List unless ill, in which case, proof must be furnished. If an applicant quits their employment without complying with the provisions of subparagraph (14) relating to the giving of three (3) days' notice, the Employer may notify the Union and the applicant shall not be eligible for registration on

the Open Employment List for a period of fifteen (15) days. The Employer shall make out a termination slip for employees discharged for cause. The slip shall state the reason for discharge and one copy shall be furnished to the Union.

(7) A separate Apprentice List shall be established and maintained for registered apprentices and apprentices shall be referred for employment in the order in which their names appear on such lists. Requests by Employers for particular registered apprentices or persons who will become employed as registered apprentices shall be honored without regard to the requested applicant's place on such apprentice list.

(8) There shall be created a Joint Hiring Committee composed of three (3) persons appointed by the Associated General Contractors of Minnesota and three (3) persons appointed by the Union. The function of the Joint Hiring Committee shall be to supervise the operation of the employment referral system established in accordance with this Article. The Joint Hiring Committee and the individual members thereof shall have the power, but not the duty:

(a) to establish, revise and enforce rules and regulations for the operation of the employment referral plan;

(b) to inquire into and investigate the operation of the employment and referral plan; and

(c) to hear and determine any and all grievances arising out of the operations of the employment referral plan. Any applicant registered on the Open Employment List, any apprentice registered on the Apprentice List, and any applicant for registration on either list shall have the right to appeal to the Joint Hiring Committee any dispute or grievance arising out of the operation of the employment referral plan. A grievance may also be initiated by a member of the Joint Hiring Committee.

(d) if the Joint Hiring Committee is unable to reach a decision over a grievance within ten (10) days after the grievance is referred to the Joint Hiring Committee, the grievance shall be submitted to a neutral arbitrator selected by the Joint Hiring Committee. If fifteen (15) days have elapsed since the dispute was referred to the Joint Hiring Committee, and the Joint Hiring Committee has not reached a decision on the grievance, or on the identity of a neutral arbitrator, any member of the Joint Hiring Committee may apply to the Minnesota State Bureau of Mediation Services for the appointment of a neutral arbitrator. The authority of the neutral arbitrator shall be limited to the interpretation and application of the provisions of this Article. All decisions of the Joint Hiring Committee or the neutral arbitrator shall be final and binding on all parties, including the apprentices or applicants involved.

(9) The Employers and the Union mutually agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions of this Agreement relating to the hiring of applicants and all rules and regulations issued by the Joint Hiring Committee in connection therewith.

(10) The Employers and the Union mutually agree that the provisions of this Article shall not be applicable to the employment of supervisory employees.

(11) For purposes of this Article, the word "Employer" shall be deemed to include joint ventures and affiliated business entities.

(12) For the purpose of placement on the Open Employment List, officers and business representatives of the Union and supervisory personnel who have worked previously in Local 49's jurisdiction, in one (1) or more categories of employment covered by the Agreement shall be deemed to have been employed in said categories for the duration of their employment as officer, business representative or supervisor.

(13) In order to meet Federal, State or other governmental requirements or regulations relative to Equal Employment Opportunity and Affirmative Action, contractors may hire from any source if the Union cannot supply. There shall be no discrimination against any employee or applicant because of affiliation or non-affiliation with the Union, race, color, creed, political or religious beliefs, gender, disability, national origin, age, or other protected class.

(A) When the Employer needs people to satisfy Equal Employment Opportunity or Affirmative Action obligations, they shall give the Union equal opportunity with all other sources to provide suitable applicants. The Employer has the right to select prospective employees from all applicants referred to them.

(B) In order to meet Federal, State or other government requirements or regulations, contractors may hire from any source, if the Union cannot supply.

(14) Notification of Desire to Quit. All operators and engineers desiring to quit their jobs shall notify their Employer and the representative of the Local and remain on the job three (3) days unless relieved. The Employer shall be under no obligation to re-employ in the future any engineer who quits without a three (3) day notice.

Article 6 - INSURANCE AND TAXES

Section 1. The Employer agrees to carry any and all insurance and pay all applicable taxes as required by applicable State and Federal law.

Section 2. 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.

Article 7 - CONFLICTING AGREEMENTS

Section 1. 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.

Section 2. 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, her, 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.

Section 3. For the purpose of organizing contractors the Union will have the option of offering non-signatory contractors the ability to finish existing projects under contract at labor rates other than those contained in the current CBA. Local 49 agrees to notify the AGC with the date and name of the contractor. All work obtained after signing the CBA would require compliance with all terms and conditions of the CBA.

Article 8 - VIOLATIONS OF AGREEMENT

Section 1. In the event the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, or overtime differentials, and vacations, any back pay owed to the employee because of such violation shall be paid to the employee at the rate of two (2) times the standard and overtime rate.

Section 2. 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.

Section 3. When there is evidence of collusion between the Employer and employee to violate this Agreement, any back pay collected shall be made payable to the employee, and shall be deposited with the Union, if the Board of Arbitration so orders.

Section 4. Determination of violations to this Agreement as set forth in Sections 1, 2 & 3 above shall be determined in accordance with the Settlement of Disputes Article of this Agreement.

Article 9 - DISCHARGE

Section 1. The Employers may discharge any employee whose work or behavior is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer or any governmental agency. No employee shall be discharged for refusing to work under unsafe conditions.

Article 10 - SETTLEMENT OF DISPUTES

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

Section 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 claims 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.)

Section 3. Both parties must sign an agreement to bring the matter to the Disputes Board. Both parties must sign the document binding them to board action. 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.

Section 4. 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.

Section 5. The Disputes Board is to be made up of equal numbers of management representatives and labor representatives neither of whom may be from the Union(s) or Employer(s) involved in the dispute, 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.

Section 6. 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.

Section 7. 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 chairperson. In the event of the failure of the arbitrators selected by the parties to agree on a neutral chairperson 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. Within five (5) days after receipt of such list, the parties shall determine by lot the order of elimination and thereafter each shall in the order alternately eliminate one (1) name from the list until only one name remains and the final name shall be selected as the neutral chairperson.

Section 8. The neutral chairperson thus selected shall set the time and place for hearings, which shall begin no later than ten (10) working days after their 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.

Section 9. 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.

Section 10. The Employer will pay all expenses of their 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 chairperson.

Section 11. 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

Section 1. 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 conditions will Union representatives make demands for more employees in a crew on specific projects insofar as it does not conflict with this Agreement.

Section 2. 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, just so long as it does not violate any terms of this Agreement.

Section 3. The employee shall use any tools, equipment, machinery, materials, products or procedures of their craft required by the Employer.

Article 12 - SAFETY

Section 1. Accident and injury free operations shall be the goal of all Employers and employees. To this end the Employer and the employee will, to the best of their ability abide by and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.

Section 2. To this end the Employer shall from time to time issue rules or notices to their 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.

Section 3. When an employee leaves work to go to a physician for initial treatment of an on the job injury, they shall be paid for the time lost provided they return promptly to the job with documentation from the physician noting the time of release. If the physician gives the employee a slip advising them not to return to work, the employee shall be paid for the entire day, not to exceed eight (8) hours.

Section 4. All mandated safety wear, excluding footwear, will be provided initially by the Employer. Equipment damaged by normal usage will be replaced by the Employer.

Section 5. No employee shall be reprimanded, disciplined or discharged for failure to operate a crane or other equipment with a non-functioning LMI or similar device in accordance with state or federal guidelines.

Article 13 - PICKETS, BANNERS AND STRIKES

Section 1. The Employer shall not require any employee, to go through a primary picket line. 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 decided not to cross a primary picket line, or banner. This provision does not apply to watchpersons or supervisory personnel, if they go through the

picket line to protect life or property. This clause shall not apply to a secondary picket line and banners or it shall not apply to jurisdictional picket lines and banners.

Article 14 - STRIKES, LOCKOUTS, WORK INTERFERENCE

Section 1. The Unions and the Employers agree that there shall be no strike, lockout, work stoppage, slow-down, sit-down, stay-in or other concerted interference with the Employer's business or affairs by Unions and/or the members thereof, and there shall be no lockout during the life of this Agreement without first giving AGC or the Employer and the Union forty-eight (48) hours written notice and sending this dispute through procedures established in Article 10.

Article 15 - SUBCONTRACTORS

Section 1. If an Employer subcontracts work to be performed at the jobsite, the Employer shall require the subcontractor to sign a subcontract agreement containing the following provisions:

(a) The subcontractor agrees to comply with the provisions relating to wages, fringe benefits and additional pay and on-the-job working conditions for the 2019-2020-2021 expiring on April 30, 2022, collective bargaining agreements in the Building Construction Industry entered into between AGC and the Union for the duration of such prime contractor's or Employer's project.

(b) The Agreement of the subcontractor to so comply shall apply:

(i) Only those collective bargaining agreements which cover classifications of work in which the subcontractor has employees working on the projects; and

(ii) Only to work performed on the project.

Section 2. The Employer shall require the subcontractor to sign a subcontract agreement containing the foregoing provisions only:

(a) With respect to work located in territorial areas covered by the terms of respective union agreements; and

(b) Where the subcontractor does not represent to the Employer that they have an established building trades collective bargaining relationship covering the affected classification of work.

Section 3. Controversy with Subcontractor. In the event a subcontractor is involved in a controversy, the Union shall be obligated to bring it to the attention of the prime contractor in an effort to settle the controversy before a work stoppage is brought about.

Article 16 - UNION REPRESENTATIVES

Section 1. 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 foreperson, 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.

Section 2. 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

Section 1. 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

Section 1. 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

Section 1. 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 20 - PAYDAY AND WAGE PAYMENT

Section 1. 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.

Section 2. Wages shall be paid at or before the end of the shift of the designated payday.

Section 3. When an employee has executed an authorization; the Employer may direct deposit payroll checks to an account designated by the employee.

Section 4. When employees are laid off, or discharged, they shall receive all money due them in cash or negotiable check within twenty-four (24) hours. If employees do not appear to collect their check, the Employer will immediately mail their check to the employee's last known address.

Section 5. An employee who quits will be paid any wages due them at the next regular payday.

Section 6. The Employer agrees to provide the following information on employee's check stub: hours, date, regular pay, overtime pay, gross pay, deductions and net pay.

Section 7. Any Employer who fails to pay wages or issues payroll checks for wages and such checks are subsequently not honored due to Non-Sufficient Funds (N.S.F.), a non-existent account or a closed account, shall be liable for the full amount of the payroll check plus an additional amount equal to ten percent (10%) of the payroll check in question as liquidated damages. The Employer shall be liable for reasonable attorney fees, collection costs or court costs as may be incurred by the Union in the collection of said wages.

(1) The Employer must, within twenty-four (24) hours thereafter, issue to the employee(s) in question, payment in cash, money order, or certified check in the gross amount of said dishonored payroll check.

(2) The affected employee(s) must furnish the Union and the individual Employer in question with relevant bank statements and/or fees showing proof of such N.S.F. fees before any payment shall be made, as stated above.

(3) This language is not to apply to good faith bookkeeping, mathematical, postal delivery or administrative errors that are corrected by the next regular payday.

Section 8. Wage rate classifications in this contract establishes only a rate for employees hired by management and in no way relates to manning of projects.

Article 21 - FRINGE BENEFITS

Section 1. The Employer agrees to contribute every month, not later than the fifteenth (15th) of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Vacation, Defined Contribution, Apprenticeship 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.

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

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

(c) Contributions paid on an hourly basis on all hours worked and not to be pyramided: Example: if hourly wage is Eight Dollars (\$8.00) plus ten cents (10¢) fringe, time and one-half (1½) overtime rate equals Twelve Dollars (\$12.00) plus ten cents (10¢) fringe. On shift work, contributions paid on the same proportionate hourly basis as hours worked to hours paid.

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

(e) 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.

(f) (1) 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 fifteenth (15th) of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise.

(2) If an Employer becomes delinquent for a particular work month (as provided in (1) above), they shall be required to pay, as liquidated damages and not as a penalty, an amount equal to fifteen percent (15%) 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.

(3) If an Employer becomes delinquent for a particular work month (as provided in (1) 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 fifteenth (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 a form satisfactory to the Trustees and in the amount of two (2) times the monthly contribution amount (example: if a contractor has \$100.00 in monthly benefit contributions the bond requirement would be \$200.00), 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 and 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 twelve (12) consecutive calendar months during which no further delinquency has occurred on the part of such Employers. The Union shall 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.

(4) Illustration of clauses (1), (2) and (3): 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 fifteen percent (15%). If the report and the full amount for January (including the fifteen percent (15%) liquidated damages amount) are not postmarked before March 16, the Employer must then post a surety bond of two (2) times the monthly benefit contribution amount in addition to reporting and paying the full amount due.

(5) 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 bannering 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.

(6) Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees and 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, or their authorized agents, may examine such employment or payroll records whenever such examination is deemed necessary by the Trustees and 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 and 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 and 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 of 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 bannering expenses actually incurred in enforcing such rights.

(7) Notwithstanding the provisions of Article 10 - 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.

(8) 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 Unions, REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION.

(g) 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.

(h) Pension, Health and Welfare, Vacation, Defined Contribution, Apprenticeship and Promotion funds to be sent to Wilson-McShane Corp., 3001 Metro Drive, Suite 500, Bloomington, Minnesota 55425.

Article 22 - SAVING CLAUSE

Section 1. This Agreement is intended to be in conformity with all applicable and valid State and Federal laws, rules and regulations.

Section 2. 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

Section 1. This Agreement covers the entire understanding between the parties hereto, except the Letter of Understanding relating to picket lines which was signed by the parties on July 2, 1975.

Article 24 - DURATION

Section 1. All terms of this Agreement shall take effect on May 1, 2019 and shall remain in full force and effect through April 30, 2022.

Section 2. 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) months.

Section 3. 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.

SCHEDULES

Schedule 1 - SUBSISTENCE

Section 1. Subsistence pay shall be paid to employees at the following rates:

For travel seventy (70) to one hundred (100) miles	\$50
For travel above one hundred (100) to one hundred twenty (120) miles	\$80
For travel over one hundred twenty miles	\$120

Mileage is calculated from the Employee's home to jobsite and does not include travel when using a company vehicle or travel from the Employee's home to the Employer's office or shop.

Section 2. Mileage shall be determined by the distance traveled on the most direct route by a reputable internet/GPS technology such as Google Maps or Apple Maps.

Section 3. When employees eligible to receive subsistence under Section 1 above are required to report for work but are unable to work because of inclement weather and other conditions beyond the control of the employee, the employee shall receive subsistence pay for that day.

Section 4. When a holiday falls on a Tuesday, Wednesday, or Thursday, the employee eligible to receive subsistence under Section 1 above shall receive subsistence for that day.

Section 5. University of Minnesota, Minneapolis/St. Paul/Duluth/Rochester/St. Cloud downtown parking of up to eight dollars (\$8.00) per day with receipt.

Employer has option of providing parking or shuttle. Effective May 1, 2020, parking reimbursement up to nine dollars (\$9.00) per day with receipt. Effective May 1, 2021, parking reimbursement up to ten dollars (\$10.00) per day with receipt.

Schedule 2 - CLASSIFICATIONS, WAGES AND FRINGES

- Group 1 -** Helicopter Operator
Lead Engineer/Foreman*
Piling Driving Operator (when three drums are in use)
Tower Crane 250' and over
Truck, Crawler, Rough or All Terrain Cranes with 200' of Boom and over, including jib
*One Dollar (\$1.00) per hour additional pay for Truck and Crawler Cranes with 300' of Boom and over, including jib, and/or Back Mast.
- Group 2 -** Concrete Pump Operator 50 meters and 164 feet of Boom and Over
Tower Crane 200' and over
Truck, Crawler, Rough or All Terrain Cranes with 150' of Boom, up to and not including 200' of Boom, including jib, and/or Back Mast.
- Group 3 -** Boom Truck Operator over 100'
Derrick (Guy & Stiffleg)
Tower Cranes - Stationary - up to 200'
Self-Erecting Tower Crane 100 feet and over measured from boom foot pin
Traveling Tower Crane
Truck, Crawler, Rough or All Terrain Cranes up to and not including 150' of Boom, including jib, and/or Back Mast.
- Group 4 -** Boom Truck Operator, up to and including 100'
Concrete Pump Operator 32 to 49 meters/102 feet to 163 feet of Boom
Hoist Engineer (3 Drums or more)
Overhead Crane Operator (inside building perimeter)
Self-Erecting Tower Crane under 100 feet measured from boom foot pin
Tractor Operator with Boom
- Group 5 -** Air Compressor Operator 450 CFM or over (2 or more machines)
Concrete Mixer Operator
Concrete Pump Operator up to 31 meters/101 feet of Boom
Crawler Backhoe
Drill Rigs - Heavy Rotary or Churn when used for caisson drilling for Elevator Cylinder or Building Construction
Fireman, Chief License
Forklift
Front End Loader

Group 5 (continued) –

Geothermal/ Drill Rigs
Hoist Engineer (one or two drums)
Locomotive Operator
Mechanic or Welder
Power Plant Engineer (100KW and over on multiples equal to 100KW and over)
Pump Operator and/or Conveyor Operator (2 or more machines)
Skip Operator (hoisting personnel and/or materials)
Straddle Carrier Operator
Tractor Operator over D2
Tugger
Well Point Pump Operator

Group 6 -

Concrete Batch Plant Operator
Fireman, First Class License
Front End Loader Operator, up to 1 cu. yd.
Gunit Operator
Post Hole Driving Machine, Post Hole Auger
Tractor Operator D2 or similar size
Trenching Machine Operator all utilities, excludes Walk-Behind Trencher

Group 7 -

Air Compressor Operator 600 CFM or over
Brakeman
Concrete Pump/Pumpcrete or Complaco-type Machine Operator
Crane Operator Apprentice
Crane Oilers
Fireman, Temporary Heat
Pick-up Sweeper (1 cu. yd. and over hopper capacity)
Pump and/or Conveyor Operator
Welding Machine Operator (see Schedule 15 on Air Compressors, Pumps, Conveyors, Welding Machines)

Group 8 -

Elevator Operator
Mechanical Space Heater (Temporary Heat)
Oiler
Greaser
Vacuum Truck Operator

Groups 1, 2, 3 and 4 received fifty cents (\$0.50) over scale which, for convenience, is reflected in the allocation schedule for Groups 1 through 4 (*i.e.*, pay the wage shown in the allocation schedule).

A Crane Apprentice Trainee must obtain a minimum of one NCCCO/OECP mobile crane certification before the completion of the 8000 hours that are required to complete the program. Persons who are unable to achieve a NCCCO/OECP certification will be offered remedial help, however if a person is unable to comprehend the program after additional time is given they may be removed from the program.

For forty (40) hours of annual continuing journey worker upgrade training approved by the JAC, a wage of fifty cents (50¢) per hour (maximum per year) will apply. The training is voluntary and must be renewed each year to apply. Classes that are eligible do not include classes mandated by the current agreement or current incentive classes. As soon as a journey worker completes forty (40) hours of continuing education the wage becomes applicable through the remainder of the period. As soon as a journey worker completes forty (40) hours of continuing education they may begin immediately attending classes that will be credited to the next period. In no case can the wage be pyramided (the maximum is 50¢). Laminated, color coded cards (by year) will be issued by the JAC for each journey worker who completes forty (40) hours, showing the date the forty (40) hours has been completed. Classes at other schools or unions are permissible, provided the JAC authorizes and approves the class. The first, second and third periods will coincide with the respective years of this Agreement. The wage is prospective and applies through the year period when the JAC certifies that the training has been successfully completed.

Any question relative to the classification of a worker will be settled by the Employer and the Union.

The Union and AGC and MCMCA shall determine proper classification and wage rates for any new type of equipment not presently covered by the classifications contained in this Agreement in accordance with the following procedures:

- A. Union shall submit a written request to AGC for determinations.
- B. AGC shall meet with Union within forty-five (45) days of receipt of request.
- C. AGC and Union will determine:
 - 1. A descriptive classification title; and
 - 2. That the skill required for the operation of a new machine is most comparable to the skill required for the operation of one of the following key classifications; Classifications 1 - 8. The wage rate shall then be the current rate paid for said key classification.

D. In the event mutual agreement cannot be reached in (c) above, the matter shall be referred to arbitration under the provisions of Article 10 - Settlement of Disputes. Determination referred to in (c) above shall be the sole issue decided in arbitration.

When it is necessary for the Employer to have an operator move a piece of equipment from one job site to another during the work day, the Employer will provide transportation for the operator to their private vehicle and pay them until they are dropped off.

Note: Air compressors under 600 CFM do not require an operating engineer.

Note: One (1) conveyor used for materials for walls and roof for a one story building shall require no operator.

Note: *When the employing contractor employs six (6) or more operators on any one (1) shift, excluding Mechanical Space Heater Operator, Crane Operator Apprentice/Oiler, Tower Crane Operator, and Skip Operator, a Lead Engineer/Foreman must be employed. The Lead Engineer/Foreman may operate and do maintenance work so long as it does not interfere with their other duties or replace a full-time operator job.

On work other than refineries or power plants, when the employing contractor employs six (6) or more operators on any one (1) shift, excluding Mechanical Space Heater Operator, Crane Operator Apprentice/Oiler, Tower Crane Operator, and Skip Operator a Lead Engineer/Foreman may assume extra duties such as operating, maintenance, etc. until such time that ten (10) operators are on site. At that time the Lead Engineer/Foreman may operate and do maintenance work so long as it does not interfere with their duties or replace a full-time operator job.

TOWER CRANE HEIGHT PAY - From the top of the tower crane foundation to the top of the tower crane apex. In the case of luffing cranes to top of Gantry, plus boom length per classification.

0' to 249'	\$0.50
250' to 299'	\$1.00
300' to 349'	\$1.50
350' to 399'	\$2.00
400' to 449'	\$2.50
450' and over	\$3.00

Climbing time to be paid from the point of entry both up and down.

HAZARDOUS MATERIALS AND ASBESTOS

Operators working on hazardous material projects for which a Safety and Health Program has been prepared or implemented in accordance with the requirements of 29 CFR 1910.120(b) or 1926.65(b) as applicable, or an operator working on an emergency response clean-up operation or participating in site assessment, or performing “Asbestos-related work” as defined in Minnesota Statutes, section 326.71, subdivision 4, shall be paid for all reasonable time spent on personal preparation and clean-up - i.e., suiting up, personal decontamination, etc., required by the site Safety and Health Program.

If the site Safety and Health Program requires Employees to wear Level C or higher personal protective equipment (PPE), such Employees shall be allowed to take paid personal relief breaks as necessary to regulate body core temperature as required by OSHA regulations. Personal relief breaks will be taken outside the Exclusion Zone or Asbestos Regulated Area. The employer will determine the times during the shift when relief breaks will be taken. Relief breaks will not be taken simultaneously by all employees, unless so directed by the Employer.

The Union agrees that the amount of time reasonably required for personal preparation and clean-up and the number and length of personal relief breaks to be taken during a shift shall be determined by the Employer. The Union acknowledges that personal relief breaks are granted solely as necessary to protect the health and safety of Employees and agrees that they will not be abused.

If the site Safety and Health Program requires employees to wear Level C or higher PPE, or if an Employer requires that employees wear Level C or higher PPE on a site that has not been designated as a Hazardous Material or Asbestos site, they will be paid the following premiums over the wage rates normally applicable to their classifications:

	PPE REQUIRED	WAGE RATE
*	Level A	\$1.50 per hour
*	Level B	\$1.25 per hour
*	Level C	\$0.75 per hour
*	Level D	\$0.50 per hour

* These rates do not pyramid.

Employees required by their Employers to maintain a current HAZWOPER certification as specified in 29 CFR 1926.65(e) or 29 CFR 1910.120(e), or to maintain a current Asbestos Worker/Supervisor Certification issued pursuant to MN Chapter 4620.3300, shall be paid, at a minimum, the Level D Premium while performing said work at that site. On projects let as

HAZMAT projects, or on projects requiring Asbestos Worker/Supervisor Certification, the appropriate level of pay will be paid.

An Employee who elects to wear PPE at a level higher than required by the site Safety and Health Program will be paid only for the level of PPE actually required by the site Safety and Health Program.

Levels of PPE are defined in Appendix B to 29 CFR 1910.120 or 1926.65, as applicable.

Worker Readiness Program: Completion of a ten (10) hour OSHA Construction Safety Program by 2005. We agreed to recommend that all our members receive eight (8) hours of skill training during the term of this Agreement. MSHA training will be provided where required.

*LEVELS OF PROTECTION

LEVEL A - Fully encapsulating chemical resistant suit with pressure-demand, full face piece SCBA (self-contained breathing apparatus) or pressure-demand supplied-air respirator with escape SCBA. The highest available level of respiratory, skin and eye protection.

LEVEL B - Pressure-demand, full face piece SCBA (self-contained breathing apparatus) or pressure-demand supplied-air respirator with escape SCBA with chemical-resistant clothing.

LEVEL C - Full face piece, air-purifying canister-equipped respirator with chemical-resistant clothing.

LEVEL D – Coveralls, safety boots, glasses or chemical splash goggles and hard hats.

WAGE RATES

The Union shall allocate negotiated increases prior to their effective date. Increases shall become effective on a Monday as follows: (a) if the effective date falls on a Sunday, Monday, Tuesday or Wednesday, the allocated increase shall become effective on Monday of that week; or, (b) if the effective date falls on a Thursday, Friday or Saturday, the increase shall become effective on Monday of the following week.

WAGES EFFECTIVE APRIL 29, 2019

ZONE 1 (See Wage District Map)

\$1.95+\$0.20 Pension +\$0.05 Apprenticeship fund + \$0.01 MCIWA

Group	Wages	2% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$0.02***	EMPLOYER PAID MCIWA \$0.01****	“Voluntary” NOT Included In Total Pkg C.A.F. \$0.04**
1	\$43.59	*	\$9.90	\$1.00	\$9.10	\$0.55	\$64.14	\$0.02	\$0.01	\$0.04
2	\$43.25	*	\$9.90	\$1.00	\$9.10	\$0.55	\$63.80	\$0.02	\$0.01	\$0.04
3	\$41.84	*	\$9.90	\$1.00	\$9.10	\$0.55	\$62.39	\$0.02	\$0.01	\$0.04
4	\$41.50	*	\$9.90	\$1.00	\$9.10	\$0.55	\$62.05	\$0.02	\$0.01	\$0.04
5	\$40.08	*	\$9.90	\$1.00	\$9.10	\$0.55	\$60.63	\$0.02	\$0.01	\$0.04
6	\$38.57	*	\$9.90	\$1.00	\$9.10	\$0.55	\$59.12	\$0.02	\$0.01	\$0.04
7	\$37.45	*	\$9.90	\$1.00	\$9.10	\$0.55	\$58.00	\$0.02	\$0.01	\$0.04
8	\$35.44	*	\$9.90	\$1.00	\$9.10	\$0.55	\$55.99	\$0.02	\$0.01	\$0.04

WAGES EFFECTIVE APRIL 29, 2019

ZONE 2 (See Wage District Map)

\$1.95+\$0.20 Pension +\$0.05 Apprenticeship fund + \$0.01 MCIWA

Group	Wages	2% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$0.02***	EMPLOYER PAID MCIWA \$0.01****	“Voluntary” NOT Included In Total Pkg C.A.F. \$0.04**
1	\$41.70	*	\$9.90	\$1.00	\$9.10	\$0.55	\$62.25	\$0.02	\$0.01	\$0.04
2	\$41.38	*	\$9.90	\$1.00	\$9.10	\$0.55	\$61.93	\$0.02	\$0.01	\$0.04
3	\$40.05	*	\$9.90	\$1.00	\$9.10	\$0.55	\$60.60	\$0.02	\$0.01	\$0.04
4	\$39.73	*	\$9.90	\$1.00	\$9.10	\$0.55	\$60.28	\$0.02	\$0.01	\$0.04
5	\$38.32	*	\$9.90	\$1.00	\$9.10	\$0.55	\$58.87	\$0.02	\$0.01	\$0.04
6	\$36.90	*	\$9.90	\$1.00	\$9.10	\$0.55	\$57.45	\$0.02	\$0.01	\$0.04
7	\$35.84	*	\$9.90	\$1.00	\$9.10	\$0.55	\$56.39	\$0.02	\$0.01	\$0.04
8	\$33.95	*	\$9.90	\$1.00	\$9.10	\$0.55	\$54.50	\$0.02	\$0.01	\$0.04

Note: Allocations for Groups 1-4 includes the fifty cents (\$0.50) over scale.

* Refer to Administrative Dues below

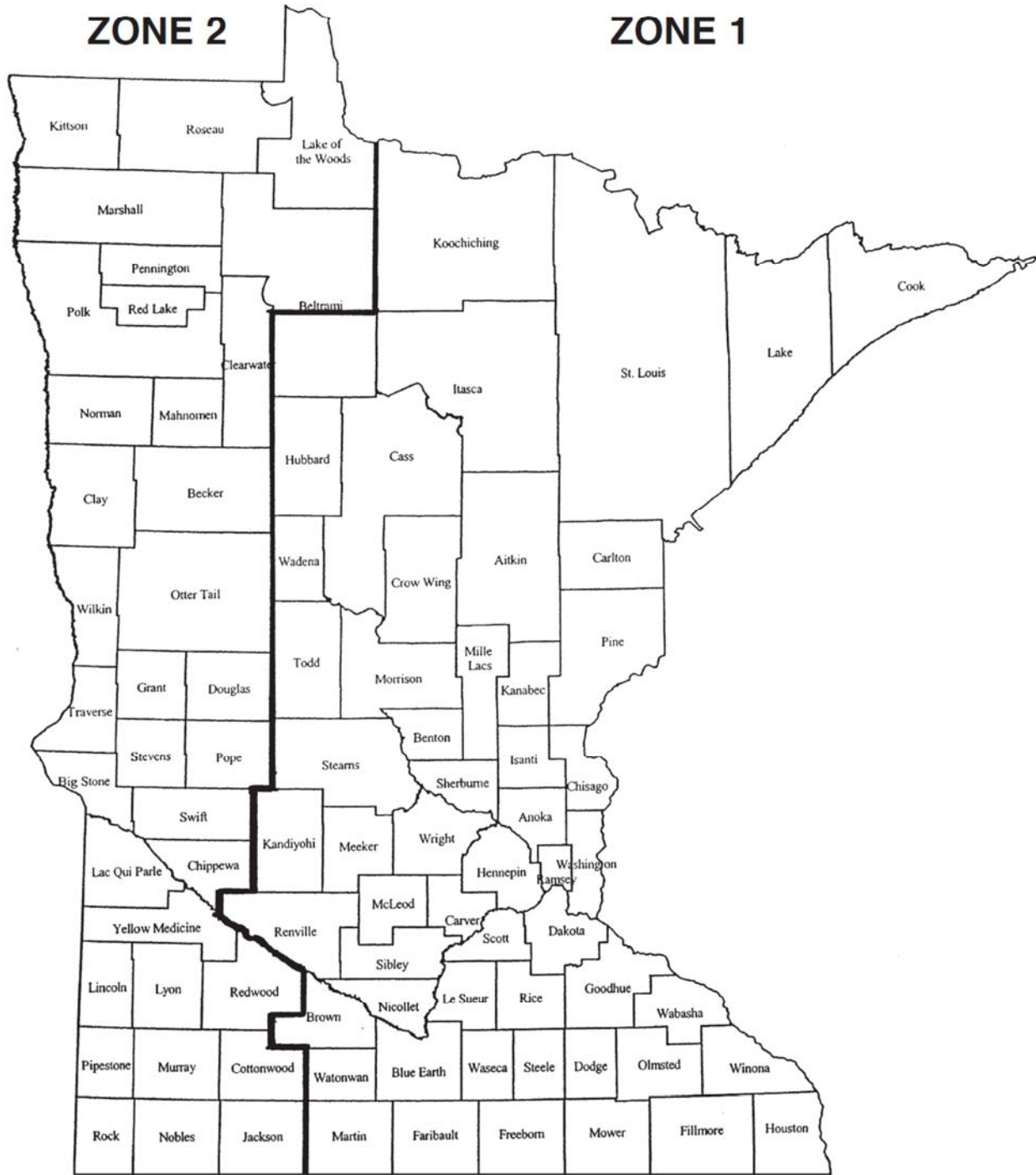
**Refer to Contract Administration Fund (C.A.F.)

***Refer to Fair Contracting Foundation (FCF)

****Workforce Development Fund (MCIWA)

I.U.O.E. LOCAL 49

Minnesota Builders Contract Wage Zones



WAGES EFFECTIVE MAY 4, 2020
ZONE 1 (See Wage District Map)

Group	Wages	2% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	EMPLOYER PAID MCIWA \$.01****	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$1.75+\$.25 Defined Contribution to be decided prior to October 1, 2019									
2										
3										
4										
5										
6										
7										
8										

WAGES EFFECTIVE MAY 4, 2020
ZONE 2 (See Wage District Map)

Group	Wages	2% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	EMPLOYER PAID MCIWA \$.01****	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$1.75+\$.25 Defined Contribution to be decided prior to October 1, 2019									
2										
3										
4										
5										
6										
7										
8										

WAGES EFFECTIVE MAY 3, 2021
ZONE 1 (See Wage District Map)

Group	Wages	2% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	EMPLOYER PAID MCIWA \$.01****	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$1.70+\$.25 Defined Contribution to be decided prior to October 1, 2020									
2										
3										
4										
5										
6										
7										
8										

WAGES EFFECTIVE MAY 3, 2021
ZONE 2 (See Wage District Map)

Group	Wages	2% of Gross Wages Excluding Fringes	H&W	HRA	Pension	Appren- ticeship Training	Total	FCF \$.02***	EMPLOYER PAID MCIWA \$.01****	“Voluntary” NOT Included In Total Pkg C.A.F. \$.04**
1	\$1.70+\$.25 Defined Contribution to be decided prior to October 1, 2020									
2										
3										
4										
5										
6										
7										
8										

Zone Schedule

Zone 1 is defined as all of eastern Minnesota from the West County Line of Koochiching County, south to the Koochiching, Itasca County Line, straight west to the West Beltrami County Line, south along the western borders of Hubbard, Wadena, Todd, Stearns, Kandiyohi, Renville, Brown, Watonwan and Martin Counties.

Zone 2 consists of the remainder of the State.

*ADMINISTRATIVE DUES

Section 1. During the term of this Agreement, in accordance with the terms of an individual and voluntary written authorization for check-off of administrative dues, the contractor shall deduct each week from the wages of all employees covered by this Agreement 2% of the gross wage as administrative dues excluding fringes.

Section 2. All money collected by the Employer as provided herein shall be remitted to Local 49's office not later than the fifteenth (15th) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted, once they have been remitted to Local 49's office. The Union shall be responsible for obtaining all individual signed authorizations.

Section 3. Local 49 PAC

The Employer will deduct five cents (5¢) for each hour that the employee receives wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. These authorized deductions for the Local 49 Political Action Committee (Local 49 PAC) are not conditions of Union membership or conditions of employment. Payments shall be made on separate check to Local 49 PAC, accompanied by monthly reports reflecting employee hours worked on forms so provided and submitted to Local 49 PAC at 2829 Anthony Lane South, Minneapolis, MN 55418 at the same time the Employer submits other benefits to the appropriate offices. The parties agree that this process follows the administration of existing fringe benefits without added costs, but if negligible costs exist they are negotiated into the economic package of this Agreement and the negotiated cooperation in the contribution decisions committee. There are no Employer contributions to the PAC.

Political contributions to eligible federal candidates will be decided upon by a four (4) person committee with all four (4) votes being counted for a decision. This committee will include two (2) persons from Local 49 and two (2) persons from the AGC (or its contractors). All decisions are final and based on a majority vote. In the event no one (1) candidate is selected the money would remain in the fund until such time there is a selection. This voluntary deduction program will expire as of April 30, 2019, unless both parties agree to its continuation.

All monies collected by the Employer as provided herein shall be remitted to Local 49's office not later than the fifteenth (15th) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted, once they have been remitted to Local 49's office. The Union shall be responsible for obtaining all individual signed authorizations.

**CONTRACT ADMINISTRATION FUND (C.A.F.)

Section 1. Effective May 1, 2013, and continuing thereafter during the term of this Agreement, contractors signatory to this agreement shall pay four cents (\$.04) per hour worked to a Contract Administration Fund. (Voluntary contribution made by contractors to the AGC)

Section 2. All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the twentieth (20th) day of the month following the month in which the work was performed.

Section 3. Contributions to this Contract Administration Fund shall be made on a voluntary basis.

Section 4. 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.

***FAIR CONTRACTING FOUNDATION (FCF)
LABOR – MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

Fair contracting language and fund with two cents (2¢) per hour (split equally between Employer and employee), with a three (3) year sunset clause. *April 30, 2022.

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.

****WORKFORCE DEVELOPMENT FUND – MCIWA
LABOR – MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

Effective May 1, 2019 the parties agree to participate in and fund the Minnesota Construction Industry Workforce Alliance (MCIWA) 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.

Each employer shall contribute one cent (\$0.01) per compensated labor hour to the MCIWA Trust Fund and this funding shall be through a one cent (\$0.01) contribution for each hour worked to be deducted from the total package. Each Employer shall forward payment monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed.

Schedule 3 - HOURS OF WORK AND HOLIDAYS

Section 1. On single shift jobs, eight (8) hours shall constitute a work day, 6:00 a.m. to 5:00 p.m., except upon mutual agreement between the Employer and the Union, starting time may be made earlier. On single shift jobs, all work in excess of eight (8) hours in any one (1) day, or all work in excess of forty (40) hours in any one (1) week, and all work on Saturdays will be paid at time and one-half (1½). All time worked on Sundays and the following holidays or days observed as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, except as hereinafter provided, shall be paid at the rate of two (2) times the hourly rate specified. When Monday or Friday is designated and celebrated as one of the above-listed legal holidays according to the regulations produced by the Federal Government, they shall be observed as such.

*The intent of the change in start time negotiated in the builder's agreement is to allow the contractors to adjust the starting time of a shift to meet the needs of the industry. It was not the intention nor is it allowed to change starting times on a daily basis. The 6:00 a.m. to 8:00 a.m. starting time allows a contractor to pick a shift between 6:00 a.m. and 8:00 a.m. as a starting time. There is a forty-eight (48) hour notice for a shift change.

Section 2. All work performed between midnight Saturday and midnight Sunday shall be classed as Sunday work and paid for at the rate of two (2) times the regular hourly rate, except a regular shift scheduled forty-eight (48) hours in advance which ends on Sunday or a holiday morning or begins at or after 6:00 p.m., on a Sunday or holiday evening, shall be paid at the straight time rate.

Section 3. Maintenance. When an engineer is required to do maintenance or repair work on equipment they shall receive the regular rate except that they may be employed on running repairs and maintenance on Saturdays, Sundays and holidays at one and one-half (1½) times the regular hourly rate. When a mechanic or mechanics are employed on a Saturday, Sunday or holiday on repair work, they shall receive two (2) times the rate of pay if there are any other operating engineers receiving two (2) times the rate of pay.

Section 4. When operating engineers are servicing trades whose overtime pay is time and one-half (1½) the operating engineers shall receive time and one-half (1½) Monday through Friday, except as provided in Section 7.

Section 5. When engineers are required to operate machines overtime, the engineer employed on the machine shall work the overtime hours.

Section 6. In order to work a second and third shift without overtime, it is only required that the engineer be employed on the first shift between the hours of 8:00 a.m. and 4:30 p.m., and it is not required that the second and/or third shift operate the same machine as is operated on the first shift. There shall be no pyramiding of overtime.

Section 7. If Operating Engineers are being paid overtime pay and servicing another trade that is being paid a greater overtime pay rate, then the Operating Engineer shall be paid the greater overtime pay rate.

Section 8. No more than five (5) hours may be worked without a lunch period.

Section 9. Snow Removal. To increase opportunities for work, operating engineers working on snow removal in the winter months will receive no overtime pay except after forty (40) hours in any week. Sundays and holidays shall be at time and one-half (1½) for all hours worked.

Section 10. The Employer may schedule four (4) 10-hour days, Monday through Thursday or Tuesday through Friday to constitute the forty (40) hour work week at straight time. In the event that any of the regularly scheduled days cannot be worked due to inclement weather, the fifth non-weekend day may be used as a make-up day if mutually agreed upon between the Employer and the employee. Call In Pay to reflect five (5) and ten (10) hour minimums when a 4-10's schedule is being used. Seven (7) day notice to start or conclude a 4-10's schedule must

be given to all employees affected for the project. Not to conflict with any other provision of this Agreement, or Federal or State wage laws.

Schedule 4 - SHIFTS

Section 1. Where not more than two (2) shifts are worked, the wages paid shall be based on hours worked, however, each shift shall constitute eight (8) hours worked, and eight (8) hours pay.

Section 2. Where two shifts are worked each shift shall consist of eight (8) hours work and all employees who work such shifts shall receive eight (8) hours pay. In addition, the second shift employees will receive fifty cents (50¢) per hour.

Section 3. 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 employees work station. On shift work this schedule shall apply. Such breaks are to be taken only at such time as crafts being serviced by Operator(s) take a break, and these breaks, if not taken, have no additional compensatory value. There shall be a minimum of one-half ($\frac{1}{2}$) hour break from work for lunch near the middle of each shift. Lunch breaks are not paid hours.

Section 4. (a) When three (3) shifts are worked, the first shift shall constitute eight (8) working hours.

(b) The second shift shall constitute the following seven and one-half ($7\frac{1}{2}$) working hours.

(c) The third shift shall constitute the succeeding seven (7) working hours. Each such full shift shall be compensated by eight (8) hours straight time pay.

Schedule 5 - CALL IN PAY

Section 1. When operators start work, either on the first or last half of a day or shift, and are afterward ordered to shut down, they shall receive full time pay for that part of the day or shift. For example; operator starts work at 8:00 a.m. and is ordered to shut down at 10:30 a.m., they shall receive four (4) hours' pay; the same rule applies to afternoon shift. If they work over four (4) hours and work any portion of the second half of a shift and is then ordered to shut down, they shall receive not less than eight (8) hours' pay. Call In Pay to reflect five (5) and ten (10) hour minimums when a 4-10's schedule is being used.

Section 2. Employees shall receive full time pay for all time spent in the service of the Employer. There shall be no split shifts. When employees are called to work, they shall receive

two (2) hours' pay if not put to work; if they are called to work and commence work, they shall be guaranteed a minimum of four (4) hours' pay; these provisions, however, 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.

Section 3. It shall be the responsibility of the Employer to give notice, in writing, of temperature shut down guidelines. (Example, "do not show up for work if the temperature is -10 on the thermometer or -30 wind chill at 5:30 a.m. on WCCO Radio.") If no shut down language is in place and operators are sent home because of cold weather, they shall receive two (2) hours pay at the regular hourly rate.

Schedule 6 - POWER SHOVELS, CRANES, AND DRAGLINES, ETC.

Section 1. In the counties of Anoka, Carver, Cook, Dakota, Hennepin, Lake, Ramsey, St. Louis, Scott and Washington, that part of Sherburne County south of the northern boundary of T. 34-N and east of the western boundary of R. 27-W and that part of Wright County east of and including Highway No. 25 and that part of Chisago County south of the northern boundary of T. 34-N and that part consisting substantially of the cities of Thomson, Cloquet, Scanlon and Carlton are defined as part of Zone 1. Crane Operator Apprentice/Oiler required in remainder of Zone 1 when mutually agreed to be a training opportunity and on all heavy industrial sites statewide. The Crane Operators Apprentice/Oiler shall be under the direct supervision of the Operator and shall assist the Operator on any work required on the jobsite.

(a) All cranes over 50 ton mfg. capacity must have a Crane Operator Apprentice/Oiler. All truck cranes including hydraulic truck cranes must have a Crane Operator Apprentice/Oiler. All dismantling and erection of cranes not requiring Crane Operator Apprentice/Oiler must be done by members of the Operating Engineers.

(b) Rough terrain or all-terrain hydraulic cranes up to 90 ton if moveable on site from operator's crane seat will not require a Crane Operator Apprentice/Oiler. All-terrain and rough terrain cranes over 90 tons must have a Crane Operator Apprentice/Oiler.

(c) All cranes 50 tons and over doing pile driving, sheeting work, caisson work, rotary drilling and boring must have a Crane Operator Apprentice/Oiler.

(d) No Crane Operator Apprentices/Oilers required on tower cranes.

(e) Power shovels or draglines over $\frac{3}{4}$ cu. yd. mfg. rated capacity must have a Crane Operator Apprentice/Oiler.

(f) Underground utility construction crews must have a Crane Operator Apprentice/Oiler on the power shovel, crane, dragline or backhoe. This does not apply to rubber-tired farm tractor type equipment with backhoe attachments.

Schedule 7 - HOIST MACHINERY INSTALLATION

Section 1. The Employer agrees to endeavor to use an operating engineer in connection with the installation of construction hoist machinery which is to be operated by an operating engineer, where such is possible without creating a jurisdictional dispute.

Section 2. This Agreement shall exclude the erection and rigging of hoist towers.

Schedule 8 - BOOM TRUCK OPERATION

Section 1. The operation of a dual purpose truck with boom derrick shall belong to the engineer when materials being handled are incorporated directly into and become an integral part of the structure. Transportation to and from the jobsite, or the loading, unloading or handling of material shall not be covered by this Agreement. At no time shall the operation of the defined equipment require the employment of more than one (1) employee.

Section 2. The transportation by means of its own power of equipment operated by employees covered by this Agreement shall be performed by employees covered by this Agreement.

Schedule 9 - REPAIR OF EQUIPMENT

Section 1. All repair work on the job on equipment under Operating Engineer jurisdiction shall be by operators at the regular scale of wages, but this shall not bar the employment of specialists when necessary. Said operators shall possess the necessary hand tools.

Schedule 10 - BOILER OPERATORS

Section 1. When boilers require licensed operators, they shall be operated by engineers.

Schedule 11 -HOISTING EQUIPMENT-COMPRESSOR-OPERATIONS

Section 1. When skip hoisting engineers are already on the job and an air compressor is subsequently placed in operation, they may also be in charge of the air compressor if located within sight of the skip hoist engineers.

Schedule 12 – DEWATERING SYSTEMS

Section 1. In accordance with past practices, well point installation and dismantling shall be done by engineers, assisted by laborers. On day shift, one (1) person in charge, (not to be construed as requiring an extra person).

Section 2. If the well point or deep well system is to be manned on the 2nd and 3rd shifts, it will be an operating engineer. Whether the dewatering system is manned on the 2nd and 3rd shift is at the discretion of the Employer.

Schedule 13 - FRONT END LOADER AND FORK LIFT

Section 1. Front end loader operators and forklift operators shall not be restricted in their duties. All forklifts shall be provided with curtains and overhead protection from weather elements.

Schedule 14 - SPECIAL PROVISIONS EFFECTIVE ON TEMPORARY HEAT OPERATIONS

Section 1. On temporary heat operations involving the use of motor driven heating equipment, that are not equipped with automatic controls and where the size and conditions of the job and type of unit requires full time employee(s) to service the heating units, the following conditions of employment shall govern:

- (a) When an operator is already on the job and heating units can be serviced without unduly interfering with their work, such operator shall also service the heaters.
- (b) No overtime shall be paid on shifts not in excess of eight (8) hours worked between midnight Sunday and midnight Friday.
- (c) All hours worked in excess of eight (8) hours in any one (1) day between midnight Sunday and midnight Friday shall be paid at the rate of time and one-half (1½).

Schedule 15 - AIR COMPRESSORS, PUMPS, CONVEYORS, WELDING MACHINES AND ELEVATORS

Section 1. (a) Compressors up to 600 CFM will require no operator, compressors 600 CFM and over shall require an operator. A Crane Operator Apprentice/Oiler on the project may be required to service and operate compressors, in lieu of an operator, at the Group 7 rate, if the compressors are in the vicinity of the Crane Operator Apprentice/ Oiler is servicing.

(b) Three (3) or more gas operated welding machines shall be in use before an operator is required.

(c) Any combination of four (4) or more of the above machines will require an operator at the appropriate rate.

(d) A Crane Operator Apprentice/Oiler on the project may be required to service a combination of three (3) of the above machines, so long as they do not violate (a) above.

Section 2. When an elevator is manned it will be manned by an operating engineer.

Section 3. No pump shall be operated by any worker other than an engineer, except that (a) automatic electric pumps that do not require constant service shall require no operator and (b) One (1) pump up to and including two inches used less than four (4) hours shall require no operator.

Schedule 16- DEFINITION OF WORK

This Agreement covers Building Construction work, which is defined as construction work not covered by the AGC-Local 49 Highway Heavy Agreement. It is understood that, in the event that the scope of work in the Highway Heavy Agreement is modified, this section will continue to be interpreted under the terms that were in place on May 1st, 2016. It is further understood that certain work performed on a building site is performed under the Highway Heavy Agreement.

Schedule 17 – APPRENTICESHIP AND TRAINING TRUST

Section 1. The Employer and the Union agree that a committee comprised of three (3) representatives from each group shall establish an apprentice training program and retraining program to function under the National Joint Apprenticeship and Training Committee for operating engineers. Said committee has adopted a Trust Agreement, rules and regulations, and shall determine eligibility and supervise the local administration of said program.

Section 2. The Employer shall pay monthly into the Operating Engineers Local 49 Apprentice Training and Retraining Fund an amount specified per hour for each hour paid for or worked in the preceding month by all employees covered by this Agreement. Said payments shall be made on the dates, in the manner, and form, and in accordance with the rules and regulations as adopted by the Trustees. Negligence of the Employer in complying with this Article shall be deemed a direct violation of this Agreement.

Schedule 18 - DRUG/ALCOHOL ABUSE PROGRAM

Employers may require drug and alcohol testing of employees and applicants for employment, including pre-placement, reasonable suspicion, post-incident and random safety-sensitive testing pursuant to MN Stat. 181.950.

Individuals taking drug/alcohol tests on a pre-hire basis who travel in advance to take the tests on the day before starting work shall be entitled to one (1) hour compensation if they test negative.

Schedule 19 - NATIONAL HEALTH INSURANCE PROGRAM

Section 1. 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 2, shall be applied to any cost incurred by the Employer and/or the employees covered hereunder in connection with such National Health Plan.

Section 2. 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.

Schedule 20 – UNION COMPENSATION WORKERS’ COMPENSATION PROGRAM

It is agreed to establish a jointly managed alternate Workers’ Compensation program which allows for optional participation by signatory contractors and the International Union of Operating Engineers, Local No. 49.

It is the purpose of this alternate Workers’ Compensation to provide a system to ensure the timely and fair payment of Workers’ Compensation benefits required by Minnesota law or the law of any other jurisdiction to participants who have suffered work related illnesses or injuries while performing work under this Collective Bargaining Agreement.

The operation of the alternate Workers’ Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the *Union Construction Crafts Workers’ Compensation Fund* (the Fund). This Fund will be administered by an equal number of Employer Trustees and Union Trustees and will be funded from contributions from participating Employers on behalf of employees covered by this Collective Bargaining Agreement.

The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and rules and regulations established by the trustees. The parties hereby designate as their representatives 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 Trust Agreement.

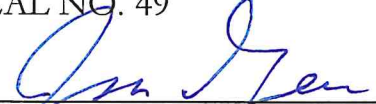
The parties hereby agree to be bound by the delinquency collection procedures established by the trustees of the Fund. The amount of contributions to this Fund shall be established by the trustees and may be changed from time to time.

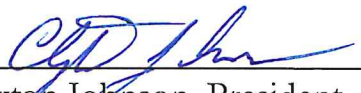
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed this 1st day of May 2019.

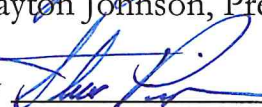
ASSOCIATED GENERAL CONTRACTORS
OF MINNESOTA

By 
Mike Schechter, Director of Labor Relations

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 49

By 
Jason A. George, Business Manager

By 
Clayton Johnson, President

By 
Steve Piper
Recording-Corresponding Secretary

JAG/ss
opeiu #12