

DULUTH AREA HIGHWAY/HEAVY AGREEMENT

BETWEEN

THE INDEPENDENT CEMENT MASONS CONTRACTORS
HIGHWAY, RAILROAD AND HEAVY CONSTRUCTION

AND

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

AND

CEMENT MASONS, PLASTERERS, AND SHOPHANDS LOCAL
NO. 633

Of Minnesota, North Dakota, and NW Wisconsin

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

(MAY 1, 2013 through APRIL 30, 2018)

AGREEMENT

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

ARTICLE 1 - CONSIDERATIONS FOR AGREEMENT

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

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

ARTICLE 2 - UNION RECOGNITION

The Employers hereby recognize 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 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 the areas defined as follows: All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of T.24N, and that part of St. Louis County south of T.55N, as well as the following counties in Wisconsin: Ashland, Douglas, Bayfield, Burnett, Iron, Washburn, Sawyer and Price.

ARTICLE 4 - UNION SECURITY

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 eight (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, political or religious beliefs.

D. The Union agrees that all applicants for employment referred to an Employer shall be experienced in the classification requested.

E. When an Employer requests Employees from the Union they shall attempt to make such request twenty-four (24) hours in advance of the time Employees are to report for work.

F. The Contractor shall strive to utilize on all job sites in this jurisdiction at least fifty percent (50%) of the cement masons employed who are members of the area (when available). This 50% requirement will not apply to a Contractor's journeymen employees who have been employed by the Contractor for at least one year.

G. Both parties agree to participate in the LUC drug/alcohol program on a non-mandatory basis.

ARTICLE 6 - INSURANCE AND TAXES

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

B. The Employer further agrees to pay the State Workers' Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due under State and Federal laws.

ARTICLE 7 - CONFLICTING AGREEMENTS

The 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 provision of this Agreement.

If the Unions enter into any Agreements with any individual Employer or group of Employers competing in the same type of work which provides for less favorable wages, hours or conditions than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purposes of negotiating less favorable wages, hours or conditions.

ARTICLE 8 - VIOLATIONS OF AGREEMENT

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

ARTICLE 9 - DISCHARGE

Management 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.

ARTICLE 10 - SETTLEMENT 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. 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.

ARTICLE 11 - MANAGEMENT

Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with Employees; to reduce or increase the number of Employees needed on each project, crew, activity or piece of equipment. Management shall have the right to determine employment qualifications of Employees and may discharge any Employee whose work, in Management's discretion is unsatisfactory or who fails to observe reasonable rules, regulations or safety precautions prescribed by the Employer or any governmental agency.

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

ARTICLE 12 - SAFETY

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

B. To this end the Employer shall from time to time issue rules or notices to its Employees regarding on the job safety requirements. Any Employee violating such rules or notices may be subject to disciplinary action, including termination of employment. No Employee may be discharged for refusing to work under unsafe conditions

ARTICLE 13 - PICKETS, BANNERS AND STRIKES

The Employer shall not require an Employee to go through a primary picket line or banner to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee decides not to cross a primary picket line or banner. This clause shall not apply to secondary picket lines or banners and it shall not apply to jurisdictional picket lines or banners.

The Employer members signatory to this Agreement will not sue the Local Unions 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.

ARTICLE 14 - STRIKES, LOCKOUTS, WORK INTERFERENCE

The Unions and the Employers agree that there shall be no strike, or other concerted interference with the Employer's business by any of said Unions and/or members thereof, and there shall be no lockout during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy that may arise.

Spread-work tactics, slow-downs, stand-by crews, forcing of overtime has been and is condemned by both parties, and Employees engaging in same shall be liable for disciplinary action.

ARTICLE 15 - SUBCONTRACTORS

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

The subcontractor agrees to comply with the provisions relating to wages, health and welfare, pension, savings and premium pay of the collective bargaining agreement in the construction industry entered into between the Independent Contractors of Highway, Railroad and Heavy Construction and the Unions 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 the classification of work in which the Subcontractor has Employees working; 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.

As to the compliance of the Subcontractor, the parties hereto agree to negotiate this matter further and incorporate the final results in this clause.

ARTICLE 16 - UNION REPRESENTATIVES

Only authorized Union Representatives shall have the right to confer with Employees on the job. Each and every Union Representative shall first contact the job superintendent or foreman, or whoever is in charge of the project before conferring with any Employee. At no time shall such Union Representative hinder or interfere with the progress of the work.

It is mutually agreed that the Local Unions will notify the Employer's Association in writing, listing the Union's authorized Representatives who will deal with the various Employers, make commitments for the Local Unions generally, and, in particular, those individuals having the sole authority to act for the Local Unions in calling or instituting strikes or any stoppage of work. The Unions may, from time to time, amend its listing of authorized Representatives by certified mail.

Unless and until this notification has been complied with, any strike is illegal. It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

ARTICLE 17 - ROTATION OF EMPLOYEES

The Union may not require rotation of Employees during the life of this Agreement, other than Apprentices shifted for the purpose of training.

ARTICLE 18 - PAYROLL RECORDS

In case of a dispute arising over hours and wages, the union shall have the right to examine the payroll records of the individual Employees covered by this Agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

ARTICLE 19 - APPLICATION OF WAGE RATES

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

ARTICLE 20 - PAYDAY AND WAGE PAYMENT

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

ARTICLE 21 - FRINGE BENEFITS

The Employer agrees to contribute every month, no later than the 15th of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Savings, Apprenticeship or Training, and Promotion funds as they may be established, an amount for each hour worked by all Employees covered by this Agreement. The fund's Trustees shall equally represent the Union and the Employer. The terms of the trust agreements establishing those funds are hereby incorporated as a part hereof.

1. Contributions are to be paid on one check with all other fringes to an administrative agency as designated by the trustees.

2. Reporting forms and instructions are to be standardized with other basic trades.

3. Contributions are to be paid on an hourly basis on all hours worked and not to be pyramided. Example: If hourly wage is \$3.00 plus 10 cents fringe, time and one-half overtime rate equals \$4.50 plus 10 cents fringe. On shift work, contributions are to be paid on the same proportionate hourly basis as hours worked to hours paid.

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

5. There shall be no requirement that Employees sent to work outside the geographical scope of this Agreement be paid fringe benefits, nor shall the Employer be required to duplicate fringe benefit contributions.

6. Delinquencies:

a) An Employer will be considered "delinquent" for a particular work month if its required report and payment for that month are not postmarked on or before the 15th day of the following month (the "due date") irrespective of whether such delinquency is willful or otherwise.

b) If an Employer becomes delinquent for a particular work month (as proved 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 report and the full payment due for such work month (including liquidated damages) are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date, such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or surety bond in form satisfactory to the Trustees and in the face amount of \$7,500, which shall cover all 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 12 consecutive calendar months during which no further delinquency has occurred on the part of such Employer. The Union shall refuse to supply men 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 Unions for picketing and banner expenses actually incurred by the Union in collecting amounts due the

Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds.

f) Each Employer who is required to make payments to the Trust Fund shall promptly furnish to the trustees or their authorized agents, on demand, all necessary employment and payroll records relating to its Employees covered by this Agreement, including any other relevant information that may be required in connection with the administration of the Trust Funds. By mutual agreement the Trustees, or their authorized agents may examine such employment, or payroll records whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds.

If any Employer fails or refuses to furnish its payroll records to the Trustees, or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees may enforce such rights by legal action, in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction by the Trustees. The Unions shall also have the right to take economic action to enforce such rights on behalf of the Unions and the Trustees, and the Trust Funds shall reimburse the Unions for picketing and banner expenses actually incurred in enforcing such rights.

g) Notwithstanding the provisions of Article 10 Settlement of Disputes, the failure, refusal or neglect of an Employer to report and 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 Unions, regardless of whether or not such Employees are members of the Union.

7. Any and all fringe contributions rates shall be open for adjustment upon thirty (30) days written notice to the Employers. Such adjustment shall operate to adjust wages in a like amount.

ARTICLE 22 - SAVING CLAUSE

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

Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict to be superseded or annulled, but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 23 - ENTIRE UNDERSTANDING

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

ARTICLE 24 - DURATION

A. All terms of this Agreement shall remain in effect from May 1, 2013 through April 30, 2018.

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

ARTICLE 25 - LETTER OF UNDERSTANDING

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

SCHEDULES

SCHEDULE 1 - LIST OF CONTRACTORS

SCHEDULE 2 - HOURS OF WORK

Where a single shift is worked, eight hours of continuous employment, except for lunch period, shall constitute a day's work. Forty (40) hours shall constitute a week's work, beginning Monday through Friday of each week. Overtime shall be paid at 1 1/2 times the regular rate after 8 hours per day, 40 hours per week, Monday through Friday regardless of number of jobs worked on. For the work weeks which include Memorial Day, Fourth of July, and Labor Day, where there are available only four working days, the contractor may work four 10 hour days at straight time, with overtime at 1 1/2 times the basic wage for all hours worked over 10 per day and 40 per week. This is not to conflict with Federal and State Davis Bacon. Saturday will be paid at 1 1/2 times the base rate, Sundays and Holidays continue at double the rate.

When State and Federal laws permit Saturday work at straight time (i.e. allows Saturday work to constitute a make-up day to arrive at 40 hours), it shall be applicable to this contract. Where work is required on running repairs or maintenance of equipment on Sunday or on the named holidays, such work shall be paid for at 1 1/2 times the basic rate of wages.

If a Cement Mason works on Saturday with a crew, anyone of whom is receiving double time pay, all Cement Masons on that crew shall be paid at the rate of two times the basic rate.

It shall be understood that there shall be no pyramiding of overtime and Employees shall not be paid both daily and weekly overtime.

SCHEDULE 3 WAGES

EFFECTIVE:

DATE	BASIC WAGE	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL*	IPF**
5/1/2013	33.28	6.53	1.75	8.17	(5.38)	.35	50.08	.04
5/1/2014							50.58	.04
5/1/2015							51.08	.04
5/1/2016							51.58	.04
5/1/2017							52.08	.04

*Total compensation for wages to increase \$.50 on May 1, 2014; \$.50 on May 1, 2015; \$.50 on May 1, 2016; and \$.50 on May 1, 2017. These increases may be allocated to any already established fringe benefit funds.

Foreman wage rate is \$1.50 per hour above basic wage.

THE BASE WAGE BEFORE THE DEDUCTION OF SAVINGS IS THE STRAIGHT TIME WAGE USED IN DETERMINING OVERTIME RATE OF PAY.

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

Each Employer shall deduct the sum of Savings per hour for each hour worked by employees covered by this Labor Agreement for a SAVINGS fund established by the Union. The savings is taxable and shall be sent to Minnesota Cement Masons Fringe Benefit Fund, Zenith Administrators, PO Box 295, Minneapolis, MN 55440.

Above fringes for HEALTH & WELFARE, HRA, PENSION, TRAINING, and IPF are to be sent into the Minnesota Cement Masons Fringe Benefit Funds, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440, per Article 21 of this Agreement.

In the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health & Welfare Plan, as described in Article 21, shall be applied to any cost incurred by the Employer and/or the employees covered hereunder in connection with such National Health Plan. If the current Employer contribution is in excess of the cost of such National Health Plan, then at the discretion of the employees, the difference shall become a contribution to either a supplemental health plan or one of the existing Pension Plans.

Premiums: Cement Masons shall receive \$.25 per hour premium for work performed on a Boatswain's chair or on a swing stage scaffold* for four or more hours in any one day and for work in tunnels underground. *A swing stage scaffold is defined as a two-fall ladder type scaffold or any suspended scaffold of similar platform construction. All scaffold platforms shall be at least the equivalent of two boards wide and the scaffold shall have a hand rail.

All Cement Masons Apprentices shall be governed by the existing provisions of the Minnesota Cement Masons & Plasterers Joint Apprenticeship Committee Standards.

NOTE 1: When, as and if the Employer is required or the Union desires to make changes or additional contributions into Health & Welfare, Savings, Training, or Pension Funds, the contributions may be made by altering the base wage only.

NOTE 2: There shall be no pyramiding of premium payments, that is, the Employee shall be entitled to only one premium regardless of the combination of materials and equipment involved.

NOTE 3: An Employee performing a type of work requiring a premium payment for any part of an hour shall receive the premium payment for the full hour.

NOTE 4: Where five (5) or more journeymen cement masons are employed on a crew, and additional masons are needed, the firm shall employ one apprentice company wide if available through the local Union. Apprentices and Trainees shall be paid 70% of the Journeyman's rate plus full benefits with 5% raises every 1000 hours worked thereafter, until they reach the Journeyman rate.

Low Pre-D/No Pre-D

In the event that a signatory Union contractor wishes to target a specific job in Aitkin or Southern Pine County, Local #633 may at its discretion lower its basic wage rate for all signatory union contractors to allow them an opportunity to keep the job from being secured by a non-union contractor.

SCHEDULE 4 - SUNDAYS AND HOLIDAYS

Work performed on the following holidays shall be paid for at the rate of two (2) times the basic rate of wages: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When Monday is designated and celebrated as one of the above listed legal holidays according to regulations of the Federal government, they shall be observed on Monday. When Friday is designated and celebrated as one of the above listed legal holidays according to regulations of the Federal Government, they shall be observed on Friday.

SCHEDULE 5 - FOREMAN

When there are three (3) cement masons or more employed, there shall be a working Foreman. All Foremen shall see that the employees working under them start and quit at the proper time, and that all material is in proper condition for working. All Foremen shall be held responsible for the class of work done under them. All Foremen shall be qualified Journeymen Cement Masons.

SCHEDULE 6 - SHIFTS AND CALL IN PAY

Employees shall receive full time pay for all the time spent in the service of Employers. There shall be no split shifts. When an Employee is called to work, he/she shall receive two hours pay if not put to work.

If an employee is called to work, and commences work, he/she shall be guaranteed four (4) hours of pay. If employees work more than four (4) hours, they shall be guaranteed a minimum of eight (8) hours of pay.

These provisions, however, are not to be effective when work is unable to proceed because (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; and/or (3) Acts of God including weather conditions will not permit work.

On slip form 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

SCHEDULE 7 - ADMIXTURES

The Employer agrees that no admixture shall be added to concrete without the knowledge of the Cement Masons on the job. The Employer further agrees that from May 1 to September 1, calcium chloride shall be restricted to use only when necessary. The cement masons shall be involved with the request/ordering of any admixtures, including calcium chloride, and make his/her crew aware of the additive.

SCHEDULE 8 - UNFINISHED WORK

When Employees are sent home and work is left unfinished, that work shall not be worked on until the next regular starting time unless such work was left unfinished because of snow or rain or other Acts of God.

SCHEDULE 9 - 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.

The cement masons shall have jurisdiction over, but shall not be limited to:

All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations of all power driven floats and troweling machines shall be that of the cement mason. Cement masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering. Cement masons shall perform the finishing of all concrete surfaces and the washing of all concrete construction, using any color pigment when mixed with cement, in any other form - mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with cement masons' trade. The rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material 6" base or less shall be the work of cement masons, all preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, grouting dowels, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting of all strips, screed, stakes and grades and curb forms. All glass set in cement. The pointing and

patching and caulking around all steel or metal window frames that touch concrete. The laying and finishing of Gypsum Material Roof. All dry packing, grouting on all jobsites and all finishing in connection with setting of all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundations. The sawing of all interior expansion joints shall be the work of cement masons.

All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, pressure grouting of joints and prestressed cables, pointing and patching of same. The finishing of all concrete surfaces by sandblasting, the washout method, bush-hammering or any other method and the sealing of these same surfaces shall be the work of the cement masons.

The curing of finished concrete, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the cement mason.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the cement mason: including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; bonding; the preparation and installation of ground or base courses, steps and cove base. The purpose and intent of the six inch base law must not be defeated. All magnesite composition installation work of the OP&CMIA shall be done under the supervision of a competent and qualified cement mason.

Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to. The use of all epoxy products shall be the work of the cement masons.

The regulation of the size of the hand-finishing trowel shall be a matter of local autonomy.

B. Troweling and Floating Machines: Wherever in the Local's jurisdiction a floating or troweling machine is operated on any floor, sidewalk, loading dock or any other flat surface where cement, concrete, or other plastic material is being placed and finished, a cement mason or cement masons must hand float or hand trowel, before and after each and every operation of such machine or machines, including the final operation of said machine.

Sufficient masons will be required to precede the operation of said machine or machines in order that the proper slab shall be made and the operator of such machine shall be a cement mason.

Whenever a paving machine, concrete spreading machine, mechanical strait edge, multiple troweling machine, or similar type machine or new equipment is to be used on any type of work coming under the jurisdiction of the cement masons' local union, a pre-job conference will be held between the employer or its representative, and the business representative or representatives of the union on each specific job, for the purpose of determining the complement of cement masons needed to complete all of the work under the jurisdiction of the cement masons' local union.

All such machines shall be operated under the supervision of a cement mason.

SCHEDULE 10 - FURNISHING MATERIALS AND GEAR

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

SCHEDULE 11 - INTERNATIONAL UNION

It is stipulated and agreed to by and between the parties to this Agreement that the act of the International Association in approving this contract as to form and substance, the International Association, its officers and agents, shall not in any manner thereby become a party to this Agreement nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further stipulated and agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certified that the said contract is not in violation of the International Constitution and By-Laws and is approved as to form and substance for that purpose only and no other.

SCHEDULE 12 - JOINT VENTURE

On a project where a Contractor who is signator to this Agreement forms a Joint Venture with another contractor who is signator to this Agreement, it is agreed that the resulting Joint Venture shall be bound by this Agreement.

On a project where a signator to this Agreement forms a Joint Venture with a signator to the AGC Builders Agreement with Cement Masons Local No. 633, the resulting Joint Venture shall be bound by this Agreement on Highway-Heavy work performed thereunder and by the Builders Agreement on building work performed thereunder. This schedule shall be effective only on projects located within the geographical area described in the respective Agreements.

SCHEDULE 13 - 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 Union agrees to notify the Contractor of its selection. The Steward shall be last person on the job with the exception of his/her foreman. 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 14 - FRINGE BENEFIT PAYMENTS IN OTHER AREAS

When Employees who reside in and regularly work in the geographical area covered by the terms of this Agreement are specifically ordered to go to a project located outside the geographical area covered by this Agreement, Employers shall make on their behalf fringe benefit payments provided for herein.

SCHEDULE 15 - SAVINGS PLAN AND VACATION

A. Savings Plan: Each Employer agrees to deduct from the Employee's net pay and contribute into the Savings Plan the amount specified in Schedule 3. 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 21.

B. The Employee shall have the right to two weeks vacation without pay, unless a longer period is agreed to by the Employer and the Employee, providing written notification is submitted to the Employer at least one week prior to the beginning of the vacation period.

No more that 10% of the number of each Employer's employees may take vacation time off at any one time unless mutually agreed upon by the Employer and Employee. The Employee shall be guaranteed employment on return from vacation, providing the job has not been completed and temporary replacements may be laid off.

Employees taking such time off for vacation shall not be considered a voluntary quit.

SCHEDULE 16 - STACKS, CHIMNEYS AND SILOS

Work performed on stacks, chimneys and silos shall receive a premium of two dollars (\$2.00) per hour over the base rate, for all time worked, which shall commence at the finish grade level and shall cease when the structure is completed.

Premium pay will apply only to hours worked and will apply to field construction by jump and slip method of hollow concrete columns, such as chimneys, silos and bins exclusive of multiple-celled silos as used in cement and grain storage. The provisions of this Agreement shall include the construction and repair of chimneys and chimney liners of any material normally installed by the signatory craft.

SCHEDULE 17 - RECOGNITION OF CEMENT MASONS

Operative Plasterers and Cement Masons International Association of the United States Local Union 633 Collective Bargaining Unit, are recognized pending NLRB certification as per Article 2 (Union Recognition) covering all Employees of the Employers named in Schedule 1, employed in the territorial area designated in Article 3 (Scope of Agreement) in the job classification listed in Schedule 3 (Wages).

SCHEDULE 18 - DEFINITION OF WORK

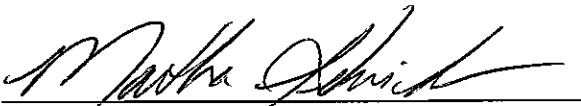
Heavy construction and railroad contracting work is defined as construction substantially in its entirety any fixed structure including any structure or operation which is an incidental part of a contract thereof, including without limitation (not including Building Construction excepting excavation for basements and grading on site), railroads and street railway construction projects, sewers, underground utilities (not including Building Construction except to work below grade and including grading on site), watermains, grade separations, pile driving, piers, abutments, viaducts, shafts, tunnels, subway, track elevation, elevated highway, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, duct lines, pipelines, lock, dams, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, airports (excluding general building construction), excavation and disposal of earth and rock, including the assembly operations, maintenance and repair of all equipment, vehicles and facilities used in connection with and serving the aforementioned work and services.

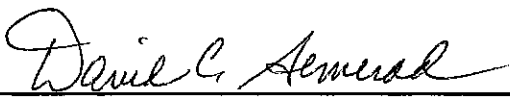
Highway construction work is defined as all work ordinarily included in highway construction contracts: bridges, sewers and street and highway grading, street and highway paving, curb setting, sidewalks, when let in connection with highway work.

DULUTH AREA AGREEMENT
BETWEEN
INDEPENDENT CONTRACTORS
HIGHWAY, RAILROAD AND HEAVY CONSTRUCTION
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, 2018)

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.

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


MARTHA HENRICKSON


DAVID SEMERAD

CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633


GREGORY R. MASSEY

Signed this 30 day of APRIL, 2013.