ROCHESTER AREA BUILDERS AGREEMENT

BETWEEN

INDEPENDENT CEMENT MASON CONTRACTORS OF MINNESOTA

AND

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

AND

CEMENT MASONS, PLASTERERS, AND SHOPHANDS LOCAL NO. 633
of Minnesota, North Dakota, and NW Wisconsin

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

(EXPIRES APRIL 30, 2019)

AGREEMENT

This Agreement, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, hereof, establish rates of pay, wages, hours of employment, fringe benefits and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction jobs in the State of Minnesota.

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

ARTICLE 1 - CONSIDERATIONS FOR AGREEMENT

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

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

ARTICLE 2 - DESIGNATION OF PARTIES

A. The Associated General Contractors of Minnesota (hereinafter called AGC), are parties to this Agreement in a representative capacity and as agent only, acting on behalf of certain of its members who execute the appropriate form indicating their intention to be bound by this Agreement. 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 the purposes of this Agreement, including its right, in such capacity, to represent such Employer parties before the NLRB or otherwise pursuant to and/or in aid, support, or enforcement of the terms and provisions of this Agreement. 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 the AGC or otherwise pursuant to, and or, in aid, support, or enforcement of the terms and conditions of this Agreement.

B. The AGC members (or other Employers with the consent of the other parties hereto) who may execute counterparts hereof (hereinafter called Employers) are parties hereto as principals, but their status as parties is several and not joint.

C. The Labor organizations on their own behalf and on behalf of the Employees whom they represent and on whose behalf they are recognized or to be recognized hereunder are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the Employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided.

ARTICLE 3 - UNION RECOGNITION

The Employers hereby recognize the Union to which the Contractor has agreed to be bound, as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement, in respect to rates of pay, hours of employment and fringe benefits, where applicable, and other conditions of employment. The Union is hereby recognized hereunder by the Employers as the sole and exclusive bargaining representative of the Employees represented by the Union. The Union represents that it is qualified for such recognition.

ARTICLE 4 - SCOPE OF AGREEMENT

The jurisdiction of Local 633 for the Rochester Area includes the Counties of Blue Earth, Dodge, Fillmore, Houston, LeSueur, Nicollet, Olmstead, Steele, Waseca, and Winona.

ARTICLE 5 - UNION SECURITY

The Union 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

The Employer will be required to dismiss Employees who refuse to comply with this Union Shop provision after written notification by a bonafide representative of the Union to a responsible representative of the Employer.

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

ARTICLE 6 - HIRING

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

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

C. There shall be no discrimination against any prospective or employed Employee, by the Employer or the Union, because of affiliation or non-affiliation with the Union, race, color, sex, age, political or religious beliefs.

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

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

F. Employers may require drug and alcohol testing of employees and applicants for employment including random testing if the employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statues.

ARTICLE 7 - INSURANCE AND TAXES

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

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

ARTICLE 8 - CONFLICTING AGREEMENTS

The Employer agrees not to enter into any Labor agreement covering construction jobs, exclusive of maintenance and repair shops and manufacturing processes, with their Employees on whose behalf any of the Unions have been granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

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

ARTICLE 9 - VIOLATIONS OF AGREEMENT

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

ARTICLE 10 - DISCHARGE

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

ARTICLE 11 - SETTLING OF DISPUTES

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

B. If a satisfactory settlement cannot be reached within five (5) working days the matter may be brought to the AGC-Basic Trades Disputes Board, if both parties agree in writing. In such case the grieving party shall submit a written statement of the claim and facts of the matter to the other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee.)

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

Decision of the Disputes Board will be drafted at the conclusion of the meeting, signed by members of the Board, and distributed to both parties at that time.

C. The Disputes Board is to be made up of equal numbers of Management and Labor representatives, who will meet regularly to settle any disputes, (other than jurisdictional disputes) to avoid work stoppages, or other problems affecting productivity. This Board shall have no power to add to, delete, or modify, any of the terms or provisions of this Agreement. All decisions of the disputes Board shall be final and binding on the parties.

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

D. Should the disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the Joint Disputes

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

The Union shall appoint an Arbitrator and the Employer shall appoint an Arbitrator within ten (10) working days and the two Arbitrators thus selected shall appoint a Neutral Chairman. In the event of the failure of the Arbitrators selected by the parties to agree on the Neutral Chairman within ten (10) working days after the dispute is referred to arbitration, they shall ask the Federal Mediation and Conciliation Service for a list of five (5) names from which the aggrieved party shall strike the first two (2) names and the other party shall then strike two (2) names, and the final name shall be selected as the Neutral Chairman. The Neutral Chairman thus selected shall set the time and place of hearings, which shall begin no later than ten (10) working days after his selection, with the final decision to be handed down in not more than ten (10) working days after the last hearing is held. The time may be extended by mutual agreement between the parties.

The decision of the Arbitrators shall be final and binding on signatories to this Agreement who are parties to the dispute; provided, however, that the Arbitrators shall have no power to add to, delete, or modify any provisions of this Agreement.

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

All work and other conditions prevailing immediately prior to the raising of the question to be decided under this Article shall remain unchanged until final decision has been reached hereunder.

ARTICLE 12 - MANAGEMENT

Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with Employees; to reduce or increase the number of Employees needed on each project, crew, activity or piece of equipment.

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

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

ARTICLE 13 - SAFETY

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

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

ARTICLE 14 - PICKETS, BANNERS AND STRIKES

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

ARTICLE 15- STRIKES, LOCKOUTS, WORK INTERFERENCE

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

ARTICLE 16- SUBCONTRACTORS

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

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

The Agreement of the Subcontractor to so comply shall apply:

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

2. Only to work performed on the project.

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

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

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

ARTICLE 17 - UNION REPRESENTATIVES

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

It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

ARTICLE 18 - ROTATION OF EMPLOYEES

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

ARTICLE 19 - 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 20 - APPLICATION OF WAGE RATES

The determining factor in applying different wage rates shall be the geographic location in which the work is being performed and not the home address of the Employee or Employer. Pay rates for other crafts with respect to areas are irrelevant.

ARTICLE 21 - PAYDAY AND WAGE PAYMENT

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

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

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

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

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

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

G. Job Preservation: The contractors and union agree that on certain projects where wage reductions are necessary to enable the contractor and union to obtain work, such reductions are available upon mutual agreement between labor and management. Such reductions shall be made available to all signatory contractors bidding or negotiating the project. It is the union's responsibility to determine whether wage reductions are in effect.

ARTICLE 22 - FRINGE BENEFITS

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

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

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

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

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

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

6. Delinquencies:

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

b) If an Employer becomes delinquent for a particular work month (as provided in (a) above), they shall also be required to pay, as liquidated damages and not as a penalty, an amount equal to 10% of the payment otherwise due for such work month, it being understood and acknowledged by the parties that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable.

c) If an Employer becomes delinquent for a particular month (as provided in (a) above) as to any or all of the Trust Funds, and if the reports and the full payment due for such work month (including liquidated damages) are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date, such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or surety bond in form satisfactory to the Trustees and in the face amount of not less than $25,000, but in such an amount as shall reasonably be required by the Trustees, which shall cover all of the Trust Funds and assure payment of all sums called for by this Agreement in the event of the Employer's subsequent delinquency as to any or all of the Trust Funds, and which shall be kept in force and maintained in the full face amount for a period of not less than 12 consecutive calendar months during which no further delinquency has occurred on the part of such Employer. The Union may refuse to supply workers and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain such bond.

d) Illustration of clauses (a), (b) and (c) above: If an Employer's report and payment for the January work month have not been postmarked before February 15, such Contractor becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 15, the Employer must then post a bond, as provided above, in addition to reporting and paying the full amount due.

e) The Delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust funds in collecting

the amount due. Trustees at their discretion may reimburse (from the fund) the Union for picketing and bannering expenses actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds.

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

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

g) Notwithstanding the provisions of Article 11, Settlement of Disputes, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

h) The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to Employees employed in job classifications within the jurisdiction of the Union, regardless of whether or not such Employees are members of the Union, and are due and payable for all work performed in covered employment.

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

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

ARTICLE 22 B - WORKERS COMPENSATION PROGRAM

AGC of Minnesota and Cement Masons Local 633 hereby agree to enter into an Agreement and Declaration of Trust for the establishment of the AGC of Minnesota-Basic Construction Crafts Workers Compensation Fund (hereinafter "the Fund") to provide workers compensation benefits to eligible employees under this Collective Bargaining Agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees and will be funded from contributions from employers on behalf of employees covered by this Collective Bargaining Agreement.
The operation of the workers Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the trustees, and the parties hereby designated

as their representative on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust. The parties hereto agree to be bound by the delinquency collection procedures established by the trustees of the Fund, as may be revised from time to time.

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

ARTICLE 23 - SOUTHEASTERN MINNESOTA CONSTRUCTION PARTNERSHIP

The parties to this agreement agree to participate in the Southeastern Minnesota Construction Partnership (SMCP) (a Labor-Management Cooperative Committee), or its successor joint labor-management committee, which is established to provide for cooperative efforts between the parties for the benefit of the unionized construction industry.

The Southeastern Minnesota Construction Partnership shall function in accordance with and as provided in the Articles of Incorporation and Bylaws and any amendments thereto, as well as applicable federal and state laws and regulations.

contributions to the SMCP shall be made at the rate of $.10 per hour. Contributions will be made to the designated agent of the SMCP on or before the fifteenth (15th) day of each month.

ARTICLE 24 - 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 25 - ENTIRE UNDERSTANDING

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

ARTICLE 26 - DURATION

A. All terms of this Agreement shall be effective as of May 1, 2016.

B. This Agreement shall remain in full force and effect through April 30, 2019.

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

ARTICLE 27 - LETTER OF UNDERSTANDING

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

S C H E D U L E S

SCHEDULE 1 - LUNCH FACULTIES, WATER, TOILETS

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

SCHEDULE 2 - STEWARD

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

SCHEDULE 3 - CALL IN PAY

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

SCHEDULE 4 - APPRENTICES

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

SCHEDULE 5 - HOURS

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

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

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

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

B. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes of each regular work day. If an Employee is required to work five (5) consecutive hours without a meal break, he shall be compensated for the thirty (30) minutes so worked at the applicable rate of pay. This is not to be construed to deny the Employee time to eat his/her meal.

C. There shall be one break in the forenoon and afternoon. The break shall not exceed ten (10) minutes from the time work stops until work resumes. The break shall be taken in close proximity of the Employee's work station.

SCHEDULE 6 - SHIFTS

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

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

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

SCHEDULE 7 - CEMENT MASONS ON THE JOB

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

SCHEDULE 8 - WAGES

RESIDENTIAL AND COMMERCIAL

DATE	BASIC WAGE	HRA	PENSION	SAVINGS	TRAINING	FCF	SMCP	TOTAL
5/1/2016	38.31	.80	7.17	(5.65)	.41	.02	.10	46.81

Total package to increase $1.95 on May 1, 2017
Total package to increase $1.95 on May 1, 2018

Foreman Rate: $2.25 per hour above basic wage.

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

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

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

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

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

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

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

The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, any amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated into this Article by reference.
This provision of the contract shall sunset on April 30, 2019.

SCHEDULE 9 – DEFINITION OF WORK

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.

ROCHESTER AREA AGREEMENT
BETWEEN
ASSOCIATED GENERAL CONTRACTORS
OF MINNESOTA
AND
CEMENT MASONS, PLASTERERS, AND SHOPHANDS
LOCAL NO. 633
Of Minnesota, North Dakota, and NW Wisconsin
AFFILIATED WITH O.P. & C.M.I.A. OF U.S.

(EXPIRES APRIL 30, 2019)

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.

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

David C. Semerad
DAVID SEMERAD

5/17/16
Date signed

Date signed

CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633

Gregory A Massey
GREG MASSEY, BUSINESS MANAGER

5/17/2016
Date signed