

NORTH DAKOTA AREA AGREEMENT  
(BUILDERS & HIGHWAY HEAVY)  
BETWEEN

INDEPENDENT CEMENT MASON CONTRACTORS

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, 2021)

**CEMENT MASONS, PLASTERERS  
& SHOPHANDS LOCAL NO. 633**

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DARRELL LENDE, BUSINESS AGENT

**UNION MEETINGS**

FIRST TUESDAY OF EACH MONTH  
7:00 PM AT UNION LABOR CENTER, MINNEAPOLIS, MN

NORTH DAKOTA AREA UNION MEETINGS  
ON CALL

## AGREEMENT

This Agreement, by and between, the Independent Cement Finishing Contractors hereafter referred to as Employers, and the Operative Plasterers and Cement Masons International Association Local #633, hereafter referred to as the Union, establishes 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 North Dakota.

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 - 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, 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 State of North Dakota.

### ARTICLE 4 - 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.

## ARTICLE 5 - 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 6 - CONFLICTING AGREEMENTS

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

If the Unions enter into any Agreements with any individual Employer or group of Employers competing in the same type of work that provides for less favorable wages, hours or conditions than herein specified, the Employer parties hereto may immediately put into effect the same conditions.

## ARTICLE 7 - 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 8 - SETTLEING OF DISPUTES

1. Any controversy over the interpretation of, or adherence to the terms of this Agreement shall first be attempted to be resolved between the Union and the Employer. All differences or disputes concerning the interpretation or application of any provisions of this Agreement shall be submitted to the grievance procedure. Any part to this Agreement (Union or Employer) shall have the right to raise grievances. Each grievance shall be deemed to be waived unless submitted in writing to the parties for negotiations within ten (10) working days.

2. If a satisfactory settlement cannot be reached within five (5) working days it shall then be submitted within six (6) weeks after it arises to a Board of Arbitration 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 9 - 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 10 - 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 11 - NO STRIKE, NO LOCKOUT

A. During the term of this Agreement, there shall be no authorized strike by the Union or lockout by the Employer, provided the Union and the Employer abide by the provisions of the grievance machinery.

B. In the event a strike occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the Union, its officers or agents, provided the Union shall, as soon as possible after notification by the Employer of a work stoppage, post notice at the job that such action is unauthorized by the Union, and promptly take steps to return its members to work.

#### ARTICLE 12 - SUBCONTRACTORS

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

The subcontractor agrees to comply with the provisions relating to wages, health and welfare, pension, savings and premium pay of the current collective bargaining agreement in the building construction industry entered into between the Contractors Association 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 13 - 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 14 - 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 15 - 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 16 - PAYDAY AND WAGE PAYMENT

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

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

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

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

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

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

#### ARTICLE 17- 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 \$10,000.00, 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 or all of the Trust Funds, and which shall be kept in force and maintained in the full face amount for a period of not less than 12 consecutive calendar months during which no further delinquency has occurred on the part of such Employer. The Union shall refuse to supply cement masons and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain such bond.

d) Illustration of clauses (a), (b) and (c) above: If an Employer's report and payment for the January work month have not been postmarked before February 16, such Contractor becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 16, the Employer must then post a \$10,000.00 bond in addition to reporting and paying the full amount due.

e) The Delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust funds in collecting the amount due. Trustees at their discretion may reimburse (from the fund) the Union for picketing and 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 directions by the Trustees. The Union shall also have the right to take economic action to enforce such rights on behalf of the Unions and the Trustees and the Trust Funds shall reimburse the Unions for picketing and banner expenses actually incurred in enforcing such rights.

g) Notwithstanding the provisions of Article 9 Settling of Disputes, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

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

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

#### ARTICLE 18 - PREVAILING WAGE REPORTS

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

#### ARTICLE 19 - 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 20 - 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 21 - DURATION

A. All terms of this Agreement shall remain in effect from May 1, 2018 through April 30, 2021.

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 22 - LETTER OF UNDERSTANDING

The Employers 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 - HOURS OF WORK

A. Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. A regular day's work shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. If mutually agreed by the Employer and the Union the hours may be adjusted up to one (1) hour earlier to promote the efficiency of the job. The Union shall be notified of such adjustment in

starting time by the Steward and such adjusted starting time shall be scheduled for at least three (3) consecutive working days in order to operate without overtime pay.

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

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

The following shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such legal holidays. When 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.

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

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

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

#### SCHEDULE 2 - LUNCH FACILITIES, WATER, TOILETS

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

#### SCHEDULE 3 - SHIFTS

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

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

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

#### SCHEDULE 4 - EMPLOYMENT PRACTICE

The Employer agrees to endeavor to employ a fair proportion of people from the area within which the job is located. Consideration will be given of the employment of one (1) Employee over fifty (50) years of age out of every five new Employees added to the Contractor's payroll.

#### SCHEDULE 5 - APPRENTICES

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

#### SCHEDULE 6 - CALL IN PAY

When an employee is called to work, they shall receive eight (8) hours pay. This, however, does not apply (a) in case of inclement weather, and (b) because of any factor beyond the control of the Employer. In this case they shall receive two (2) hours pay and Subsistence (where applicable) but must stay on the job unless sent home by the employer.

#### SCHEDULE 7- WAGES

##### COMMERCIAL & HIGHWAY/HEAVY RATE:

| DATE     | BASIC<br>WAGE | HEALTH &<br>WELFARE | HRA  | PENSION | SAVINGS | TRAINING | FCF | TOTAL |
|----------|---------------|---------------------|------|---------|---------|----------|-----|-------|
| 5/1/2018 | 30.33         | 7.73                | 1.00 | 5.72    | (3.70)  | .45      | 02  | 45.25 |

Total package to increase \$1.75 on May 1, 2019.

Total package to increase \$1.75 on May 1, 2020.

Foreman Rate: \$1.00 per hour above basic wage.

General Foreman: One for each 12-man crew - \$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.

NOTE: Each Employer shall deduct the sum of \$3.70 per hour, or amount allocated, for each hour worked by employees covered by this Labor Agreement for a savings fund established by the Union. SAVINGS is taxable and shall be sent into the Minnesota Cement Masons Fringe Benefit Funds, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440.

#### **\*Fair Contracting Foundation - Labor-Management Cooperative Committee (LMCC)**

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

The parties agree that the terms and conditions of this labor agreement help establish industry standards for safety, training, workforce availability, dependable benefits and reasonable wages. Unlawful conduct on construction projects jeopardizes these negotiated terms, interferes with contractors' lawful competition, erodes industry standards and conflicts with society's interests at large. Therefore, the FCF is established as a LMCC to monitor and enforce compliance with federal,

state and local laws, rules and regulations. FCF's further purpose is to study and implement solutions to problems that impede fair competition and stunt economic development in the industry.

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

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

This provision of the contract shall sunset on April 30, 2021

Above fringes for HEALTH & WELFARE and HRA are to be sent into the Minnesota Cement Masons Health & Welfare Fund, fringes for PENSION are to be sent into the Minnesota Cement Masons Pension Fund, and fringes for TRAINING are to be sent into the Minnesota Cement Masons Apprenticeship Fund, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440.

#### SCHEDULE 8 - SAVINGS PLAN

Savings Plan: Each Employer agrees to contribute into the Savings Plan the amount specified in Schedule 7. Each Employee shall be issued a check by the Fund Administrator on or about each September 1st for the amount he has accrued during the preceding July 1st through June 30th period. The Savings Plan shall be governed by the terms of the Trust Agreement as well as the provisions of Article 19.

#### SCHEDULE 9 - SUBSISTENCE

Subsistence shall be paid Employees, at the rate of \$35.00 for each day worked on the job, on jobs located more than 50 miles, by the most direct road route from the Employee's home address.

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

#### SCHEDULE 10 - STEWARDS

For the mutual benefit of the Employer and the Union there may be appointed by the Union, a Steward on every job. The Steward shall not be discharged for performing the normal duties of a Steward. The duties of the Steward shall be to see that all provisions of this Agreement shall be complied with. Where a question arises over the discharge of a Steward under the provisions of this Article, a hearing between the Employer and the Union shall be held within forty-eight (48) hours from the time of discharge.

#### SCHEDULE 11 – JURISDICTION 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 carborendum 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 6-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 12 - FURNISHING MATERIALS AND GEAR

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



# **CEMENT MASONS, PLASTERERS, AND SHOPHANDS Local No. 633**

*of Minnesota, North Dakota, and Northwestern Wisconsin • AFL-CIO*

312 Central Avenue • Room 376 • Minneapolis, Minnesota 55414

Phone (612) 379-1558 • Fax (612) 379-1559

TO: ALL NORTH DAKOTA AREA CONTRACTORS

DAVE SCHUTTA  
Financial Secretary  
Business Manager

JARROD ASLESON  
President

BRIAN GULLICKSON  
Business Agent

CHAD MORRIS  
Business Agent

MICHAEL KRAHN  
Business Agent

DARRELLLENDE  
Business Agent

MICHAEL SYVERSRUD  
Business Agent

THOMAS REGER  
Apprentice Coordinator

RE: WAGE RATES - BUILDERS AND HIGHWAY/HEAVY DIVISIONS

EFFECTIVE MAY 1, 2018

CEMENT MASONS COMMERCIAL & HIGHWAY/HEAVY:

| BASIC<br>WAGE* | HEALTH<br>&<br>WELFARE | HRA  | PENSION | SAVINGS | TRAIN | FCF | TOTAL |
|----------------|------------------------|------|---------|---------|-------|-----|-------|
| 30.33          | 7.73                   | 1.00 | 5.72    | (3.70)  | .45   | .02 | 45.25 |

Foreman: \$1.00 above basic wage

\*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$30.33 = \$45.50, TAXED, THEN MINUS \$3.70 FOR SAVINGS EACH HOUR)

After all taxes are deducted from the Basic Wage rate, \$3.70 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

## APPRENTICE RATES:

|               |     |       |
|---------------|-----|-------|
| UP TO 1000HRS | 70% | 21.24 |
| 1001-2000 HRS | 75% | 22.75 |
| 2001-3000 HRS | 80% | 24.27 |
| 3001-4000 HRS | 85% | 25.78 |
| 4001-5000 HRS | 90% | 27.30 |
| 5001-6000 HRS | 95% | 28.82 |

If you have any questions, please call Darrell Lende, Business Agent, at 218-935-2270; or call the main office at 1-800-232-0557 or 612-379-1558.