



AGREEMENT BETWEEN

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS
LOCAL UNION NO. 512
ST. PAUL, MINNESOTA**

and

**ASSOCIATED
GENERAL CONTRACTORS
OF MINNESOTA, INC.,**

**ASSOCIATED
GENERAL CONTRACTORS
OF NORTH DAKOTA**

and

MINNESOTA STEEL ERECTORS ASSOCIATION

Effective May 1, 2016 - April 30, 2019

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PROLOGUE

A. THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2 – DESIGNATION OF PARTIES hereof, establishes rates of pay, wages, hours of employment, fringe benefits and savings, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving the above parties on all construction jobs.

B. Throughout this Collective Bargaining Agreement, reference is made to job classifications such as Journeyman, Leadman or Foreman. These and all terms in this Agreement are intended to apply equally to the female gender as well as the male.

Article 1 - CONSIDERATIONS FOR AGREEMENT

A. 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.

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

Article 2 - DESIGNATION OF PARTIES

A. The parties to this Agreement are: Associated General Contractors of Minnesota, Inc. (hereinafter referred to as AGC/MN), Associated General Contractors of North Dakota (hereinafter referred to as AGC/ND) and Minnesota Steel Erectors Association (hereinafter referred to as MSEA), who are respectively acting on behalf of certain of their members who have agreed to be bound to the terms of this Agreement through AGC/MN or AGC/ND or on behalf of such additional Employers as may execute identical counterparts thereof through AGC/MN or AGC/ND or who have assigned bargaining rights to MSEA (hereinafter collectively referred to as the Employer(s) and Iron Workers Local Union No. 512 (hereinafter referred to as the Union), affiliated with the International Association of

Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (hereinafter referred to as the International Association).

B. AGC/MN, AGC/ND and MSEA are parties to this Agreement in a representative capacity and as agent only, acting on behalf of certain of their respective members who have either agreed to be bound to the terms of this Agreement through AGC/MN or AGC/ND and on behalf of such additional Employers as may execute identical counterparts thereof through AGC/MN or AGC/ND or who have assigned bargaining rights to MSEA. AGC/MN, AGC/ND and MSEA are entitled to recognition in such capacity as agent and collective bargaining representative for their respective member Employers who are or may become parties hereto, for all purposes of this Agreement, including their right in such capacity, to represent such member Employer parties before the NLRB or otherwise pursuant to and/or in aid, support or enforcement of the terms and provisions of this Agreement.

(1) Those AGC/MN, AGC/ND and MSEA members who have agreed to be bound to the terms of this Agreement and such other individual Employers not affiliated with an employer organization and who have also agreed to be bound to the terms of this Agreement (hereinafter referred to as Employers) are parties hereto as principals, but their status is several and not joint.

C. The Union on its behalf and on behalf of the Employees whom it represents or on whose behalf it is recognized or to be recognized, is a party hereto. The status of the Union is dual, in that it is a party hereto as a principal and also the agent for the Employees whom it represents and on whose behalf it is recognized as hereinafter provided:

Article 3 - UNION RECOGNITION

A. The Employer hereby recognizes the Union to which the Employer has agreed to be bound as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement, with respect to rates of pay, wages, hours of employment, fringe benefits and savings, where applicable, and other conditions of employment. The Union is hereby recognized hereunder by the

Employer 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

This Agreement applies to all bargaining unit work to be performed in those areas of the States of Minnesota, North Dakota and Wisconsin which come under the geographic jurisdiction of the Union, as set forth below.

Section 1. The following area shall constitute Region A of the Union:

A. The Minnesota counties of: Anoka, Benton, Big Stone, Blue Earth, Brown, Carver, Chippewa, Chisago, Cottonwood, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Isanti, Jackson, Kanabec, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Otter Tail, Pipestone, Pope, Ramsey, Redwood, Renville, Rice, Rock, Scott, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Waseca, Washington, Watonwan, Winona, Wright, Yellow Medicine, and

B. The Wisconsin counties of: Barron, Buffalo, Chippewa, Clark, Dunn, Eau Claire, Jackson, Pepin, Pierce, Polk, Rusk, St. Croix, Taylor and Trempealeau.

Section 2. The following area shall constitute Region B of the Union:

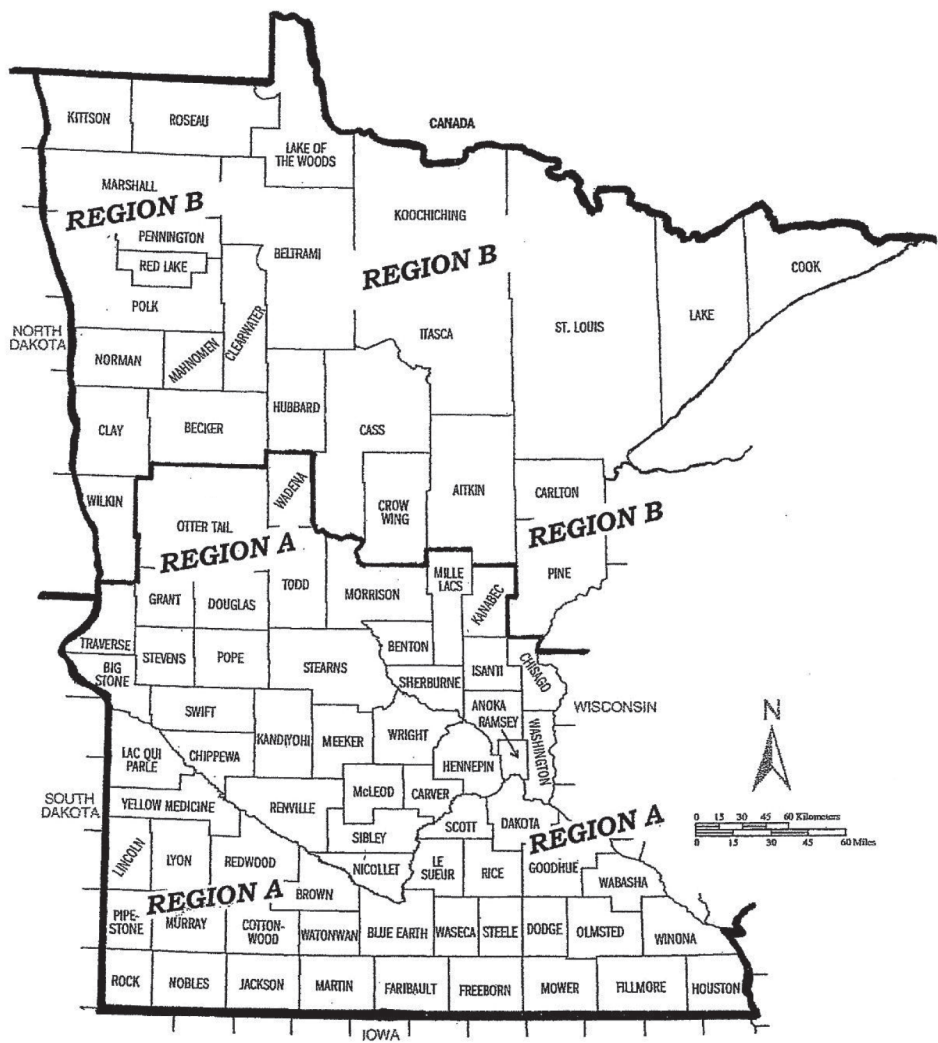
A. The Minnesota counties of: Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kittson, Koochiching, Lake, Lake of the Woods, Mahnommen, Marshall, Norman, Pennington, Pine, Polk, Red Lake, Roseau, St. Louis, Wilkin, and

B. The Wisconsin counties of: Ashland, Bayfield, Burnett, Douglas, Price, Sawyer and Washburn.

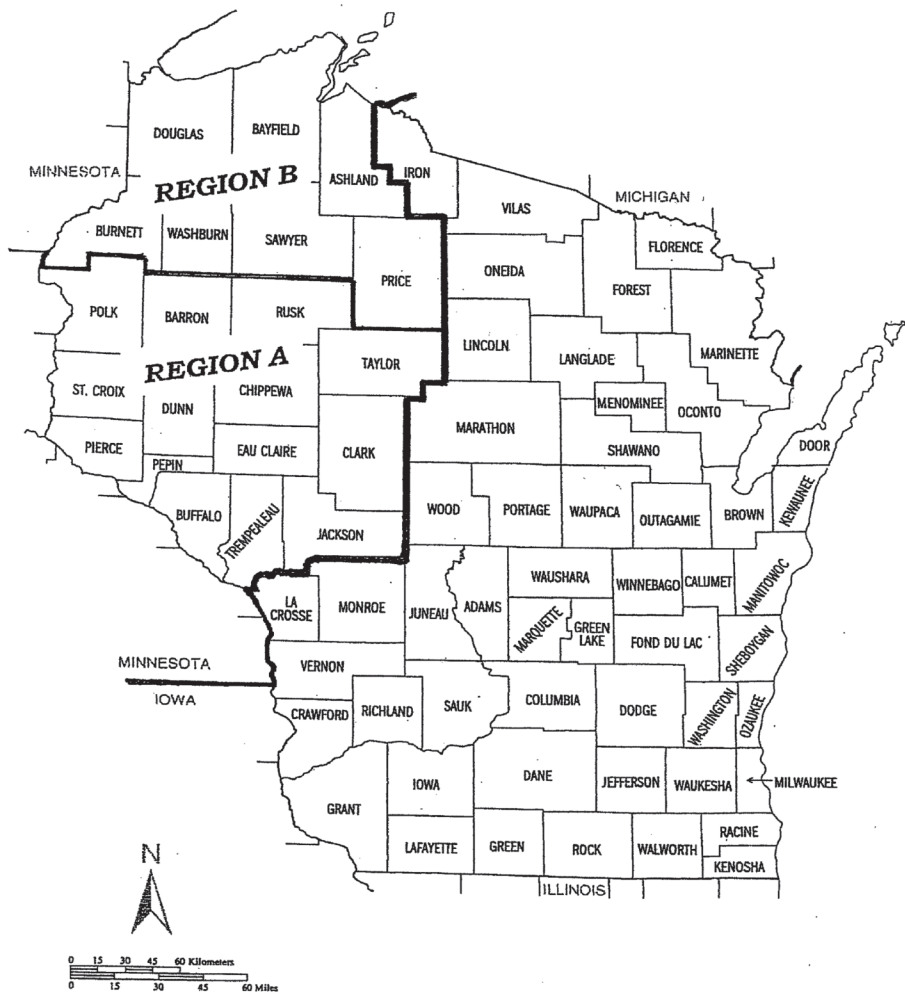
Section 3. The following area shall constitute Region C of the Union:

A. The State of North Dakota, in its entirety, shall constitute Region C of the Union.

MINNESOTA – Counties



WISCONSIN – Counties



NORTH DAKOTA – Counties



Section 4. Work Jurisdiction. The provisions of this Section 4 shall apply to all work performed within all Regions of the Union.

A. This Agreement shall cover all bargaining unit work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local Union No.512, AFL-CIO. The Employer recognizes and agrees that the claimed scope of work covered by this Agreement is that provided for, but not limited to, the jurisdictional claims contained within the charter grant issued by the American Federation of Labor to the International Association, as set forth in Article IV of the Constitution of the International Association; which shall be incorporated herein by reference.

B. Technology changes are constantly occurring in the manufacturing processes of producing building components which modify the composition or gauge of the materials used to achieve the final products but are still designated and manufactured to function the same as products which are traditionally manufactured in carbon steel, high strength steel, aluminum, bronze or stainless steel. Where the professional design engineers may substitute a high strength carbon or steel fiber injected into reinforced polymer composites to replace an all metallic product; the carbon or steel fibers provide the strength for the polymer product to perform precisely the same as the load bearing steel or other metallic shapes have performed in the traditional all metal product. In every case, whenever a pultruded or cast fiber reinforced polymer, aramid, epoxy, polyester or other fiber reinforced plastic product is replacing or substituting or working in conjunction with traditional metal sections, products or structural shapes, the work of erecting or installing the modified product is the work of the Ironworker, without any exceptions.

C. It is understood that claims are subject to trade agreements and decisions of record as recorded in the "Handbook of Agreements of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers" and in "Agreements and Decisions Rendered Affecting the Building Industry", as amended, approved by the National Building and Construction Trades Department, AFL-CIO (Green Book), as well as established area practice.

Section 5. Letters of Assignment. The provisions of this Paragraph 5

shall apply to all work performed within all Regions of the Union.

A. When requested by the Union, the Employer shall furnish to the Union, signed letters of assignment on the letterhead of the individual Employer, stating they have employed Iron Workers on a specific type of work, identifying the particular project and the time frame when such work was performed and paid the negotiated scale of wages to Employees of the bargaining unit performing such work. Such requests may be made verbally or in writing via fax or electronic transmission.

Article 5 - UNION SECURITY

A. The Union shall be entitled to Union Security to the extent that each Employee in the collective bargaining unit represented by the 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 the Union as a condition of employment. Employees who pay the Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.

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

C. The provisions of Paragraphs A. and B. above in this Article shall be effective only in those states which permit Union Security.

D. The Union 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 6 - HIRING

A. The Union shall be the first source of referral of applicants for employment.

(1) The Employer shall have the right to reject any applicant for employment who is not qualified to perform the work they were hired for.

(2) The Employer shall have the right to hire, by name, Employees from the Local Union who are not currently employed.

(3) The Employer shall have the right to move Employees from one job assignment to another without permission of the Union.

(4) If the Union is unable to fill the request of an Employer for Employees within a forty-eight (48) hour period after such request for Employees (Saturdays, Sundays and Holidays excepted), the Employer may employ Employees from any source. However, all such Employees are subject to the provisions of Article 5 – UNION SECURITY.

B. 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.

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

D. Since it is the objective of the Union to have all Employees, whenever possible, be entered into and trained through the Iron Workers Local Union No. 512 Joint Apprenticeship Committee (JAC) Training Program and to prevent any subterfuge or evasion of this objective, the Union shall have the right to have any Employee removed from the jobsite and employ of signatory Employers when the following events have occurred:

(1) Failure to take the JAC assessment test and/or failure to appear for oral interviews before the JAC, both of which are required and contained in the Union's Apprentice Trade Standards covering Iron Workers, or

(2) Failure to successfully complete or comply with any portion of the apprenticeship acceptance standards as contained in the Union's Apprentice Trade Standards covering Iron Workers, including drug screens, as required.

Article 7 - INSURANCE AND TAXES

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

B. The Employer shall provide State Workers' Compensation Insurance

coverage and State Unemployment Insurance coverage for all Employees working under the terms and conditions of this Agreement. The coverages enumerated above shall be those called for by the State in which a particular project is located. All Employers must furnish the Union with proof of the necessary coverages enumerated above – said proof to consist of the appropriate policy number and insurance carrier's name, address and telephone number.

Article 8 - CONFLICTING AGREEMENTS

A. The Employer agrees 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 the Union has been granted recognition hereunder, which in any way conflicts with the terms and provisions of this Agreement.

B. If the Union enters into any Agreement with any individual Employer or group of Employers competing in the same type of work which provides for less favorable Employee wages, hours or conditions of employment 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 of employment.

C. The Union agrees that if its parent International Association grants privileges, terms or conditions of employment more advantageous than those contained in this Agreement to other Employers on any project agreement, then the Employers signatory to this Agreement may, upon written notice to the Union, take advantage of such better privileges, terms, or conditions of employment on that project.

D. If the Union enters into a site-specific project agreement with another Employer that contains more favorable privileges, terms or conditions of employment than those contained in this Agreement, the Union agrees to provide those same more favorable privileges, terms or conditions of employment to any other Employer bidding or negotiating on that specific project. It is agreed that Employers who desire the more favorable conditions must make this request to the Union.

E. The parties recognize that Iron Workers Local Union No. 563 of Duluth, MN

and Iron Workers Local Union No. 793 of Mandan, ND, both belonging to the Union's parent International Association, have been merged into the Union, and that further mergers with other locals may take place during the term of this Agreement. The parties further recognize that in the event of such mergers, it is in their mutual interest for the Union to maintain the collective bargaining relationship with signatory employers who currently have collective bargaining agreements with said locals. Accordingly, the parties hereby agree that Paragraph B. of this Article 8 shall not apply to any collective bargaining agreement currently in effect as of the date of this Agreement to which the Union has become or shall become a party to as a result of a merger with another local.

Article 9 - VIOLATIONS OF AGREEMENT

A. 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 Agreement.

Article 10 - MANAGEMENT RIGHTS AND EMPLOYEE DISCHARGE

A. Management reserves the right to manage its jobs to the best interests of Management, the right to retain or dispense with Employees, to increase or decrease the number of Employees needed on each project, except that: On structural steel erection jobs within all Regions of the Union, four (4) Employees and a Foreman are required. However, on those structural steel erection jobs of eight (8) hours or less of actual erection by a crane (including the unloading and distribution of materials), the number of Employees and Foreman employed shall be left to the discretion of the Employer. (See SUPPLEMENTS – Schedule 2 – WAGES, for Foreman requirements)

B. 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 and safety precautions prescribed by the Employer or any governmental agency.

C. Employees shall use any tools, equipment, machinery, materials, products or procedures of their craft, as required by the Employer.

Article 11-SETTLEMENT 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 controversy or grievance. The time limit may be extended if mutually agreed to in writing by both parties to the controversy or grievance.

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

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

(2) 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.

C. The Disputes Board is to be made up of equal numbers of Management and Labor representatives, neither of whom may be from an Employer or Union involved in the particular dispute at issue, 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.

(1) 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 Disputes Board, any unresolved controversy or grievance shall be referred to final and binding arbitration. Either party may contact the Federal Mediation and Conciliation Service and request a panel of five (5) arbitrators, from which the grieving party shall first strike two (2) names and the other party shall then strike two (2) names and the remaining name on the panel shall be designated to serve as the Neutral Arbitrator.

(1) The Neutral Arbitrator thus selected shall set the time and place for hearings, which shall begin no later than ten (10) working days after the Neutral Arbitrator's selection, with the Neutral Arbitrator's final decision to be handed down in not more than ten (10) working days after the last hearing is held. The time of the final decision may be extended by mutual agreement between the parties.

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

(3) Each party shall bear the expense of its representatives and for preparation and presentation of its own case. Fees and expenses of the Neutral Arbitrator and for the hearing room shall be shared equally by the parties.

(4) All work and other conditions prevailing immediately prior to the raising of the controversy or grievance to be decided under this Article shall remain unchanged until a final decision by the Neutral Arbitrator has been reached, as provided for herein.

(5) Any and all legal remedies shall be available against a party who refuses to comply with the final decision of the Neutral Arbitrator.

(6) Any party to this Agreement who fails or refuses to abide by or comply with the terms and provisions of this Article 11 shall be subject to monetary damages, equitable relief or any other legal remedies, including economic action taken by either party involved.

E. Notwithstanding any other provisions of this Article, in the event of the

failure, refusal or neglect of an Employer to report or to pay any contribution amounts due to the several Trust Funds (defined benefit pension, defined contribution pension, health and welfare, apprenticeship/training, and labor-management industry funds) and/or any deductions from the Base Wage Rate for Working Dues Check-off, Organizing Dues and Savings Plan amounts due to the Union, as set forth in Article 20 - FRINGE BENEFITS of this Agreement; the Trustees of the several trust funds, for the purpose of collecting any payments required to be made to such trust funds, including penalties, interest, recovery of costs or disbursements incurred for legal expenses, audits of payroll records or enforcing the rules of the several trust funds in connection with the collection of delinquent payments, may seek any appropriate legal, equitable and administrative relief and said Trustees shall not be required to invoke or resort to the Settlement of Disputes procedures otherwise provided for in this Agreement.

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 abide by and live up to the requirements of all several State and Federal Construction Safety Codes and Regulations.

B. The Employer may 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.

C. The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the Employees.

D. In accordance with the requirement of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to ensure the safety and health of its Employees. Nothing in this Agreement will make the Union liable to any Employees or to any other persons in the event that injury or accident occurs.

E. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

F. Employees who are injured on the job and are unable to continue work for the remainder of that work day because of said injury, as determined by the Employer or a physician, shall receive full time pay, plus fringes, for the full shift on which they were injured. If Employees are injured on the job and return to work on the same shift after receiving medical care, they shall not suffer a loss of pay.

G. The Employer shall notify the Union as soon as practical of the occurrence of each and every serious jobsite injury to a bargaining unit Employee.

H. Employers may require drug and alcohol testing of Employees and applicants for employment, including random testing, only under the following circumstances:

(1) The signatory Employer has adopted a written drug and alcohol testing policy complying with the provisions set forth in the applicable Federal and State statutes and further that each individual Employer must provide the Union with an up-to-date copy of its written drug and alcohol testing policy before commencing any drug and alcohol testing of Employees covered under this Agreement.

(2) Both parties to adopt mutually agreeable language with the express understanding that the Union insists on suitable provisions to protect Employees from discriminatory and/or retaliatory practices by representatives of the Employer; including but not limited to the selection process, test administration, subsequent retesting should it become necessary and strict assurances of confidentiality. It is also further understood that all applicants for employment who are required to take a pre-hire drug/alcohol test shall be paid two (2) hours at the applicable Journeyman Base Wage Rate, plus fringes, for each test, provided these tests are confirmed negative.

(3). The Union agrees to work with AGC/MN, AGC/ND and MSEA towards implementing the IMPACT drug testing program by May 1, 2017.

I. AGC/MN, AGC/ND, MSEA and the Union hereby agree to enter into an Agreement and Declaration of Trust for the establishment of the AGC/MN – 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.

(1) The operation of the Workers' Compensation Fund 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 designate as their representatives on the Board of Trustees such Trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the 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.

Article 13 - PICKETS, BANNERS AND STRIKES

A. 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 Article shall not apply to secondary picket lines or banners and it shall not apply to jurisdictional lines or banners.

Article 14 - NO STRIKE -NO LOCKOUT

A. The Union and the Employer agree that there shall be no strike or other concerted interference with the Employer's business by the Union and/or the 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.

Article 15 - SUBCONTRACTORS

A. The Employer agrees that neither it nor any of its subcontractors on the job site will subcontract any work covered under this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure, or other work except to a person, firm or corporation party to an appropriate, current labor agreement with

the Union.

B. Any dispute involving this Article shall be resolved under the grievance and arbitration procedures contained in this Agreement. Notwithstanding any other provision of this Agreement, the Union shall not have the right to call a strike or work stoppage of any kind or take any economic action to enforce any provision contained in this Article.

(1) In the event a breach of this Article is found in any resolution under the grievance and arbitration procedure of this Agreement, the signatory Employer shall pay the difference between the wage rates, working dues and fringe benefit contributions paid by the non-signatory employer or subcontractor to or on behalf of its Employees and the wage rates, working dues, fringe benefit contributions required by this Agreement. The wage rate differential shall be paid to the Employees; the working dues to the Union and the fringe benefit contributions to the Twin City Iron Workers Fringe Benefit Funds or such other appropriate Trust Funds, as set forth in Article 20 – FRINGE BENEFITS, which describe the Fringe Benefit Funds for each Region of the Union. Additionally, the arbitrator shall have the authority to award damages, interest and reasonable attorney fees in the event that the arbitrator finds an intentional violation of this Article.

Article 16 - UNION REPRESENTATIVES

A. 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.

B. It is mutually agreed that the Union will notify AGC/MN, AGC/ND and MSEA in writing, listing the Union's authorized Representatives who will deal with the various Employers, make recommendations for the Union generally, and, in particular, those individuals who have the sole authority to act for the Union in calling and instituting strikes or any stoppages of work. The Union 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.

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

Article 17 - ROTATION OF EMPLOYEES

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

Article 18 - PAYROLL RECORDS

A. In case of a dispute arising over hours and wages, the Union shall have the right to examine the payroll records of the individual Employee 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.

B. The Employer shall provide, bi-annually, at the request of the Union, information with respect to prevailing wage rates required by the States of Minnesota, North Dakota and Wisconsin and/or the Federal Government. Such information shall be provided to the Union no later than two (2) weeks from the date of such request.

Article 19 - PAYDAY AND WAGE PAYMENT

A. The regular payday for each respective Employer shall be once a week on such day as agreed upon between the Employer and the Union. Wages shall be paid before quitting time and wages are to be paid in cash, negotiable check, or other legal tender. In addition, if individual Employees are agreeable, wages may also be paid via direct deposit (electronic transfer).

(1) The Employer agrees to provide the following information on the Employee's payroll check stub: Name of Employee and individual Employee identification number or code used by the Employer and the business name and phone number of the Employer issuing the payroll check, date of payment, payroll period, hours paid at straight time and/or overtime rates, gross pay, all deductions and purposes thereof and net pay. If payment is made by a method other than negotiable check, a separate statement, on company letterhead, shall accompany each payment

of wages and such statement shall provide the same information as required on payroll check stubs.

(2) If the regular payday falls on a holiday recognized under this Agreement, all Employees shall be paid the day preceding the holiday.

B. Employers may withhold five (5) day's pay in order to enable them to prepare the payroll and the Employee shall be paid on the job no later than the fifth (5th) day. (For example: For a pay period that ends on Friday, Employees shall be paid on the following Friday. For a pay period that ends on Tuesday, Employees shall be paid on the following Tuesday.)

C. When Employees are laid off or discharged, and where it is necessary to mail the payroll check, the check shall be postmarked no later than the regular workday immediately following the lay-off or discharge, with such payroll check mailed to the Employee's last known address.

(1) Once notice has been given by the Employee to the Union and the Union has relayed this notification to the Employer; for every day of delay in payment of wages due to the laid off or discharged Employee, the Employer shall pay the affected Employee two (2) hours at the applicable Base Wage Rate, plus fringes, for each such day of delay.

(2) Any undue delay or loss of time caused to Employees through no fault of their own shall be paid for by the Employer causing such delay at the applicable Base Wage Rate, plus fringes.

(3) When Employees quit of their own accord, they shall wait until the next regular payday for wages due them and if the payroll checks are to be mailed, they must be postmarked no later than the Employer's regular and customary payday.

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

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

(2) The Union may, at its sole discretion, deprive such individual Employer who issues dishonored payroll checks, of the right to pay by check for such period of time as the Union feels prudent or until such time as the Union is assured that individual Employer can meet the provisions of this Article.

(3) The individual Employer shall also reimburse any affected Employee(s) who have received such dishonored checks and as a consequence have incurred fees for depositing NSF checks or have also incurred fees for any Employee(s) personal checks that have become NSF, due to the NSF payroll check issued by the individual Employer in question.

(a) The affected Employee(s) must furnish the Union and the individual Employer in question with relevant bank statements and/or fees showing proof of such NSF fees before any payment shall be made, as per Paragraph D. above.

E. Any Employer who fails to have sufficient funds in the bank to meet all pay checks issued to Employees and if full payment has not been made by the following payday, the Employer shall be deprived of the right to pay by check for a period of ninety (90) days.

F. In the event an Employee loses their payroll check and the Employer must make a stop payment on that lost payroll check, the Employee shall be responsible for the cost of the stop-payment fee.

Article 20 -FRINGE BENEFITS

Section 1. All Regions - General Provisions. The provisions of this Section 1. shall apply to all work performed within all Regions of the Union.

A. Individual Fringe Benefit Trust Funds. The Employer agrees to contribute and forward every month, not later than the twentieth (20th) day of the month following the month in which work was performed (hereinafter called the "due date"); such sums for defined benefit pension, defined contribution pension, health and welfare, apprenticeship/training, and labor-management industry funds plus the

deductions from the Base Wage Rate for Working Dues Check-off, Organizing Dues and Savings Plan payments and those other purposes approved by the Union and the Employee, as may be designated in the applicable provisions of SUPPLEMENTS – Schedule 2 – WAGES and this Article 20 – FRINGE BENEFITS, for each hour worked by all Employees covered by this Agreement. These Funds are known separately as the Twin City Iron Workers Pension Fund, Twin City Iron Workers Defined Contribution Pension Plan, Twin City Iron Workers Health and Welfare Fund, Twin Cities Iron Workers Apprenticeship and Training Fund, Fair Contracting Foundation and Iron Workers Management Progressive Action Cooperative Trust (IMPACT) Fund. Each of the above Trust Funds is governed under separate Trust Agreements, copies of which the Employer will receive and to which the Employer is automatically bound.

(1) For all work performed within all Regions of the Union, the Employer shall contribute an allocated amount per hour worked to Iron Worker Management Progressive Action Cooperative Trust (IMPACT), a jointly-trusteed cooperative trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(5) of the Internal Revenue Code. Tax-exempt status determination was rendered under the initial name of the Trust, which was the Employer Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the Iron Worker Industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives.

(a) The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement, policies and resolutions.

(2) For all work performed in all Regions of the Union, the Employer shall contribute an allocated amount per hour worked for Fair Contracting Foundation of Minnesota (FCF) as designated in SUPPLEMENTS – Schedule 2 – WAGES. This contribution shall be paid and remitted to the third party administrator with all other fringe benefit funds contributions. There shall be a three (3) year sunset on FCF contributions, expiring on April 30, 2019.

(a) FCF shall function in accordance with 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; and established solely and exclusively for FCF by a separate Agreement and Declaration of Trust for 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 20 by reference.

(3) A Health Reimbursement Account (HRA) shall be established for all individual Employees doing bargaining unit work in all Regions of the Union. The HRA shall be administered through the Twin City Iron Workers Health and Welfare Fund. It is understood that the HRA contribution amounts per hour worked and made on behalf of individual Employees will act to reduce the negotiated wage increase and the Total Package column amounts will not change during the life of this Agreement.

(4) In the event national health insurance becomes law and the Trustees of the Twin City Iron Workers Health and Welfare Fund determine that a lesser hourly rate of contribution is needed to fund benefits due to the advent of national health insurance, any hourly contributions deemed by the Trustees to be unnecessary to maintain benefits shall be reallocated and such reallocation, to wages and/or fringes, shall be at the sole discretion of the Union.

B. Working Dues Check-Off Deduction. The Employer agrees, upon written authorization from the individual Employee, to deduct from the Employee's gross wages, a working dues check-off in the percentage amount agreed upon and approved by the Union and the Employee and applied to the Employee's gross wages, which shall be levied by the Union on its members on a uniform basis, and to promptly remit the same to the recognized third party administrator, with an itemized statement showing from whom it was deducted and the amount thereof. The Employer shall have ten (10) days to correct any errors on the working dues check-off deduction upon notification from the Union. The Union shall be responsible for obtaining signed authorization cards and shall provide timely notice to AGC/MN, AGC/ND, MSEA and to individual Employers if there is any change in this percentage amount.

(See SUPPLEMENTS - Schedule 2 - WAGES, for Working Dues Check-off Deduction amounts.)

(1) This working dues check-off deduction shall not apply to subsistence, per diem, mileage or bonus payments paid to the Employee by the Employer.

C. Organizing Dues Deduction. The Employer agrees to deduct the Organizing Dues deduction, the amount per hour worked as agreed upon by the Union and Employee and levied by the Union on its members on a uniform basis. The Employer agrees to remit such Organizing Dues to the third party administrator with an itemized statement showing from whom it was deducted and the amount thereof. (See SUPPLEMENTS - Schedule 2 - WAGES)

(1) This Organizing Dues deduction is calculated strictly on an hours-worked basis only and does not pyramid with overtime rates of pay.

(2) The Union shall have the ability to increase or decrease the amounts to be deducted by the Employer for Savings Plan payments for each hour worked by the Employee by making a like adjustment to the Base Wage Rate. However, the Total Package amounts will not change during the life of this Agreement. The Union shall provide timely notice to AGC/MN, AGC/ND, MSEA and to individual Employers if there is any change in the hourly amount to be deducted for Organizing Dues.

D. Savings Plan Deduction. There is an after-tax Savings Plan, with a uniform amount as determined by the Union to be deducted by the Employer for each hour worked by the Employee and sent to the authorized third party administrator, along with the other fringe benefit fund amounts for all work performed within all Regions of the Union.

(1) The Savings Plan amount to be deducted from the Employee's after-tax wages is calculated strictly on an hours-worked basis only and does not pyramid with overtime rates of pay. For example: If an Employee (journeyman or apprentice) worked a seventy (70) hour workweek on Monday through Sunday, they would be paid forty (40) hours at the applicable Base Wage Rate, twenty (20) hours at one and one-half times (1-1/2X) the applicable Base Wage Rate and ten (10) hours at two (2X) the applicable Base Wage Rate. The applicable Federal and State income withholdings would be applied to the Employee's total gross wages and the Employer

would then deduct seventy (70) hours worked times the specified hourly Savings Plan amount from the Employee's after-tax wages. It is also understood that the Savings Plan amounts are not subject to the apprentice percentage rates of pay specified in this Agreement. The Savings Plan amount to be deducted by the Employer is the same for journeyman or apprentices. (See SUPPLEMENTS – SCHEDULE 2 – WAGES, for Regional Savings Plan amounts.)

(2) The Union shall have the ability to increase or decrease the amounts to be deducted by the Employer for Savings Plan payments for each hour worked by the Employee by making a like adjustment to the Base Wage Rate. However, the Total Package amounts will not change during the life of this Agreement. The Union shall provide timely notice to AGC/MN, AGC/ND, MSEA and to individual Employers if there is any change in the hourly amount to be deducted for Savings Plan payments.

E. Fringe Benefit Trust Fund Operating Provisions.

(1) It is understood that all Fringe Benefit Trust Funds specified in this Agreement shall have equal numbers of Employer and Union Trustees.

(2) Any and all fringe benefit fund contribution rates shall be open for adjustment and such adjustment shall operate to adjust wages in a like amount.

(3) Any Insurance Carrier, Administrator, Consultant, Actuary or Fiduciary Agent which may be used, shall be selected by competitive bidding upon invitation by the respective Fringe Benefit Fund Trustees.

(4) The Union may vote to increase all of the fringe benefit fund contribution rates as specified in this Agreement. Should the Employer receive notice from AGC/MN, AGC/ND, MSEA or the Union of changes to the contribution rates of fringe benefit funds specified in this Agreement, the negotiated wages will be reduced by the amount of the respective fringe benefit fund contribution rate increase. The Union may also vote to increase the amount of the deductions from the Base Wage Rate to be allocated between Working Dues Check-off, Organizing Dues, Savings Plan payments and other deductions. Regardless of whether there is a change in fringe benefit fund contribution rates or in approved deduction amounts, the Total Package column will not change during the life of this Agreement.

(5) All parties to this Agreement agree that the current Twin City Iron Workers Pension Fund Trust Agreement shall be restated to the extent that both the Defined Benefit Pension Plan and the Defined Contribution Pension Plan are to be governed under separate and distinct Trust Agreements. This restatement does not involve any substantive changes to either the Defined Benefit Pension Plan or the Defined Contribution Pension Plan except as required to facilitate this restatement and as approved by both the Employer and Union Trustees of the existing Twin City Iron Workers Pension Fund Trust Agreement.

F. Reporting of Fringe Benefit Fund Contributions and Approved Deductions. Contributions to the Fringe Benefit Funds and payments for approved deduction amounts from the Base Wage Rate for the Working Dues Check-off, Organizing Dues and Savings Plan and other purposes as cited above in this Section 1. shall be sent to the current authorized third party administrator, Wilson-McShane Corporation, 3001 Metro Drive - Suite 500, Bloomington, MN 55425-1412. Wilson-McShane Corporation shall deposit the appropriate amounts in each of the Fringe Benefit Funds. In addition, Wilson-McShane Corporation shall transmit to the Union that portion of the total deductions from the Base Wage Rate that is equal to the agreed-upon deductions between the Union and the Employee for Working Dues Check-off and Organizing Dues amounts and shall transmit to the Building Trades Credit Union (BTCU) that aggregate portion of the total deductions from the Base Wage Rate that is equal to the Savings Plan deduction amounts agreed upon between the Union and the Employee. These aggregate Savings Plan deduction amounts will, in turn, be deposited into individual Employee accounts at BTCU.

(1) All contributions for the above-named Fringe Benefit Funds as well as the approved deduction payments are to be paid on one check, made payable to Twin City Iron Workers Fringe Benefit Funds.

(2) Contributions are to be paid on an hourly basis for all hours worked and are not to be pyramided. Example: If the hourly wage is \$3.00 plus 10¢ for fringes, the time and one-half overtime rate would be \$4.50 plus 10¢ for fringes, and the double time overtime rate would be \$6.00 plus 10¢ for fringes.

(a) On shift work, contributions shall be paid on the same proportionate hourly basis as hours worked to hours paid.

(3) 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 benefit fund contributions.

G. Collection & Bonding. Failure, refusal or neglect of an Employer, whether willful or otherwise, to report and to pay the sums due the Trust Funds provided for herein on or before the due date, shall cause the Employer to receive written notification by the Fund Administrator of such delinquency and shall subject the Employer to liquidated damages of ten percent (10%) of the amount of contributions due for that work month in order to offset the added expense incurred by the Trust Funds on delinquent accounts. The Employer shall also be obligated to pay to the Trust Funds, interest on delinquent contributions at the rate of prime plus two and one-half percent (2 1/2%) from and after the due date to the date of payment. The prime rate shall be determined based on the published prime rate at the depository bank for the Trust Funds, as designated from time-to time by the Trustees. The Fund Administrator shall assess and notify the Employer of the amount of interest due on such delinquent accounts.

(1) If an Employer subcontracts work to be performed at the jobsite by Employees covered by this Agreement, such subcontracting Employer shall be specifically and automatically bound by the terms, conditions and liquidated damages of this Article.

(2) The Union, in case of failure on the part of the Employer to comply with the above Paragraph G. and/or when it comes to the attention of the Union or the Employer Trustees that the Employer has become delinquent to the Funds, may, after giving two (2) working days written notice to the Employer, take economic action without being in violation of any provisions of this Agreement.

(3) An Employer who is delinquent in paying the contributions, interest, liquidated damages, audit fees or any other amounts due to the appropriate Trust Funds provided for herein shall be obligated to reimburse the appropriate Trust Funds provided for herein for all fees and expenses incurred in collecting such amounts

including, without limitation; reasonable attorney's fees, accounting and audit fees and court costs.

(a) Employers whose Fringe Benefit Fund contributions and approved deductions are received late (after the appropriate due date) by the authorized third party administrator three (3) times in a rolling twelve (12) month period will be considered to be habitually delinquent. In the event an Employer is deemed to be habitually delinquent, the Union may refuse to supply said habitually delinquent Employer with personnel according to the provisions of this Agreement. In addition, the fringe benefit fund payment status of habitually delinquent Employers will be reported to all Employer and Union Trustees on a monthly basis. A habitually delinquent Employer will also be required to appear before the appropriate Fringe Benefit Fund Board(s) of Trustees to present their repayment plan.

(4) In order to assure payment of fringe contributions, the Trustees shall require the Employer to post a bond issued by a duly licensed surety company on a form furnished by the Trustees in an amount from \$15,000.00 up to \$100,000.00, depending upon (i) the number of Iron Workers employed, (ii) the credit worthiness and financial strength of that Employer, and (iii) any other factors the Fund's Trustees consider relevant to the determination of that Employer's ability and willingness to satisfy its fringe contribution obligations under this Agreement.

(a) Each Employer must furnish the appropriate Fringe Benefit Fund Trustees as provided for herein with proof of an in-place fringe benefit bond on an annual basis. Such proof of bond coverage shall consist of the duration of such bond, the appropriate policy number of such bond and the insurance carrier/surety's name, address, telephone number and contact person.

(b) The Union may refuse to supply Employees and the Employees covered by this Agreement shall not be required to work for any Employer who refuses to provide such bond. The Union, in case of failure on the part of the Employer to comply with Subparagraph G. (4) above may, after giving two (2) working days written notice to the Employer, take economic action without being in violation of any provisions of this Agreement.

(5) The Employer may demand that the question of its failure, refusal or neglect to report and to pay sums due the Trust Funds be submitted to regular arbitration under Article 11 – SETTLEMENT OF DISPUTES, providing such request is submitted in writing to the Union within forty-eight (48) hours after receipt of the above Union notice, and providing further, the Employer deposit in escrow with the Fund Administrator, the amount of the claimed delinquent contributions plus liquidated damages of ten percent (10%) plus accrued interest, or a reasonable estimate of the delinquent contributions plus liquidated damages plus interest as determined by the Fund Administrator.

(6) The Trustees shall have the right, at any reasonable time after notification to the Employer, to have a representative audit the payroll, social security, withholding, unemployment, and workers' compensation payment records of such Employer to determine compliance with the terms and conditions of this Agreement. In the event such audit results in a finding that the Employer has failed to pay all of the contributions required by this Agreement for the period of time covered by the audit, then the Employer shall be obligated to reimburse the appropriate Trust Funds provided for herein for the reasonable costs incurred in conducting such audit.

(7) The collection procedures of this Paragraph G. (including provisions for liquidated damages, court costs, reasonable attorney fees and other remedies) shall also apply in the case of an Employer who fails, refuses or neglects to report or pay the amounts which are to be deducted from the Base Wage Rate under the applicable provisions of SUPPLEMENTS – Schedule 2 – WAGES and this Article 20 – FRINGE BENEFITS.

H. Owner-Operators. In the event an individual wishes to form a company (of any type of business entity) engaging in bargaining unit work covered under this Agreement and that individual also wishes to perform bargaining unit work in the field on behalf of that company, then that individual must be treated as an owner-operator subject to the conditions set forth below.

(1) For purposes of this Paragraph H. an "owner-operator" is any person who (i) owns (directly or indirectly) five percent (5%) or more of the combined voting power of all classes of stock entitled to vote or the total value of shares of all classes of stock

of a corporate Employer or (ii) is a proprietor or partner in an unincorporated Employer or any other type of business entity and (iii) performs any work for that company (corporation, company, partnership or other type of business entity) of a type which could be covered under this Agreement. For this purpose, a person shall be deemed to own all stock owned by their spouse or children.

(2) Notwithstanding the owner-operator definition set forth above in Subparagraph H. (1), there shall be a maximum of two (2) owner-operators per Employer (of any type or description), who may be treated as owner-operators.

(3) The decision to be treated as an owner-operator shall be irrevocable shall apply throughout the lifetime of that person and may never be changed even if the person ceases to be an owner-operator and later qualifies as an owner-operator once again.

(4) A person who has elected to be treated as an owner-operator for purposes of contributions to the Fringe Benefit Funds (including the applicable deductions for Working Dues Check Off, Organizing Dues and Savings Plan amounts) specified in this Agreement shall be required to contribute based on the following conditions : (i) Owner-Operator entities employing five (5) or less Employees/participants in the fringe benefit funds specified in this Agreement (including owner-operators) and making contributions to the fringe benefit funds specified in this Agreement shall be required to contribute (on behalf of the owner-operators) a minimum based on 130 hours (or such other number of hours as may be set by the Trustees of the Fringe Benefit Funds) for each month that the person qualifies as an owner-operator, or (ii) Owner-Operator entities employing six (6) or more Employees/participants in the fringe benefit funds specified in this Agreement (including owner-operators) and making contributions to the fringe benefit funds specified in this Agreement shall be required to contribute (on behalf of the owner-operators) a minimum based on 160 hours (or such other number of hours as may be set by the Trustees of the Fringe Benefit Funds) for each month that the person qualifies as an owner-operator.

(a) The minimum contribution specified above for owner-operators who contribute to each of the Fringe Benefit Funds shall be offset by any hours for which

Fringe Benefit Fund contributions are made for that month on behalf of the owner-operator based on their employment by an unrelated Employer.

(5) A person who has elected not to be treated as an owner-operator for purposes of contributions to the Fringe Benefit funds specified in this Agreement shall never be allowed to contribute to the Fringe Benefit Funds based on owner-operator status but shall only be entitled to have contributions made to the Fringe Benefit Funds on their behalf based on bargaining unit work covered by this Agreement that is performed by that person for an unrelated Employer.

(6) Persons who have elected not to be treated as an owner-operator and owner-operators who have chosen to cease contributions to the Fringe Benefit Funds (including the approved deductions) specified in this Agreement will not be allowed to perform bargaining unit work of any kind which could be covered under this Agreement.

Section 2. Regions A and B In conjunction with the provisions of Section 1. above, the provisions of this Section 2. shall only apply to all work performed within Regions A and B of the Union.

A. Contract Administration Fund. Employers signatory to this Agreement shall pay four cents (\$.04) per hour worked to a Contract Administration Fund (C.A.F).

(1) All C.A.F. amounts collected, as provided for herein, shall be remitted to the office of the third party administrator not later than the twentieth (20th) day of the month following the month in which work was performed.

(2) Contributions to this Contract Administration Fund shall be made on a voluntary basis.

(3) The Contract Administration Fund shall be administered solely by AGC/MN and shall be used entirely for purposes associated with the negotiation and administration of this Agreement and related fringe benefit funds.

Section 3. Region C In conjunction with the provisions of Sections 1. and 2. above, the provisions of this Section 3. shall only apply to all work performed within Region C of the Union.

A. The Employer agrees to contribute an additional ten cents (\$.10) per hour worked, over and above the Total Package amounts set forth in this Agreement, for all

bargaining unit work performed on sites covered by the North Dakota Construction Council (NDCC) and payable to the NDCC in accordance with the terms and conditions contained in the July 1, 2010 Letter of Understanding Relating to the North Dakota Construction Council (NDCC) between the parties to this Agreement.

Section 4. Local Union Merger-Related Provisions. The provisions of this Section 4. shall apply to all Regions of the Union.

A. The parties recognize that Iron Workers Local Union No. 563 of Duluth, MN and Iron Workers Local Union No. 793 of Mandan, ND, both belonging to the Union's parent International Association, have been merged into the Union, and that further mergers with other locals may take place during the term of this Agreement. The parties further recognize that the Union's jurisdiction may be expanded by the addition of counties currently under the geographic jurisdiction of other Locals. It is agreed that negotiations to effect a successor collective bargaining agreement between AGC/MN, AGC/ND, MSEA, the Union and those parties who may become signatory to this Agreement or successor collective bargaining agreements through amalgamation or merger, shall be conducted between the parties designated above.

B. The parties recognize that these mergers and possible future expansions of the Union's geographic jurisdiction may result in participation by the Union's members in additional Trust Funds associated with regions not previously within the Union's jurisdiction. The parties further recognize the need for a cohesive and uniform fringe benefits plan to the extent feasible and that contribution amounts to said Trust Funds may need to be adjusted during the term of this Agreement in order to facilitate a transition to a cohesive plan of benefits. Accordingly, upon notifying the Employer and consistent with the applicable procedures in the governing Trust Agreements, the Union may make changes in the contribution rates and, in conjunction with the appropriate Trust Fund Trustees, may pursue merger, termination or freezing of said Trust Funds.

Article 21 -SAVING CLAUSE

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

B. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause those 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 22 - ENTIRE UNDERSTANDING

A. This Agreement covers the entire understanding between the parties hereto, except the Letters of Understanding, relating to Picket lines, signed July 7, 1975.

Article 23 - DURATION

A. All terms of this Agreement shall take effect on May 1, 2016.

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

C. Any party has the right to terminate or amend this Agreement by giving notice to the other party, sixty (60) days before the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.

D. In the event such written notice is given and a new Agreement is not signed before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed, negotiations are formally broken off or until a strike or lockout occurs.

SUPPLEMENTS

Schedule 1 - HOURS OF WORK.

A. Standard Workday/Workweek Hours. Eight (8) hours shall constitute a day's work, from 7:00 a.m. to 4:30 p.m. on Monday through Friday except as provided for in Subparagraph A(1)(a) below. Lunch period shall be from 12:00 noon to 12:30 p.m., except that by mutual agreement with the Union, the hours may be adjusted up to one (1) hour earlier after one (1) day's notice to the Union and the Employees.

(1) The Employer may establish workdays as follows:

(a) 6:00 a.m. to 2:30 p.m. – this starting time shall only apply during Daylight Savings Time hours.

(b) 7:00 a.m. to 3:30 p.m.

(c) 7:30 a.m. to 4:00 p.m.

(d) 8:00 a.m. to 4:30 p.m.

(2) During Non-Daylight Savings Time hours, if the Employer starts the work day on or after 6:00 a.m. but before 7:00 a.m., all work performed before 7:00 a.m. shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes.

(3) If the Employer starts the work day before 6:00 a.m., all work performed before 6:00 a.m. shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

(4) The first two (2) hours performed in excess of an eight (8) hour work day – the ninth and tenth hours only on Monday through Friday – and the first ten (10) hours on Saturday shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes.

(5) All work performed in excess of ten (10) hours per day on Monday through Saturday and on Sundays and holidays, shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

B. Multiple Eight (8) Hour Shifts.

(1) When two (2)- eight (8) hour shifts are utilized, the first (day) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus

fringes, with a one-half (1/2) hour unpaid lunch and the second (swing) shift shall work eight (8) hours for eight (8) hours pay at the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

(2) When three (3)- eight (8) hour shifts are utilized, the first (day) shift shall work eight (8) hours for eight (8) hours pay, the second (swing) shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay plus a shift differential of \$0.25 per hour worked and the third (graveyard) shift shall work seven (7) hours for eight (8) hours pay plus a shift differential of \$0.50 per hour worked.

C. Ten (10) Hour and Twelve (12) Hour Shifts.

(1) **Single Shifts.** When a single daytime-hours shift of either ten (10) hours or twelve (12) hours is utilized, the following shall apply: The first eight (8) hours worked, on Monday through Friday, shall be paid at the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch; the following two (2) hours shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes and all hours worked in excess of ten (10) hours shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

(a) When either the ten (10) hour or twelve (12) hour shift extends into the weekend, the following shall apply: On Saturdays, the first ten (10) hours of work shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, and all hours worked in excess of ten (10) hours shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. On Sundays and holidays, all hours worked shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

(2) **Multiple Shifts.** When either two-ten (10) hour or two-twelve (12) hour shifts are utilized, the following shall apply: The first (day) shift shall work the first eight (8) hours on Monday through Friday, at the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch; the following two (2) hours worked shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, and all hours worked in excess of ten (10) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. The second (night) shift shall work the first eight (8) hours, on Monday through Friday at the applicable Base Wage

Rate, plus fringes, plus \$4.00 per hour worked, with a one-half (1/2) hour unpaid lunch; the following two (2) hours worked shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked; and all hours worked in excess of ten (10) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked.

(a) When either the two-ten (10) or two-twelve (12) hour shift format extends into a weekend, the following shall apply: On Saturdays, the first (day) shift shall work the first ten (10) hours at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes with a one-half (1/2) hour unpaid lunch and all hours worked in excess of ten (10) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. The second (night) shift shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked for the first ten (10) hours per shift, with a one-half (1/2) hour unpaid lunch and all hours worked in excess of ten (10) hours per shift shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked. On Sundays and holidays, the first (day) shift shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes, for all hours worked, with a one-half (1/2) hour unpaid lunch. The second (night) shift shall be paid for all hours worked at two times (2X) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

D. Four (4) – Ten (10) Hour Days Workweek (4-10's)-Monday through Thursday. Employers who wish to institute a workweek consisting of four (4) – ten (10) hour days must observe the following guidelines as set forth below. Failure to do so shall subject the Employer to the provisions contained in Paragraph A of this Schedule 1 regarding work hours and related rates of pay.

(1) The Employer must receive the approval of the Union's Business Manager/Business Agent five (5) days prior to instituting a 4-10's workweek. The Employer must, at that time, inform the Union's Business Manager/Business Agent of the project location, the dates such project will begin to be worked under a 4-10's format and when such project ends, or if the Employer wishes to utilize the 4-10's format on a company-wide basis.

(2) When the 4-10's workweek is in effect, the standard workday shall be an established, consecutive ten (10) hour period between the hours of 6:00 a.m. and 5:30 p.m., exclusive of the one-half (1/2) unpaid lunch period. There shall also be a fifteen (15) minute break in the forenoon and in the afternoon, subject to the provisions of Schedule 4 – Break, Paragraph A of this Agreement.

(3) The 4-10's workweek shall be Monday through Thursday inclusive. The first ten (10) hours worked shall be paid at the applicable Base Wage Rate, plus fringes. All hours worked in excess of ten (10) hours per day or before 6:00 a.m. shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

(4) During a regular 4-10's workweek, in the event that inclement weather or some other conditions beyond the control of the Employer cause a lost day or partially lost day, the Employer must provide a full ten (10) hour make-up day on the Friday of the workweek in question, weather permitting and provided no conditions arise beyond the control of the Employer.

(a) The Friday make-up day is voluntary for all Employees.

(b) In the event that a Monday-Thursday workday is partially or completely lost and Friday is worked as a make-up day, all hours worked up to and including forty (40) hours in that workweek shall be paid at the applicable Base Wage Rate, plus fringes and all hours worked in excess of forty (40) hours in that workweek shall be paid at one and one-half times (1-1/2x) the applicable Base Wage Rate, plus fringes. For example: If on a Thursday, rain halted work after four (4) hours, the first six (6) hours worked on the Friday make-up day would be paid at the applicable Base Wage Rate, plus fringes, and the remaining four (4) hours worked on the Friday make-up day would be paid at one and one-half times (1-1/2x) the applicable Base Wage Rate, plus fringes.

(5) The first ten (10) hours worked on a Saturday of a 4-10's workweek shall be paid at one and one-half times (1-1/2x) the applicable Base Wage Rate, plus fringes, and all hours worked in excess of ten (10) hours per day shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes. On Sundays and holidays, all hours worked shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes.

(6) When a holiday recognized in this Agreement falls within the standard Monday through Thursday workweek, Friday may be worked at the applicable Base Wage Rate, plus fringes, for the first ten (10) hours.

(7) Any Employee who is moved to or from a project where a 4-10's workweek is in effect shall be paid at the wage rates as set forth in Paragraph A of this Schedule 1., plus fringes, for all hours worked in excess of eight (8) hours per day on that project where a 4-10's workweek is in effect for that particular week.

(8) Any change in the 4-10's workweek (be it a change in days or hours worked) must be given at the start of the 4-10's workweek.

(a) Failure to do so shall require that all hours worked outside of the 4-10's workweek format shall be paid at the wage rates as set forth in Paragraph A of this Schedule 1., plus fringes, for all Employees until the start of the next standard Monday through Thursday workweek.

(9) When two-ten (10) hour shifts are utilized in a Monday through Thursday workweek, the following shall apply:

(a) The first (day) shift shall work the first ten (10) hours at the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch and the second (night) shift shall work the first ten (10) hours at the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

(10) When the two-ten (10) hour shift format extends beyond the Monday through Thursday workweek, the following shall apply:

(a) On Fridays and Saturdays (when Friday is NOT a make-up day), the first (day) shift shall work the first ten (10) hours at one and one-half times (1-1/2x) the applicable Base Wage Rate, plus fringes, with a one-half (1/2) hour unpaid lunch; and the second (night) shift shall work ten (10) hours at one and one-half times (1-1/2x) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked, with a one-half (1/2) hour unpaid lunch. All hours worked on either shift in excess of ten (10) hours per shift shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes, with the second (night) shift also receiving \$4.00 per hour worked.

(b) On Sundays and holidays, the first (day) shift shall be paid at two times (2x) the applicable Base Wage Rate, plus fringes, for all hours worked, with a one-half

(1/2) hour unpaid lunch; and the second (night) shift shall be paid for all hours worked at two times (2x) the applicable Base Wage Rate, plus fringes, plus \$4.00 per hour worked, with a one-half (1/2) hour unpaid lunch.

E. Single Off-Hours Shifts. When a normal day shift is not possible due to an owner's request or public safety concerns and work must be done outside of the normal daytime hours specified in this Agreement, the following special conditions below shall apply. It is understood that these single off-hours shift provisions shall apply only where the single off-hours shift is worked in lieu of normal day shift operations - between the hours of 3:30 p.m. and 7:00 a.m. Employees working a normal day shift and also working on a night shift (in whole or in part) for an Employer are not covered under these off-hours shift provisions. For purposes only of defining "consecutive shifts", this means any consecutive full or less than full shifts in any given period between Monday and Sunday.

(1) When the single off-hours shift format is for a period of four (4) consecutive shifts or less, Employees shall be paid, for hours worked on Monday through Friday, at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, for the first ten (10) hours worked and any hours worked in excess of ten (10) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

(2) When the single off-hours shift format is for a period of five (5) consecutive shifts or more, Employees shall be paid, for hours worked on Monday through Friday, at one and one-quarter times (1-1/4X) the applicable Base Wage Rate, plus fringes, for the first eight (8) hours per shift; the following two (2) hours shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes; and any hours worked in excess of ten (10) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes.

(3) When either single off-hours shift format described above (4 shifts or less/5 shifts or more) extends into the weekend, the following shall apply: On Saturdays, the first ten (10) hours worked shall be paid at one and one-half times (1-1/2X) the applicable Base Wage Rate, plus fringes, and any hours worked in excess of ten (10) hours per shift shall be paid at two times (2X) the applicable Base Wage Rate, plus fringes. On Sundays and holidays, all work performed shall be paid at two times (2X)

the applicable Base Wage Rate, plus fringes.

(4) It is understood that when Employees are working on either single off-hours shift format described above (4 shifts or less/5 shifts or more), there will be a one-half (1/2) hour unpaid lunch period. **PLEASE NOTE:** In those instances where the \$4.00 per hour worked shift differential is specified in this Agreement [see Subparagraphs B.(1), C.(2), C.(2)(a), D.(9)(a) and D.(10)(a) and (b) above], it is understood that the shift differential is not to be added to the applicable Base Wage Rate when calculating overtime. The shift differential is to be paid strictly on an hours worked basis only and does not pyramid with overtime hours. It is further understood that the shift differential is not subject to the apprentice percentage rates of pay specified in this Agreement.

F. Not more than one shift shall be allowed on jobs of less than five (5) days duration except in case of emergency, which shall be decided by the General Executive Board of the International Association.

(1) In the event a variance from this Paragraph F. is desired, the Employer may present its request directly to the General Executive Board of the International Association.

G. There shall be no pyramiding of fringe benefit fund contributions, approved deductions or shift differentials, as specified in this Agreement, when overtime hours are worked.

H. **Holidays.** The following shall be recognized as holidays in all Regions of the Union: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; and in Region C only, Veteran's Day (November 11th), is also recognized as a holiday.

(1) When a recognized holiday falls on a Saturday, the Friday immediately preceding shall be designated and observed as the holiday and when a recognized holiday falls on a Sunday, the Monday immediately following shall be designated and observed as the holiday.

(2) No work shall be performed on Labor Day, except to save life or property.

Schedule 2 - WAGES

Section 1. General Provisions. The provisions of this Section 1. shall apply to all work performed within all Regions of the Union.

A. Apprentices. Employer's signatory to this Agreement shall be bound by the current approved Apprenticeship Standards established by the Trustees of the Twin Cities Iron Workers Apprenticeship and Training Fund and by applicable Federal and State law.

(1) All pay rates, including but not limited to starting pay rates and graduated pay increases, and all other terms and conditions of employment of all indentured Apprentices employed within the geographic jurisdiction of the Union shall be as agreed upon by the Trustees of the Twin Cities Iron Workers Apprenticeship and Training Fund, subject only to the following provision:

(a) The starting wage rate for Apprentices shall be seventy percent (70%) of the Journeyman Base Wage Rate, plus all fringe benefits provided for in this Agreement. The Apprentice starting wage rate and subsequent step increases in the Apprentice wage rate shall become effective as of May 1 and November 1 of each calendar year. The initial Apprentice starting wage rate shall only become effective when the prospective apprentice candidate has successfully completed and complied with the apprentice acceptance standards as contained in the Apprentice Trade Standards adopted by the Twin Cities Ironworkers Apprenticeship and Training Fund. These prerequisites include taking the JAC assessment test, appearing for oral interviews before the JAC, passing the drug/alcohol screen and completing the full orientation session and only then becoming a fully indentured apprentice.

B. Stewards. There shall be a job steward on each jobsite who shall be appointed by the Union and the job steward will handle such Union business as may be delegated to them by the authorized Union Representative to see that the terms and conditions of this Agreement are complied with.

(1) The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and further, when Employees are laid off, the job steward will be the last Employee laid off, provided the job steward is capable of performing the work in question.

Section 2. For all work performed within Region A of the Union, the provisions of this Section 2. shall apply.

A. The following Base Wage Rate, Fringe Benefit Fund contributions and approved deductions shall apply during the term of this Agreement:

May 1, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$37.45	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$61.19	\$0.04

June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$36.00	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$61.19	\$0.04

Payroll Deductions:

The Employer is required to deduct, from the Employee's after-tax wages, the following allocated amounts:

\$3.25 per hour worked for the Savings Plan

Five percent (5%) of the Employee's gross wages for the Working Dues-Check Off

\$0.10 per hour worked for the Organizing Dues Check-Off

May 1, 2017

\$2.00 per hour increase, subject to future allocation.....Total Package: \$63.19

May 1, 2018

\$2.00 per hour increase, subject to future allocation Total Package: \$65.19

B. Foreman. The minimum scale for Foreman shall be \$2.50 per hour above the Journeyman Base Wage Rate, plus fringes.

(1) When three (3) or more Employees are employed, one shall be selected by the Employer to act as Foreman and shall receive Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Employees.

(2) **Leadman.** When two (2) or less Employees are employed on a job site, one shall be selected by the Employer to act as Leadman. The minimum scale for a Leadman shall be \$1.00 per hour above the Journeyman Base Wage Rate, plus fringes.

(3) There shall be no restriction on the part of the Union as to the employment of Foremen or Leadmen, except as provided for in Subparagraphs (1) or (2) above. The Employer may employ on one piece of work as many Foremen (pushers) as in its judgment is necessary for the safe, expeditious and economical handling of the same. Foremen (pushers) and Leadmen shall be subject to all the terms and conditions of this Agreement.

C. General Foreman. The minimum scale for General Foreman shall be \$4.00 per hour above the Journeyman Base Wage Rate, plus fringes. Whether to hire a General Foreman will be the Employer's decision.

D. Crew Size. No less than six (6) Employees and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on rigs for structural steel erection, no less than four (4) Employees and a Foreman shall be employed, except as provided for in Article 10 – MANAGEMENT RIGHTS AND EMPLOYEE DISCHARGE of this Agreement.

(1) Riveting gangs shall be composed of not less than four (4) Employees at all times. Heaters shall have their fires going, ready to furnish hot rivets at the regular starting time.

(2) When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang, except where emergencies arise which will require the Foreman to temporarily fill in the gang.

Section 3. For all work performed within Region B of the Union, the provisions of this Section 3 shall apply.

A. The following Base Wage Rate, Fringe Benefit Fund contributions and approved deductions shall apply during the term of this Agreement:

May 1, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$ 32.99	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$56.73	\$.04

June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$31.54	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$56.73	\$0.04

Payroll Deductions:

The Employer is required to deduct, from the Employee's after-tax wages, the following allocated amounts:

\$3.25 per hour worked for the Savings Plan

Five percent (5%) of the Employee's gross wages for the Working Dues-Check Off

\$0.10 per hour worked for the Organizing Dues Check-Off

May 1, 2017

\$2.00 per hour increase, subject to future allocation.....Total Package: \$58.73

May 1, 2018

\$2.00 per hour increase, subject to future allocation Total Package: \$60.73

B. Foreman. The minimum scale for Foreman shall be \$2.50 per hour above the Journeyman Base Wage Rate, plus fringes.

(1) When three (3) or more Employees are employed, one shall be selected by the Employer to act as Foreman and shall receive Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Employees.

(2) **Leadman.** When two (2) or less Employees are employed on a job site, one shall be selected by the Employer to act as Leadman. The minimum scale for a Leadman shall be \$1.00 per hour above the Journeyman Base Wage Rate, plus fringes.

(3) There shall be no restriction on the part of the Union as to the employment of Foremen or Leadmen, except as provided for in Subparagraphs (1) or (2) above. The Employer may employ on one piece of work as many Foremen (pushers) as in its judgment is necessary for the safe, expeditious and economical handling of the same. Foremen (pushers) and Leadmen shall be subject to all the terms and conditions of this Agreement.

(C) **General Foreman.** The minimum scale for General Foreman shall be \$4.00 per hour above the Journeyman Base Wage Rate, plus fringes. Whether to hire a General Foreman will be the Employer's decision.

(D) **Crew Size.** No less than six (6) Employees and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on rigs for structural steel erection, no less than four (4) Employees and a Foreman shall be employed, except as provided for in Article 10 – MANAGEMENT RIGHTS AND EMPLOYEE DISCHARGE of this Agreement.

Section 4. For all work performed within Region C of the Union, the provisions of this Section 4. shall apply.

A. The following Base Wage Rate, Fringe Benefit Fund contributions and approved deductions shall apply during the term of this Agreement:

May 1, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	NDCC
\$32.15	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$55.89	\$0.10

June 5, 2016

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	NDCC
\$30.70	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$55.89	\$0.10

Payroll Deductions:

The Employer is required to deduct from the Employee's after-tax wages, the following allocated amounts:

\$2.50 per hour worked for the Savings Plan

Five percent (5%) of the Employee's gross wages for the Working Dues-Check Off

\$0.10 per hour worked for the Organizing Dues Check-Off

*The Employer agrees to contribute an additional ten cents (\$.10) per hour worked, over and above the Total Package amounts set forth in this Agreement, for all bargaining unit work performed on sites covered by the North Dakota Construction Council (NDCC) and payable to the NDCC in accordance with the terms and conditions contained in the July 1, 2010 Letter of Understanding Relating to the North Dakota Construction Council (NDCC) between the parties to this Agreement.

May 1, 2017

\$2.20 per hour increase, subject to future allocation Total Package: \$58.09

May 1, 2018

\$2.05 per hour increase, subject to future allocation Total Package: \$60.14

B. Foreman. The minimum scale for Foreman shall be \$2.50 per hour above the Journeyman Base Wage Rate, plus fringes.

(1) When three (3) or more Employees are employed, one shall be selected by the Employer to act as Foreman and shall receive Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Employees.

(2) Leadman. When two (2) or less Employees are employed on a job site, one shall be selected by the Employer to act as Leadman. The minimum scale for a Leadman shall be \$1.00 per hour above the Journeyman Base Wage Rate, plus fringes.

C. General Foreman. In the event there are three (3) or more Iron Worker Foremen on the jobsite employed by the same Employer, the Employer shall then appoint a General Foreman in addition to the three (3) or more other Foremen on site and the General Foreman shall receive \$4.00 per hour above the Journeyman Base Wage Rate, plus fringes.

(1) The General Foreman and the Job Superintendent shall reserve the authority to terminate Employees at their discretion.

D. Crew Size. On structural steel erection jobs within all Regions of the Union, four (4) Employees and a Foreman are required. However, on those structural steel erection jobs of eight (8) hours or less of actual erection by a crane (including the unloading and distribution of materials), the number of Employees and Foreman employed shall be left to the discretion of the Employer. (See SUPPLEMENTS – Schedule2–WAGES, Sections 2, 3 and 4 for Foreman requirements)

E. Diver Classification. Employers signatory to this Agreement agree that all underwater (U/W) work in connection with new construction, repair, salvage, revision including photography (stills & video) in connection with this work will be the work of the Ironworker.

(1) All divers reporting to work will furnish their own mask, fins, weight belt, dry or wet suit and safety harness. All other equipment, standard or safety, shall be furnished by the Employer.

(2) Hiring. Any dive crew will consist of: Dive Supervisor and two divers (3 minimum).

(3) Wages. Dive Supervisor: \$50.00 per hour, Diver: \$40.00 per hour. Fringes and subsistence to be in addition to above wages.

(a) Anyone required to dive will be paid divers' rate of pay. These rates will apply to depths of 0 feet to 60 feet. All dives deeper than 61 feet will be negotiable between dive supervisor and Employer.

(b) The above rates shall apply to the hours during which the crew performs underwater work only. All work performed before and after the underwater work shall be at the established rates set forth in this Agreement.

- (4) All other conditions and terms are governed by this Agreement.

Schedule 3 – SHIPPING. The provisions of this Schedule 3 shall only apply to Regions A and B of the Union.

A. Employees shipped to jobs or work out of the jurisdiction of the Union shall transportation, traveling time and expenses, providing they remain on the job thirty (30) days, or until the job is completed, if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular rate for such time or such Employee shall be shipped back to the shipping point with time and transportation paid by the Employer. Employees shipped to any job through the Union and who fail to live up to the Agreement they were shipped under, or refuse to work, shall be held responsible by the Union and the Employer shall be reimbursed by the Union for the actual expenses incurred.

Schedule 4 -BREAK

A. The Employee shall be entitled to a break in the forenoon and afternoon and shall not otherwise hinder the progress of the job. The break shall not exceed ten (10) minutes from the time the Employee stops working until work is resumed and shall be taken in close proximity to the Employee's workstation. Breaks shall be taken at least one (1) hour before lunch and one (1) hour before quitting time, except as noted in Subparagraph A(1)below.

(1) When the Employer establishes a 6:00 a.m. start time, as set forth in Schedule 1 – HOURS OF WORK, Subparagraph A(1), and upon mutual consent of the Union and the Employer, the Employee shall be entitled to take either:

(a) Two (2) breaks of ten (10) minutes each in the forenoon, or

(b) A ten (10) minute break in the forenoon coupled with a forty (40) minute lunch period.

(c) It is understood that when a 6:00 a.m. start time is implemented, there will be no breaks taken in the afternoon.

B. When Employees are required to work a ten (10) hour shift, they shall be entitled to a ten (10) minute break in the forenoon and a fifteen (15) minute break in the afternoon.

C. When Employees are continuously employed for more than ten (10) hours, they shall be entitled to an additional ten (10) minute break for each additional two (2) hours worked.

D. It is understood that all breaks shall be taken under the normal guidelines for breaks as set forth in Paragraph A. above.

Schedule 5 - CALL IN PAY

Section 1. For all work performed within Region A of the Union, the provisions of this Section 1. shall apply.

A. An Employee who is called to work and who reports to work at the regular starting time and for whom no work is provided shall receive a minimum of two (2) hours pay at the applicable rate of pay for so reporting - provided the Employee remains on the job site.

B. An Employee who is called to work and who reports to work at the regular starting time and who commences work shall receive a minimum of four (4) hours pay, at the applicable rate of pay - provided the Employee remains on the job site.

C. When an Employee is called to work, reports to work at the regular starting time, commences work and is prevented from continuing work due to inclement weather only, the Employee shall receive pay, at the applicable rate, for the actual time worked on the job site but in no event shall the Employee be paid less than two (2) hours.

Section 2. For all work performed within Region B of the Union, the provisions of this Section 2. shall apply.

A. When Employees are called to work and not put to work, they shall receive a minimum of two (2) hours pay. If they are called to work and commence work, they shall receive a minimum of four (4) hours pay. The above, however, does not apply in case of inclement weather or because of any factor beyond the control of the Employer. **EXCEPTION:** In the case of inclement weather, when Employees drive more than fifty (50) miles to the jobsite and remain on the jobsite for the two (2) hours, they shall receive the two (2) hours reporting pay.

Section 3. For all work performed within Region C of the Union, the provisions of this Section 3. shall apply.

A. When the Employee is ordered by the Employer or the Employer's representative to report for work and through no fault of the Employee is not put to work, or is employed for less than two (2) hours, the Employer shall pay the Employee

for two (2) hours of time

B. If the Employer directs the Employee to remain on the job during the said two (2) hours, the Employee shall be paid for two (2) hours. On jobs of more than two (2) hours' duration, the Employee shall be paid for the actual hours worked. All Employees are considered as being notified to report to work the following day unless they are specifically notified not to report.

C. The Employer agrees that on a day of bad weather, the Employer shall, when possible, notify the local radio station whether or not work is to be performed. It also shall be the responsibility of the Employee to contact their Ironworker Foreman or the person so designated by the Employer to determine if work is to be performed on that day. If the Employer directs the Employees to report to work under this Section, they shall be paid show-up time regardless of working conditions.

NOTE: The intent of the Union is that show-up time is not payable when the Employee appears for work in an unfit condition, or without proper tools or clothing.

D. Employers failing to cancel a work order will pay Employees two (2) hours show-up time upon proof submitted that they were sent out from the hall.

E. When an Employer orders out Employees for jobs of less than one (1) day's duration, such Employees will receive eight (8) hours compensation.

F. Time Clocks and Brass Checks. When Employees have to use time clocks, brass checks, or any similar devices of other durable materials for the purpose of check in and out of the job, they will not have to do so after normal quitting time. In case of a line up for such checking out, time will be allowed to do so. The Employers shall be the one to determine whether or not such devices shall be used.

Schedule 6-TOOLS AND EQUIPMENT

A. All Employees are required to furnish their own non-power hand tools, such as tool belts, spud wrenches and pliers, etc. All such hand tools so furnished by the Employee shall be in good condition and suitable to perform the work at hand.

(1) Employees employed on ornamental work shall furnish, for their own use, all necessary handtools to enable them to effectively install such work.

B. All such hand tools furnished by the Employee (including consumables such as drill bits, taps, hacksaw blades, etc.) shall be replaced by the Employer within a reasonable time with tools of the same make and model and/or of equal value as those broken, provided that when a tool is broken, the Employee must turn in the broken tool to an authorized Employer representative in order to have it replaced.

C. Tools of the trade, those being exclusively used by iron workers, shall be set up and broke down by iron workers working on the site, which include such items as torches and welders .

D. Employees shall not be held responsible for the loss of tools or equipment in their charge.

E. Employees shall not be required as a condition of employment to furnish their own truck or equipment, including welding machines, burning torches, grinders, etc., nor shall Employees be required as a condition of employment to rent the same to any Employer.

F. Employees when welding shall be furnished suitable replacement of welding gloves when worn out on the job. Protective safety clothing and safety equipment, such as fall protection harnesses and lanyards, welding sleeves or jackets, burning goggles, grinding shields, hard hats, safety glasses, ear protection and traffic safety clothing shall be furnished by the Employer to all Employees. Such clothing and equipment as furnished shall be checked in and out of the Employer's tool room in the same manner as tools and when issued, shall be worn by the Employees involved, shall remain the property of the Employer, and shall be returned to the Employer upon terminationof employment.

G. All necessary tools and clothing furnished by Employees to complete the work at hand and stored in the Employer's change shack, trailer or tool box and are subject to loss from theft by forcible entry, fire, flood or other means shall be replaced by the Employer, at no cost to the Employees, upon notification and presentation of a statement of loss to the Employer or it's representative.

(1) Prior to beginning employment, the Employer may require each Employee to supply a list of all tools and clothing stored or left on the jobsite between working hours in order to be protected by this Section.

H. The Employer shall furnish clean, potable drinking water daily (with ice when needed) and sanitary drinking cups at all times. Water will be located in close proximity to work areas and shall be easily accessible.

I. When a welding certification is required and an Employee is already on the payroll of the Employer requiring the welding certification, the Employee shall be paid for the time spent taking the welding test at the applicable Base Wage Rate, plus fringes.

Schedule 7 -WORK LIMITATION

A. There shall be no limitation placed on the amount of work to be performed by any Employee during working hours.

B. The Union prohibits piecework of any description.

C. No Employee shall be permitted to receive wages for more than one job at the same time.

Schedule 8 - APPRENTICESHIP/TRAINING FUND

A. It is agreed that the Iron Workers Local Union No. 512 Joint Apprenticeship Committee (JAC) Training Program and its regional joint apprenticeship/training subcommittees shall operate under the policies, guidance and supervision of the Trustees of the Twin Cities Iron Workers Apprenticeship and Training Fund.

(1) It is further agreed that all rules and actions approved by the Twin Cities Iron Workers Apprenticeship and Training Fund Trustees and implemented through the Iron Workers Local Union No. 512 JAC Training Program shall be abided by.

B. The Employer and the Union have agreed to the following in order to increase the use of Apprentices and thereby training a sufficient number of Apprentices to meet the needs of the ironworking industry in all its phases.

(1) Any Employer shall be permitted to employ Apprentices on structural, reinforcing and rigging jobs at a ratio of not more than one (1) Apprentice for every four (4) Journeyman on a particular project. However, if a particular project is subject to governmental regulations which specifically affect apprentice/journeyman ratios and the maximum crew size required by a signatory Employer for that particular project may be four (4) or less Employees, the apprentice/journeyman ratio may be altered to allow the Employer to have one (1) Apprentice to three (3) or fewer Journeymen on that particular project.

(2) On ornamental or curtainwall work which is normally performed by two (2) Journeymen, the Employer shall be permitted to employ Apprentices at a ratio of not more than one (1) Apprentice to one (1) Journeyman.

(3) In a sheeting gang, the Employer shall be permitted to employ Apprentices in a ratio not to exceed one (1) Apprentice to two (2) Journeymen.

(4) Apprentices shall be laid off in proportion to Journeyman being employed by the Employer at the time of the lay-off.

(5) Apprentices may be rotated or shifted only for purposes of training in all phases of the ironworking trade.

(a) Apprentices may petition the JAC to shift from one phase of the trade to another upon completion of the required hours in a particular phase, i.e. to shift from reinforcing steel installation to structural steel erection, etc. This may be accomplished by merely shifting the Apprentice within the operations of the original Employer or by assignment to a different Employer. In any event, the JAC shall have the final authority to act upon any such petition.

C. During the term of this Agreement, the parties agree there shall be a mandatory OSHA ten (10) hour training course required for all Employees in the bargaining unit with the training to be provided by the JAC. In addition, all Employees in the bargaining unit are encouraged to complete eight (8) hours of skill upgrade training. The JAC, in conjunction with the Employers, shall provide this training.

(1) It is understood that five cents (\$.05) of the year 2001 settlement amount shall be allocated to defray the expenses of this training.

(2) The Union agrees to continue the same level of safety and MSHA training in Region B as was previously being provided in the former Local 563 prior to the merger of the Locals.

Schedule 9-SUBSISTENCE

Section 1. For all work performed within Region A of the Union, the provisions of this Section 1. shall apply.

A. Subsistence pay shall be paid to the Employee at the rate of fifteen dollars (\$15.00) for each working day on the job, on jobsites located more than forty-five (45) miles but less than sixty-five (65) miles from the central point of the Minneapolis/St. Paul Metro Area, said central point designated as the intersection of Snelling Avenue and Interstate Highway 94 in St. Paul, MN, or where the Employee lives more than forty (40) miles but less than sixty (60) miles from the jobsite.

B. On those jobsites located more than sixty-five (65) miles from the central point of the Minneapolis/St. Paul, MN Metro Area, said central point designated as the intersection of Snelling Avenue and Interstate Highway 94 in St. Paul, MN, or where the Employee lives more than sixty (60) miles from the jobsite and when the Employee does not stay overnight, subsistence pay shall be paid to the Employee at the rate of thirty dollars (\$30.00) for each working day on the job.

C. On those jobsites located more than sixty-five (65) miles from the central point of the Minneapolis/St. Paul Metro Area, said central point designated as the intersection of Snelling Avenue and Interstate Highway 94 in St. Paul, MN or where the Employee lives more than sixty (60) miles from the jobsite and when the Employee stays overnight, subsistence pay shall be paid to the Employee at the rate of sixty dollars (\$60.00) for each working day on the job.

D. On those jobs located twenty five (25) miles or less from the central point of the City of Rochester, MN, said central point designated as the intersection of Second Avenue and Second Street in downtown Rochester, MN, there shall be a subsistence-free work zone. All job sites not within this subsistence-free work zone shall be governed by the applicable paragraphs set forth above and below.

E. On those jobs located ten (10) miles or less from the central point of the City of St. Cloud, MN, said central point designated as the St. Cloud City Hall Building, 400 Second Street South in downtown St. Cloud, MN, there shall be a subsistence-free work zone. All job sites not within this subsistence-free work zone shall be governed by the applicable paragraphs set forth above and below.

F. Subsistence pay shall be paid to the Employee at the rate of fifteen dollars (\$15.00) for each working day on the job, on jobs located more than forty (40) miles but less than sixty (60) miles from the Eau Claire, Wisconsin County Courthouse, or where the Employee lives more than forty (40) miles but less than sixty (60) miles from the job site.

G. On those jobsites located more than sixty (60) miles from the Eau Claire, Wisconsin County Courthouse or where the Employee lives more than sixty (60) miles from the job site and when the Employee does not stay overnight, subsistence pay shall be paid to the Employee at the rate of thirty dollars (\$30.00) for each working day on the job.

H. On those jobsites located more than (60) miles from the Eau Claire, Wisconsin County Courthouse or where the Employee lives more than sixty (60) miles from the job site and when the Employee stays overnight, subsistence pay shall be paid to the Employee at the rate of sixty dollars (\$60.00) for each working day on the job.

I. Mileage shall be determined by the distance traveled on the most direct route by road.

J. When an Employee eligible to receive subsistence under Paragraphs A., B., C., F., G. or H. above, is required to report for work but is unable to work because of inclement weather and other conditions beyond the control of the Employee, the Employee shall receive subsistence pay for that day.

K. When a holiday falls on a Tuesday, Wednesday or Thursday, Employees eligible to receive subsistence under Paragraphs A., B., C., F., G., or H. above, and who have incurred expenses for lodging, meals, etc. in connection with that holiday and have provided receipts to the Employer to substantiate these expenses, shall receive subsistence for that day.

L. If free parking is not available within three (3) blocks of any jobsite and the Employee is required to pay parking, the Employer shall reimburse the Employee at the rate of five dollars (\$5.00) per day for parking effective May 1, 2012. The Employer shall reimburse the Employee at the rate of eight dollars (\$8.00) per day for parking effective May 1, 2017, provided the employee submits a paid receipt within 30 days.

(1) The Employee shall provide the Employer with a receipt for any parking expenses incurred.

(2) No parking fees shall be paid when the Employer provides parking.

Section 2. For all work performed within Region B of the Union, the provisions of this Section 2. shall apply.

A. The understood purpose of the following clause is to reimburse Employees for expenses incurred by them due to the location of the jobsite.

(1) Subsistence shall be paid Employees, at the rate of fifteen dollars (\$15.00) for each day worked on the job, on jobsites located more than thirty (30) miles and less than fifty (50) miles (via the most direct road route) from the nearest point of the city limits of Duluth, MN. If an Employee works any portion of the day, it will be considered a day worked.

(2) Subsistence shall be paid Employees at the rate of thirty four dollars (\$34.00) for each day worked on the job, on jobsites located fifty (50) miles or more, but less than one hundred (100) miles (via the most direct road route) from the nearest point of the city limits of Duluth, MN. If an Employee works any portion of a day, it will be considered a day worked.

(3) Subsistence shall be paid Employees at the rate of fifty dollars (\$50.00) for each day worked on the job, on jobsites located one hundred (100) or more miles (via

the most direct road route) from the nearest point of the city limits of Duluth, MN. If an Employee works any portion of the day, it will be considered a day worked.

(4) Provided, that on those jobsites where Employees might be eligible for subsistence under Subparagraphs (1), (2) or (3) above, no subsistence shall be paid to Employees if their residence is within the mileage limits by the most direct road route to the jobsite.

(5) It is further provided that, where Employees eligible to receive subsistence under Subparagraphs (1), (2) or (3) above, are required to report for work, but are unable to work because of inclement weather or other conditions beyond the control of the Employer, the Employee shall nevertheless receive subsistence for that day.

(6) Provided, that no Employee shall receive subsistence whose residence is outside the jurisdiction of the Union unless it is mutually agreed by the Employer and the Employee.

(7) Provided further that when a holiday falls on a Tuesday, Wednesday or Thursday, the Employee eligible to receive subsistence as above shall receive subsistence for that day.

(8) When Employees are requested to be sent to a job, preference will be given available local qualified Employees whose residence is within thirty (30) miles of the jobsite.

(9) If Employees move their family to within thirty (30) miles of the jobsite, such will be deemed their residence and no subsistence will be paid.

(10) It is the Employee's responsibility to establish to the satisfaction of the Employer, that the Employee's residence is more than thirty (30) miles from the jobsite.

(11) If Employees seek a job at the jobsite, they do not receive subsistence unless it is mutually agreed to by the Employer and the Employee.

Section 3. For all work performed within Region C of the Union, the provisions of this Section 3. shall apply.

A. When the jobsite is more than thirty (30) miles but less than one hundred (100) miles (via the most direct road route) from the Employee's home, the Employee shall receive the following subsistence:

30 to 49 miles -----\$25.00 per day

50 to 69 miles -----\$30.00 per day

70 to 99 miles -----\$40.00 per day

B. When Employees work beyond a 100-miles radius (via the most direct road route) from their home, they shall receive subsistence of \$50.00 per day for each day they are required to report at the jobsite. They shall receive subsistence only when they are expressly instructed by the Employer to report to the jobsite.

C. All such travel shall be on the Employee's time. An Employee shall not receive both subsistence and mileage. Apprentices are to receive the same subsistence and under the same conditions as herein provided for journeymen.

D. Any subsistence or transportation paid under the terms of this Agreement is specifically excluded from wages.

E. The provisions of this Section 3. shall not apply to work on or in connection with any missile project for which special transportation and/or subsistence provisions are negotiated.

F. Mileage shall be determined by the distance traveled on the most direct route by road.

G. When an Employee is eligible to receive subsistence under Paragraphs A. or B. above, is required to report for work but is unable to work because of inclement weather and other conditions beyond the control of the Employee, the Employee shall receive subsistence pay for that day.

H. When a holiday falls on a Tuesday, Wednesday or Thursday, Employees eligible to receive subsistence under Paragraphs A. or B. above, shall receive subsistence for that day.

Schedule 10-SHEAR LUGS

A. No Employee covered by this Agreement shall be required to work on any horizontal surface of structural members on which projections above the flat surface (such as welding studs and shear connections) are present and the Union may refuse to supply Employees for such work.

LETTER OF UNDERSTANDING

The Associated General Contractors of Minnesota Metro Builders and Outstate Builders Division, and International Association of Bridge, Structural and Ornamental Iron Workers Local 512 agree that the Letter of Understanding applies to Article 14 of the 1981, 1982, 1983 Agreement.

The AGC or its Employer member signatory to this Agreement will not sue the Local Union for refusal to require men 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.

William H. Gary

C. E. McKenna

Signed this 17th day of September, 1981.

LETTER OF UNDERSTANDING

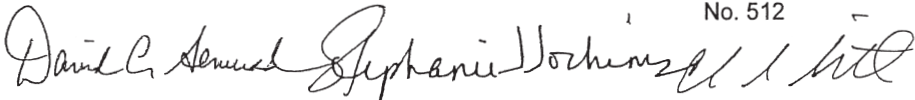
The Associated General Contractors of Minnesota, Inc., (AGC), the Minnesota Steel Erectors Association (MSEA) and Iron Workers Local Union No. 512 (the Union) agree that the Twin City Iron Workers Defined Benefit Pension Plan and the Twin City Iron Workers Health and Welfare Fund adopt a binding arbitration procedure covering any future impasses by those above-named Trust Fund Trustees; provided that such binding arbitration procedures shall take effect on September 1, 2008, and provided further that Management Trustees on the above-named Trust Funds shall withdraw any and all current motions outstanding before the above-named Trust Funds and provided further that there shall be no motions before the above-named Trust Funds which are subject to binding arbitration procedures in the intervening time from May 27, 2004 through August 31, 2006.

AGC/MN, MSEA and the Union reserve the right to consult with their respective legal counsel prior to drafting binding arbitration language, with all the above named parties envisioning language modeled after the American Arbitration Association/International Foundation guidelines.

Associated General Contractors
of Minnesota, Inc.

Minnesota Steel
Erectors Association

Iron Workers
Local Union
No. 512



David C. Semerad

Stephanie J. Jochims

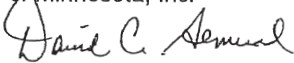
Charles E. Witt

Signed this 7th day of June, 2004.

LETTER OF UNDERSTANDING
RELATING TO
TRUST FUND MERGERS

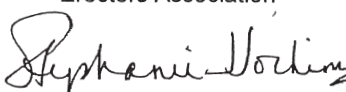
To establish the new area agreement, mergers of the Iron Workers Local Union No. 512, Iron Workers Local Union No. 563 and Iron Workers Local Union No. 793 Trust Funds may be required. These mergers will require actuarial and legal analysis and counsel and will be accomplished under the authority of the Iron Workers Local Union No. 512 Fringe Benefit Funds {known collectively as the Twin City Iron Workers Fringe Benefit Funds} and with notification to existing Trust Fund Trustees in the former Iron Workers Local Union No. 563 and No. 793 areas. The Associated General Contractors of Minnesota, Inc., Minnesota Steel Erectors Association and Iron Workers Local Union No. 512 endorse these mergers when beneficial to all parties and authorize their respective Management and Union Trustees to perform the required actuarial and legal analysis to effect those mergers when desired. This may be accomplished by letters of intent between the parties to this Agreement.

Associated General Contractors of Minnesota, Inc.



David C. Semerad

Minnesota Steel
Erectors Association



Stephanie J. Jochims

Iron Workers
Local Union
No. 512



Charles E. Witt

Signed this 7th day of June, 2004.

Addendum
to the
2004/2007 Collective Bargaining Agreement
between
Associated General Contractors of Minnesota, Inc.
Minnesota Steel Erectors Association
and
Iron Workers Local Union No.512

By action of the General Executive Board of the International Association of Bridge, Structural Ornamental and Reinforcing Iron Workers, effective as of January 1, 2006; Iron Workers Local Union No. 184 of Sioux City, IA, has been dechartered and by further action of the General Executive Board, also effective January 1, 2006, the seven (7) Minnesota counties of Jackson, Lincoln, Martin, Murray, Nobles, Pipestone and Rock have been transferred from the geographic jurisdiction of the former Local 184 (Sioux City, IA) to the geographic jurisdiction of Iron Workers Local Union N. 512 (St. Paul, MN).

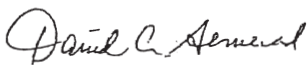
This action by the General Executive Board of the International Association was contemplated by the parties and the seven (7) Minnesota counties named herein were specifically referenced as Region A In Article 4 – Scope of Agreement, Paragraph A , Section 4. of the Collective Bargaining Agreement between the Associated General Contractors of Minnesota, Inc., the Minnesota Steel Erectors Association and Iron Workers Local Union No. 512, effective from May 1, 2004 through April 30, 2007 (hereinafter referred to as the Agreement).

The parties to this Agreement, pursuant to their prior understanding, do hereby acknowledge and affirm that Region D, as referenced in the Agreement, will henceforth become a part of Region A of the Agreement, with all terms and conditions of Region A to apply to all work covered under the Agreement from the date of the transfer of the seven (7) Minnesota counties to Local 512 (May 1, 2006) until the expiration of the Agreement.

Associated General
Contractors of
Minnesota, Inc.

Minnesota
Steel Erectors
Association

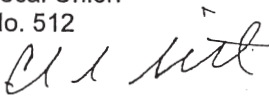
Iron Workers
Local Union
No. 512



David C. Semerad,
Chief Executive Officer



Stephanie J. Jochims,
President



Charles E. Witt,
Business Manager –
Financial
Secretary/Treasurer

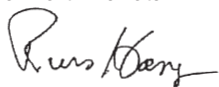
Signed this 21st day of April, 2006.

LETTER OF UNDERSTANDING

The Associated General Contractors of North Dakota, (AGC) and Iron Workers Local Union No. 512 (the Union) agree that the Twin City Iron Workers Defined Benefit Pension Plan and the Twin City Iron Workers Health and Welfare Fund adopt a binding arbitration procedure covering any future impasses by those above-named Trust Fund Trustees; provided that such binding arbitration procedures shall take effect on September 1, 2006, and provided further that Management Trustees on the above-named Trust Funds shall withdraw any and all current motions outstanding before the above-named Trust Funds and provided further that there shall be no motions before the above-named Trust Funds which are subject to binding arbitration procedures in the intervening time from May 27, 2004 through August 31, 2006.

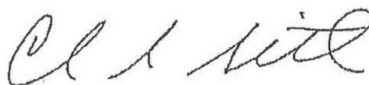
The AGC and the Union reserve the right to consult with their respective legal counsel prior to drafting binding arbitration language, with all the above-named parties envisioning language modeled after the American Arbitration Association/International Foundation guidelines.

Associated General Contractors
of North Dakota



Russ Hanson

Iron Workers Local Union No. 512



Charles E. Witt

Signed this 22nd day of May, 2006.

LETTER OF UNDERSTANDING
RELATING TO
TRUST FUND MERGERS

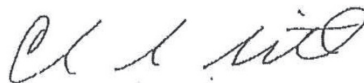
To establish the new area agreement, mergers of the Iron Workers Local Union No. 512, Iron Workers Local Union No. 563 and Iron Workers Local Union No. 793 Trust Funds may be required. These mergers will require actuarial and legal analysis and counsel and will be accomplished under the authority of the Iron Workers Local Union No. 512 Fringe Benefit Funds (known collectively as the Twin City Iron Workers Fringe Benefit Funds) and with notification to existing Trust Fund Trustees in the former Iron Workers Local Union No. 563 and No.793 areas. The Associated General Contractor of North Dakota and Iron Workers Local Union No. 512 endorse these mergers when beneficial to all parties and authorize their respective Management and Union Trustees to perform the required actuarial and legal analysis to effect those mergers when desired. This may be accomplished by letters of intent between the parties to this Agreement.

Associated General Contractors
of North Dakota



Russ Hanson

Iron Workers Local Union No. 512



Charles E. Witt

Signed this 22nd day of May, 2006.

**LETTER OF UNDERSTANDING
RELATING TO THE
NORTH DAKOTA CONSTRUCTION COUNCIL (NDCC)**

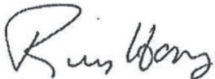
The Associated General Contractors of North Dakota and Iron Workers Local Union No. 512 agree to adopt the guidelines and practices of the North Dakota Construction Council (NDCC) in order to maintain and improve jobsite safety on projects covered by NDCC. It is therefore agreed that all signatory Employers will be bound by the terms and conditions set forth below.

The Employer agrees to contribute, for work hours occurring on or after July 1, 2010 and which are performed on sites covered by the NDCC, the amount of ten cents (\$.10) per hour to the North Dakota Construction Council (NDCC), 1637 Burnt Boat Drive, Bismarck, ND, 58502, payable to the NDCC. It is further agreed that the amounts due to the NDCC are in addition to the Total Package amounts set forth in the Collective Bargaining Agreement between the parties to this Letter of Understanding.

Such contributions are to be remitted to a depository established by the Board of Directors of the NDCC and shall be payable on the same terms and conditions governing the payment by the Employer of contributions to other employee fringe benefit funds provided for in the Collective Bargaining Agreement between the parties to this Letter of Understanding. Contributions to the NDCC will be reported and remitted to Wilson-McShane Corporation, 3001 Metro Drive, Suite 500, Bloomington, MN, 55425-1412, who shall, in turn, transmit such NDCC contribution amounts to the proper depository.

The terms of the agreement and Articles of Incorporation and Bylaws establishing the NDCC are hereby incorporated herein by this reference.

Associated General Contractors
Of North Dakota



Russ Hanson
Executive Vice President

Iron Workers Local Union No. 512

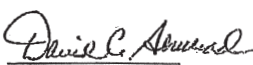


Charles E. Witt
Business Manager -
Financial Secretary/Treasurer

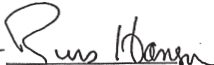
Signed this 5th day of July, 2010

**LETTER OF UNDERSTANDING
RELATED TO THE DEFINED BENEFIT PENSION**

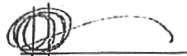
The Union agrees to meet and confer with the AGC/MSEA to explore the development of hybrid pension solutions to respond to changing conditions and non-union competition. Nothing in the this Letter of Understanding shall require the Union to agree to any Employer or Employer Association proposal; or agree to modify the Collective Bargaining Agreement in any way. Further, nothing in this Letter of Understanding shall require the parties to meet and confer on issues that are properly within the authority of the Trustees of the Twin City Iron Workers Fringe Benefit Funds.



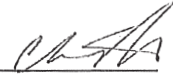
AGC MN
David Semerad



AGC ND
Russ Hanson



MSEA
Heidi Gunderson

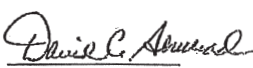


Local 512
Charles Roberts

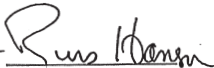
Signed this 17 day of APRIL, 2013.

**LETTER OF UNDERSTANDING
RELATED TO HEALTH AND WELFARE FUND**

The Union agrees to meet and confer with the AGC/MSEA In the event of ACA penalties or health insurance exchange options occur. Nothing In the this Letter of Understanding shall require the Union to agree to any Employer or Employer Association proposal or agree to modify the Collective Bargaining Agreement in any way. Further, nothing in this Letter of Understanding shall require the parties to meet and confer on issues that are properly within the authority of the Trustees of the Twin City Iron Workers Fringe Benefit Funds.



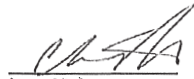
AGC MN
David Semerad



AGC ND
Russ Hanson



MSEA
Heidi Gunderson



Local 512
Charles Roberts

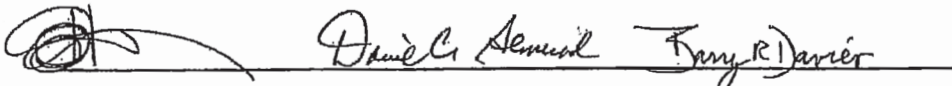
Signed this 17 day of APRIL, 2013.

Letter of Understanding

Relating to Employer/Employee Mandates

AGC of Minnesota, AGC of North Dakota, Minnesota Steel Erectors Association and Ironworkers Local 512.

The parties agree that in the event of state, county or city ordinances requiring employer/employee mandates allowing for a collective bargaining exemption, the parties agree to meet for the purpose of specifically addressing said exemption.



MSEA AGC/MN Local 512

Heidi Gunderson

David Semerad

Barry R. Davies

Signed this 21st day of June, 2016.

This Collective Bargaining Agreement shall be executed in four (4) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

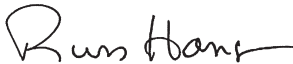
IN WITNESS WHEREOF, the parties have executed this Collective Bargaining Agreement as of this 17th day of July in the year 2016.

**ASSOCIATED GENERAL CONTRACTORS
OF MINNESOTA, INC.**



By: David C. Semerad,
Chief Executive Officer

**ASSOCIATED GENERAL CONTRACTORS
OF NORTH DAKOTA**



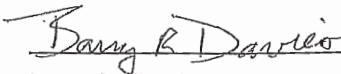
By: Russ Hanson,
Executive Vice President

MINNESOTA STEEL ERECTORS ASSOCIATION



By: Heidi A. Gunderson,
President

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS
LOCAL UNION NO. 512**



Barry R. Davies
Business Manager-
Financial Secretary/Treasurer

IN WITNESS HEREOF, the Union and the Employer have hereto affixed their
respective hands and seals this _____ day of _____ in the year _____
Date Month Year

Company Legal Name

Company Address

City

State

Zip Code

Phone

Fax

Signature

Printed Name

Title

International Association of Bridge, Structural, Ornamental and
Reinforcing Iron Workers Local Union No. 512
851 Pierce Butler Route
St. Paul, MN 55104

Barry R. Davies
Business Manager-
Financial Secretary/Treasurer

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