

METRO AREA HIGHWAY HEAVY AGREEMENT

BETWEEN

THE INDEPENDENT CEMENT MASONS CONTRACTORS
HIGHWAY, RAILROAD AND HEAVY CONSTRUCTION

AND

MINNEAPOLIS AND ST. PAUL
HIGHWAY/HEAVY DIVISION
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

AND

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

(MAY 1, 2017 through APRIL 30, 2020)

AGREEMENT

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

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

ARTICLE 1 - CONSIDERATIONS FOR AGREEMENT

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

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

ARTICLE 2 - DESIGNATION OF PARTIES

A. The Companies signatory to this Agreement, hereinafter called Employers or Contractors, are a party to this Agreement and agree to be bound to the terms of this Agreement. They are parties hereto as principals, but their status is several and not joint.

B. The Labor organization on its own behalf and on behalf of the Employees whom it represents and on whose behalf it is recognized or to be recognized hereunder is party hereto. The status of said Union is dual, in that it is party hereto as principal and also as agent for the Employees whom it represents and on whose behalf it is recognized or to be recognized as hereinafter provided.

ARTICLE 3 - UNION RECOGNITION

The Employers hereby recognize each of the Unions to which the Contractor has agreed to be bound, as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement, in respect to rates of pay, wages, hours of employment and fringe benefits, where applicable, and other conditions of employment. The respective Unions are hereby recognized hereunder by the Employers as the sole and exclusive bargaining representative of the Employees respectively represented by them. The respective Unions represent that they are qualified for such recognition.

ARTICLE 4 - SCOPE OF AGREEMENT

This Agreement shall govern work done in areas defined as follows: All of the following counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, McLeod, Mille Lacs, Ramsey, Sherburne, Sibley, Scott, Washington, Wright and that part of Pine county south of the northern boundaries of Dell Grove, Sandstone and Danforth townships.

ARTICLE 5 - UNION SECURITY

Each of the Unions recognized under Article 3 of this Agreement shall be entitled to union security to the extent that each Employee in the collective bargaining unit represented by such Union shall, on the eight (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this

Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment.

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

Each of the Unions shall be entitled to approach individual Employees for organizational purposes as provided by law. All organizational functions must be pursued during that period which will not conflict with the Employer's work.

ARTICLE 6 - HIRING

A. When the Employer needs cement masons, they will notify and give the Union equal opportunity to supply such additional employees.

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

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

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

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

F. Both parties agree to participate in the LUC drug/alcohol program on a non-mandatory basis. Employers may require drug and alcohol testing of employees and applicants for employment, including random testing, if the employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statutes.

ARTICLE 7 - INSURANCE AND TAXES

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

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

ARTICLE 8 - CONFLICTING AGREEMENTS

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

In the event the Unions signatory hereto enter into any agreement with any individual Employer or group of Employers competing in the Highway and Heavy construction industry which provides for terms and conditions of employment more favorable to said Employer than herein provided, these more favorable terms and conditions may, at the option of the Employers signatory hereto,

be implemented as a part of this contract, provided the AGC-Basic Trades Liaison Committee has first met and studied the evidence and is convinced the Union has, in fact, given better conditions or wages to the other party. In the event the AGC-Basic Trades Liaison Committee deadlocks, the arbitration procedure in the grievance article will be followed to reach a final decision.

ARTICLE 9 - VIOLATIONS OF AGREEMENT

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

ARTICLE 10 - DISCHARGE

Management may discharge any Employee whose work in Management's discretion is unsatisfactory or who fails to observe reasonable rules, regulations or safety precautions prescribed by the Employer or any governmental agency.

ARTICLE 11 - SETTLEMENT OF DISPUTES

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

2. If a satisfactory settlement cannot be reached within five (5) working days the matter may be brought to the AGC-Basic Trades Disputes Board, if both parties agree in writing. In such case the grieving party shall submit a written statement of the claim and facts of the matter to other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee.) Both parties must sign Agreement to bring matter to Disputes Board. Both parties must sign the document binding them to Board decision. If either party does not attend meeting after signing above and being notified of the meeting date and time, a decision will be rendered though they are not present.

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

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

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

4. Should the Disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the Joint Disputes Board then the matter may be referred to a Board of Arbitration that shall operate in the following manner:

The Union shall appoint an Arbitrator and the Employer shall appoint an Arbitrator within ten (10) working days and the two Arbitrators thus selected shall appoint a Neutral Chairman. In the event of the failure of the Arbitrators selected by the parties to agree on the Neutral Chairman within

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

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

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

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

ARTICLE 12 - MANAGEMENT

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

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

ARTICLE 13 - SAFETY

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

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

ARTICLE 14 - PICKETS, BANNERS AND STRIKES

The Employer shall not require an Employee to go through a primary picket line or banner to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee decides not to cross a primary picket line or banner. This clause shall not apply to secondary picket lines or banners and it shall not apply to jurisdictional picket lines or banners. (See Article 26 - Letter of Understanding)

ARTICLE 15- STRIKES, LOCKOUTS, WORK INTERFERENCE

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

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

ARTICLE 16 - SUBCONTRACTORS

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

The subcontractor agrees to comply with the provisions relating to wages, health and welfare, pension, savings and premium pay of the current collective bargaining agreement in the construction industry entered into between the Highway, Railroad and Heavy Construction Industry of Minnesota and the Union for the duration of such prime Contractor's or Employer's project.

The Agreement of the Subcontractor to so comply shall apply:

1. Only to those collective bargaining agreements which cover the classification of work in which the Subcontractor has Employees working; and
2. Only to work performed on the project.

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

1. With respect to work located in territorial areas covered by the terms of the respective Union Agreements; and
2. Where the subcontractor does not represent to the Employer that it has an established building trades collective bargaining relationship covering the affected classification of work.

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

ARTICLE 17 - UNION REPRESENTATIVES

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

It is mutually agreed that the Local Unions will notify the Employer's Association in writing, listing the Union's authorized Representatives who will deal with the various Employers, make commitments for the Local Unions generally, and, in particular, those individuals having the sole authority to act for the Local Unions in calling or instituting strikes or any stoppage of work. The Unions may, from time to time, amend its listing of authorized Representatives by certified mail. Unless and until this notification has been complied with, any strike is illegal. It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

ARTICLE 18 - ROTATION OF EMPLOYEES

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

ARTICLE 19 - PAYROLL RECORDS

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

ARTICLE 20 - APPLICATION OF WAGE RATES

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

ARTICLE 21 - PAYDAY AND WAGE PAYMENT

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

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

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

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

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

ARTICLE 22 - FRINGE BENEFITS

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

1. Contributions are to be paid on one check with all other fringes to an administrative agency as designated by the trustees.
2. Reporting forms and instructions are to be standardized with other basic trades.
3. Contributions are to be paid on an hourly basis on all hours worked and not to be pyramided. Example: If hourly wage is \$3.00 plus 10 cents fringe, time and one-half overtime rate equals \$4.50

plus 10 cents fringe. On shift work, contributions are to be paid on the same proportionate hourly basis as hours worked to hours paid.

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

5. Delinquencies:

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

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

c) If an Employer becomes delinquent for a particular month (as provided in (a) above) as to any or all of the Trust Funds, and if the report and the full payment due for such work month (including liquidated damages) are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date, such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or surety bond in form satisfactory to the Trustees and in the face amount of \$7,500, which shall cover all the Trust Funds and assure payment of all sums called for by this Agreement in the event of the Employer's subsequent delinquency as to any and all of the Trust Funds, and which shall be kept in force and maintained in the full face amount for a period of not less than 12 consecutive calendar months during which no further delinquency has occurred on the part of such Employer. The Union shall refuse to supply cement masons and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain such bond.

d) Illustration of clauses (a), (b) and (c) above: If an Employer's report and payment for the January work month have not been postmarked before February 16, such Contractor becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 16, the Employer must then post a \$7,500 bond in addition to reporting and paying the full amount due.

e) The Delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust funds in collecting the amount due. Trustees at their discretion may reimburse (from the fund) the Union for picketing and banner expenses actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds.

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

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

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

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

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

7. SICK LEAVE: It is the mutual intent of the Employer and the Union that the wage package described in the Agreement, including but not limited to the savings plan, shall satisfy any present or future city ordinance, and/ or state or federal law or regulation that addresses paid sick time or other paid leave or time off. Employer and Union further agree that this paragraph is intended as an express exemption from any city ordinance on earned sick time and paid time off, and an express exemption from any other city ordinance, and / or state or federal law or regulation. In the event that the employer is required to accrue or award paid sick time or other paid leave or time off under any city ordinance, and / or state or federal law or regulation, the Employer and Union shall meet and confer over such effects with the goal of reaching a mutually agreeable solution that is in the spirit of this paragraph.

Workers' Compensation Program

AGC of Minnesota and Cement Masons Local 633 hereby agree to enter into an Agreement and Declaration of Trust for the establishment of the AGC of Minnesota-Basic Construction Crafts Workers' Compensation Fund (hereinafter "the Fund") to provide workers compensation benefits to eligible employees under this Collective Bargaining Agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees and will be funded from contributions from employers on behalf of employees covered by this Collective Bargaining Agreement.

The operation of the Workers' Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the trustees, and the parties hereby designated as their representative on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and

Declaration of Trust. The parties hereto agree to be bound by the delinquency collection procedures established by the trustees of the Fund, as may be revised from time to time.

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

ARTICLE 23 - SAVINGS CLAUSE

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

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

ARTICLE 24 - ENTIRE UNDERSTANDING

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

ARTICLE 25 - DURATION

A. All terms of this Agreement shall remain in effect from May 1, 2017 through April 30, 2020.

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

ARTICLE 26 - LETTER OF UNDERSTANDING

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

SCHEDULES

SCHEDULE 1

List of Contractors

SCHEDULE 2 - HOURS OF WORK

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work.

All work exceeding the standard eight (8) hour day and Saturday will be considered as overtime and paid at the rate of time and one-half (1 1/2). Sundays and legal holidays shall be paid at the rate of double time. Where work is required on running repairs or maintenance of equipment on Sunday or on the named holidays, such work shall be paid for at one and one half (1 1/2) times.

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

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

SCHEDULE 3 WAGES AND CLASSIFICATIONS

CLASSIFICATION:

1. Cement Masons
2. Leadman (+\$2.50)
3. Leadman (on crews where the majority of the Journeymen are performing work requiring premium pay) (+\$2.75)
4. Cement Mason with OSHA-10 certification and at least 24 hours of Journeyman Upgrade training, increase to be added to above categories

WAGES - Effective MAY 1, 2017

CLASS	BASIC WAGE	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	FCF**	TOTAL	IPF*
1	37.60	7.48	1.25	9.87	(4.24)	.47	.02	56.69	.04
2								58.64	.04
3								60.59	.04
4									.04

Total compensation for wages increased \$1.95 on May 1, 2018; and to increase \$1.95 on May 1, 2019.

The base wage before the deduction of savings is the straight time wage used in determining overtime rate of pay.

Each Employer shall deduct the sum of \$4.24 per hour, or amount allocated, for each hour worked by employees covered by this Labor Agreement for a savings fund established by AGC and the Union. The savings is taxable and shall be sent to Zenith Administrators.

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

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

Effective May 1, 2017 the parties agree to participate in and fund the Fair Contracting Foundation of Minnesota (FCF) through a Labor-Management Cooperation Committee Trust Fund, pursuant to Sec.

6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175a and Sec. 302(c)(9) of the Labor Management Relations Act, as amended.

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

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

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

" The scope of FCF powers and operation shall be limited to prevailing wage and public bidding compliance for non-signatory contractors. FCF shall not engage in lobbying and involvement in trade jurisdiction disputes. The FCF shall sunset on April 30 2020."

All Health and Welfare, HRA, Pension, Savings, Training, FCF, and IPF contributions are to be sent to: Zenith American Solutions, PO Box 295, Minneapolis, Minnesota 55440.

In the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health & Welfare Plan, as described in Article 22, shall be applied to any cost incurred by the Employer and/or the employees covered hereunder in connection with such National Health Plan. If the current Employer contribution is in excess of the cost of such National Health Plan, then at the discretion of the employees, the difference shall become a contribution to either a supplemental health plan or one of the existing Pension Plans.

Where predetermined (or Davis-Bacon) rates are low or non-existent the employer shall pay the higher of the Pre-D rate or 85% of the Union scale plus full fringes on projects, except Heavy Industrial, in: Mille Lacs County, Kanabec County, Southern Pine County, North 1/2 Isanti County (north of a line which is the easterly extension of the southern boundary of Benton & Mille Lacs Counties to the St. Croix River), McLeod County, Sibley County, and North 1/2 Chisago County (north of a line which is the easterly extension of the southern boundary of Benton & Mille Lacs Counties to the St. Croix River).

There shall be no reduction applied to projects in: Hennepin County, Ramsey County, Washington County, Dakota County, Scott County, Carver County, Anoka County, Wright County, Sherburne County, South 1/2 Chisago County, and South 1/2 Isanti County, except when it is mutually agreed between the Union and the Employers that such a reduction is necessary.

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

Where five (5) or more journeymen cement masons are employed on a crew, and additional masons are needed, the firm shall employ one apprentice company wide if available through the local union.

NOTE 1: When, as and if the Employer is required to make additional contributions into Health and Welfare, Pension, Savings, and Training funds, the contributions shall operate to reduce the wage rate by a like amount.

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

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

NOTE 4: All apprentices in the above classifications shall be governed by the existing provisions of the Cement Masons and Plasterers Local 633 Joint Apprenticeship Committee Standards.

SCHEDULE 4 - SUNDAYS AND HOLIDAYS

Work performed on Sunday and/or the following holidays shall be paid for at the rate of two (2) times the basic rate of wages. The following shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such legal holidays. When a legal holiday is on a Saturday, Friday will be designated and celebrated as the legal holiday. When a holiday is on a Sunday, Monday will be designated and celebrated as the legal holiday.

SCHEDULE 5 - LEADMAN

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

SCHEDULE 6 - SHIFTS AND CALL IN PAY

Employees shall receive full time pay for all the time spent in the service of Employers. There shall be no split shifts. When an Employee is called to work, he/she shall receive two hours pay if not put to work. If the Employee is called to work, and commences work, he/she shall be guaranteed four (4) hours pay. If Employees work more than four (4) hours, they shall be guaranteed a minimum of eight (8) hours pay.

These provisions, however, are not to be effective when work is unable to proceed because (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; (3) Acts of God including weather conditions, will not permit work; and (4) major equipment failure beyond the control of the contractor that prevents the cement masons from working.

On Slip Form construction, two shifts may be used consisting of twelve (12) hours per shift, eight (8) hours straight time and four (4) hours of overtime at time and one-half (1 1/2), Monday through Friday. A minimum of three (3) consecutive days shall be required.

SCHEDULE 7 - ADMIXTURES

The Employer agrees that no admixture shall be added to concrete without the knowledge of the Cement Masons on the job. The Employer further agrees that from May 1 to September 1, calcium chloride shall be restricted to use only when necessary.

SCHEDULE 8 - UNFINISHED WORK

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

SCHEDULE 9 - CEMENT MASONS ON THE JOB

One or more Cement Masons shall be on the job before concrete requiring rodding, screeding, floating, or finishing is placed or composition, emulsion mastic, or any other type of flooring material belonging to the jurisdiction of the craft is placed.

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

SCHEDULE 10 - FURNISHING MATERIALS AND GEAR

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

SCHEDULE 11 - INTERNATIONAL UNION

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

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

SCHEDULE 12 - JOINT VENTURE

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

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

SCHEDULE 13 - STEWARDS

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

SCHEDULE 14 - SAVINGS PLAN AND VACATION

A. Savings Plan: Each Employer agrees to deduct from the Employee's net pay and contribute into the Savings Plan the amount specified in Schedule 3. Each Employee shall be issued a check by the Fund Administrator on or about each September 1st for the amount he has accrued during the preceding July 1st through June 30th period. The Savings Plan shall be governed by the terms of the Trust Agreement as well as the provisions of Article 22.

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

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

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

SCHEDULE 15 - FRINGE BENEFIT PAYMENTS IN OTHER AREAS

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

SCHEDULE 16 - STACKS, CHIMNEYS AND SILOS

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

Premium pay will apply only to hours worked and will apply to field construction by jump and slip method of hollow concrete columns, such as chimneys, silos and bins exclusive of multiple-

celled silos as used in cement and grain storage. The provisions of this Agreement shall include the construction and repair of chimneys and chimney liners of any material normally installed by the signatory craft.

SCHEDULE 17 - CEMENT MASON - RECOGNITION OF

Operative Plasterers and Cement Masons International Association of the United States Local Union 633, Collective Bargaining Unit, is recognized pending NLRB certification as per Article 3 (Union Recognition) covering all Employees of the Employers named in Schedule 1, employed in the territorial area designated in Article 4 (Scope of Agreement), in the job classification listed in Schedule 3 - Wages and Classifications.

SCHEDULE 18 - DEFINITION OF WORK

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

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

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ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

Tim Worke

CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633

David Schutta, Business Manager

Jarrold Asleson, President/ Business Agent

Brian Gullickson, Business Agent

Chad Morris, Business Agent

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Notes

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

(EXPIRES APRIL 30, 2020)

THE EMPLOYER HEREBY ACKNOWLEDGES RECEIVING A COPY OF SAID AGREEMENT.
The Employer and the Union agree to comply fully with all of the provisions as set forth in the said Agreement as if the same were fully set out herein.

This Agreement may be executed in counterparts, the parts constituting one and the same instrument. Delivery of an executed signature page electronically or by copy shall be effective as delivery of a manually executed counterpart hereof.

CEMENT MASONS, PLASTERERS AND SHOPHANDS
LOCAL NO. 633

By: Dave Schutta
Dave Schutta, Business Manager

Date: 7/21/2017

ASSOCIATED GENERAL CONTRACTORS OF
MINNESOTA

By: Mike Schechter
Mike Schechter, General Counsel

Date: 28 July 2017