

AGREEMENT BETWEEN
HIGHWAY, RAILROAD AND HEAVY CONSTRUCTION
DIVISION
OF
ASSOCIATED GENERAL CONTRACTORS OF
MINNESOTA
AND
NORTH CENTRAL STATES REGIONAL COUNCIL OF
CARPENTERS



2017*2018*2019

(EXPIRES APRIL 30, 2020)

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THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2 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 between or involving such parties on construction work 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 promises to establish, maintain, and promote sound and harmonious labor relations.

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

ARTICLE 2 – DESIGNATION OF PARTIES

- A. Associated General Contractors of Minnesota (hereinafter called AGC), and affiliated organizations are a party to this Agreement in a representative capacity and as agent only, acting on behalf of certain of its members who have agreed to be bound to the terms of the Agreement through AGC, and on behalf of such additional Employers as may execute identical counterparts. The AGC is entitled to recognition in such capacity, as agent and collective bargaining representative for the Employers who are or may become parties hereto, for all purposes of this Agreement including its right in such capacity to represent such Employer parties before NLRB or otherwise pursuant to and/or in aid, support, or enforcement of the terms and provisions of this Agreement.
- B. The AGC members who have agreed to be bound to the terms of this Agreement through the AGC, or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals but their status is several and not joint.

Such parties shall be bound by this Agreement unless the Council is notified in writing by those dissenting within thirty (30) days of the signing of this Agreement.

- C. The labor organizations on their own behalf and on behalf of Carpenters, Pile Drivers, and their Apprentices whom they represent and on whose behalf they are recognized (hereinafter called the Union) are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided.

ARTICLE 3 – MILLWRIGHT JURISDICTION

While not a part of this Contract it is understood that the Twin City Millwright Local #548 has been granted by their International Union, jurisdiction over all the State of Minnesota south of the north lines of Traverse, Grant, Douglas, Todd, Morrison, Mille Lacs, Kanabec and Pine counties.

All counties north of the south line of Carlton, Aitkin, Cass, Crow Wing, Otter Tail, Wadena and Wilkin counties in which jurisdiction belongs to Virginia Millwrights Local #1348.

ARTICLE 4 – 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 Employer as the sole and exclusive bargaining representatives of the employees respectively represented by them. The respective Unions represent that they are qualified for such recognition.

ARTICLE 5 – SCOPE OF AGREEMENT

This Agreement shall govern all work done in the area defined as follows: (See wage district map).

AS OF MAY 1, 2017

DISTRICT 1 - Consisting of Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington and Wright Counties and in Wisconsin: That area West of a line starting at St. Croix Falls, Highway 8 to Highway 65, then Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings, Minnesota.

DISTRICT 2 - Consisting of the Counties of Aitkin, Cass, Carlton, Cook, Crow Wing, Itasca, Kanabec, Koochiching, Lake, Mille Lacs, Morrison, Pine, St. Louis, Todd and Wadena. Also in Wisconsin, Douglas County, and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, includes the cities of Drummond and Herbster.

DISTRICT 3 - Consisting of Blue Earth, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, LeSueur, Mower, Nicollet, Olmsted, Rice, Sibley, Steele, Wabasha, Waseca, and Winona Counties.

DISTRICT 4 - Consisting of Becker, Beltrami, Big Stone, Brown, Chippewa, Clay, Clearwater, Cottonwood, Douglas, Grant, Hubbard, Jackson, Kandiyohi, Kittson, Lac Qui Parle, Lake of the Woods, Lincoln, Lyon, Mahnommen, Marshall, Martin, McLeod, Meeker, Murray, Nobles, Norman, Otter Tail, Pennington, Pipestone, Polk, Pope, Red Lake, Redwood, Renville, Rock, Roseau, Stevens Swift, Traverse, Watonwan, Wilkin, and Yellow Medicine Counties.

AS OF APRIL 30, 2020

DISTRICT 1 - Consisting of Anoka, Benton, Blue Earth, Carver, Chisago, Dakota, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Hennepin, Houston, Isanti, LeSueur, Mower, Nicollet, Olmstead, Ramsey, Rice, Scott, Sherburne, Sibley, Stearns, Steele, Wabasha, Waseca, Washington Winona, and Wright Counties and in Wisconsin: That area West of a line starting at St. Croix Falls, Highway 8 to Highway 65, then Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings, Minnesota.

DISTRICT 2 - Consisting of the Counties of Aitkin, Cass, Carlton, Cook, Crow Wing, Itasca, Kanabec, Koochiching, Lake, Mille Lacs, Morrison, Pine, St. Louis, Todd and Wadena. Also in Wisconsin, Douglas County, and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, includes the cities of Drummond and Herbster.

DISTRICT 3 - Consisting of Becker, Beltrami, Big Stone, Brown, Chippewa, Clay, Clearwater, Cottonwood, Douglas, Grant, Hubbard, Jackson, Kandiyohi, Kittson, Lac Qui Parle, Lake of the Woods, Lincoln, Lyon, Mahnomen, Marshall, Martin, McLeod, Meeker, Murray, Nobles, Norman, Otter Tail, Pennington, Pipestone, Polk, Pope, Red Lake, Redwood, Renville, Rock, Roseau, Stevens Swift, Traverse, Watonwan, Wilkin, and Yellow Medicine Counties.

ARTICLE 6 – UNION SECURITY

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 eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment.

The Employer will be required to dismiss employees who refuse to comply with this Union Shop provision after written notification by a bonafide representative of the Union to a responsible representative of the Employer on the job. Each of the Unions shall be entitled to approach individual employees for organizational purposes as provided by law.

This Article shall be enforceable only to the extent allowed under applicable state and federal law, and shall under no circumstances be interpreted or utilized for any purpose in violation of 2015 Wisconsin Act 1, subject to modification or repeal by legislative act and subject to any court decision rendering 2015 Wisconsin Act 1 ineffective, in whole or in part.

ARTICLE 7 – INSURANCE AND TAXES

- A. The Employer agrees to carry any and all insurance and pay all applicable taxes as required by applicable State and Federal laws.
- B. The Employer further agrees to pay the State Workmen's 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 work, exclusive of maintenance and repair shops, with their employees on whose behalf any of the Unions have been granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

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

In the event that the Employer deliberately violates the provisions of the foregoing Article or deliberately violates any provisions of this Agreement relating to wages, hours of work, overtime differentials and savings, any back pay owed to the employee because of such violation shall be paid by the Employer at the rate of two times the standard straight time and overtime rates. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provision, and in such case the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and overtime rate.

ARTICLE 10 – SETTLEMENT OF DISPUTES

1. Any controversy over the interpretation of or adherence to the terms of this Agreement shall first be attempted to be resolved between the Union and the Employer. Any controversy or grievance shall be deemed to be waived unless submitted in writing within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance.
2. If a satisfactory settlement cannot be reached within five (5) working days the matter may be brought to the AGC-Basic Trades Disputes Board, if both parties agree in writing. In such case the grieving party shall submit a written statement of the claim and facts of the matter to other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee).

Both parties must sign the Agreement to bring the matter to Disputes Board. Both parties must sign the document binding them to the Board decision. If either party does not attend the meeting after signing the above agreement 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 decision of the Disputes Board shall be final and binding on the parties.

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

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 a 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 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 for hearing, 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 his 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 a final decision has been reached hereunder.

ARTICLE 11 – MANAGEMENT

Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with employees; to reduce or increase the number of employees needed on each project, crew, activity or piece of equipment. Management has the right to determine reasonable employment qualifications of employees and may discharge any employee whose work is unsatisfactory or who fails to observe reasonable regulations or safety precautions prescribed by the Employer or any governmental agency. The employee shall use any tool, equipment, machinery, new materials, products or procedures of his craft required by the Employer.

ARTICLE 12 – SAFETY

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

- B. To this end the Employer shall from time to time issue rules or notices to his 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 13 – LOCKOUTS, PICKETS AND STRIKES

- A. The Union and the Employer agree that there will be no strike, work stoppage walkout or other interference with the Employer's business affairs by the Union or member thereof, and there shall be no lockout during the life of this Agreement without first giving the Employer or Union forty-eight (48) hours' notice, and sending the dispute through the procedure established in Article 9.
- B. The Employers shall not require any 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 decided 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.
- C. The Unions agree there shall be no cessation of work or any recognition of picket lines of any Union, without first giving notice to the Employer.
- D. The Union will not honor any jurisdictional banner.
- E. Spread-work tactics, slow down, stand-by crews; forcing of overtime is condemned by both parties.

ARTICLE 14 – SUBCONTRACTORS

- A. If an Employer subcontracts work to be performed at the job site that is covered by the scope of this Agreement, the Employer shall require the subcontractor to be signatory to this Agreement.
- B. With timely notice from the Employer, the Union and Employer agree to have a discussion in good faith with the employer in the event that (1) no union bids are received or (2) union subcontractor bids are nonresponsive regarding economics, schedule, safety, availability of workforce, or legal status. In order for an exception to Paragraph A of this Article to be granted for a project, the Union and Employer must agree in writing to the exception.

ARTICLE 15 – UNION REPRESENTATIVES

Authorized Representatives of the Union may visit the job during working hours, but shall first make a reasonable effort to contact the job superintendent, or whoever is in charge of the job. In the event neither is available, said Representative shall leave their business card in the job office before contacting employees. Said Representatives shall not unduly hinder or interfere with the progress of the work, and must comply with all safety regulations on the job.

ARTICLE 16 – 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 17 – PAYROLL RECORDS

In case of 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.

ARTICLE 18 – FRINGE BENEFITS

The Employer agrees to contribute every month, not later than the 15th of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Saving, Dental, Apprenticeship and Promotion Funds as they may be established, an amount for each hour worked by all employees covered by this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees. The Trusts shall be governed by an equal number of Union and Employer Trustees, and the Trustees shall represent the interests of the Plan participants. The terms of the Trust Agreements, the Plan Documents and Plan policies, as amended from time to time, are hereby incorporated as a part hereof.

- A. All Employers, upon becoming bound to this Agreement after May 1, 2017, shall obtain a \$50,000 surety bond to be held by the Trustees of the Fringe Benefit Funds. In the event that the Employer cannot or does not secure a \$50,000 bond, the Employer must pay fringe benefits on a weekly basis at the same time as the Employer's regular payroll disbursements. "Weekly basis" shall mean that the Employer's report and payment for a particular work week shall be due on the Friday of the following week. An Employer's report and payment shall be considered "delinquent" if not postmarked on or before such day. In addition to the weekly Fringe Benefit contributions, the unbonded employers and delinquent employers must also pay into an escrow account held by the Fringe Benefit Fund Trustees or their designee(s) an amount equal to 20% of the Employer's weekly fringe benefit payment. The unbonded/delinquent Employer shall continue to make weekly payments to the escrow account until the balance of the escrow account reaches \$50,000 (\$25,000 if the Employer has fewer than seven (7) regular employees). An Employer may cash out its escrow account only if the Employer has provided proof to the Trustees or their designee(s) that the Employer has obtained a \$50,000 surety bond to be held by the Trustees of the Fringe Benefit Funds.
- B. An Employer shall be considered "delinquent" for a particular work month (or work week in the case of Employers on weekly reporting) if its required report and the proper payment for that month (week) are not postmarked on or before the 15th day of the following month (Friday of the following week, for Employers required to make payments on a weekly basis), irrespective of whether such delinquency is willful or otherwise

- C. Contributions which are delinquent as defined in this article shall be deemed to be “unpaid contributions” for purposes of the Funds’ remedies pursuant to this Agreement and applicable law.
- D. An Employer who is delinquent and has unpaid contributions shall be required to pay to the Funds an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreement, or if greater, two times the specified interest on the unpaid contributions.
- E. When the Trustees have determined that an Employer is delinquent in its Fringe Benefit contributions, the Employer shall make ongoing and future Fringe Benefit contributions on a weekly basis and establish an escrow account as described in this article. Once the Employer has made payments on a weekly basis for 26 consecutive weeks without further delinquency, the Trustees may, in their sole discretion, remove the requirement that such delinquent Employer make weekly fringe fund reports and payments and contributions to the escrow account. The Trustees may, in their sole discretion, permit such delinquent Employer to cash out its escrow account only after the Employer has made Fringe Benefit contributions for one year without delinquency and provided proof of a surety bond as required by this article.
- F. **ILLUSTRATION:** If an Employer’s report and payment for the January work month have not been postmarked before February 16, such Employer becomes delinquent at that point and must pay the full amount due, plus interest and 10% as liquidated damages or, if greater, double interest. In addition, the Employer shall be placed on the weekly reporting basis for work weeks commencing after February 16. Reports and payments shall then be due each week on the Friday of the week following the work week, and weekly payments shall be made to an escrow account in an amount equal to 20% of the weekly contributions due. When the Employer has completed 26 consecutive weeks without further delinquency, the Trustees of the Fringe Benefit Funds may (in their discretion) allow the Employer to revert to monthly Fringe Benefit contributions. When the Employer has completed one year of required Fringe Benefit payments without further delinquency, and has proven to the Trustees that it has obtained a \$50,000 surety bond to be held by the Trustees, the Trustees may (in their discretion) allow the Employer to cash out the escrow account.
- G. The delinquent Employer shall also be required to pay all cost of collection actually incurred by the Trust Fund, 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.
- H. Each Employer who is required to make payment to the Trust Funds shall promptly furnish to the Trustees or their authorized agents, on demand, in paper and electronic form, 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. 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 upon authorization of the Trustees.

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 right 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 of the Trustees.

- I. The Unions shall also have the right to take economic action, including but not limited to the right to refuse to supply personnel, to enforce the rights enumerated in this Article on behalf of the Unions and the Trustees. 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 under this contract.
- J. The parties to this Agreement, and all Employers covered thereby, agree to be bound by all the terms of the respective Trust Agreements governing the establishment, administration, and operation of the Funds in accordance with the Trust Agreements. The employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the Scope of this authority provided that action is within the scope of the Trustees' authority and not in conflict with this agreement.
- K. **NATIONAL OR STATE HEALTH INSURANCE.** In the event that health care reform enacted in 2010 under Public Law 111-148 (the Patient Protection and Affordable Care Act) and Public Law 111-152 (the Health Care and Education Reconciliation Act of 2010), or any subsequent health care reform enacted by Congress or by the legislature of a state in the jurisdiction of this Agreement, affects the amount of necessary contributions to the Carpenters and Joiners Welfare Fund, this Agreement shall be open for the sole and exclusive purpose of apportioning the amount of the then-current hourly contribution required by this Article among the Carpenters and Joiners Welfare Fund, wages, and any payments required under such health care reform legislation. The reapportionment shall be made in accordance with agreement reached between the Trustees of said Fund and the negotiating committees of the Parties to this Agreement. Should the health insurance provisions contained in this Agreement and/or the Carpenters and Joiners Welfare Fund's plan design cause the Employer to become subject to a penalty, fine, or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the matter will be referred to the Carpenters and Joiners Welfare Fund for a revision of the Plan so that the penalties cease. If the Trustees do not take action to have the penalties cease, the Union and the bargaining parties will immediately bargain over a solution that does not increase the total cost to the employer. The bargaining parties recognize that the Affordable Care Act and related regulation have created a challenging and dynamic environment for the Carpenters and Joiners Welfare Fund. Should health and welfare coverage options become available through a legislative and/or government-sponsored program such as a health insurance exchange, and such coverage is more economical than that which can be offered by the Carpenters and Joiners Welfare Fund, either party may request in writing, and the other party shall agree, to meet in good faith within 30 days of the written request to review and consider changes to the Agreement that

would accommodate the use of such a program as a supplement to or replacement for the current Carpenters and Joiners Welfare Fund.

L. PENSION REHABILITATION PLAN.

SUBSECTION 1. TWIN CITY CARPENTERS AND JOINERS PENSION REHABILITATION PLAN. The actuary for the Twin City Carpenters and Joiners Pension Fund (the Plan) has certified that the Plan, for the Plan year beginning January 1, 2010, is in critical status as that term is defined in the Pension Protection Act of 2006. As a result of the Plan being so certified, the Trustees of the Plan are required to adopt and the parties to this Agreement are required to implement a Rehabilitation Plan. The Trustees have adopted a Rehabilitation Plan, dated April 9, 2010, and have communicated it to the bargaining parties, by notice dated April 30, 2010. The Rehabilitation Plan is hereby incorporated into this Agreement by this reference. The parties hereby implement the Rehabilitation Plan and authorize and direct the Trustees to take any and all actions permitted or required by the Rehabilitation Plan or which they find reasonable and appropriate in achieving the objectives of the Rehabilitation Plan as required by law.

SUBSECTION 2. NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS DEFINED BENEFIT PENSION FUNDING IMPROVEMENT PLAN. The parties agree that the North Central States Regional Council of Carpenters Defined Benefit Pension Fund ("DB Pension Fund") has certified that the DB Pension Fund is in critical status, within the meaning of Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, for the Plan Year beginning January 1, 2013. Based on information provided to them from the Plan Sponsor, the parties hereby adopt the joint labor/management Preferred Schedule from the Funding Improvement Plan executed by the DB Pension Fund's officers and agree to implement the schedule of contribution increases from said Preferred Schedule no later than the respective effective dates of such contribution increases in the Preferred Schedule. The parties understand that, assuming the Pension Fund's actuarial assumptions are met, the Preferred Schedule will result in the Plan's emergence from endangered status within the time frame required under ERISA.

The Parties hereby implement the Preferred Schedule of the Initial Plan, herein referenced, with a DB Pension Fund contribution increase of \$0.45 per hours on May 1, 2017.

The parties understand that the Pension Fund's actuary may inform the Plan Sponsor that the schedules adopted by the Parties have resulted in the Plan meeting or exceeding the scheduled progress of the Funding Improvement Plan and that the scheduled progress of the Plan is projected to be met with either a lesser schedule of contribution rate increases or lesser reduction in the pension multiplier or both. In such an event, the parties agree to meet and bargain in good faith concerning the substitution of a revised schedule of contribution rate increases provided to them by the Plan Sponsor. The parties understand that the Pension Fund's actuary may inform the Plan Sponsor that the schedules adopted by the Parties have resulted in the Plan leaving the endangered status as of the most recent zone certification date. In such an event, the parties agree that the schedule of contribution rate increases that have not yet taken effect shall be null and void and agree to meet and

bargain in good faith concerning the substitution of a revised schedule of contribution rate increases provided to them by the Plan Sponsor.

- M. **FRINGE FUNDS AND DESIGNATED DEPOSITORY.** Employers covered by this Agreement shall pay the contributions required to be made to the Funds listed in accordance with this Agreement to the following funds via the depository identified by this Agreement, or such depository as may be designated by the Trustees from time to time. Such contributions shall be sent together with the required remittance reports for the following funds to the designated depository. For employees of the Employer whose home Local Union is different than the Local Union in the area in which they are working for the Employer, the undersigned Employer shall not be required to contribute for each hour worked into the Fringe Benefit Funds identified in the Local Union Agreement. For each hour worked by these out-of-area employees, the Employer shall make requisite contributions to the Fringe Benefit Funds identified in the member's home area Local Union Master Labor Agreement at the home area rates or the local area rates, whichever rate is higher.

DESIGNATED DEPOSITORY

Minnesota Carpenter Fringe Benefits
Administrator: Wilson McShane,
3001 Metro Drive, Suite 500
Bloomington, MN 55420
952-854-0795

FRINGE BENEFIT FUNDS/DUES

DISTRICTS 1, 3, AND 4 SOUTH

Twin City Carpenters & Joiners Pension Fund
Carpenters and Joiners Defined Contribution Plan
Carpenters and Joiners Welfare Fund
Carpenters & Joiners Apprenticeship and Journeymen Training Trust Fund
Carpenters International Training Fund
Carpenters Savings Plan
Working Dues
Industry Funds/CAF

DISTRICTS 2 AND 4 NORTH

North Central States Regional Council of Carpenters Defined Benefit Pension Fund
North Central Carpenters Defined Contribution Plan
Carpenters and Joiners Welfare Fund
Carpenters & Joiners Apprenticeship and Journeymen Training Trust Fund
Carpenters International Training Fund
Carpenters Savings Plan
Working Dues
Industry Funds/CAF

- N. Parties to this Agreement agree that an hourly amount specified by the Union shall be contributed as "Savings Plan" contributions made to the Carpenters Federal Credit Union, or such other financial institution designated by the Union. The Savings Plan hereby

established is not a jointly trustee Taft-Hartley Plan, but rather an allocation from the gross taxable wage toward an individual savings account for each employee working under the terms of this Agreement. All payment, delinquency, and collection provisions of this Article shall apply to Savings Plan contributions. Nothing in this Section shall be interpreted to restrict any means of collection of Savings Plan contributions, nor the collection of an amount equivalent to dues through Savings Plan contributions per Article 21 of this Agreement.

- O. **OWNER OPERATORS.** A person performing bargaining unit work for an Employer owned in total or in part and/or controlled by the person, the person's spouse, or member of the person's family, shall participate in the fringe benefit and industry funds by paying contributions at the applicable rate multiplied by 160 hours per month. The Trustees of the Carpenters Trust Funds at their discretion may adjust the Owner Operator contribution requirement.
- P. **SICK PAY.** It is the mutual intent of the Employer and the Union that the wage package described in this Agreement, included but not limited to the savings plan contribution, shall satisfy any present or future city ordinance, and/or state or federal law or regulation that addresses sick time or other paid leave or time off. The Employer and the 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 the Union will meet and confer over such effects with the goal of reaching a mutually agreeable solution that is in the spirit of this paragraph.

ARTICLE 19 – SAVING CLAUSE

This Agreement is intended to be in conformity with all applicable and valid State and Federal laws, rules and regulations. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict to be superseded or annulled but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 20 – DURATION

- A. This Agreement covers the entire understanding between the parties hereto. Anything, which is not contained herein (except the Letter of Understanding executed by the parties relating to Picket Lines dated July 3, 1975), will be of no force or effect upon any party hereto.
- B. All terms of this Agreement shall take effect on **MAY 1, 2017**.
- C. This Agreement shall remain in full force and effect through **APRIL 30, 2020**.

- D. 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
- E. 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.

ARTICLE 21 – DUES CHECK OFF AUTHORIZATION

During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its constitution and by-laws, and the Union shall notify the Employer, in writing, from time to time as changed by the Union, of the specific amount to be deducted. The amount deducted shall be payable to the fringe fund administrator on behalf of the North Central States Regional Council of Carpenters, for and on behalf of its affiliated Local Unions, monthly by the fifteenth (15th) day of the month following the month in which the required amount is deducted, and such amount shall be remitted in accordance with all of the applicable provisions and requirements of Article 18 above. The Union shall be responsible for obtaining necessary authorization forms.

ARTICLE 22 – PREVAILING WAGE REPORTING

The AGC agrees to remind signatory contractors yearly of completing and submitting prevailing wage rate reports to the State of Minnesota. The Employer agrees to work with the Union as it requests payroll and jobsite information in order to fulfill the parties' shared interests.

ARTICLE 23 –INFRASTRUCTURE PROMOTION FUND

Effective May 1, 2008 and continuing thereafter during the term of this Agreement, contractors signatory to this Agreement shall, on a voluntary basis, pay four cents (.04) per hour worked to an Infrastructure Promotion Fund (IPF)

All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the fifteenth 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 the purpose of defraying expenses associated with the promotion of infrastructure and construction initiatives.

SUPPLEMENTS

SECTION 1 – HOURS OF WORK, SATURDAY AND SUNDAY

In the event a contractor wishes to deviate from the regular work hours, he shall first contact the Local Union Representative in whose jurisdiction the project is being done to secure mutual agreement. It shall be understood that there shall be no pyramiding of overtime.

- A. **HOURS OF WORK—FIVE DAY WEEK:** When a single shift is worked, eight (8) hours shall constitute a workday and forty (40) hours a workweek. Work in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid at the rate of one and one half (1 ½) times the hourly rate. Contractors may vary this schedule as explained in paragraph (B) below.
- B. **HOURS OF WORK--FOUR TEN HOUR DAYS:** At the contractor's option, the work week may consist of a four (4) day forty (40) hour week Monday through Friday consisting of four (4) ten (10) hour days. When working such a schedule, all hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at one and one half (1 ½) times the hourly rate.
- IN DISTRICT FOUR ONLY,** the following language shall supersede any conflicting language in this Paragraph and Paragraph (A): Where a single shift is worked, a ten (10) hour day shall constitute the work day and forty (40) hours the work week. All time worked in excess of ten (10) hours in one work day, Monday through Friday, and forty (40) hours in one work week shall be paid for at the rate of one and one half (1 ½) times the hourly rate.
- C. **SATURDAYS, SUNDAYS AND HOLIDAYS.** With the exception of shift work as described below, the Employer shall pay one and one half (1 ½) times the hourly rate of pay for all work performed on Saturdays and two (2) times the hourly rate of pay for all work performed on Sundays and the holidays listed below: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should a recognized holiday fall on Saturday it shall be observed on Friday, and should it occur on Sunday it shall be observed on Monday.
- D. **DEFINITION OF SATURDAY AND SUNDAY** – All work performed between midnight Friday and midnight Saturday shall be classified as Saturday work. All work performed between midnight Saturday and midnight Sunday shall be classified as Sunday work.
- E. **SHIFTS** – Where two shifts are worked each shift shall consist of eight (8) or ten (10) hours work and all employees who work such shifts shall receive eight (8) or ten (10) hours pay. Where three (3) shifts are worked, eight (8) hours of continuous employment shall constitute the first shift. Seven and one-half (7-1/2) hours shall constitute the second shift, and seven (7) hours shall constitute the third shift. All employees who work the second and third shift shall receive eight (8) hours pay. Work hours described in this section E are at the straight time hourly rate.

- F. **EMPLOYEES SHALL RECEIVE FULL-TIME PAY** for all time spent in the service of Employers. There shall be no split shifts.
- G. **OVERTIME PREMIUMS** shall be paid on all taxable monies (base wage and saving fund, etc.).
- H. **STATE PREVAILING WAGE OVERTIME-** The State prevailing wage statute for publicly funded work requires payment of overtime after eight hours per day. Until the state law is amended to allow four ten hour shifts at straight time, the **contractor is alerted that 4-10s may be applicable only to private work.** The parties agree to work cooperatively to amend state law to allow 4-10s at straight time.

SECTION 2 – CLASSIFICATIONS AND WAGE RATES

- A. Any question relative to the classification of a workman will be settled by the Employer and the Union.
- B. Where materials are brush coated or pressure treated with toxic carbolineum or toxic Creosote prior to installation or handling, all men actually engaged in brush coating, installing or handling such materials shall be paid \$0.75 per hour additional. Installation shall include framing, boring and bolting up of materials. The above shall apply to the removal and salvage of materials to be reused, which have been brush coated or pressure treated with toxic carbolineum or toxic creosote. The above does not apply to demolition work.
- C. **\$0.30** per hour premium shall be paid for work performed in tunnel work (including sewer tunnels) below ground not in an open excavation.

A premium of **\$0.50** per hour above scale shall be paid for all welders while welding. A premium of **\$1.00** per hour above scale shall be paid for all certified welders (AWS Certification) while welding.
- D. The minimum scale for Foreman in the above classifications shall be \$2.00 per hour above the Journeyman scale.
- E. **DIVER AND TENDER.** The diving crew shall have a Designated Person in Charge (DPIC) in accordance with OSHA regulations. The contractor must always assign a crew that complies with OSHA regulations and may increase the crew to meet productivity and safety requirements. Divers Expenses: One hundred dollars (\$100.00) per day for use of personal equipment and fifty dollars (\$50.00) per day for use of air compressor.
- F. Carpenters, Millwrights and Piledriver Apprentices shall be governed by the provisions of the Apprenticeship Standards of the area in which the apprentice is indentured.
- G. **HAZARDOUS WASTE.** Employees working on hazardous waste projects for which a site specific safety plan (Site Safety Plan) has been prepared in accordance with the requirements of 29 CFR 1910.120 or 1926.65, as applicable, will be paid for all reasonable

time spent on personal preparation and clean-up, i.e., suiting up, personal decontamination, etc. required by the Site Safety Plan.

If the Site Safety Plan requires employees to wear Level C or higher personal protective equipment (PPE), such employees shall be allowed to take paid personal relief breaks as necessary to reduce body core temperature while under heat conditions or as required by OSHA regulations. Personal relief breaks will be taken outside the Exclusion Zone. The Employer will determine the time during the shift when relief breaks will be taken. Relief breaks will not be taken simultaneously by all employees, unless so directed by the Employer.

The Union agrees that the amount of time reasonably required for personal preparation and cleans up, and the number and length of personal relief breaks to be taken during a shift shall be determined by the Employer. The Union acknowledges that personal relief breaks are granted solely as necessary to protect the health and safety of employees and agrees that they will not be abused.

If the Site Safety Plan required employees to wear Level C or higher PPE, they will be paid the following premiums over the wage rate normally applicable to their classifications.

<u>PPE Required</u>	<u>Wage Premium</u>
Level A	\$1.25
Level B	\$ 0.90
Level C	\$ 0.60

An employee who elects to wear PPE at a level higher than required by the Site Safety Plan will be paid only for the level of PPE actually required by the Site Safety Plan.

Levels of PPE are as defined in Appendix B to 29 CFR 1910.120 or 1926.65, as applicable.

The Union and Employers recognize the value of a skilled and motivated workforce to this end, Labor and Management agree as follows:

1. During the term of this Agreement, all workers covered by this Agreement shall attend and successfully complete the OSHA 10 Hour course at the area JATC.
2. During the term of this Agreement all workers covered by this Agreement should attend a minimum of 8 hours of skill improvement classes sponsored either by the Employer or the area JATC.
3. Scheduling of these courses shall be the responsibility of the Employer in collaboration with the Union and the JATC.

**HIGHWAY/HEAVY WAGE RATES FOR
CARPENTERS & PILEDRIVERS**

5/1/2017 – 4/30/2020

On future projects in Counties with low pre-d's or no pre-d's.

85% of Union scale plus full fringes EXCEPT:

1. On heavy industrial sites
2. South portion of Chisago County
All of Washington County
All of Dakota County
All of Scott County
All of Carver County
All of Hennepin County
All of Ramsey County
All of Anoka County
All of Sherburne County
All of Wright County
All of St. Louis County
All of Lake County
All of Cook County

That part of Carlton County consisting of the Cities of: Thomson, Cloquet, Scanlon, and Carlton or when it is mutually agreed between the Union and the Employer that a reduction is necessary.

EFFECTIVE MAY 1ST OF EACH YEAR

District 1 – Increase of \$1.90 per hour 2017, \$1.95 per hour 2018, and \$1.95per hour 2019

District 2 – Increase of \$1.90 per hour 2017, \$1.95 per hour 2018, and \$1.95per hour 2019

District 3 – Increase of \$1.90 per hour 2017, \$4.12 per hour 2018, \$4.12 per hour 2019, and \$2.16 per hour April 30, 2020.

District 4 – Increase of \$1.90 per hour 2017, \$1.95 per hour 2018, and \$1.95per hour 2019

Millwright District 2 and 4 North – Increase of \$1.90 per hour 2017, \$1.95 per hour 2018, and \$1.95per hour 2019

District 3 will move into District 1 over the course of the agreement with an additional increase of \$2.17 above the yearly increase on May 1, 2018 and 2019 and \$2.16 on April 30, 2020, the last day of the agreement.

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

WAGE RATES

	Wages	Sav	Dues	Health	DB	DC	App/Ed	UBC	FCF	Total
Statewide Piledrivers										
May 1, 2017	\$37.20	-\$1.15	-\$1.49	\$7.83	\$9.45	\$2.06	\$0.50	\$0.10	\$0.02	\$57.16
May 1, 2018	Increase of \$1.95, allocation to be determined									\$59.11
May 1, 2019	Increase of \$1.95, allocation to be determined									\$61.06
The entire state of Minnesota including the counties of Douglas, Western Bayfield and the areas of Wisconsin west of a line started at St. Croix Falls, Highway 8 to Highway 65, then Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings, Minnesota.										
District 1 Carpenters										
May 1, 2017	\$37.20	-\$1.15	-\$1.49	\$7.83	\$9.45	\$2.06	\$0.50	\$0.10	\$0.02	\$57.16
May 1, 2018	Increase of \$1.95, allocation to be determined									\$59.11
May 1, 2019	Increase of \$1.95, allocation to be determined									\$61.06
Consisting of Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington and Wright Counties and in Wisconsin: That area West of a line starting at St. Croix Falls, Highway 8 to Highway 65, then Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings, Minnesota.										
District 2										
May 1, 2017	\$35.34	-\$1.61	-\$1.41	\$7.16	\$8.25	\$3.28	\$0.50	\$0.10	\$0.02	\$54.65
May 1, 2018	Increase of \$1.95, allocation to be determined									\$56.60
May 1, 2019	Increase of \$1.95, allocation to be determined									\$58.55
Consisting of Aitkin, Cass, Carlton, Cook, Crow Wing, Itasca, Kanabec, Koochiching, Lake, Mille Lacs, Morrison, Pine, St. Louis, Todd and Wadena Counties in Minnesota. Also in Wisconsin, Douglas County, and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, includes the cities of Drummond and Herbster.										
District 3										
May 1, 2017	\$31.90	-\$1.14	-\$1.28	\$7.74	\$9.13	\$1.27	\$0.50	\$0.10	\$0.02	\$50.66
May 1, 2018	Increase of \$1.95 plus \$2.17 for a total of \$4.12, allocation to be determined									\$54.78
May 1, 2019	Increase of \$1.95 plus \$2.17 for a total of \$4.12, allocation to be determined									\$58.90
April 30, 2019	Increase of \$2.16, allocation to be determined									\$61.06
Consisting of Blue Earth, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, LeSueur, Mower, Nicollet, Olmsted, Rice, Sibley, Steele, Wabasha, Waseca, and Winona Counties.										
District 4										
May 1, 2017	\$27.46	-\$1.43	-\$1.10	\$7.23	\$8.15	\$2.03	\$0.50	\$0.10	\$0.02	\$45.49
May 1, 2018	Increase of \$1.95, allocation to be determined									\$47.44
May 1, 2019	Increase of \$1.95, allocation to be determined									\$49.39
Consisting of Becker, Beltrami, Big Stone, Brown, Chippewa, Clay, Clearwater, Cottonwood, Douglas, Grant, Hubbard, Jackson, Kandiyohi, Kittson, Lac Qui Parle, Lake of the Woods, Lincoln, Lyon, Mahnommen, Marshall, Martin, McLeod, Meeker, Murray, Nobles, Norman, Otter Tail, Pennington, Pipestone, Polk, Pope, Red Lake, Redwood, Renville, Rock, Roseau, Stevens Swift, Traverse, Watonwan, Wilkin, and Yellow Medicine Counties.										
Local 1348 Millwright District 2 & 4 North										
May 1, 2017	\$38.07	-\$3.00	-\$1.52	\$6.81	\$7.80	\$1.78	\$0.50	\$0.10	\$0.02	\$55.08
May 1, 2018	Increase of \$1.95, allocation to be determined									\$57.03
May 1, 2019	Increase of \$1.95, allocation to be determined									\$58.98

Consisting of Aitkin, Becker, Beltrami, Cass, Carlton, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Koochiching, Kittson, Lake, Lake of the Woods, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St. Louis, Wadena, and Wilkin Counties in Minnesota. Also consisting of the Wisconsin Counties of Douglas and Western Bayfield.

Note: For Millwright Wage Rates, Please refer to Local 548 and Local 1348 Agreements, respectively.

Note: Wage rates for Apprentices, excluding piledriver apprentices, shall match the Commercial Journeyperson rates in the jurisdiction in which they are indentured.

THE FOLLOWING RATES ARE PER HOUR ABOVE THE PILEDRIVER SCALE OF WAGES:

Foreman	\$2.00	Certified Welder	\$1.00
Tunnel	\$0.30	Welder	\$0.50
Creosote	\$0.75	Diver	\$6.50
		Tender	\$3.00

WAGE SCALE FOR PILEDRIVER APPRENTICES "ONLY" EFFECTIVE MAY 1, 2017

Note: The apprenticeship rate is based on a stated percentage of the journeyman base wage plus full fringe benefits:

STATEWIDE RATES

1 st	6 months – 70%	\$26.04	5 th	6 months – 80%	\$29.76
2 nd	6 months – 72%	\$26.78	6 th	6 months – 85%	\$31.62
3 rd	6 months – 75%	\$27.90	7 th	6 months – 90%	\$33.48
4 th	6 months – 78%	\$29.02	8 th	6 months – 95%	\$35.34

Wage scales for **ALL other Apprentices** contact the Local with Jurisdiction for the District for those Apprentice wage rates.

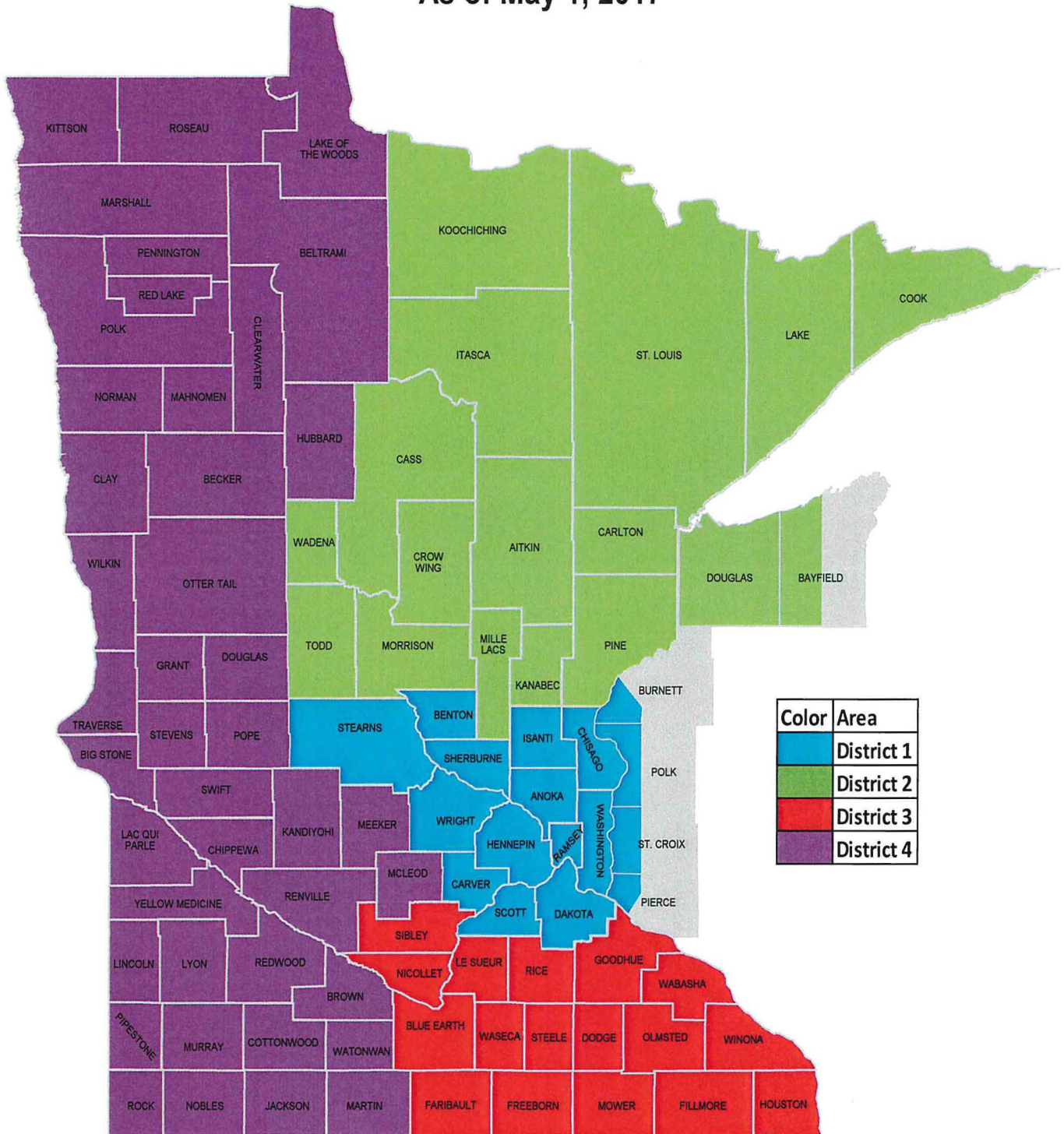
If other Local Unions adopt a Fringe Fund Program, they are encouraged to use the established Funds listed in Article 18 Fringe Benefits, and which would reduce the wage rate in their area by a like amount.

Should the Employer's hourly contribution rate be increased to a rate higher than that shown above, such contribution increase shall operate to reduce the gross wage rate by a like amount.

DISTRICT MAP

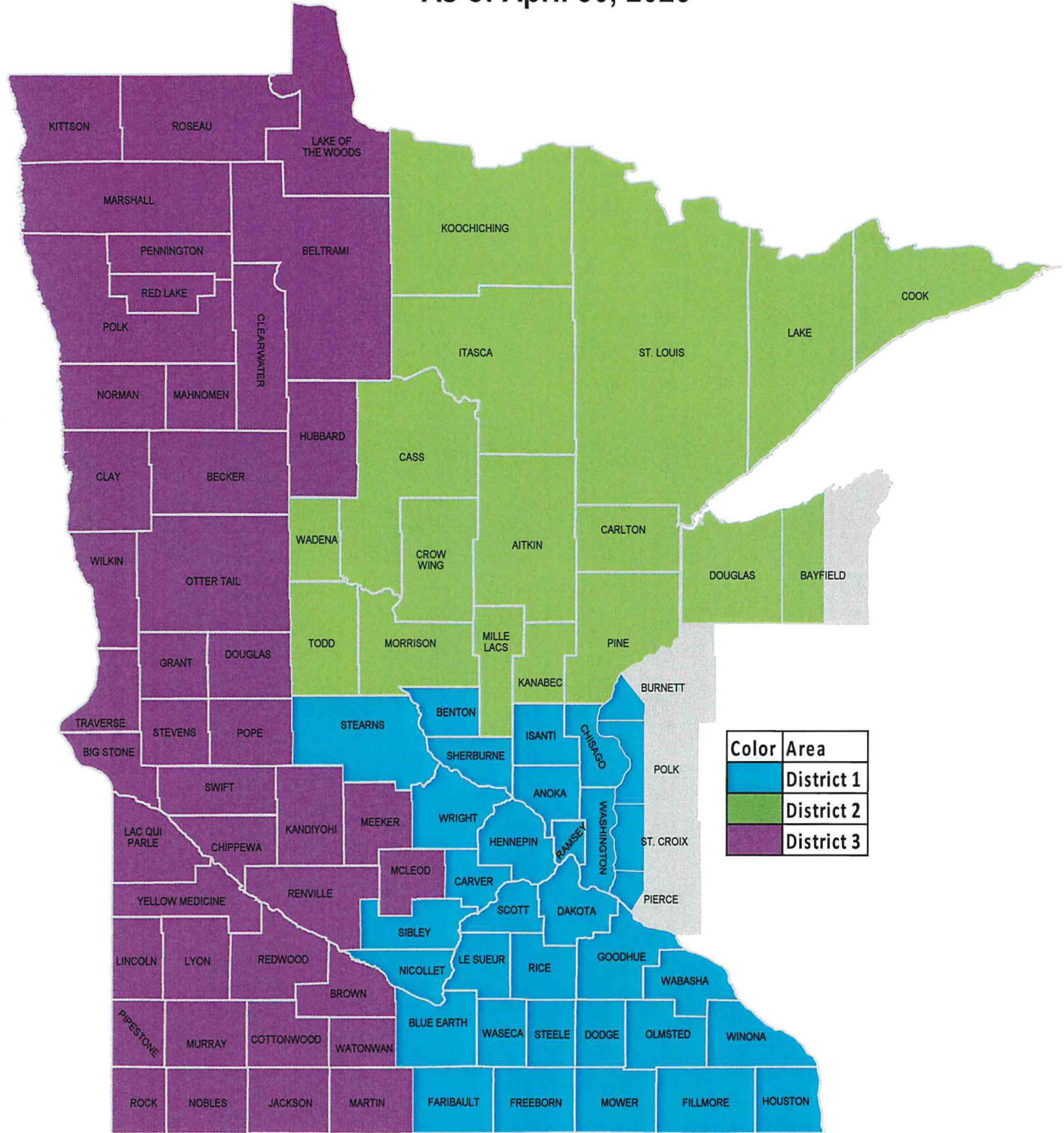
Highway Heavy Carpenters Wage Rate Map

As of May 1, 2017



Highway Heavy Carpenters Wage Rate Map

As of April 30, 2020



SECTION 3 – PAYDAY AND WAGE PAYMENTS

- 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 on the designated payday. Employers may utilize alternative forms of paycheck distribution, such as mailing. If the paycheck is mailed, it shall be mailed at least one (1) day prior to the Employers designated payday based on the envelopes postmark to be considered timely. A 2-hour penalty per working day may be imposed for any violation of the above. Electronic direct deposit payment will also be acceptable if agreed to by the employee.
- C. When an employee is laid off or discharged he/she shall receive all money due him/her in cash or negotiable check within twenty-four (24) hours. If the employee does not appear to collect his/her check, the Employer will immediately mail his/her check to the employee's last known address. For every day of delay in payment of wages due to a laid-off or discharged employee, the Employer shall pay the employee two hours' straight time pay for each day of delay.
- 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 employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, net pay, contractor name and address.
- F. When, as and if money is paid to an employee under this Agreement on account of board, lodging, travel expense, or the costs of other facilities, said payment is intended to reimburse the employee for all or a part of the expenses actually incurred by him in the furtherance of the Employer's interests. Such payment shall not be included as part of the wage paid to the employee.

SECTION 4 – CALL IN PAY

- A. When an employee is called to work, he shall receive two (2) hours' pay if not put to work, but he must remain on the jobsite in order to receive this two (2) hours' pay.
- B. If an employee is called to work and is directed to go to work, he shall receive a minimum of four (4) hours' pay, but he must remain on the jobsite.
- C. These provisions, however, are not to be effective when work is unable to proceed because: (1) railroads, suppliers or common carriers fail to make deliveries as scheduled; (2) the engineer refuses to permit work; and (3) Acts of God, including weather conditions will not permit work.

SECTION 5 – HIRING

- A. When the Employer adds employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants, from the immediate area.
- B. When calling the Union for employees, the Employer agrees to give forty-eight (48) hours' notice. There shall be no discriminating against any prospective employee, by the Employer or the Union because of affiliation or non-affiliation with the Union, race, color, sex, age, political, religious beliefs, disability, national origin, marital status or protected concerted activity.
- C. The Union agrees that to the best of its ability all applicants for employment referred to an Employer shall be experienced in the classification requested.

SECTION 6 – STEWARD

The Union Representative shall have the right to designate a Steward, or Stewards, from among the employees on the job, and shall notify the Employer or his Representative on the job, in writing, of the designated Steward. The Steward shall not be discriminated against for performing the normal duties of a Steward in a reasonable manner.

SECTION 7 – CONDITIONS OF EMPLOYMENT

- A. The Contractor shall provide a proper tool shed to store tools of employees and in which to eat their lunches, such shelter to be heated in cold weather.

Fresh water and drinking cups shall be furnished by the Employer. The Contractor shall furnish all power tools. While tools are in storage in said shed the Employer shall indemnify each employee for tool and welding equipment losses caused by fire, theft, wind, burglary, forcible entry up to a maximum of **\$600.00** on Highway jobs and up to **\$600.00** on Heavy-Industrial jobs, provided employee produces a receipt for purchase of new tools.
- B. No employee shall be required as a condition of employment to furnish his own truck.
- C. The contractor shall pay for sharpening of all saws.
- D. No employee is required to work six (6) consecutive hours without a meal break of thirty (30) consecutive minutes, he shall be compensated for the thirty (30) minutes so worked at the applicable rate of pay. This shall not be construed to deny any employee time to eat his meal. In addition to the above break, the employee shall be entitled to a break in the forenoon and afternoon but shall not otherwise hinder the progress of the job. The forenoon and the afternoon break shall not exceed ten (10) minutes from the time the employee stops working until he/she resumes work, and shall be taken in close proximity of the employee's work station. On shift work, this Article shall also apply.

SECTION 8 – EMERGENCY OVERTIME

- A. It is mutually agreed that in case of work required because of emergencies caused by floods, fire or disaster affecting a general area or community endangering life or property, all overtime as required in this Agreement shall be waived pending the time of emergency, and the Contracting Officer and Unions who are signatory to this Agreement shall determine the duration thereof.

SECTION 9 – TRAINING PROGRAM

- A. If and when a mutually agreed to On-The-Job Training Program is established, the following rate of pay shall be in effect.
- 0 - 499 hours, 60% of Journeyman rate
 - 500 - 999 hours, 75% of Journeyman rate
 - 1000 hours and over, Journeyman rate

SECTION 10 – APPRENTICESHIP & TRAINING FUND

- A. The Employer shall contribute the required cents per hour for each hour worked to the Twin Cities Apprenticeship and Training Fund under a Trust Agreement, to which the Employer shall be automatically bound.
- B. The parties to this Agreement recognize that OSHA requires that workers are trained in safety matters in order to be employed on work sites and employers may require such training to be a condition of employment. It is also recognized that the cost of providing this training is the responsibility of the Employer, but is also for the benefit of the employee, and therefore time spent in training will not be compensated. This training shall be administered by the Joint Apprenticeship Committee.
- C. The parties agree to sponsor a “Recruitment Program” which will allow high school students to work on construction sites under supervision of a journeyman according to the guidelines/rules adopted by the Minnesota Department of Children, Families and Learning. The program shall be supervised by the Joint Apprenticeship Committee.
- D. The Union agrees to actively participate with the Employer in formulating and implementing apprenticeship and training programs that are needed by the industry. The Union and the Employer agree to cooperate and utilize the service of a trained specialist to develop plans and programs to improve the present plan. The cost of these programs will be borne by the Fund.
- E. Contractors who employ apprentices during times when the apprentices must attend school for mandatory apprentice training sessions shall lay off the apprentices for the period of the training sessions, and they shall report the layoffs as having been taken under the terms of a collective bargaining agreement to attend apprentice training school. The Union, employer and apprentice agree to take all reasonable steps to facilitate the apprentices’ receipt of employment benefits when attending mandatory training. (We agree to schedule training during the off season).

- F. The employment of apprentices shall be encouraged and promoted, and all employment will be governed by area standards.

Apprentices shall be indentured under Minnesota law, including mandatory attendance at school and their employment shall be in accordance with the Department of Labor and Industry governing carpenter and piledriver apprentices.

The ratios of journeyworkers to apprentices as set forth in the Apprenticeship Standards are hereby adopted.

The Employer and the Union agree to use every legal means to keep apprentices steadily employed actually learning the trade. When necessary, apprentices may be transferred from one Employer to another.

SECTION 11 – PRE-JOB CONFERENCE

The Employer shall communicate with the Union prior to starting work on any project over \$50,000.00.

SECTION 12 – DEFINITION OF WORK

Heavy construction and railroad contracting work is defined as constructing substantially in its entirety and fixed structures and other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation (not including General Building Construction except as to grading on site), railroads and street railway construction projects, sewage treatment plants, water mains, grade separations, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydroelectric development, duct lines, pipe lines, locks, dams, dikes, 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, operation, maintenance and repair of all equipment, vehicles and other 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 contract, bridges, underground utilities and street grading, street paving, curb setting, sidewalks, etc.

It is mutually agreed to by the Employer and the Union that Pile Driver performs work consistent with Minnesota Rules, part 5200.1102, subpart 16. It is also mutually agreed to by the Employer and the Union that all Pile Driver work will be payable at the District 1 Metro/Statewide Pile Driver rate, which covers the entire jurisdiction of this Agreement.

SECTION 13 – WORKERS’ COMPENSATION PROGRAM

The parties agree to enter into an Agreement and Declaration of Trust for the establishment of a 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 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.

It is the purpose of this 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.

SECTION 14 – DRUG/ALCOHOL ABUSE PROGRAM

The Labor User Contractor Committee Joint Labor Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the AGC of Minnesota and the North Central States Regional Council of Carpenters is incorporated herein by reference and is made a part of the collective bargaining agreement between the North Central States Regional Council of Carpenters, and the Associated General Contractors of Minnesota.

During the life of this Agreement should the Union agree to allow the use of random drug testing as a term of another Industry Agreement or through the L/U/C/ Uniform Drug & Alcohol Policy, those terms shall be incorporated into and made a part of this Agreement.

The North Central States Regional Council of Carpenters and the AGC of Minnesota agree that labor and management have an interest in establishing and maintaining a drug-free workplace and resolve to meet and confer for the purpose of establishing a Substance Abuse Testing and Assistance Program (SATAP) substantially similar to the SATAP agreed to by the Northern Wisconsin Council of Carpenters and the Associated General Contractors of Wisconsin, Inc. Such SATAP may be established at any time before the expiration of this Agreement and shall be administered through an employer contribution toward a joint labor-management trust to administer the SATAP under a Trust Agreement. Under no circumstances will this letter/note/Article or any negotiations, signing, or implementation of the SATAP pursuant to this Article be considered an opener or re-opener of the Agreement.

SECTION 15 – LABOR MANAGEMENT GROUP

A Labor Management Group will be formed to address industry issues.

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

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

Each Employer shall contribute two cents (\$0.02) per compensated labor hour to the FCF Trust Fund and this funding shall be through a two cent (\$0.02) contribution for each hour worked to be deducted from the total package. Each Employer shall forward payment monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed.

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 the FCF powers shall be limited to prevailing wage and public bidding compliance issues for non-signatory contractors. FCF shall not engage in lobbying or trade jurisdiction decisions. Employer contributions to FCF shall sunset at the expiration of this Agreement pending negotiations of the Successor Agreement.

FCF shall not engage in prevailing wage enforcement activity as it relates to the assignment of an employer's work claimed by a union signatory to a collective bargaining agreement with such employer.

SECTION 16 – WORK CONSERVATION

The parties will continually monitor the effectiveness of this Agreement relative to market conditions so that this Agreement can be modified where necessary to assure work opportunities for employees and the competitive position of the Employers. Such modification may take the form of adjusting this Agreement for a particular project, portion of a project or area to put signatory contractors in a more competitive bidding position. Such modifications must be reduced

to writing and signed by an authorized representative of the Union and an authorized representative of the Employer.

**NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS
AFFILIATED LOCAL UNIONS**

322 – Minneapolis/St. Paul
361 – Duluth
464 – Mankato
548 - Millwrights
606 – Virginia
930 – St. Cloud
1348 – Millwrights
1382 – Rochester
1847 – Piledrivers
1934 – Bemidji

HIGHWAY, RAILROAD AND HEAVY CONTRACTORS AGREEMENT

ACCEPTANCE OF AGREEMENT

The Undersigned Employer hereby agrees to abide by the terms and conditions of this Agreement on all work covered by this Agreement. This Agreement to expire **April 30, 2020**.

Receipt of a copy of the Highway, Railroad and Heavy Contractors Agreement is hereby acknowledged.

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.

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA



Dave Semerad
Dir. Labor Relations



Mike Schechter
General Counsel

10 July 2017

Date

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

John G. Raines
Executive Secretary-Treasurer

Date

AGREEMENT AND SIGNATURE PAGES

The Employer hereby agrees to be bound by the terms and provisions of the Collective Bargaining Agreement between the Union and the Associated General Contractors of Minnesota ("AGC") covering such work and the geographical area in which such work is performed. The Employer further agrees to be bound by any renewals, additions, modifications, extensions and subsequent Agreements between the Union and the AGC. In all areas within the geographical jurisdiction of the Union where there is no AGC Agreement, then the Employer will be bound by such other Independent Agreement and maintained by the Union in that area.

In addition to the other terms and conditions of employment set forth in such Agreement between the Union and the AGC, or such other applicable agreement, the Employer specifically agrees to be bound by all provisions with regard to fringe benefits, including pension, health and welfare, saving, industry promotion, apprenticeship training and any other fringe benefits covered by the Agreement. The Employer hereby acknowledges that it has received a copy of this Independent Agreement and the Agreement between the Union and the AGC, or such other applicable agreement. This Agreement shall remain in full force and effect until such time as it is terminated in writing by the Union or the undersigned Employer pursuant to the termination provisions of the AGC Agreement or such other applicable agreement.

If this Agreement is signed for or on behalf of a corporation, then the person signing the Agreement not only binds the corporation but agrees to be bound individually to the full and faithful performance of all the terms and provisions of this Agreement. The Union has claimed and the Employer has verified and acknowledges that the Union represents a majority of the Employer's employees in an appropriate bargaining unit for purposes of collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement.

In the event the spouse of an owner (partner, shareholder/employee, etc.) works with the tools of the trade, the spouse may be covered by the Carpenters Fringe Benefit Funds. They must have a minimum of one hundred sixty (160) hours per month in fringe benefit contribution paid on such person's behalf to the Carpenters Fringe Benefit Funds.

IN WITNESS WHEREOF, the parties have executed this Agreement this

_____ day of _____, _____.

NORTH CENTRAL STATES
REGIONAL COUNCIL OF CARPENTERS

By: _____
Signature of Business Representative

Print Name of Business Representative

Address of Union

City, State Zip

Telephone Number

Fax Number

Email Address

Print Name of Contractor

Signature of Contractor Representative

Print Name of Contractor Representative

Address of Contractor

City, State Zip

Telephone Number

Fax Number

Email Address

Workers Compensation Number

Unemployment Comp. Number

Federal Employee ID Number (FEIN)

Bonding Number