

8316

1,200 ee

BUILDERS DIVISION

AGREEMENT

between

**MINNEAPOLIS AND ST. PAUL
BUILDERS DIVISIONS OF
ASSOCIATED GENERAL
CONTRACTORS
OF MINNESOTA**

and

**MINNESOTA CONCRETE
AND MASONRY
CONTRACTORS ASSOCIATION**

and

AFL



CIO

**CEMENT MASONS, PLASTERERS
& SHOPHANDS LOCAL NO. 633
OF MINNESOTA, NORTH DAKOTA,
& NW WISCONSIN**

Expires April 30, 2007

5/2004 - 4/2007

5/1/04 - 4/30/07 33 pages

INDEX

Article	Page
1 Considerations for Agreement	3
2 Designation of Parties	3
3 Union Recognition	4
4 Scope of Agreement	4
5 Union Security	5
6 Hiring	5
7 Insurance and Taxes	6
8 Conflicting Agreements	6
9 Violations of Agreement	7
10 Discharge	7
11 Settlement of Disputes	7
12 Management	9
13 Safety	10
14 Pickets, Banners and Strikes	10
15 Strikes, Lockouts, Work Interference	11
16 Subcontractors	11
17 Union Representatives	12
18 Rotation of Employees	12
19 Payroll Records	13
20 Application of Wage Rates	13
21 Payday and Wage Payment	13
22 Fringe Benefits	14
23 Prevailing Wage Reports	18
24 Saving Clause	19
25 Entire Understanding	19
26 Duration	19
27 Letter of Understanding	19

INDEX (continued)

Schedule	Page
1 List of Contractors	21
2 Hours of Work	21
3 Wages and Classifications	23
4 Foremen	26
5 Superannuated Employees	26
6 Call In Pay	26
7 Layoff	27
8 Parking	27
9 Travel Time, Transportation and Subsistence	27
10 Admixtures	28
11 Unfinished Work	28
12 Cement Masons on the Job	28
13 Furnishing Materials and Gear	28
14 Working With Other Crafts	28
15 Piece Work	29
16 Use of Trowel Machines	29
17 International Union	29
18 Joint Venture	29
19 Contractor Using Tools	30
20 Stewards	30
21 Savings Plan and Vacation	30
22 Fringe Benefit Payments in Other Areas	31
23 Stacks, Chimneys and Silos	31

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 Minneapolis and St. Paul Builders Divisions, of Associated General Contractors of Minnesota (hereinafter called AGC), and the Minnesota Concrete and Masonry Contractors Association thereafter called MCMCA), are parties to this Agreement in a representative capacity and as agents only, acting on behalf of certain of their members whose names are listed in Schedule 1, which is attached hereto, and on behalf of such additional Employers engaged in building construction as may execute counterparts thereof AGC and MCMCA are entitled to recognition, in such capacity, as agent and collective bargaining representatives for the Employers who are or may become parties hereto, for all the purposes of this Agreement, including its

right, in such capacity, to represent such Employer parties before NLRB or otherwise pursuant to and/or in aid, support, or enforcement of the terms and provisions of this Agreement.

B. The AGC and MCMCA members who are listed on Schedule 1, and such additional AGC and MCMCA members (or other Employers with the consent of the other parties hereto) who may execute counterparts hereof (hereinafter called Employers) are parties hereto as principals, but their status as parties is several and not joint.

C. The labor 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 are parties 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 employer recognizes the Union as the exclusive majority representative of all employees covered by this Agreement between the Associated General Contractors of Minnesota and Cement Masons Local #633 to which the Employer is signatory, pursuant to Section 9(a) of the Labor Management Relations Act. This Majority status has been established by the fact that the Union requested recognition as the majority representative, the Employer's recognition was based on the Union having shown, or offered to show, as evidentiary basis of its majority support. The Employees covered by this agreement shall include all Cement Masons, both journeymen and apprentices, employed by the Employer.

ARTICLE 4

Scope of Agreement

This Agreement shall govern work done in the 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.

Also included in the jurisdiction of this Union is the Mankato area consisting of the following counties: Blue Earth, Nicollet and west half of Lesueur, with a separate wage schedule and different collective bargaining agreement (see Mankato Area Agreement).

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 eighth (8th) day following beginning of employment in such collective bargaining unit of 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, 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.

G. Requirement to conduct employer paid employee physicals by a management's choice is a management right and labor will not discourage employees from participating in any employee physical program.

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 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 Employer agrees not to enter into any labor agreement covering construction jobs, exclusive of maintenance and repair shops and manufacturing

processing, with their Employees on whose behalf any of the Unions have been granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

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

ARTICLE 9 **Violations of Agreement**

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

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

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 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 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 for hearings, which shall begin no later than ten (10) working days after his/her 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 Code and Regulations.

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

C. Respirators shall be provided by the employer when such equipment is necessary to protect the health of the employee. The employer shall provide the respirators, which are applicable and suitable for the purpose intended. The employee shall be responsible for the maintenance of respiratory protection.

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 27 - Letter of Understanding)

ARTICLE 15

Strikes, Lockouts, Work Interference

The Union and the employers agree that there shall be no strike, or other concerted interference with the Employer's business by any of said union and/or members thereof, and there shall be no lock-out 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

The employer agrees that, while subletting or contracting out cement masons work at the jobsite, the Employer will sublet or contract out such work only to a subcontractor who has signed, or is otherwise bound to a written labor agreement entered into with this Union.

When situations arise where it is claimed that no Union subcontractor is available for the proposed work, the Employer and the Union shall meet and agree upon a solution, which may include a Project Agreement.

The Union agrees that when the Employer is required by any imposed requirement to sublet, contract out or award bargaining unit work to any

minority, disadvantaged, small and/or female business enterprise, or any other such similarly designated enterprise, and a dispute exists, the Employer and the Union shall meet and agree upon an equitable solution to the dispute, which may include a Project Agreement.

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 Union will notify the Employers Association in writing, listing the Union authorized Representatives who will deal with the various Employers, make commitments for the Local Union generally, and, in particular those individuals who have the sole authority to act for the Local Union in calling or instituting strikes or any stoppages of work. The Union may, from time to time, amend its listing of authorized Representatives by certified mail. Unless and until this notification has been complied with, any strike is illegal.

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 shuffled 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 establishes only a rate for Employees and in no way relates to manning of 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, within the next working day. If the Employee does not appear to collect the check the Employer will immediately mail the check to the Employee's last known address. If the Employer does not mail the check within the next working day, three (3) hours pay for each working day will be assessed as penalty. The Employer must be informed within five (5) working days of non-receipt or the Employee will forfeit the penalty.

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

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

1. Contributions 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 paid on an hourly basis on all hours worked and not to be pyramided. Example: If hourly wage is \$3.00 plus 10¢ fringe, time and one half overtime rate equals \$4.50 plus 10¢ 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, Fiduciary Agent which may be used shall be selected by competitive bidding upon invitation by Trustees.
5. (a) An Employer will be considered "delinquent" for a particular work month if its required report and payment for that month are not post-marked on or before the 15th day of the following

month (the "due date"), irrespective of whether such delinquency is willful or otherwise.

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

(c) If an Employer becomes delinquent for a particular month (as provided in [a] above), as to any or all of the Trust Funds, and if the reports and the full payment due for such work month (including liquidated damages) are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date, such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or surety bond in form satisfactory to the Trustees and in the face amount of \$25,000 minimum to a maximum amount to be determined by the Fringe Fund Trustees on a contractor-by-contractor basis, 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); 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 bond of \$25,000 minimum to a maximum amount to be determined by the Fringe Fund Trustees on a contractor-by-contractor basis, 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 Fund, including all attorney fees, service fee, 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 expense actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection on behalf of the Trust Funds.

(f) Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees and the Union or its authorized agent 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. 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 an 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 Union and the Trustees, and the Trust Funds shall reimburse the Union for picketing and bannering expenses actually incurred in enforcing such rights.

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

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

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

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

Prevailing Wage Reports

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

ARTICLE 24
Saving Clause

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

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

ARTICLE 25
Entire Understanding

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

ARTICLE 26
Duration

A. All terms of this Agreement shall remain in effect from May 1, 2004 through April 30, 2007.

B. Any party has the right to terminate* or amend this Agreement by giving written 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.

*Pursuant to Section 9(a) of the Act.

C. In the event such written notice is given and a new Agreement is not signed, before the expiration 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. Any fringes earned prior to cessation of work shall be due and payable.

ARTICLE 27

Letter of Understanding

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

SCHEDULES

SCHEDULE 1

List of Contractors

SCHEDULE 2

Hours of Work

(a) Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. A regular days work shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m., with one-half (1/2) hour for lunch. If mutually agreed by the Employer and the Union the hours may be adjusted up to two hour earlier to promote the efficiency of the job.

It is agreed that in situations beyond the control of the contractor, in owner occupied buildings or facilities, the contractor may schedule all work, or portions of work which starts and ends outside the normal work day. Provided such work is not part of a regular multiple shift operation, the first eight hours of work is at straight time. In the event such work is required, the contractor will provide the union with advance notification that work is being performed outside the regular work schedule. This provision applies only to work Monday-Friday.

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.

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). A minimum of three consecutive days shall be required.

The following shall be recognized as legal holidays: New Years Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such legal holidays. When a legal holiday is on a Saturday, Friday will be designated and celebrated as the legal holiday. When a holiday is on a Sunday, Monday will be designated and celebrated as the legal holiday.

It is understood that no work is to be performed on Saturdays and Sundays or legal holidays unless mutually agreed to by the employers and the Union Representatives and upon twelve (12) hours' notice given by the Employer to his representative.

(b) Employees required to start their lunch period more than thirty (30) minutes prior to the start of the regular lunch period on the job, or more than thirty (30) minutes after the start of the regular lunch period on the job shall receive the overtime rate of pay for their lunch period.

Employees shall work through lunch periods only on orders from the Foreman or Employer.

The Employer shall provide clean drinking water on all jobsites.

Employees working alone shall be permitted to use their own judgement.

Employees required to work after 6:00 p.m. shall be given reasonable time off to eat.

SCHEDULE 3
Wages and Classifications

CLASSIFICATION

- 1 - Cement Masons
- 2 - Coloring Mastic Emulsion, Metallic Hardeners, Asphalt
- 3 - Sliding Form or Swing Scaffold, but not including Safety Scaffold
- 4 - Grinding Machines
- 5 - Trap Rock, Granite Composition Epoxy Materials
- 6 - Work in Underground Tunnel
- 7 - Foreman
- 8 - Foreman on crews wherein the majority of the journeymen are performing work requiring premium payments.

Wages Effective May 1, 2004

Class	Basic Wages	H&W	Pension	Savings	Train- ing*	Total	**CAF AGC Only
1	\$28.78	\$4.70	\$6.32	(\$3.59)	\$.45	\$40.25	\$.03
2-6	29.03	4.70	6.32	(3.59)	.45	40.50	.03
7	30.78	4.70	6.32	(3.59)	.45	42.25	.03
8	31.03	4.70	6.32	(3.59)	.45	42.50	.03

On May 1, 2005 and on May 1, 2006, total compensation increase to be based on the U.S. Dept of Labor, Bureau of Labor Statistics, Consumer Price Index data, Midwest Cities Region (www.bls.gov) January-December of the previous year (annual %) with a minimum of 2% and a maximum of 4.5%

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 \$3.59 per hour 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.

*\$.10 per hour is dedicated only to OSHA-10 and Worker Readiness Training directed by the J.A.T.C. The intent is that all journeymen and apprentices receive continuing upgrade training at regular intervals throughout the term of this agreement.

All Health and Welfare, Pension, Savings, and Training contributions are to be sent to: Zenith Administrators, PO Box 295, Minneapolis, Minnesota 55440.

**Contract Administration Fund, effective May 1, 1995 and continuing thereafter during the term of this agreement, applies to contractors signatory to the A.G.C. of MN. These contractors shall pay (\$.03) three cents per hours worked to a Contract Admin-

istration Fund. All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the 15th day of the month following the month in which the work was performed. The Contract Administration Fund shall be administered solely by the Associated General Contractors of Minnesota and shall be used entirely for purposes associated with the negotiation and administration of this contract and related fringe benefit funds. Contributions to this Contract Administration Fund shall be made on a voluntary basis.

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.

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: Epoxy Materials: Any material applied or finished by Cement Masons which contains epoxy resin. Granite Composition: Granite composition

shall mean use of granite in composition of mastic such as Dex O Tex where granite is broadcast on concrete.

NOTE 5: All apprentices in the above classifications shall be governed by the existing provisions of the Minnesota Cement Masons, Plasterers and Shophands Joint Apprenticeship Committee Standards.

SCHEDULE 4 Foremen

When there are three (3) cement masons or more employed, there shall be a working foreman employed. All foremen 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 foremen shall be held responsible for the class of work done under them. All foremen shall be qualified journeymen Cement Masons.

SCHEDULE 5 Superannuated Employees

When an Employee covered by this Agreement, because of old age or disability, is given permission by said Union to work for a wage scale that is different than the scale set up in Schedule 3, such member shall be called privileged Employee and said Employer may employ said privileged Employee at a wage scale that is agreed to by both parties to this Agreement.

SCHEDULE 6 Call In Pay

When the Employees are called to work they shall receive a minimum of eight (8) hours' pay. This, however, does not apply in case of inclement weather or because of any factor beyond the control of the Employer.

SCHEDULE 7

Layoff

The Employee concerned shall be notified of a lay-off two (2) hours in advance. The Employee shall be given reasonable time off to call the Union office in order to secure new employment.

SCHEDULE 8

Parking

The Employer shall provide parking space or pay parking charges for Employees working in the loop areas when said employees are obligated to deliver tools or return tools. The Employer shall provide free parking on jobs located on the University of Minnesota Main and St. Paul Campuses.

SCHEDULE 9

Travel Time, Transportation and Subsistence

(a) The Employers agree to pay traveling time and transportation of \$15.00 per day on jobs 35 to 50 miles and \$20.00 per day on jobs over 50 miles. The miles referred to above are the distance traveled by the most direct route by road from the city limits of Minneapolis and St. Paul. Travel time and transportation shall not be paid on any job in Ramsey or Hennepin counties or to any Employee living within 35 miles of the jobsite.

(b) If said Employee quits before the job is finished, he is entitled to railroad fare one way only if he has worked at least one (1) week.

(c) When an Employee covered by this Agreement is directed by the Employer to travel to a job located outside the scope of this Agreement and is further required to remain away from home overnight, board and lodging shall be paid for the Employee at the sum of twenty-five dollars (\$25.00) per day.

(d) For the purpose of the Wage and Hour Regulations, travel and subsistence allowance shall be paid on a separate check apart from wages.

SCHEDULE 10

Mixtures

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 11

Unfinished Work

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

SCHEDULE 12

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 13

Furnishing Materials and Gear

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

SCHEDULE 14

Working With Other Crafts

No craftsman covered by the provisions of this Agreement shall be required by his/her Employer to work on Buildings or jobs where workmen of another craft have been assigned to perform work that has

definitely been established as being work of craftsmen covered by this Agreement.

SCHEDULE 15 **Piece Work**

There shall be no work subcontracted on a piece work basis or on a square footage labor only basis.

SCHEDULE 16 **Use of Trowel Machines**

All floors that are to be machine finished will be hand trowelled after machining unless otherwise specified by the architect, engineer, owner or contractor.

SCHEDULE 17 **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 of 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 18 **Joint Venture**

On a project where a Contractor who is signed to this Agreement forms a joint venture with another Contractor who is signator 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 Highway-Heavy Division Agreement with Cement Masons Local No. 633, the resulting joint venture shall be bound by this Agreement on building work performed thereunder and by said Highway-Heavy agreement on highway and heavy work performed thereunder. This Article shall be effective only on projects located within the geographical areas described in the respective Agreements.

SCHEDULE 19

Contractor Using Tools

No Employer shall use the Cement Masons' tools or perform any work normally performed by Employees covered by this Agreement on any commercial and/or industrial building which contains 4,000 square feet or more of interior concrete floor unless qualified Cement Masons are unavailable.

SCHEDULE 20

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 the 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 21

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/she has accrued during the preceding June 1st through May 31st period. The Savings Plan shall be governed by the terms of the Trust Agreement as well as the provisions of Article 21.

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 than 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 22

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 23

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.

**MINNEAPOLIS AND ST. PAUL BUILDING
DIVISIONS OF ASSOCIATED
GENERAL CONTRACTORS OF MINNESOTA**

Keith Kramer

**MINNESOTA CONCRETE AND MASONRY
CONTRACTORS ASSOCIATION**

Gary Botzek

**MINNESOTA CEMENT MASONS,
PLASTERERS AND SHOPHANDS
LOCAL NO. 633**

**Larry T. Vee, Business Manager
Robert Ridge, Business Agent
Greg Massey, Business Agent
Don Rachner, President**

Signed this 1st day of May, 2004.