

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

and

**ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA
and
MINNESOTA STEEL ERECTORS ASSOCIATION**

Effective May 1, 2004 - April 30, 2007

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

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

Article 1-CONSIDERATIONS FOR AGREEMENT

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

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

Article 2-DESIGNATION OF PARTIES

A. The parties to this Agreement are: The Associated General Contractors of Minnesota, Inc. (hereinafter referred to as the AGC), the Minnesota Steel Erectors Association, (hereinafter referred to as the MSEA) which is acting on behalf of certain of its members who have assigned bargaining rights to the MSEA, or have agreed to be bound to the terms of this Agreement through the AGC or on behalf of such additional Employers as may execute identical counter parts thereof through the AGC (hereinafter referred to as the Employer(s) and Iron Workers Local Union No. 512 (hereinafter referred to as the Union), affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (hereinafter referred to as the International Association).

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

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

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

Article 3-UNION RECOGNITION

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

Article 4-SCOPE OF AGREEMENT

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

Area A.

(1) The following counties in their entirety in Minnesota: Anoka, Benton, Big Stone, Blue Earth, Brown, Carver, Chippewa, Chisago, Cottonwood, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Isanti, Kanabec, Kandiyohi, Lac Qui Parle, LeSeuer, Lyon, McLeod, Meeker, Mille Lacs, Morrison, Mower, Nicollet, Olmsted, Otter Tail, Pope, Ramsey, Redwood, Renville, Rice, Scott, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Waseca, Washington, Watonwan, Winona, Wright and Yellow Medicine.

(2.) The following counties in their entirety in the State of Wisconsin: Barron, Buffalo, Chippewa, Clark, Dunn, Eau Claire, Jackson, Pepin, Pierce, Polk, St. Croix, Taylor and Trempeleau and Rusk.

Area B.

(1). The following counties in their entirety in Minnesota: Aitkin, Becker, Beltrami, Carlton, Cass, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Koochiching, Lake of the Woods, Mahnommen, Pennington, Pine, Roseau, and St. Louis.

(2) The following counties in their entirety Wisconsin: Ashland, Bayfield, Burnett, Douglas Price and Sawyer.

Area C

The State of North Dakota in its entirety, and the following counties in Minnesota: Clay, Kittson, Marshall, Norman, Polk, and Wilkin. (Region C will continue to operate under the terms and conditions of the existing Iron Workers Local Union No. 793 Collective Bargaining Agreement with the AGC of North Dakota until the expiration date of that Agreement on April 30, 2006.

Area D.

The following counties in their entirety in Minnesota: Jackson, Lincoln, Martin, Murray, Nobles, Pipestone and Rock. (Region D will continue to be governed and operate under the terms and conditions of the existing Iron Workers Local Union 184 collective bargaining agreement, but may come under 512's control in the future, pending further action by the International.

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

the International Association; which shall be incorporated herein by reference.

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

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

Article 5-UNION SECURITY

A. The Union shall be entitled to Union Security to the extent that each Employee in the collective bargaining unit represented by the Union shall, on the eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of the Union as a condition of employment. Employees who pay the Local Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.

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

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

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

Article 6-HIRING

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

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

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

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

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

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

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

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

(1.) Failure to take the JAC Test and/or failure to appear for Oral Interviews before the JAC, both of which are

- required and contained in the apprentice trade standards covering Iron Workers, or
- (2). Failure to appear for oral interviews before the JAC, or
 - (3). Failure to successfully complete or comply with any portion of the apprenticeship acceptance standards as contained in the Union's Apprentice Trade Standards covering Iron Workers, including a drug screen, if required.

Article 7-INSURANCE AND TAXES

- A.** The Employer agrees to carry any and all insurance and pay all applicable taxes as required by applicable State and Federal law.
- B.** The Employer shall provide State Workers' Compensation Insurance coverage and State Unemployment Insurance coverage for all Employees working under the terms and conditions of this Agreement. The coverages enumerated above shall be those called for by the State in which a particular project is located. All Employers must furnish the Union with proof of the necessary coverages enumerated above – said proof to consist of the appropriate policy number and insurance carrier's name, address and telephone number.

Article 8-CONFLICTING AGREEMENTS

- A.** The Employer agrees not to enter into any labor agreements covering construction jobs, exclusive of maintenance and repair shops and manufacturing processes, with their Employees on whose behalf the Union has been granted recognition hereunder, which in any way conflicts with the terms and provisions of this Agreement.
- B.** If the Union enters into any Agreement with any individual Employer or group of Employers competing in the same type of work which provides for less favorable Employee wages, hours or conditions of employment than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions of employment.
- C.** The Union agrees that if its parent International Association grants privileges, terms or conditions of employment more advantageous than those contained in this Agreement to other Employers on any project agreement, then the Employers signatory to this Agreement may, upon written notice to the Union (here referring to Iron Workers Local Union No. 512), take advantage of such better privileges, terms, or conditions of employment on that project.
- D.** If the Union (here referring to Iron Workers Local Union No. 512) enters into a site-specific project agreement with another Employer that contains more favorable privileges, terms or conditions of employment than those contained in this Agreement, the Union agrees to provide those same more favorable privileges, terms or conditions of employment to any other Employer bidding or negotiating on that specific project. It is agreed that Employers who desire the more favorable conditions must make this request to the Union.
- E.** The parties recognize that Iron Workers Local Union No. 563 of Duluth, MN, and Iron Workers Local Union No. 793 of Bismark, ND, both belonging to the Union's parent International Association, have merged into the Union, and that further mergers with other locals may take place during the term of this Agreement. The parties further recognize that in the event of such mergers, it is in the their mutual interest for the Union to maintain the collective bargaining relationship with signatory employers who currently have collective bargaining agreements with said locals. Accordingly, the parties hereby agree that paragraph B shall not apply to any collective bargaining agreements currently in effect as of the date of this Agreement to which the Union has become or shall become a party as a result of a merger with another local.

Article 9-VIOLATIONS OF AGREEMENT

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

Article 10-DISCHARGE

- A.** Management shall have the right to determine employment qualifications of Employees and may discharge any Employee whose work, in Management's discretion, is unsatisfactory, or who fails to observe reasonable rules, regulations and safety precautions prescribed by the Employer or any governmental agency.

Article 11-SETTLEMENT OF DISPUTES

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

B. 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).

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

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

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

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

D. Should the Disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the Joint Disputes Board, then the matter maybe 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 the Neutral Chairman's 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.

(1.) 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.

(2.) 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.

(3.) 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 12-MANAGEMENT

A. Management reserves the right to manage its jobs to the best interests of Management, the right to retain or dispense with Employees, to increase or reduce the number of Employees needed on each project, except that on structural steel erection jobs, four (4) Employees and a Foreman are required. On all other structural steel erection jobs of four (4) hours or less of actual erection by a crane, the number of Employees and Foremen employed shall be left to the discretion of the Employer.

B. Management shall have the right to determine employment qualifications of Employees and may discharge any Employee whose work, in Management's discretion, is unsatisfactory or who fails to observe the reasonable rules, regulations or safety precautions prescribed by the Employer or any governmental agency.

C. The Employees shall use any tools, equipment, machinery, materials, products or procedures of their craft, as 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 the several State and Federal Construction Safety Codes and Regulations.

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

C. Employees who are injured on the job and are unable to continue work for the remainder of that workday because of said injury, as determined by the Employer or a physician, shall receive full time pay for the day, not to exceed eight (8) hours pay at the applicable Base Wage Rate, plus fringes.

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

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

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

E. The AGC of Minnesota, Inc. and Iron Workers Local Union No. 512 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.

(1.) The operation of the Workers' Compensation Fund will be determined by the Trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the Trustees, and the parties hereby designate as their representatives on the Board of Trustees such Trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust. The parties hereto agree to be bound by the delinquency collection procedures established by the Trustees of the Fund, as may be revised from time to time.

(2.) 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.

Article 14-PICKETS, BANNERS AND STRIKES

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

Article 15-NO STRIKE-NO LOCKOUT

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

Article 16 - SUBCONTRACTORS

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

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

(1.) In the event a breach of this Article is found in any resolution under the grievance and arbitration procedure of this Agreement, the signatory Employer shall pay the difference between the wage rates, working dues and fringe benefit contributions paid by the non-signatory employer or subcontractor to or on behalf of its Employees and the wage rates, working dues and fringe benefit contributions required by this Agreement. The wage rate differential shall be paid to the Employees; the working dues to the Union and the fringe benefit contributions to the Twin City Iron Workers Fringe Benefit Funds. Additionally, the arbitrator shall have the authority to award damages, interest and reasonable attorney fees in the event that the arbitrator finds an intentional violation of this Article. The wage rate differential shall be paid to the Employees; the working dues to the Union; and the fringe benefit contributions to the Twin City Iron Workers Fringe Benefit Funds, or such other appropriate, existing Trust Funds, as set forth in Article 21-Fringe Benefits, A

Article 17-UNION REPRESENTATIVES

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

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

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

Article 18-ROTATION OF EMPLOYEES

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

Article 19-PAYROLL RECORDS

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

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

Article 20-PAYDAY AND WAGE PAYMENT

A. The regular payday for each respective Employer shall be once a week on such day as agreed upon between the Employer and the Union. Wages shall be paid before quitting time and wages are to be paid in cash, negotiable check, or other legal tender.

(1.) The Employer agrees to provide the following information on an Employee's payroll check stub: Name of Employee and Employee Social Security Number; date of payment, payroll period, hours paid at straight time and/or overtime rates, gross pay, all deductions and purposes thereof and net pay. If payment is made by a method other than negotiable check, a separate statement, on company letterhead, shall accompany each payment of wages and such statement shall provide the same information as required on payroll check stubs.

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

B. Employers may withhold four (4) days' pay in order to enable them to prepare the payroll, and the Employee shall be paid on the job no later than the fourth (4th) day. (Example) For a pay period that ends on Friday, Employees shall be paid on Thursday. For a pay period that ends on Wednesday, Employees shall be paid on Tuesday.

C. When Employees are laid off or discharged, they shall be paid in full on the job, or where necessary, at the office of the Employer. Where it is necessary to mail the payroll check, the check shall be postmarked not later than the regular workday immediately following the lay-off or discharge, with such payroll check mailed to the Employee's last known address.

(1.) For every day of delay in payment of wages due to laid off or discharged Employee(s), the Employer shall pay the affected Employee(s) two (2) hours at the applicable Base Wage Rate, plus fringes, for each such day of delay.

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

(3.) When Employees quit of their own accord, they shall wait until the next regular payday for wages due them and if the payroll checks are to be mailed, they must be postmarked not later than the Employer's regular and customary payday.

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

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

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

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

(4.) The affected Employee(s) must furnish the Union and the individual Employer in question with relevant bank statements and/or fees showing proof of such N.S.F. fees before any payment shall be made, as per Subsection (3.) above.

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

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

Article 21-FRINGE BENEFITS

A. General Provisions. The Employer agrees to contribute and forward every month, not later than the twenty fifth (25) day of the following month (hereinafter called the "due date"), such sums for defined benefit pension, defined contribution pension, health and welfare, apprentice and training funds, plus the deductions from the Base Wage Rate for Vacation Fund contributions and the other purposes approved by the Union and the Employee, as may be designated in SUPPLEMENTS - Schedule 2- WAGES, for each hour worked by all Employees covered by this Agreement. The Funds shall be known separately as the Twin City Iron Workers Pension Fund, Twin City Iron Workers Defined Contribution Pension Plan, Twin City Iron Workers Health and Welfare Fund, Twin City Iron Workers Apprentice and Training Fund, Twin City Iron Workers Savings Fund, and Ironworkers Management Progressive Action Cooperative Trust (IMPACT), collectively as the Twin City Iron Workers Fringe Benefit Funds, each governed under separate Trust Agreements, and copies of which the Employer will receive and to which the Employer is automatically bound. The respective Fund Trustees shall equally represent the Union and the Employers.

(1.) Contributions are to be paid on one check for all fringes to an administrative agency with a local office.

(2.) Reporting forms and instructions are to be standardized with other basic trades whenever possible.

(3.) Contributions are to be paid on an hourly basis for all hours worked and are not to be pyramided.

Example: If the hourly wage is \$3.00 plus 10¢ for fringes, the time and one-half overtime rate would be \$4.50 plus 10¢ for fringes, and the double time overtime rate would be \$6.00 plus 10¢ for fringes.

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

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

(5.) There shall be no requirement that Employees sent to work outside the scope of this Agreement be paid fringes, nor shall the Employer be required to duplicate fringe contributions.

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

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

(2.) An Employer who is delinquent in paying the contributions, interest, liquidated damages, audit fees or any other amounts due to the Twin City Iron Workers Fringe Benefit Funds shall be obligated to reimburse the Twin City Iron Workers Fringe Benefit Funds for all fees and expenses incurred in collecting such amounts including, without limitation; reasonable attorney's fees, accounting and audit fees and court costs.

(3.) In order to assure payment of fringe contributions, the Trustees shall require the Employer to post a bond issued by a duly licensed surety company on a form furnished by the Trustees in an amount from \$25,000.00 up to \$100,000.00, depending upon (i) the number of Iron Workers employed, (ii) the creditworthiness and financial strength of that Employer, and (iii) any other factors the Fund's Trustees consider relevant to the determination of that Employer's ability and willingness to satisfy its fringe contribution obligations under this Agreement.

a. Each Employer must furnish the trustees proof of an in-place fringe benefit bond on an annual basis. Such proof of coverage shall consist of the duration of such bond, the appropriate policy number of such bond, and the insurance carrier/surety's, address, telephone number and contact person.

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

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

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

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

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

D. Owner-Operators:

(1.) Each person on first becoming an owner-operator must elect whether they are to be treated as an owner-operator for purposes of contributions to the Fringe Benefit Funds. The foregoing election shall be irrevocable, shall apply throughout the lifetime of that person, and may never be changed even if the person ceases to be an owner-operator and later qualifies as an owner-operator once again.

a. There shall be a maximum of two (2) owner-operators per Employer (of any description or type), who may elect to be treated as an owner-operator

(2.) A person who has elected to be treated as an owner-operator for contributions to the Fringe Benefit Funds shall be required to contribute to each of the Fringe Benefit Funds based on 160 hours (or such other number of hours as maybe set by the Trustees of the Fringe Benefit Funds) for each month that the person qualifies as an owner- operator.

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

(4.) For purposes of this section, an "owner-operator" is any person who (i) owns (directly or indirectly) five percent (5%) or more of the combined voting power of all classes of stock entitled to vote or the total value of shares of all classes of stock of a corporate Employer, and (ii) performs any work for that corporation of a type which would be covered under this Agreement. For this purpose, a person shall be deemed to own all stock owned by their spouse and children.

(5.) The minimum contribution specified above for owner-operators who have elected to contribute to each of the Fringe Benefit Funds as owner-operators shall be offset by any hours for which Fringe Benefit Fund contributions are made for that month on behalf of the owner- operator based on their employment by an unrelated Employer.

(6.) No Fringe Benefit Fund contributions shall be made for any person who is a proprietor or partner in an unincorporated Employer based on work performed by that person as a proprietor or partner.

E. Any and all fringe contribution rates shall be open for adjustment and such adjustment shall operate to adjust wages in a like amount.

F. The parties recognize that these mergers and possible future expansions of the Union's geographic jurisdiction may result in participation by the Union's members in additional Trust Funds associated with regions not previously within the Union's jurisdiction. The parties further recognize the need for a cohesive and uniform fringe benefits plan to the extent feasible and that contribution amounts to said Trust Funds may need to be adjusted during the term of this Agreement in order to facilitate a transition to a cohesive plan of benefits. Accordingly, upon notifying the Employer and consistent with the applicable procedures in the governing Trust Agreements, the Union may make changes in the contribution rates, and in conjunction with the appropriate fund trustees, may pursue merger, termination or freezing of said Trust Funds. It is agreed that negotiations to effect a successor collective bargaining agreement between the AGC and the MSEA, and Ironworkers Local 512, and those parties who may become signatory to this agreement or successor agreements through amalgamation or merger, shall be conducted between the above three parties.

Article 22-SAVING CLAUSE

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

B. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Article 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 23-ENTIRE UNDERSTANDING

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

Article 24-DURATION

A. All terms of this Agreement shall take effect on May 1, 2004.

B. This Agreement shall remain in full force and effect through April 30, 2007.

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

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

SUPPLEMENTS

Schedule 1 - HOURS OF WORK

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

(1.) The Employer may establish workdays as follows:

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

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

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

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

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

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

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

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

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

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

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

D. There shall be no pyramiding of overtime.

E. The following shall be recognized as holidays: New Years Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

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

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

Schedule 2 - WAGES

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

May 1, 2004

REGION A

Base Wage*	Health & Welfare	Defined Benefit Pension	Defined Contrib. Pension	Appr./ Training	IMPACT FUND	TOTAL	CAF
\$29.80	\$5.65	\$6.35	\$3.00	\$0.52	\$0.07	\$45.39	\$0.03

May 1, 2005

Plus \$1.55* per hour – subject to future allocation. \$46.94 \$0.03

May 1, 2006

Plus \$1.55* per hour – subject to future allocation. \$48.49 \$0.03

*Savings Fund Deduction. Included in the base wage of \$29.80 is a vacation fund deduct of \$2.65 per hour, which is subject to all applicable taxes and then withheld from the employee's net wages.

B. Fringe Fund payments (including deductions from the Base Wage Rate for Savings Fund contributions and other purposes) shall be sent to the authorized third party administrator, Wilson-McShane Corporation, 3001 Metro Drive, Suite 500, Bloomington, MN 55425. Wilson-McShane Corporation shall deposit the appropriate amount in each of the Fringe Funds (including the Vacation Fund) and shall transmit to the Union that portion of the total deductions from the Base Wage Rate that is equal to the agreed upon deductions between the Union and the Employee.

Leadman	(2 or less employees)	\$1.00 per hour above Journeyman's base wage rate
Foreman	(3 or more employees)	\$2.00 per hour above Journeyman's base wage rate
General Foreman		\$4.00 per hour above Journeyman's base wage rate

May 1, 2004

REGION B

Base Wage*	Health & Welfare	Defined Benefit Pension	Defined Contrib. Pension	Appr./ Training	IMPACT FUND	TOTAL	CAF
\$24.65	\$4.69	\$6.35	\$3.75	\$.52	\$.07	\$40.03	\$.03

May 1, 2005

Plus \$1.55* per hour – subject to future allocation.						\$41.58	\$.03
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May 1, 2006

Plus \$1.55* per hour – subject to future allocation.						\$43.13	\$.03
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*Savings Fund Deduction. Included in the base wage of \$24.65 is a savings fund deduct of \$2.30 per hour, which is subject to all applicable taxes and then withheld from the employee's net wages.

C. The defined Benefit Pension, Defined Contribution Pension, Apprenticeship Training Fund, IMPACT Fund, the Savings Plan and Working Dues should be mailed to Wilson McShane, 2002 London Drive, Room 300, Duluth, MN 55812. Wilson-McShane Corporation shall deposit the appropriate amount in each of the Fringe Funds (including the Savings Fund) and shall transmit to the Union that portion of the total deductions from the Base Wage Rate that is equal to the agreed upon deductions between the Union and the Employee.

D. The Health & Welfare Fund contributions should be mailed to Zenith Administrators, Duluth Building Trades Welfare Fund, 314 West Superior St, 750 Tory Building, Duluth, MN 55802

Foreman (2-5 employees)	\$1.50 per hour above Journeyman's base wage rate
Foreman (6 or more employees)	\$2.00 per hour above Journeyman's base wage rate
General Foreman	\$3.50 per hour above Journeyman's base wage rate

May 1, 2004

REGION C

Base Wage*	Health & Welfare	Defined Benefit Pension	Defined Contrib. Pension	Appr./ Training	III	TOTAL	CAF
\$20.54	\$4.69	\$6.451	\$2.65	\$.28	\$.02	\$32.69	\$.03

May 1, 2005

Plus \$1.55* per hour – subject to future allocation						\$34.24	\$.03
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May 1, 2006

Plus \$1.55* per hour – subject to future allocation.						\$35.79	\$.03
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Foreman (2 or less employees)	\$1.50 per hour above Journeyman's base wage rate
Foreman (3 or more employees)	\$2.50 per hour above Journeyman's base wage rate
General Foreman	\$3.25 per hour above Journeyman's base wage rate

E. The Defined Benefit Pension, Apprenticeship Training Fund, and III should be mailed to American Benefit Plan Administrators, Inc., P.O. Box 16200, Phoenix, AZ, W85011-6200.

F. The Health & Welfare Fund contributions should be mailed to Zenith Administrators, Duluth Building Trades Welfare Fund, 314 West Superior St, 750 Tory Building, Duluth, MN 55802.

G. The Defined Contribution Pension contribution and Working Dues deduction shall be sent to Wilson McShane, 3001 Metro Boulevard, Suite 500, Bloomington, MN 55425

(1.) The Employer agrees, upon written authorization from the individual Employee, to deduct from the Employee's gross wages, working dues in the amount of two and one-half percent (2 1/2%) of the Employee's gross wages, which shall be levied by the Union on its members on a uniform basis, and to promptly remit the same to the recognized third party administrator, with an itemized statement showing from whom deducted and the amount thereof. The Employer shall have ten (10) days to correct any errors on the working dues check-off deduction upon notification from the Union. The Union shall be responsible for obtaining signed authorization cards.

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

H. The Union may vote to increase any of the fringe fund contributions above, and should the Employer receive notice from the AGC of any changes, the wages will be reduced by the amount of that fund increase. The Union may also vote to increase the amount of the deductions from the Base Wage Rate to be allocated between Vacation Fund contributions and other deductions. The Total Pkg. column, however, will not change during the life of the Agreement.

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

(2.) When two or less Employees are employed on a job site, one shall be selected by the Employer to act as Lead-man.

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

(4.) General Foreman - Whether to hire a General Foreman will be the Employer's decision.

I. Apprentices - Employers signatory to this Agreement shall be bound by the current approved Apprenticeship Standards established by the Iron Workers Local Union No. 512 Joint Apprenticeship Committee (hereinafter referred to as the JAC) and by applicable Federal and State law.

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

(a.) The starting wage rate for Apprentices shall be seventy percent (70%) of the Journeyman Base Wage Rate, plus all fringe benefits provided for in this Agreement.

J. No less than six (6) Employees and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on rigs for structural steel erection, no less than four (4) Employees and a Foreman shall be employed.

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

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

K. Stewards - There shall be a steward on each job who shall be appointed by the Business Agent.

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

L. Contract Administration Fund - Effective May 1, 1995 and continuing thereafter during the term of this Agreement, Employers signatory to this Agreement shall pay three cents (\$.03) per hour worked to a Contract Administration Fund.

(1.) All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the twenty fifth (25) day of the month following the month in which the work was performed.

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

(3.) The Contract Administration Fund shall be administered solely by the Associated General Contractors of Minnesota, Inc. and shall be used entirely for purposes associated with the negotiation and administration of this Agreement and related fringe benefit funds.

Schedule 3-SHIPPING

A. Employees shipped to jobs or work out of the jurisdiction of Iron Workers Local Union No. 512 shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days, or until the job is completed, if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular rate for such time or such Employee shall be shipped back to the shipping point with time and transportation paid by the Employer. Employees shipped to any job through the Union and who fail to live up to the Agreement they were shipped under, or refuse to work, shall be held responsible by the Union and the Employer shall be reimbursed by the Union for the actual expenses incurred.

Schedule 4-BREAK

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

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

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

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

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

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

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

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

Schedule 5-CALL IN PAY

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

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

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

Schedule 6-TOOLS AND EQUIPMENT

- A.** All Employees are required to furnish their own non-power hand tools, such as tool belts, spud wrenches and pliers, etc. All such hand tools so furnished by the Employee shall be in good condition and suitable to perform the work at hand.
- (1.)** Employees employed on ornamental work shall furnish, for their own use, all necessary hand tools to enable them to effectively install such work.
- B.** All such hand tools furnished by the Employee (including consumables such as drill bits, taps, hacksaw blades, etc.) shall be replaced by the Employer within a reasonable time with tools of the same make and model and/or of equal value as those broken, provided that when a tool is broken, the Employee must turn in the broken tool to an authorized Employer representative in order to have it replaced.
- C.** Employees shall not be held responsible for the loss of tools or equipment in their charge.
- D.** Employees shall not be required as a condition of employment to furnish their own truck or equipment, including welding machines, burning torches, grinders, etc., nor shall Employees be required as a condition of employment to rent the same to any Employer.
- E.** Employees when welding shall be furnished suitable replacement of welding gloves when worn out on the job. Protective safety clothing and safety equipment, such as fall protection harnesses and lanyards, welding sleeves or jackets, burning goggles, grinding shields, hard hats, safety glasses, ear protection, traffic safety clothing and specialty safety shoes (such as metatarsal arch protective shoes, etc. and only when required), shall be furnished by the Employer to all Employees. Such clothing and equipment so furnished shall be checked in and out of the Employer's tool room in the same manner as tools and when so issued, shall be worn by the Employees involved and shall remain the property of the Employer, and shall be returned to the Employer upon termination of employment.
- F.** All necessary tools and clothing furnished by Employees to complete the work at hand and stored in the Employer's change shack, trailer or tool box and are subject to loss from theft by forcible entry, fire, flood or other means shall be replaced by the Employer, at no cost to the Employees, upon notification and presentation of a statement of loss to the Employer or its representative.
- (1.)** Prior to beginning employment, the Employer may require each Employee to supply a list of all tools and clothing so stored or left on the jobsite between working hours in order to be protected by this Section.
- G.** The Employer shall furnish clean, potable drinking water daily (with ice when needed) and sanitary drinking cups at all times. Water will be located in close proximity to work areas and shall be easily accessible.

Schedule 7-WORK LIMITATION

- A.** There shall be no limitation placed on the amount of work to be performed by any Employee during working hours.
- B.** The Union prohibits piecework of any description.
- C.** No Employee shall be permitted to receive wages for more than one job at the same time.

Schedule 8-APPRENTICESHIP/TRAINING FUND

- A.** It is understood that the Trust Agreement and the Training Program shall be under the supervision of the Iron Workers Local Union No. 512 Joint Apprenticeship Committee (hereinafter referred to as the JAC).
- (1.)** It is further agreed that all rules and action taken by the JAC and agreed to by the Union and Employer Trustees shall be abided by.
- B.** The Employer and the Union have agreed to the following in order to increase the use of Apprentices and thereby training a sufficient number of Apprentices to meet the needs of the ironworking industry in all its phases.
- (1.)** Any Employer shall be permitted to employ Apprentices on structural, reinforcing and rigging jobs at a ratio of not more than one (1) Apprentice for every four (4) Journeyman on a company wide basis.

- (2.) On ornamental or curtainwall work which is normally performed by two (2) Journeymen, the Employer shall be permitted to employ Apprentices at a ratio of not more than one (1) Apprentice to one (1) Journeyman.
- (3.) In a sheeting gang, the Employer shall be permitted to employ Apprentices in a ratio not to exceed one (1) Apprentice to two (2) Journeyman.
- (4.) Apprentices shall be laid off in proportion to Journeyman being employed by the Employer at the time of the lay-off.
- (5.) Apprentices may be rotated or shifted only for purposes of training in all phases of the ironworking trade.
- (a.) Apprentices may petition the JAC to shift from one phase of the trade to another upon completion of the required hours in a particular phase, i.e., to shift from reinforcing steel installation to structural steel erection, etc. This may be accomplished by merely shifting the Apprentice within the operations of the original Employer or by assignment to a different Employer. In any event, the JAC shall have the final authority to act upon any such petition.
- C. During the term of this Agreement, all Employees in the bargaining unit shall complete the OSHA Ten (10) Hour Training Course, required MSHA training, required employee training, owner or Employer requirements, and eight (8) hours of skill upgrade training. The JAC, in conjunction with the Employers, shall provide and pay for this training.
- (1.) It is understood that five (5) cents (\$.05) of the first year's (2004) settlement amount shall be allocated to defray the expenses of this training.

Schedule 9-SUBSISTENCE

- A. Subsistence pay shall be paid to the Employee at the rate of fifteen dollars (\$15.00) for each working day on the job, on jobs located more than forty (40) miles but less than sixty (60) miles from the nearest point of the city limits of Minneapolis and St. Paul in Region A, or Duluth in Region B, or where the Employee lives more than forty (40) miles but less than 60 miles from the job site.
- B. On those job sites located more than sixty (60) miles from the nearest point of the city limits of Minneapolis and St. Paul in Region A, or Duluth in region B, or where the Employee lives more than sixty (60) miles from the job site and when the Employee does not stay overnight, subsistence pay shall be paid to the Employee at the rate of thirty dollars (\$30.00) for each working day on the job.
- C. On those jobs located more than sixty (60) miles from the nearest point of the city limits of Minneapolis and St. Paul in Region A, or Duluth in Region B, or where the Employee lives more than sixty (60) miles from the job site and when the Employee stays overnight, subsistence pay shall be paid to the Employee at the rate of fifty dollars (\$50.00) for each working day on the job.
- D. On those jobs located twenty five (25) miles or less from the central point of the City of Rochester, MN., said central point designated as the intersection of Second Avenue and Second Street in downtown Rochester, MN., there shall be a subsistence-free work zone. All job sites not within this subsistence-free work zone shall be governed by the applicable Sections set forth above and below.
- E. Subsistence pay shall be paid to the Employee at the rate of fifteen dollars (\$15.00) for each working day on the job, on jobs located more than forty (40) miles but less than sixty (60) miles from the Eau Claire, Wisconsin County Courthouse, or where the Employee lives more than forty (40) miles but less than sixty (60) miles from the job site.
- F. On those jobs located more than sixty (60) miles from the Eau Claire, Wisconsin County Courthouse or where the Employee lives more than sixty (60) miles from the job site and when the Employee does not stay overnight, subsistence pay shall be paid to the Employee at the rate of thirty dollars (\$30.00) for each working day on the job.
- G. On those jobs located more than (60) miles from the Eau Claire, Wisconsin County Courthouse or where the Employee lives more than sixty (60) miles from the job site and when the Employee stays overnight, subsistence pay shall be paid to the Employee at the rate of fifty dollars (\$50.00) for each working day on the job.
- H. Mileage shall be determined by the distance traveled on the most direct route by road.

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

J. When a holiday falls on a Tuesday, Wednesday or Thursday, Employees eligible to receive subsistence under Sections A., B., C., E., F., or G. above, shall receive subsistence for that day.

K. If free parking is not available within three (3) blocks of any jobsite within the geographic jurisdiction of the Union and the Employee is required to pay parking, the Employer shall reimburse the Employee at the rate of three dollars (\$3.00) per day for parking effecting June 4, 2001. Effective May 1, 2002, the Employer shall reimburse the Employee at the rate of five dollars (\$5.00) per day for parking.

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

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

Schedule 10--SHEAR LUGS

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

LETTER OF UNDERSTANDING

A. Agreement with the AGC proposal that Local 512 Defined Benefit Pension Plan, Health & Welfare Fund, and Apprentice and Training Fund, adopt a binding arbitration procedure covering any future impasses by those fund trustees, provided that such binding arbitration procedures shall take effect on September 1, 2006, and provide further that, Management trustees on the above named funds withdraw any and all current motions outstanding before the above named Trust Funds. There shall be no motions before the above named Trust Funds that are subject to binding arbitration procedures in the intervening time from May 27, 2004 to September 1, 2006.

B. Local 512, and AGC and MSEA, reserve the right to consult with legal counsel prior to drafting binding arbitration language, but envision language modeled after the American Arbitration Association/International Foundation guidelines. (The following is suggested language from the AAA).

"Effective September 1, 2006, in the event that the employer and employee groups of trustees deadlock on any question of the administration of the fund, the trustees shall, upon written application of the employer trustees or the labor trustees, submit such dispute to an impartial umpire in accordance with the American Arbitration Association's impartial Umpire Rules for Arbitration of Impasses Between Trustees of Joint Employee Benefit Trust Funds. The decision of said umpire shall be final, binding and conclusive upon the trustees and all persons concerned. The fee of the impartial umpire and the American Arbitration Association, together with such other costs and expenses as may be authorized by the trustees, shall be proper charges against the fund, which the trustees are authorized to pay."

LETTER OF UNDERSTANDING

Trust Fund Mergers. To establish the new area agreement, mergers of Local 512, Local 563 and Local 793 Trust Funds may be required. These mergers will require actuarial and legal analysis and counsel and will be accomplished under the authority of the Local 512 Twin City Ironworkers Fringe Benefit Funds and with notification to existing trust fund trustees in the former local 563 and Local 793 areas. AGC, MSEA, and Ironworkers Local 512 endorse these mergers when beneficial to all parties and authorize their respective management and union trustees to perform the required actuarial and legal analysis to effect those mergers, when desired. This may be accomplished by letters of intent between the parties to this agreement.

LETTER OF UNDERSTANDING

The AGC and International Association of Bridge, Structural and Ornamental Iron Workers Local 512 agree that the Letter of Understanding applies to Article 14 of the 1981, 1982, 1983 Agreement.

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

William H. Gary

C. E. McKenna

Signed this 17th day of September 1981.

LETTER OF UNDERSTANDING

The AGC and Ironworkers Local Union No. 512 agree to adopt mutually agreeable language for the purpose of confirming an understanding and providing potential applicants to the Ironworkers Local Union No. 512 Joint Apprenticeship Program. This language may be implemented to address wage levels, entry into the apprenticeship program, hiring language, layoff language and prevailing wage protection. The implementation date of this program shall be no later than May 1, 2002.

David C. Semerad

Richard L. Frahm

Signed this 5th day of June 2001

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

By: David C. Semerad,
Chief Executive Officer

Signed this day of

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

By: Charles Witt
Business Manager – FS/T

Signed this day of

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

Employer (exact company name)

Company Address

(city) (state) (Zip)

(Print officer name) (Title)

(Signature)

(Area code) (phone)

(Area code) (fax)

International Association of Bridge, Structural,
Ornamental and Reinforcing Iron Workers
Local Union No. 512
St. Paul, MN

Charles Witt, Business Manager-FS/T