

TRADE AGREEMENT
between
MINNESOTA ENVIRONMENTAL CONTRACTORS ASSOCIATION
and
LABORERS DISTRICT COUNCIL OF MINNESOTA AND NORTH DAKOTA
ON BEHALF OF ITS AFFILIATED UNIONS
January 1, 2017 – December 31, 2019

THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, hereof, establishes rates of pay, wages, hours of employment, fringe benefits, and vacation, where applicable and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction work in the State of Minnesota, excluding work in the counties of Kittson, Marshall, Polk, Pennington, Red Lake, Norman, Mahnomen, Roseau, Lake of the Woods, Beltrami, Clearwater, Koochiching, Itasca, St. Louis, Carlton, Lake and Cook. Effective January 1, 2018, work performed in Aitkin, Pine, Kanabec and Mille Lacs counties will also be excluded from this Agreement.

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 existing during past years between the Employers and the Employees represented by the Union.

ARTICLE 2
Designation of Parties

Minnesota Environmental Contractors Association (hereinafter called MECA) and the Laborers District Council of Minnesota and North Dakota (hereinafter called Union), on behalf of its affiliated Unions, is a party to this Agreement in a representative capacity, and as agent only, acting on behalf of certain of its members who have agreed to be bound to the terms of this Agreement through MECA.

ARTICLE 3
Union Recognition

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

ARTICLE 4
Scope of Work/Subcontracting

1. This Agreement covers the rates, pay, rules and working conditions of all employees engaged in the following work:

(a) Asbestos: Work that is regulated or specified as “asbestos related work” which are tasks in connection with the enclosure, handling, control, removal, encapsulation (but does not include reinsulation of mechanical systems) and disposal of asbestos-containing material and waste related to the work. These work tasks include asbestos abatement area preparation, and the operation of all tools and equipment normally used in the handling, control, or removal of asbestos.

(b) Lead: Work that is regulated or specified as lead abatement work involving commercial, industrial, and residential work (four units or more work with public funding), which are tasks in connection with structures where lead or materials containing lead are present. This includes removal or encapsulation of materials containing lead, lead contamination/emergency cleanup and preparation of area, and the operation of all tools and equipment normally used in the handling, control or removal of lead.

(c) HVAC Cleaning and Decontamination: Work specified to render HVAC components clean, and to verify the cleanliness through inspection and/or testing. This includes the removal of surface contaminants and deposits from within the HVAC system. The HVAC is defined as the heating, air conditioning and ventilation system. This includes the operation of all tools and equipment normally used in the cleaning and decontamination of HVAC systems.

(d) Mold Remediation: Work specified in connection with the enclosure, handling, control, removal, encapsulation and disposal of mold or materials which contain mold. This includes disinfection of structures or surfaces exposed to mold, and application of final coatings. This includes mold remediation area preparation; and the operation of all tools and equipment normally used in the remediation of mold.

2. There will be no subcontracting of work, except to other Employers signatory to this Agreement. The Asbestos and Lead Abatement Contractors signatory to this Agreement agree to make a good faith effort to subcontract the demolition and/or reinsulation work, (if it is within their contract), to a person, firm or corporation party to an appropriate current labor agreement within the appropriate AFL-CIO affiliated union within the jurisdiction of this Agreement. The representative or agent of the Minnesota Environmental Contractors Association will assist in this endeavor, by trying to locate an AFL-CIO affiliated contractor who is competitive with the non-AFL-CIO contractor’s bid.

ARTICLE 5
Union Security and Checkoff

1. All Employees covered by this Agreement, as a condition of continued employment, shall,

commencing on the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union for the duration of their employment. This provision shall not apply where and if such a requirement for continued employment is prohibited by State law; provided, however, that an Agency Shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever is the later period.

2. Upon the written request of the Union, the Employer shall be required to terminate the services of any Employee who is in violation of any applicable provision of this Article.

3. The Employer agrees to deduct from the pay of Employees and remit to the appropriate Local Union and/or District Council, all deductions authorized by the Employees, pursuant to a voluntary written authorization provided to the Employer. The authorization is signed by each Employee and is in a form consistent with applicable law.

ARTICLE 6

Hiring Employees

There shall be no discrimination or harassment against any Employee because of affiliation or non-affiliation with the Union, race, color, age, sex, disability, creed, political or religious beliefs. Nothing in this Agreement shall be deemed to constitute a hiring hall or to require the Employers to call only the Union for Employees, or to hire only Employees referred by the Union.

When called and the Union fails to provide qualified men or women within twenty-four (24) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale as contained herein.

The Employer shall inform Employees that the Employer is a Union Contractor and as such, Employees on or before the eighth (8th) day of employment must become and remain members in good standing as a condition of employment.

A. Journey Laborers and Enrolled Apprentices. The Employers agree to give the Union the first opportunity when hiring Journey Laborers and Enrolled Apprentices. First opportunity shall be defined to mean that the Employer shall call the Union for not less than the first 50% of their Journey Laborers and Enrolled Apprentices.

B. Apprentice Candidates. An Employer seeking to hire an Apprentice candidate shall first contact the Union Local with geographical jurisdiction. The Local shall refer to the Employer an enrolled Apprentice from the Local's out-of-work list. If an Apprentice is not available from the Local Union, then the Employer may directly engage an Apprentice candidate and then refer that individual to the Apprenticeship Program as a sponsor. The individual must be enrolled with the Apprenticeship Program as an Apprentice within eight (8) business days of employment.

In situations where the contractor determines as a means to advance business relationships or in other extenuating circumstances, the Contractor may directly hire an Apprentice candidate, enrolled Apprentice, or Journey Laborer after notifying a Local Union Representative.

If an Apprentice candidate is not registered as an Apprentice at the Apprenticeship office within eight (8) business days of employment, the worker shall be deemed a Journey Laborer for wage and benefit purposes. Failure to register may result in action pursuant to Article 12.

ARTICLE 7
Payday Wage Payment

1. 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. All hours must be reported by the end of the pay period, and if not, the late reported hours will be reflected in the subsequent paycheck.

2. When an Employee is laid off, or discharged he or she shall receive all money due him or her in negotiable check within twenty-four (24) hours. If the Employee has not collected his or her check, the Employer will immediately mail his or her check to the Employee's last known address. This provision is intended to conform with State Statute §181.13.

3. The Employer agrees to provide the following information on Employee's check stub: hours, date, regular pay, overtime pay, gross pay, deductions, net pay.

4. During the term of a contract, no wage cuts shall be received by an Employee. An Employee shall remain in his or her current wage classification until he or she qualifies for a higher rate.

ARTICLE 8
Wage Rates Schedule

1. **Wages.** Wage rates and contributions to the health and welfare fund, pension fund, training fund and vacation fund for all Employees performing bargaining-unit work as covered under this Agreement from the first day of employment regardless of whether or not such employees are members of the union are as follows:

A. Journey Laborers

January 1, 2017

<u>Rate</u>	<u>Vacation</u> ¹	<u>H&W</u>	<u>Pension</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> ³	<u>TOTAL</u>	<u>Industry</u> ²
\$30.83	\$2.10	\$7.75	\$7.44	\$0.32	\$0.08	\$0.02	\$48.54	\$0.25

Effective January 1, 2018 – increase of \$1.95 per hour, fringe benefit allocation TBD

Effective January 1, 2019 – increase of \$1.95 per hour, fringe benefit allocation TBD

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one-half (1 ½) times when overtime is worked and at two (2) times on Sundays and Holidays.

²Both MECA member and nonmember Employers who are parties to this Agreement, acknowledge and recognize that MECA represents the sentiments and contentions of Employers in the environmental industry in the State of Minnesota. In consideration of MECA continuing to promote the best interests of the industry for the benefit of both members and nonmembers, all Employers agree to contribute twenty-five cents (\$.25) per hour to the Industry Fund administered by MECA.

³Fair Contracting Foundation. See Schedule 26.

B. Environmental Laborer Apprentices

	Hourly Rate Under the Collective Bargaining Agreement	Covered Hours of Employment
Level 1	80%	Entry in the Apprenticeship Program to completion of 1,500 covered work hours and 100 hours of Related Training;
Level 2	87%	Upon achieving 1,501 covered work hours and 101 hours of Related Training;
Level 3	95%	Upon achieving 3,001 covered work hours and 201 hours of Related Training.

Apprentice status ends and 100% of the hourly rate under this Collective Bargaining Agreement is paid upon achievement of 4,001 covered work hours and 288 Related Training hours.

All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

2. It is the intent of the parties that Employers performing demolition work other than that traditionally performed under this Agreement shall pay Employees engaged in such work the Laborers' Metropolitan Builders Agreement rate as stated herein:

May 1, 2016 Total increase \$1.90, allocated as follows:

<u>Rate</u>	<u>Vac</u> ¹	<u>H&W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>LECET</u>	<u>FCF</u> ²	<u>TOTAL</u>
\$32.41	\$2.30	\$7.65	\$7.17	\$0.32	\$0.08	\$0.02	\$49.95
May 1, 2017 Total increase \$1.95, allocations TBD							
May 1, 2018 Total increase \$1.95, allocations TBD							

¹Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1 ½) times when overtime is worked and at two (2) times on Sundays and Holidays.

²Fair Contracting Foundation. See Schedule 26.

(a) Nothing contained in this section shall modify the obligations of those Employers performing work traditionally performed under this Agreement, including incidental small-scale demolition work performed in connection with an environmental project.

(b) Demolition work does not include work that is performed in containment, exploratory work, or work that is related to preparing the area for environmental/abatement activity.

(c) For the purposes of this Agreement, demolition work conducted in connection with the demolition of an entire structure shall not be paid as demolition work, but shall be paid at the environmental wage rate listed above in Item 1.

(d) Disputes regarding interpretation of the definition of demolition work shall be submitted to the procedures listed in Article 12, Settlement of Disputes. Decisions of the Disputes Board or Arbitrator shall be communicated to and binding on all parties to this Agreement and shall become part of the Agreement for its duration, but shall not be retroactive.

3. On all jobs where eight or more workers are employed, there shall be a Foreman who shall receive \$2.50 above the base rate of pay. The individual charged with responsibility as designated by the Employer within its discretion for a regulated job site shall receive \$2.50 per hour above the base rate of pay. If the foreman and responsible person are the same individual, that individual will be paid \$2.50 per hour above the base rate of pay. Neither foreman pay nor responsible person pay shall apply to residential projects as defined by the Minnesota Department of Health rules and regulations.

4. Room and Board - There shall be a subsistence zone established for jobs located more than 50 miles "as the crow flies" from the St. Paul-Minneapolis city limits, as defined by the intersection of University Avenue and Emerald Street. The Employee will receive subsistence pay at a rate of \$60.00 for each working day for jobs located in the subsistence zone and more than 50 miles from the Employee's residence, measured by the shortest driving distance. Subsistence pay covers board, room and travel time, including mileage. If an Employee works under four (4) hours in a work day, due to his or her own accord, then the Employee shall receive half of the daily subsistence amount. Subsistence shall be paid in full each week. Not more than seven (7) days shall be held back, including payday.

5. When Employees are called to work, they shall receive two hours Show Up Pay. In order to qualify for any pay they must remain on the job for up to two hours if requested by the Employer. There is no responsibility to pay Show Up Pay if any of the following conditions are applicable:

- Inclement weather;
- The owner shuts down the job for factors beyond the control of the Employer;
- The Employee is late in reporting to the job.

ARTICLE 9

Work Weeks and Holidays

1. Forty (40) hours of Employee work shall constitute one (1) work week, between Monday 12:01 A.M. through Sunday 11:59 P.M.

2. (a) All time worked in excess for forty (40) hours shall be paid at a rate of one and one-half (1-1/2) times the Employee's regular straight time hourly rate of pay.

(b) All time worked in excess of ten (10) consecutive hours shall be paid at a rate of one and one-half (1-1/2) times the Employee's regular straight time hourly rate of pay.

(c) Split Shifts. A split shift is defined as anytime Employees are unpaid for less than an eight hour rest period. Overtime must be paid for any hours worked after being called back to work prior to the completion of the eight hour rest period.

3. An Employee required to work on Sunday will be paid at a rate of two (2) times the Employee's regular straight time hourly rate of pay, regardless of whether the Employee has reached forty (40) straight time hours. For the purposes of this section, "Sunday" is defined as 12:00 a.m. Sunday to 12:00 a.m. Monday.

4. The following holidays or days celebrated as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. All time worked on designated holidays shall be paid two (2) times the Employee's straight time hourly rate of pay.

6. In cases of layoff caused by lack of work, the Employer shall give written notice to the Union.

7. (a) The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular workday. If an employee is required to work five (5) consecutive hours without a meal break, he/she shall be compensated for the thirty (30) minutes so worked at the applicable rate of pay. This is not to be construed to deny the Employee time to eat his/her meal.

(b) There shall be one (1) break in the forenoon and one (1) break in the afternoon. The break shall not exceed ten (10) minutes from the time work stops until work resumes. The break shall be taken in close proximity to the Employee's workstation.

(c) Once the enclosure is finished and the workers are in containment the company may want to incorporate both breaks and lunch into one fifty (50) minute break at or near the middle of the shift.

ARTICLE 10

Insurance and Taxes

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

2. The Employer further agrees to pay the State Worker's Compensation Insurance and the State Unemployment Compensation fund such amounts as are due, from and after the date Employees of these Unions are employed on the job.

ARTICLE 11 Discharge

The Employers may discharge any Employee whose work or behavior is unsatisfactory, or who fails to observe the safety precautions or other reasonable rules and regulations prescribed by the Employers or any governmental agency. No Employee shall be discharged for refusing to work under unsafe conditions.

ARTICLE 12 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 a committee to be known as the Disputes Board that shall be selected by the parties of this Agreement. Said Board shall be appointed at the time a dispute arises and shall consist of six (6) members, three (3) of the members to be selected by each of the parties hereto. Each member shall serve upon the Board until a successor is selected by the party selecting that member. The Board shall have the power to: make rules and regulations for the conduct of its business, including provisions for the defraying of expenses of the Board, in the Administration enforcement of this Agreement; apply the terms of this Agreement, to effectuate the purpose for which it is made; and investigate, hear, determine, and settle disputes and controversies arising out of, and connected with, or pertaining to the terms, provisions and conditions of this Agreement. A grieving party shall submit a written statement of the claim and the facts of the matter to the Disputes Board and to other parties including the Employer, the Union and the MECA.

Both parties must sign the document binding them to a Board decision. If either party does not attend a designated meeting after signing the 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 shall 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 shall 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 be unable to reach a decision on the matter before it by facing a deadlock (lack of majority), or if both parties refuse to use the Joint Disputes Board, the matter may then be referred to Arbitration. The Arbitrator shall be selected in the following manner: the Union and the Employer shall ask the Federal Mediation and Conciliation Service for a list of five (5) names from which the aggrieved party shall strike the first one (1) name and the other party shall then strike one (1) name, and the parties will alternately strike names until there is one (1) name left. The final name shall be selected as the Arbitrator. The Arbitrator thus selected shall set the time and place for hearings which shall begin no later than ten (10) working days after his or 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 Arbitrator 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.

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.

5. Notwithstanding the provisions of this Article, the trustees of the Minnesota Laborers' Health and Welfare, Pension, Vacation, LECET and Training Trust funds shall have the right of actions as set forth in Article 19.

ARTICLE 13 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. Under no condition will Union Representatives make demands for more Employees in a crew on specific projects, insofar as it does not conflict with this Agreement.

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, banners or watch persons employed by the contractor.

ARTICLE 15
Strikes, Lockout, Work Interference

The Unions and the Employers agree that there shall be no strikes, lockout, work-stoppages, slow-down, sit-down, stay-in or other concerted interferences with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout during the existence of this Agreement.

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

ARTICLE 16
Union Representatives

The Employer agrees that the Union business representative(s) shall be allowed free access to and on any job or project upon which members of the Union, or Employees under the jurisdiction of the Union are employed or will be employed; and any Employee shall have a reasonable opportunity to discuss a grievance with the business representative(s) during working time without loss of pay. The Union may designate a steward on projects having over ten (10) Employees. The job steward shall be allowed the same privileges as the business representative(s) on the job on which such steward is assigned job steward duties. Stewards shall not be transferred from one project to another except in cases of mutual agreement between the Employer and Business Manager(s).

ARTICLE 17
Payroll Records

In case of a dispute arising over hours, wages and fringes, 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 18
Tools and Safety Equipment

1. Such safety equipment as required by governmental regulations shall be provided without cost to the Employees. The Employer is entitled to establish a system of signing out for tools or equipment that is the property of the Employer and used by the Employee in his or her course of employment. If the tools are not returned, the Employer is allowed to deduct the cost of the missing item from the wages of the Employee that has signed out for the tool or piece of equipment. The Employer may only deduct an amount representing the reasonable value of the missing item.

2. Employees will be compensated for attending safety meetings conducted by the employer on the job site.

3. The Union and Employers recognize the value of a skilled and motivated workforce. To this end, Labor and management agree as follows:

(a) During the term of this Agreement, all workers covered by this Agreement should attend and successfully complete the OSHA 10 hour course at the Construction Laborers Education and Training Center.

(b) During the term of this Agreement, all workers covered by this Agreement should attend a minimum of eight (8) hours of skill improvement classes per year sponsored either by the Employer or the Education and Training Fund at the Laborers Training Center.

(c) Scheduling of these courses shall be the responsibility of the Employer in collaboration with the Union and the Education and Training Fund.

(d) OSHA 10 hour and skill improvement course training shall be done on the Employee's own time and shall be not compensable.

ARTICLE 19

Fringe Benefits

The Employer agrees to contribute every month, not later than the 15th day of the following month (hereinafter called the "due date"), such sums for Pension, Health and Welfare, Vacation, Laborers Employers Cooperation Education Trust (LECET), Industry/Education and Training Funds as may be designated in the wage schedule of this Agreement. The Funds shall be known separately as the Laborers' Pension Fund, the Laborers' Health and Welfare Fund, LECET Fund, Industry/Education Fund, Vacation Fund and Training Fund and collectively as the Minnesota Laborers' Fringe Benefits Fund. Each Fund shall be under separate Trust Agreements, copies are available on request and to which the Employer is automatically bound. The Fund's Trustees shall equally represent the Union and the Employer.

1. Contributions to be paid on one check with all other fringes to an administrative agency with a local office.

2. All Fringe Benefit contributions are paid on an hourly basis on all hours worked. This includes straight time, one and one-half time and double time. The Vacation contribution is taxable and is paid for work performed at one and one-half and double time (see Schedule 13). The Pension, Health and Welfare, Training and LECET contributions are not pyramided, but should be paid for all hours worked. Example: If hourly wage is \$3.00 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.02 Vacation; time and one-half overtime wage rate is \$4.50 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.03 Vacation; double time overtime wage rate is \$6.00 plus \$.10 for Pension, Health and Welfare, Training and LECET plus \$.04 Vacation.

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

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

(b) If an Employer becomes delinquent for a particular work month (as provided in (a) above), he 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 work month (as provided in (a) above), as to any or all of the Trust Funds, and if the report and the full payment due for such work month (including liquidated damages), are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or fringe benefits surety bond (in a form acceptable to the Fund Administrator) for each month of delinquency in form satisfactory to the Trustees and in the face amount of the greater of \$20,000 or 125% of the amount due (or estimated to be due) for the delinquent month, which shall cover all of 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 or 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.

Should the Trust Funds reasonably deem itself insecure in the payment or collection of fringe benefit payments by reason of the Employer's past delinquencies, insolvency, insufficient capitalization, and/or lack of assets subject to attachment within the State in which work is performed, then the Fund Administrator, upon submission of an affidavit of its Fund Administrator to Employer attesting to same, shall have the right to compel the Employer to post a cash or fringe benefits surety bond (in a form acceptable to the Fund Administrator) in the face amount of the greater of \$20,000 or 125% of the total fringe benefit payments reasonably estimated to come due within the six months following the date of Fund Administrator's affidavit. This bond may be required whether or not a delinquency exists at the time and may be required in addition to a bond posted for a prior delinquency.

The Union shall refuse to supply persons and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain any bond required under this Paragraph 6(c).

(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 in addition to reporting and paying the full amount due. If, for example, the delinquency is \$10,000, the required bond is \$20,000. If, for example, the delinquency is \$20,000, the required bond is \$25,000. If a delinquency occurs in a

subsequent month, an additional bond for that month is required and must be posted. Further, for example, if the Fund Administrator reasonably determines that future delinquencies are likely to occur, another, additional bond may be required to be posted in an amount based on a reasonable estimate of the following six months of fringe benefit payments to come due, even though a bond for prior delinquencies has been posted.

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

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

If any Employer fails or refuses to furnish its payroll records to the Trustees, the Unions, or their authorized agents upon demand or refuses to afford the above reasonable opportunity to examine the same, in accordance with standard auditing procedures, the Trustees or the Unions may enforce such rights by legal action. In this 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. The Unions shall also have the right to take economic action to enforce such rights on behalf of the Unions and the Trustees. The Trust Funds shall reimburse the Unions for picketing and bannering expenses actually incurred in enforcing such rights.

(g) Notwithstanding the provisions of Article 12, 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 Unions, from the first day of employment, regardless of whether or not such Employees are members of the Union.

(i) No Agreement will be signed with any Employer who is delinquent with the submission of payment for fringe benefit contributions, past or present, unless or until fully paid. An Employer with a history of delinquencies may be required to post a fringe benefit bond in the manner and amounts as provided for in Section 4 (c) of this Article, prior to the execution of a

new Agreement.

5. Any and all fringe contribution rates shall be open for adjustment on any anniversary date upon thirty (30) days written notice to MECA. Such adjustment shall operate to adjust wages in a like amount.

6. The Employer agrees to contribute to the Laborers-Employers Cooperation and Education Trust (LECET) Fund and agrees to be bound by the terms of the Trust Agreement, a copy of which may be obtained by the Employer upon request. The Fund's Trustees shall equally represent the Union and the Employer.

ARTICLE 20

Savings Clause

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

ARTICLE 21

Americans with Disabilities Act

Notwithstanding any of the provisions of the Agreement, the Employer, at its discretion, may take such actions that are necessary to effectuate compliance with The Americans with Disabilities Act. Such action shall not be a violation of this Agreement, nor shall it be a subject of arbitration. The Employer does not agree, assume, ratify, approve or condone any conduct, act or practice of the funds, trustees, and/or administrators, or their agents, which is in violation of the Americans with Disabilities Act.

ARTICLE 22

Joint Labor Management Committee

The parties of this Agreement agree to form a joint labor-management committee, consisting of signatory contractors of MECA and the Union for the purpose of promoting harmonious labor-management relations; ensure adequate communications; address safety concerns; seek the enforcement of industry regulations; advance the proficiency of the workers and the industry; and promote the use of union contractors.

ARTICLE 23

Workers' Compensation Fund

The parties hereby agree that the Employers, who are parties to this Agreement may, at their option, participate in the Union Construction Workers Compensation Program, a Collectively Bargained Workers Compensation Program, which will enable the Employers to provide workers compensation benefits to eligible Employees under this Collective bargaining Agreement. The

Rules and Regulations of the Program will apply to participation.

ARTICLE 24
Apprenticeship Training

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program was established. Effective May 1, 2006, the Parties agree to participate in the Apprenticeship Program. The Apprenticeship Committee is made up of an equal number of Employer Trustees and Union Trustees. The parties incorporate by reference the terms and conditions of the Minnesota Laborers' Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request. The Association must approve any changes to the Minnesota Construction Craft Laborers Apprenticeship Standards Appendix C, Specialization in Environmental Remediation.

1. The Employer agrees that before hiring an Apprentice, the Employer will contact the Apprenticeship Office to verify that the Apprentice is current with his or her Apprenticeship Training Requirements.
2. The Employer agrees to provide unpaid time off to Apprentices in order for them to complete their Apprenticeship Training Requirements. The Apprentice will request the unpaid time off at the time he or she registers for a course. The Employer may refuse to provide the time off due to work considerations, however will make every effort to ensure that Apprentices stay current with their Training Requirements.
3. If an Apprentice is not current with his or her Apprenticeship Training Requirements, and Mandatory Training is scheduled by the Apprenticeship Office, the Employer will be notified thirty (30) days in advance of scheduled mandatory training, and shall grant unpaid time off. If the Employer provides notice to the Apprenticeship Office by the Wednesday before the scheduled Mandatory Training, the Employer may refuse to release an Employee due to work considerations. The Employer may refuse to provide unpaid time off for Mandatory Training for an Apprentice twice during a contract year, and if the apprentice has been employed by the contractor for four (4) months or more, the Employer will then be required to provide paid time off for the Apprentice to attend Mandatory Training Courses until such time as the Apprentice is current with his or her Apprenticeship Training Requirements.

ARTICLE 25
Duration

1. Any party shall have the right to terminate or amend this Agreement by giving notice to the other party, sixty (60) days prior to 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.
2. 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.

3. This Agreement shall become effective January 1, 2017 and remain in full force and effect until December 31, 2019.

ARTICLE 26
Fair Contracting Foundation,
Labor-Management Cooperative Committee (LMCC)

Effective January 1, 2014 the parties agree to participate in and fund the Fair Contracting Foundation of Minnesota (FCF) through a Labor-Management Cooperation Committee Trust Fund, pursuant to Sec. 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175a and Sec. 302(c)(9) of the Labor Management Relations Act, as amended.

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

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

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

This provision will expire on December 31, 2019.

ARTICLE 27

The Union agrees to meet and confer with the MECA in the event of ACA penalties or health insurance exchange options.

Nothing in the agreement to meet and confer in the event such penalties or health insurance exchange options occur shall require the Union to agree to any Employer or Employer Association proposal or agree to modify the Collective Bargaining Agreement in any way. Further, nothing in this Agreement shall require the parties to meet and confer on issues that area properly within the authority of the Trustees of the Minnesota Laborers Fringe Benefit Funds.

LABORERS TRADE AGREEMENT WITH
MINNESOTA ENVIRONMENTAL CONTRACTORS ASSOCIATION
Expires December 31, 2019

For: Minnesota Environmental Contractors Association

John Nesse

For: Laborers' District Council of Minnesota & North Dakota

Todd T. Pufahl