

**DULUTH AREA BUILDERS AGREEMENT**

**BETWEEN**

**THE INDEPENDENT CEMENT MASONS CONTRACTORS**

**AND**

**ASSOCIATED GENERAL CONTRACTORS ASSOCIATION OF  
MINNESOTA**

**AND**

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

**AFFILIATED WITH O.P. & C.M.I.A. OF U.S.**

**(EXPIRES APRIL 30, 2017)**

## AGREEMENT

THIS AGREEMENT, entered into by and between, the Twin Ports Contractors Association (hereafter referred to as "Employers") and the Operative Plasterers and Cement Masons International Association Local #633 (hereafter referred to as the Union), or on behalf of the parties and in the capacities and status designated in Article 2, hereof, established rates of pay, wages, hours and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction jobs in the States of Minnesota and Wisconsin.

NOW, THEREFORE, for such purposes, it is agreed as follows:

### ARTICLE 1 - CONSIDERATIONS FOR AGREEMENT

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

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

### ARTICLE 2 - DESIGNATION OF PARTIES

A. The Twin Ports Contractors Association is a party to this Agreement in a representative capacity and as agents only, acting on behalf of certain of its members who have agreed to be bound to the terms of this Agreement through the Twin Ports Contractors Association and on behalf of such additional employers as may execute identical counterparts thereof, through the Twin Ports Contractors Association, are entitled to recognition, in such capacity, as agent and collective bargaining representative for the Employers who are, or may become parties hereto, for all purposes of this Agreement, including its right in such capacity to represent such Employer parties before the NLRB or otherwise pursuant to, and or, in aid, support, or enforcement of the terms and conditions of this Agreement. The Union agrees to notify in writing of all who sign this Agreement other than those signed through the Twin Ports Contractors Association.

B. These contractors who have agreed to be bound to the terms of this Agreement, and other Employers who have done likewise (hereinafter called "Employers") are parties hereto as principals, but their status is several and not joint.

C. The Labor organizations on their own behalf and on behalf of the Employees whom they represent and on whose behalf they recognize or to be recognized are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the Employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided. The status of the Unions is several and not joint, as related to other craft unions.

### ARTICLE 3 - UNION RECOGNITION

The employer recognizes the Union as the exclusive majority representative of all employees covered by this Agreement between the Twin Ports Contractors Association and Cement Masons Local #633 to which the Employer is signatory, pursuant to Section 9(a) of the Labor Management Relations Act. This Majority status has been established by the fact that the Union requested recognition as the majority representative, the Employer's recognition was based on the Union having

shown, or offered to show, as evidentiary basis of its majority support. The Employees covered by this agreement shall include all Cement Masons, both journeymen and apprentices, employed by the Employer.

#### ARTICLE 4 - SCOPE OF AGREEMENT

This Agreement shall govern work done in the areas defined as follows: All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of the northern boundaries of Dell Grove, Sandstone and Danforth townships, and that part of St. Louis County south of Co Rd 967 which is two miles north of cotton on Hwy #53, as well as the following counties in Wisconsin: Douglas, Bayfield, Washburn, Sawyer and Price.

#### ARTICLE 5 - UNION SECURITY

Each of the Unions recognized under Article 3 of this Agreement shall be entitled to union security to the extent that each Employee in the collective bargaining unit represented by such Union shall, on the eight (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment.

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

Each of the Unions shall be entitled to approach individual Employees for organizational purposes as provided by law.

#### ARTICLE 6 - HIRING

A. When the Employer needs cement masons, they will notify and give the Union equal opportunity with all other sources to provide suitable applicants.

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

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

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

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

F. The Labor User Contractor (LUC) Committee Joint Labor-Management Uniform Drug/Alcohol Abuse program is incorporated herein by reference and is made a part of this collective bargaining agreement. If a contractor needs to adopt changes to the LUC program to meet the demands of a client, the union and contractor agree to cooperate to make the necessary changes.

G. When three (3) or more journeyman cement masons are employed, the fourth employee will be an apprentice cement mason.

H. If any Employer from outside the jurisdiction of this Agreement brings cement masons into the area and pays a higher wage and fringe package than called for in this Agreement, all cement masons on the project will be paid the higher rate. This applies only to projects over 100,000 square feet of interior finished concrete.

#### ARTICLE 7 - INSURANCE AND TAXES

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

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

#### ARTICLE 8 - CONFLICTING AGREEMENTS AND JOB TARGETING

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

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

In the event that a signatory union TPCA contractor wishes to target a job in Local 633's jurisdiction, Local 633 may at its discretion lower its basic wage rate or make other concessions for all TPCA contractors to allow an opportunity to keep the job from being secured by a non-union contractor.

#### ARTICLE 9 - VIOLATIONS OF AGREEMENT

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

#### ARTICLE 10 - SETTLING 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.

2. If a satisfactory settlement cannot be reached within five (5) working days, it shall be presented in writing to the AGC-Building Trades Joint Liaison Committee. (The rules of the committee are to be those already adopted by joint committee.) All differences or disputes concerning the interpretation of application of any provisions of this Agreement shall be submitted to the grievance procedure. Any party to this Agreement (TPCA, Union or Employer) shall have the right to raise grievances.

Each grievance shall be deemed to be waived unless submitted in writing to the parties for negotiations within ten (10) working days, with a copy to the TPCA.

3. The joint committee 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 committee shall have no power

to add to, delete, or modify, any of the terms or provisions of this Agreement. All decisions of the committee shall be final and binding on the parties.

4. Should the joint committee, as established, be unable to reach a decision on the matter before it, within ten (10) working days, or because of a deadlock (lack of majority), then the matter may be referred to a Board of Arbitration that shall operate in the following manner:

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

The decision of the Arbitrators shall be final and binding on signatories to this Agreement who are parties to the dispute; provided, however, that the Arbitrators shall have no power to add to, delete, or modify any provisions of this Agreement. The Employer will pay all expenses of its Arbitrator and the Union will pay all expenses of its Arbitrator, and the Employer and the Union will share equally all fees and expenses of the Neutral Chairman. All work and other conditions prevailing immediately prior to the raising of the question to be decided under this Article shall remain unchanged until final decision has been reached hereunder.

#### ARTICLE 11 - HOURS

A. Regular working hours are to be between 8:00 A.M. and 4:30 P.M. If mutually agreed between the Employer and the Employees, working hours may be adjusted up to one (1) hour earlier to promote job efficiency. The Union shall be notified of such adjustment in starting time by the Steward and such adjusted starting time shall be scheduled for at least three (3) consecutive working days in order to operate without overtime pay.

All work exceeding the standard eight (8) hour days will be considered as overtime and paid at the rate of time and one-half (1 1/2); Saturdays, Sundays and Legal Holidays shall be paid at the rate of double time.

B. Four ten (10) hour days at straight time.

In the event a project that is more than 50 miles from the city limits of Duluth, MN is considered to work four 10 hour days, Monday through Thursday, for straight time, the Union Representative must agree with Management before the commencement of such project. Overtime at the rate of 1 1/2 times the base rate shall be paid for all work after 10 hours. All work on Friday will be done at the rate of 1 1/2 times the basic rate. There will be no make up day.

In the event members of Local No. 633 do not receive the scheduled four 10 hour days, Monday through Thursday, all overtime will revert back to 1 1/2 times the standard basic rate after 8 hours.

This is not to conflict with Federal and State Davis-Bacon laws.

C. The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such legal holidays. When a legal holiday is on a Saturday, Friday will be designated and celebrated as the legal holiday. When a holiday is on a Sunday, Monday will be designated and celebrated as the legal holiday.

It shall be understood that there shall be no pyramiding of overtime.

D. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular work day. If an Employee is required to work five (5) consecutive hours without a meal break, he 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 meal.

E. There shall be one break in the forenoon and 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 of the Employee's work station.

### ARTICLE 12 - MANAGEMENT

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

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

### ARTICLE 13 - SAFETY

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

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

C. The Employer shall contribute the designated amount per hour for each hour worked to the Cement Masons Local 633 Training Fund.

Both the Employers and the Union recognize that there have been many changes and advancements in OSHA laws, hazardous material laws and other governmental standards, which require employee training. Therefore it will be the responsibility of the Cement Masons Local 633 Training Fund to provide and pay for all required employee training, which includes OSHA, MSHA and owner or employer requirements. The Training Fund shall provide documentation of completed training for each member.

All of the above training shall be performed in accordance with the recognized industrial standards and the appropriate authority shall issue certification. Union members shall provide evidence of

current certification in all of the above areas to the employer upon request. The employer has the right to refuse to employ any Union member that has not completed the above training requirements.

#### ARTICLE 14 - PICKETS, BANNERS AND STRIKES

The Employer shall not require any Employee except Watchmen or Supervisory personnel to go through a primary picket line except to protect life or property. 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, but also such employee shall not be permanently replaced. This clause shall not apply to secondary picket lines or banners and it shall not apply to jurisdictional picket lines or banners.

#### ARTICLE 15 - STRIKES, LOCKOUTS, WORK INTERFERENCE

The Unions and the Employers agree that there shall be no strike, lockout, work-stoppage, slow-down, sit-down, stay-in or other concerted interference with the Employer's business by any of said Unions and/or members thereof, and there shall be no strike during the existence of this Agreement without first giving TPCA or the Employer and the Union 48 hours' notice and sending the dispute through procedures established in Article 10.

#### ARTICLE 16 - SUBCONTRACTING

The Employer agrees that it, or any of its subcontractors on the project, will not contract or subcontract work to be done within the scope of this Agreement except to a person, firm, partnership or corporation that is a party to an executed appropriate current labor agreement with the appropriate union of craft construction workers affiliated with the Building and Construction Trades Department, AFL-CIO.

#### ARTICLE 17 - UNION REPRESENTATIVES

Only authorized Union Representatives shall have the right to confer with Employees on the job. Each and every Union Representative shall first contact the job superintendent or foreman, or whoever is in charge of the project before conferring with any Employee. If no Employer Representative is available the Union Representative shall leave his business card in the job shack before conferring with Employees. At no time shall such Union Representative hinder or interfere with the progress of the work. It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

#### ARTICLE 18 - ROTATION OF EMPLOYEES

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

#### ARTICLE 19 - PAYROLL RECORDS

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

## ARTICLE 20 - PAYDAY AND WAGE PAYMENT

- A. All regular, full time Employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held back, including payday.
- B. Wages shall be paid at or before the end of the shift of the designated payday.
- C. When an Employee is laid off, or discharged he/she shall receive all money due him/her in cash or negotiable check the next working day. If the Employee does not appear to collect the check the Employer will immediately mail the check to the Employee's last known address. If the Employer does not mail the check the next working day, three (3) hours pay for each working day will be assessed as penalty. The Employer must be informed within five (5) working days of non-receipt or the Employee will forfeit the penalty.
- D. An Employee who quits will be paid any wages due him/her at the next regular payday.
- E. The Employer agrees to provide the following information on Employees' check stub: Hours, date, regular pay, overtime pay, gross pay, deductions and net pay.
- F. Wage rate classifications in this Contract establishes only a rate for Employees and in no way relates to manning of projects.

## ARTICLE 21 - FRINGE BENEFITS

The Welfare, Pension, Training and Annuity Funds shall be known separately as the Minnesota Cement Masons Health & Welfare Fund, the Minnesota Cement Masons Pension Fund, the Minnesota Cement Masons Savings Fund, and Cement Masons Local 633 Apprenticeship Fund, under separate Trust Agreements, copies of which the Employer will receive and to which the Employer is automatically bound. The fund's Trustees shall equally represent the Union and the Employer. Each Employer, by the execution of this Agreement, recognizes and accepts the aforementioned Trusts as being properly established under and pursuant to Collective Bargaining Agreements and Declarations of Trust and agrees to be bound to such Trusts as subsequently amended from time to time hereafter.

The Employer agrees to contribute every month, no later than the 15th of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Savings, Apprenticeship or Training, as may be required to be paid pursuant to the terms and conditions of this Agreement.

Contributions for Health & Welfare, Pension, Savings, and Apprenticeship Funds will be sent to the Minnesota Cement Masons Fringe Benefit Funds, PO Box 295, Minneapolis, MN 55440.

Contributions are to be paid on an hourly basis on all hours worked and not to be pyramided. Example: If hourly wage is \$3.00 plus 10 cents fringe, time and one-half overtime rate equals \$4.50 plus 10 cents fringe, and double time overtime rate is \$6.00 plus 10 cents fringe. On shift work, contributions are to be paid on the same proportionate hourly basis as hours worked to hours paid.

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

Each Employer accepts and agrees to be bound by the above-referenced Trust Agreements, except that wherever Trust Agreements are inconsistent with this collective bargaining agreement, this

Agreement shall control. Specifically, each Employer recognizes the obligation to make timely payments as herein required, and further recognizes and accepts the authority of the Trustees of the Welfare Fund, Pension Fund, Apprenticeship Fund, and Savings Fund to impose penalties and/or interest on late payments, to conduct examinations of all necessary employment, payroll and all other relevant records, to require and collect reimbursement of costs of such examinations, together with all costs of collection incurred by these Funds herein referred to, including all attorneys' fees and expenses incurred by or on behalf of the Welfare Fund, Pension Fund, Apprenticeship Fund and Savings Fund in collecting delinquent payments.

Notwithstanding the provisions of any other Article or section herein, the failure, refusal or neglect of an Employer to report or to pay any amount due the Welfare Fund, Pension Fund, Apprenticeship Fund and Savings Fund or to comply with the requirements of this section regarding payment of penalties, interest, costs and disbursements in connection with collection of delinquent payments or to comply with the terms and conditions of the above-mentioned Trust Agreements (as amended from time to time) shall not be subject to arbitration.

The authority of the Trustees of these Funds herein referred to, shall not be deemed to be the exclusive remedies and/or penalties available in the event of failure to comply with the terms of this Agreement, but shall be considered as supplemental to remedies and/or penalties available to the parties hereto.

The terms of the Trust Agreements establishing those funds are hereby incorporated as a part hereof. Specifically, in addition, it is agreed:

1. Contributions are to be paid on one check with all other fringes to an administrative agency as designated by the trustees.
2. Reporting forms and instructions are to be standardized with other basic trades.
3. There shall be no requirement that Employees sent to work outside the territorial scope of this Agreement be paid fringe benefits, nor shall the Employer be required to duplicate fringe benefit contributions.
4. Delinquencies:
  - a) An Employer will be considered "delinquent" for a particular work month if its required report and payment for that month are not postmarked on or before the 15th day of the following month (the "due date") irrespective of whether such delinquency is willful or otherwise.
  - b) If an Employer becomes delinquent for a particular work month (as proved in (a) above), they shall also be required to pay, as liquidated damages and not as a penalty, an amount equal to 10% of the payment otherwise due for such work month, it being understood and acknowledged by the parties that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable.
  - c) To assure payment to all Trust Funds called for by this Agreement in the event of the Employer's subsequent delinquency as to any and all of the funds, the Trustees may require the Employer to post a bond issued by a duly licensed surety company on a form furnished by the Trustees in an amount of \$25,000.00. Such bond may be required at any time when the trustees reasonably consider payment of fringe contributions to be a risk, but the bond requirement is limited to delinquent or transient employers and non-TPCA members.

If an Employer becomes delinquent for a particular month (as provided in A above) as to any or all of the Trust Funds, and if the report and the full payment due for such work month (including liquidated damages) are not postmarked in the office of the Fund Administrator on or before the 15th day of the month following the applicable due date, the Trustees may seek payment against the bond. The bond shall be kept in force and maintained in full face amount for a period of not less than 12 consecutive calendar months during which no further delinquency has occurred on the part of such employer. The union shall refuse to supply men and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refused to provide or maintain such bond.

d) Illustration of clauses (a), (b) and (c) above: If an Employer's report and payment for the January work month have not been postmarked before February 16, such Contractor becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 16, the Employer must then post a \$25,000 bond in addition to reporting and paying the full amount due.

e) The Delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trust funds in collecting the amount due. Trustees at their discretion may reimburse (from the fund) the Unions for picketing and bannering expenses actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds. Employers recognize the Trustees' obligation to enforce all rights to which the Trustees are entitled under the provisions of ERISA, the Labor Management Relations Act (LMRA) and related regulations of Internal Revenue Service (IRS) and the Department of Labor (DOL).

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

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

g) Notwithstanding the provisions of Article 10 Settling Disputes, the failure, refusal or neglect of an Employer to report and pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

h) The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment,

including fringe benefits, apply to Employees employed in job classifications within the jurisdiction of the Unions, regardless of whether or not such Employees are members of the Union.

5. Any and all fringe contributions rates shall be open for adjustment upon each anniversary date of the effective date of this contract, and shall be within the discretion of the Trustees. The Trustees shall provide thirty (30) days written notice to the Union, TPCA, and contractors of any adjustment and such adjustment shall operate to adjust wages in a like amount.

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

#### ARTICLE 22 - LABOR MANAGEMENT COMMITTEE

Cement Masons Local No. 633 and the Twin Ports Contractors Association shall participate in a Labor Management Committee meeting at least once a year to discuss problems, if any, and to meet new contractors.

#### ARTICLE 23 - SAVING CLAUSE

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

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

#### ARTICLE 24 - ENTIRE UNDERSTANDING

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

#### ARTICLE 25 - DURATION

A. All terms of this Agreement shall remain in effect from May 1, 2012 through April 30, 2017.

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

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

C. In the event such written notice is given and a new Agreement is not signed before the expiration of this Agreement, then this Agreement shall continue in force until a new Agreement is signed, negotiations are formally broken off, or until a strike or lockout occurs. Any fringes earned prior to cessation of work shall be due and payable.

## SCHEDULES

### SCHEDULE 1 - NO DISCRIMINATION

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.

### SCHEDULE 2 - EMPLOYMENT PRACTICE

The Employer agrees to endeavor to employ a fair proportion of cement masons from the area within which the job is located. Consideration will be given of the employment of one (1) employee over fifty (50) years of age out of every five new employees added to the contractor's payroll.

### SCHEDULE 3 - LUNCH FACILITIES, WATER, TOILETS

The Employer shall provide a place to eat lunches. It shall be heated in cold weather. The Employer shall provide sanitary drinking water and toilets.

### SCHEDULE 4 - STEWARD

The Union shall have the right to designate a Steward from among the Employees on the job. The Steward shall not be discharged for performing the normal duties of a Steward in a reasonable manner. The duties of the Steward shall be to see that all provisions of this Agreement shall be complied with. Where a question arises over the discharge of a Steward under the provisions of this Article, a hearing between the Employer and the Union shall be held within twenty four (24) hours from the time of discharge. The Steward shall be last person on the job with the exception of his/her foreman. The Employer shall be notified in writing who is Steward.

### SCHEDULE 5 - CALL IN PAY

When Employees are called to work, they shall receive two (2) hours' pay, but the Employee must remain on the jobsite in order to receive the two (2) hours' pay. If work commences, he/she shall then be guaranteed four (4) hours' pay. If the Employee work for more than four (4) hours, that Employee shall be guaranteed a minimum of eight (8) hours' pay. This, however, does not apply (a) in case of inclement weather; (b) because of any factor beyond the control of the Employer; and (c) if the Employer calls for employees 24 hours in advance and they do not report in within one (1) hour after the time designated by the Employer and agreed to by the Union.

### SCHEDULE 6 - APPRENTICES

The wage rate for Apprentices shall be as established by Local 633's Joint Apprenticeship Committee. Apprentices shall have a starting rate of 70% of the Journeyman's wage plus full benefits. They shall receive a 5% raise in base pay ever 1000 hours worked thereafter until they reach the Journeyman rate. An Apprenticeship Committee will be set up with at least two members from Labor and two contractors. Wage rates for Apprentices will stay the same as in the past, but may be changed by the Apprenticeship Committee in the future.

## SCHEDULE 7 - SHIFTS

Where shifts are employed there shall be eight (8) hours' straight time pay for seven and one-half hours worked on the second shift and eight (8) hours' straight time pay for seven hours worked on the third shift. In order to work a second and third shift without being required to pay overtime, said additional shifts shall be scheduled for a minimum of three (3) consecutive working days.

The Employee shall be at his/her working station at starting time and return to the main or ground floor at quitting time.

## SCHEDULE 8 - CEMENT MASONS ON THE JOB

In the area jurisdiction of Local 633, one or more Cement Masons shall be on the job before concrete requiring rodding, screeding, floating, or any other type of flooring belonging to the jurisdiction of the craft is placed. Employers shall not perform Employee's work after the Employees have been dismissed for the day.

## SCHEDULE 9 - WAGES AND FRINGE BENEFIT PAYMENTS

DATE	BASIC WAGE**	HEALTH & WELFARE	HRA	PENSION	SAVINGS*	TRAINING	TOTAL
5/1/2012	29.69	6.53	1.25	8.17	(4.98)	.35	45.99
5/1/2013							46.49*
5/1/2014							46.99*
5/1/2015							47.49*
5/1/2016							47.99*

\*Total compensation for wages to increase \$.50 on May 1, 2013; \$.50 on May 1, 2014; \$.50 on May 1, 2015; and \$.50 on May 1, 2016. These increases may be allocated to any already established fringe benefit funds.

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

NOTE: Each Employer shall deduct the sum of \$4.98 (or amount allocated) per hour for each hour worked by employees covered by this Labor Agreement for a savings fund established by the Union. SAVINGS is taxable and shall be sent into the Minnesota Cement Masons Fringe Benefit Funds, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440.

Above fringes for HEALTH & WELFARE and HRA are to be sent into the Minnesota Cement Masons Welfare Fund, fringes for PENSION are to be sent into the Minnesota Cement Masons Pension Fund, and fringes for TRAINING are to be sent into the Minnesota Cement Masons Apprenticeship Fund, at Zenith Administrators, PO Box 295, Minneapolis, MN 55440.

Apprentices shall be paid 70% of the Journeyman's rate plus full benefits with 5% raises every 1000 hours worked thereafter, until they reach the Journeyman rate.

Foreman's pay will be \$2.00 per hour above the highest classification for which he is responsible. When there are three (3) or more employed, there shall be a working Foreman. All Foremen shall see that the employees working under them start and quit at the proper time, and that all material is in proper condition for working. All Foremen shall be held responsible for the class of work done under them. All Foremen shall be qualified Journeymen Cement Masons.

## SCHEDULE 10 - SUBSISTENCE

Subsistence shall be paid Employees at the rate of \$30.00 for each day worked on the job, on jobs located more than 50 miles by the most direct road route from the nearest point of the city limits of Duluth. Provided that on jobs where an Employee might be eligible for subsistence as per above, no subsistence shall be paid if his/her residence is within 50 miles, by the most direct road route from the jobsite. It is the Employee's responsibility to establish the fact that his/her residence is more than 50 miles from the jobsite, to the satisfaction of the Employer.

DULUTH AREA AGREEMENT  
CEMENT MASONS BUILDERS DIVISION  
AGREEMENT

between

TWIN PORTS CONTRACTORS ASSOCIATION

and

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

And

CEMENT MASONS, PLASTERERS & SHOPHANDS' LOCAL NO. 633  
Of Minnesota, North Dakota and NW Wisconsin  
AFFILIATED WITH O.P. & C.M.I.A. OF U.S.

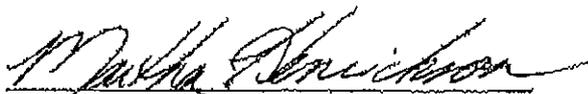
Expires April 30, 2017

NO LANGUAGE CHANGES FROM PREVIOUS AGREEMENT.

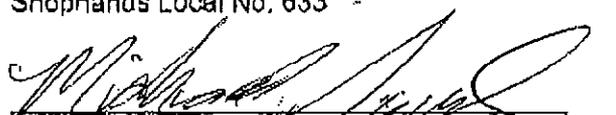
Wages to increase \$.50 on May 1, 2012, \$.50 on May 1, 2013, \$.50 on May 1, 2014,  
\$.50 on May 1, 2015, and \$.50 on May 1, 2016

Signed this \_\_\_\_ day of April, 2012.

Associated General Contractors  
of Minnesota

  
MARTHA HENRICKSON

Cement Masons, Plasterers and  
Shophands Local No. 633

  
MICHAEL SYVERSRUD