

NORTH DAKOTA AREA AGREEMENT

BETWEEN

INDEPENDENT LATHING AND PLASTERING CONTRACTORS

AND

CEMENT MASONS, PLASTERERS, AND 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)

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

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UNION MEETINGS

FIRST TUESDAY OF EACH MONTH
7:00 PM AT UNION LABOR CENTER, MINNEAPOLIS, MN

NORTH DAKOTA AREA UNION MEETINGS
ON CALL

AGREEMENT

This Agreement, by and between, the Independent Lathing and Plastering Contractors hereafter referred to as Employers, and the Operative Plasterers and Cement Masons International Association Local #633, hereafter referred to as the Union, establishes rates of pay, wages, hours of employment, fringe benefits and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction jobs in the State of North Dakota.

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 - UNION RECOGNITION

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

ARTICLE 3 - SCOPE OF AGREEMENT

This Agreement shall govern work done in the State of North Dakota.

ARTICLE 4 - UNION SECURITY

All employees who are members of the Union on the effective date of this agreement shall be required to remain members of the union as a condition of employment during the term of this agreement.

It is agreed that no employee shall be discriminated against because of his affiliation or non-affiliation with the Union.

Race, creed, color or national origin shall not bar any applicant for employment who can otherwise qualify.

ARTICLE 5 - GRIEVANCES AND ARBITRATION

Whenever any difference or dispute shall arise as to the interpretation or application of the terms of this Agreement, such dispute or difference shall be resolved in the following manner:

STEP 1 - An effort shall be made to adjust the grievance by and between the employee having the grievance and his employer. All grievances shall be reduced to writing and presented to the employee's immediate supervisor.

STEP 2 - If the grievance is not resolved in Step 1, the Business Representative and the Employer or its designated representative shall attempt to resolve the dispute or difference within two (2) weeks of its occurrence.

STEP 3 - If such dispute or difference is not resolved by the individuals designated in Step 2, it shall then be submitted within six (6) weeks after it arises to a Board of Arbitration in the following manner:

(A) Within five (5) work days after the receipt of such notification, two (2) representatives from the Union and two (2) representatives from the Employer shall meet as a Board of Arbitration for the purpose of choosing a fifth arbitrator. The meeting shall be at a time and place reasonably convenient to both parties.

(B) If the Board is unable to choose a fifth arbitrator as set forth above, the Board, as representatives of the parties, shall immediately notify the American Arbitration Association to furnish the parties a list of five (5) arbitrators. Within three (3) workdays of receipt of such list by each party, the parties shall meet and choose a fifth arbitrator. The parties shall alternately strike names from the list until one (1) name remains on the list, and he/she shall then be the person chosen to be the fifth arbitrator and the chairman of the Board of Arbitration.

(C) The matter shall then proceed to arbitration as quickly as possible and the Board of Arbitration so selected shall hear all evidence, and then render its decision by a majority vote based on the evidence and the Agreement. The Board of Arbitration shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting an arbitrable issue under this Agreement. The Board of Arbitration shall have no authority of arbitration to add to, subtract from, modify or amend any of the provisions of this Agreement. Furthermore, it is specifically agreed that no Board of Arbitration shall have the authority to establish or modify wage rate or job classification or to decide the appropriate classification of an Employee. A decision of the Board of Arbitration on any grievance within the scope of the issue submitted shall be final and involved. The neutral arbitrator's fee and expense shall be paid equally by the parties to the arbitration.

ARTICLE 6 - JURISDICTIONS AND DISPUTES

Section 1: Jurisdictional Disputes

Jurisdictional disputes shall be settled in accordance with the procedure established by the Building Trades Department of the AFL-CIO or in special cases as agreed and established by two or more international union, without interruption of work or delay to the jobs. The Book of Agreements and Decisions Rendered Affecting the Building Industry as approved by the Building and Construction Trades Department, AF of L shall be used exclusively to settle such disputes.

The Employer agrees to abide by the trade and territorial jurisdiction of the Cement Masons and Plasterers Local Union No. 633 on all interior plastering, or related work thereto, including polystyrene bases, insulation and its sticking application, and the application, whether by hand or machine, or all such plastering materials and finished, including the exterior insulation finish system (EIFS) system and drywall taping.

Also, all Portland Cement Exterior Stucco work, and related work, including insulation and its sticking application, and the application of all materials and finishes thereof, whether applied by hand or machine, including the EIFS system, and the application of all sprayed on fireproofing and sprayed on materials performed in the said Trade Territorial Jurisdiction as set forth in the constitution of the Operative Plasterers and Cement Masons International Association, and the working rules of Local Union No. 633, hereinafter set forth within this agreement.

The Jurisdiction of the plasterer shall also include all of the following types of work as set forth in said International Constitution but by no means just limits them to these types of work.

Section 2: Jurisdiction of Work

A. The International Association shall have full and exclusive work jurisdiction over the plastering and shop industries. The work jurisdiction shall include, but not be limited to, the supervision and performance of the production, installation and plaster construction of every description, kind and character. The International Association shall be composed of journeypersons, apprentices and any other type of worker employed on any kind of work allied to or connected in any manner with the plastering and shop industries.

The plasterer shall have jurisdiction over, but shall not be limited to:

B. All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, also corner beads when stuck must be done by practical plasterers of the OP&CMIA. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applies; also the taping and painting of all joints, nailholes and bruises on wallboard, and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, bronstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same.

All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the plasterer only, also the sticking, nailing, and screwing of all composition caps and ornaments. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by plasterers of this Association, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the OP&CMIA who are practical plasterers. The preparation, installation and repair of all interior and exterior insulation systems, and the fireproofing of all steel beams, columns, metal decks and vessels shall be the work of the plasterers.

C. Local unions shall have autonomy governing the mixing of all materials but shall not deviate from manufacturers' standards or the specifications of the American Standards Association.

D. All casting must be done by members of the OP&CMIA. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine or any other method, is recognized as the work of the plasterer, except a base six inches or less. No member of this Association shall be allowed to work to any corner beads that are put on beams, arches or groin ceilings unless they are stuck by the plasterer. This includes window heads and door heads.

E. All cement plastering shall be supervised and executed by the plasterer on walls, over and above six (6) inch base.

F. Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or method of application, color of materials used and regardless of the type of base these materials may be applied to.

G. All casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone shall be the work of the members of the OP&CMIA.

H. All mouldings run in place and all staff work, the making of templets and horsing of moulds in and on buildings must be made and produced by members of the OP&CMIA. All mortarboards must be raised at least eighteen inches above the scaffold.

I. Casting shall be permitted as follows:

(1) Domes that do not exceed two (2) feet in diameter may be cast.

(2) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.

(3) Mouldings clustered with enrichment may be cast.

(4) Cornices may be cast where and when it is not practical to run in place with a mould. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar mouldings that exceed six (6) feet in total length from mitre to mitre.

(5) Beams, columns and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.

(6) On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Local Union.

(7) All small spandrels or panels under two feet, small caps and other similar work may be cast.

(8) All caps not exceeding two feet in diameter may be cast.

(9) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.

(10) Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.

ARTICLE 7 - INSURANCE, TAXES AND BONDS

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 States Workmen's Comp. Insurance and into the State Unemployment Comp Fund such amounts as are due from and after the date Employees from these Unions are employed on the job. Employees covered by this agreement agree not to work for anyone who does not carry such insurance and pay such taxes.

C. The Employer will obtain a \$7,500 Surety Bond to cover all benefits payable to Union, but only if the Employer has had a violation of this Agreement or has been late on fringe payments in the previous two (2) years.

ARTICLE 8 - WORK HOURS

The Employer and the Union, in recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that will limit production or increase the time required to do the work. No limitations shall be placed upon the amount of work that an employee shall perform during the workday.

Ten (10) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. A regular day's work shall consist of up to ten (10) hours between 5:00 am and 7:00 pm, local time (at the site). If mutually agreed by the Employer and the Union employees, the hours may be adjusted up to two (2) hours earlier to promote the efficiency of the job.

All work exceeding the standard ten (10) hour day will be considered as overtime and paid at the rate of time and one-half (1 ½). Hours worked Saturdays will be paid at the rate of time and one-half (1 ½). Hours worked Sundays and legal holidays (see Article 10) shall be paid at the rate of double time.

In the event that an employer is prevented from completing a schedule normal work week because of inclement weather, the employer may offer the opportunity to the employees to work on the Saturday of that week at straight time for the purpose of securing forty (40) hours straight time in that week. The decision to accept such offer shall be in the sole and exclusive discretion of such employee. This make-up day provision is to be reviewed and re-evaluated and may be rescinded in its entirety at any contract anniversary.

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 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.

There shall be one break in the forenoon and one break in the afternoon. The break shall not exceed ten minutes from the time work stops until work resumes. The break shall be taken in close proximity to the Employee's workstation. On shift work this schedule shall also apply.

When a journeyman or apprentice is ordered by the employer or its representative to report to work on a specific job, and then through no fault of the employee, is not put to work or employed for less than two hours, the employer shall pay the employee for two hours' time, weather permitting work.

If an employee is called to work, he/she shall be guaranteed two (2) hours of pay. If employees work more than two (2) hours, they shall be guaranteed a minimum of four (4) hours of pay.

It is agreed that plasterers and apprentices will observe a cleanup time of no more than 10 minutes at the end of the workday.

It is agreed that all plasterers are to work a full eight hours for eight hours pay. Journeymen or apprentices leaving the job early or charging time for time not worked will be docked accordingly.

The employer shall not be hindered or prevented in using any type or quantity of machinery, tools or appliances, and may secure materials or equipment from any market or source he/she sees fit without interference of any kind.

All mortarboards shall be raised at least eighteen inches above the scaffold. Where scaffolds are over four feet high means shall be provided to get on it.

All putty shall be hand gauged on a putty board by journeymen and apprentice plasterers. When a plastering machine is used, set screeds will be set every six (6) feet vertically or horizontally for brewing work on commercial jobs.

No journeyman or apprentice shall work where open salamanders, gasoline, oil or any torch are used which are injurious to the health of the worker.

No journeyman or apprentice shall be required to work on bracked scaffolds.

ARTICLE 9 - SHIFT WORK

If work cannot be done during the regular workday, special 8-hour shifts may be set up. No special shift shall be started for less than one (1) day's work. Assigned employees will not be allowed to work the special shift job and then work on another job within the 24-hour day. Special shifts working Monday through Friday shall receive one and one-half (1 1/2) times the regular rate. Special shifts working Saturday and Sunday nights shall receive double the regular wage rate. Hours worked over 8 hours on special shifts shall be paid for double time.

ARTICLE 10 - HOLIDAY PAY RATES

Double time shall be paid for Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day or days celebrated as such. It is further agreed that no employee shall do any work on the first Monday in September, Labor Day, except to preserve life or property.

ARTICLE 11 - WORKING RULES FOR EMPLOYMENT

Only one member of the firm partnership, or corporation shall be permitted to work with the tools at any time, providing he is a qualified plasterer. However, if the Union is unable to furnish employees, then other members of the firm may work with the tools, but they too must be qualified plasterers. Also said employer, when working with tools must abide by the working conditions as set forth in this agreement. All work must be done in a good, clean, workmanship manner.

ARTICLE 12 - UNION REPRESENTATIVES

The Employer agrees to permit only authorized Union representatives to visit all jobs at all times for the sole purpose of taking care of legitimate union business. Also to recognize the shop steward of the union pertaining to his/her duties of enforcing the rules contained within this agreement so long as the steward follows the line of authority.

ARTICLE 13 - STATEMENT OF POLICY

The North Dakota Area Lathing and Plastering Contractors and the Cement Masons and Plasterers Local No. 633 adopt the following policy as adopted by the Building Trades Department of the AFL-CIO and recommends strict adherence and cooperation in the application of the policy:

1. The selection of craft foremen or craft general foremen, over workmen of their respective crafts, shall be entirely the responsibility of the employer.

2. The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade, and shall work under the supervision of the craft foremen.

3. Workmen shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time.

4. There shall be no limit on production of workman or restriction on the full use of proper tools or equipment and there shall not be any task or piecework.

5. Jurisdictional disputes shall be settled exclusively by prior AFL-CIO Book of Jurisdictional rulings or in special cases as agreed and established by two or more international unions, without interruption of work or delay to the job if possible.

6. So-called area practices, not a part of collective bargaining agreements, shall not be recognized nor should they be enforced.

7. Slow-downs, forcing of overtime, spread work tactics, standby crews and featherbedding practices have been and are condemned.

8. Stewards shall be qualified workmen performing work of their craft. There shall be no non-working stewards.

9. There shall be no strikes, work stoppages, or lockouts during the processing of any grievances of disputes in accordance with the manner prescribed in the local or national agreement.

ARTICLE 14 - MATERIALS FURNISHED BY EMPLOYERS AND AWARDS

All darbies, rods, feather edges, floating carpets, cork and plastic floats, mixing drills and companion equipment, face masks, when working with fibrous or toxic materials shall be furnished by the Employer.

Employer exclusively awards all exterior insulation systems by adhesive means to the plasterers and all by mechanical means to lathers.

All work shall be done in accordance with the industry standards.

ARTICLE 15 - STRIKES AND LOCKOUTS

The Union agrees that it will not authorize a strike and the employer agrees not to engage in a lockout without first using all possible means of settlement as provided for in this agreement.

The Union shall not be liable for damages resulting from the unauthorized acts of its members. However, in the event that an unauthorized strike, work stoppage, interruption of work or slow-down occurs during the term hereof, the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein, and to that end, if the Company requests, the Union will promptly order the employees who are engaged therein back to work and will also order any unauthorized picket line established by such employees, dissolved and disbanded.

If the Union performs the conditions of this Section as it to be performed, then the said Union shall not be liable for the unlawful or unauthorized act or actions of said employees who engage in such strikes, work stoppage, interruption of work and slow-down, and in such event, the Union, its officers, agents or members shall not be liable for any such unauthorized strikes, work stoppages, interruption of work or slow-downs, on the part of any employee or employees during the life of this agreement, and the sole recourse and exclusive remedy for the employer for such unauthorized strike, work stoppage, interruption of work or slow-down, will be to impose disciplinary measures upon the employees involved. Any employee or employees disciplined shall have the right to appeal through the grievance and arbitration procedures of this contract. If the disciplinary measures imposed are set aside such employee or employees shall be made whole.

The Union will, within two weeks after the date of the signing of this agreement, serve upon the employer a written notice, which notice will list the Union's authorized representatives who will deal with the employer, make commitments for the union generally, and in particular, for the sole authority to act for the union in calling for instituting strikes or any stoppages of work, in this case it shall be the Secretary of the Union.

ARTICLE 16 - DISCRIMINATION

The contractors agree that no employee shall be discriminated against because of his affiliation or non-affiliation with the union.

ARTICLE 17 - ENTIRE UNDERSTANDING

This agreement covers the entire understanding between the parties hereto. No oral or written rules, regulation or understanding, which is not mentioned or referred to herein, will be of any force or affect upon any party hereto.

ARTICLE 18 - INTERNATIONAL UNION

It is stipulated and agreed to by and between the parties to this Agreement that the act of the International Association in approving this contract as to form and substance, the International Association, its officers and agents, shall not in any manner thereby become a party to this Agreement nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further stipulated and agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certified that the said contract is not in violation of the International Constitution and By-Laws and is approved as to form and substance for that purpose only and no other.

ARTICLE 19 - APPRENTICE WAGE RATES

All plasterer apprentices shall be governed by the existing provisions of the Minnesota Cement Masons and Plasterers Joint Apprenticeship Committee Standards.

The wage rate for Apprentices shall be established by Local No. 633's Joint Apprenticeship Committee. Apprentices shall have a starting rate of 60% of the Journeyman's wage plus benefits as stated in Article 35. They shall receive an 8% raise in base pay every 1200 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.

A Pre-Apprentice program has been developed and will be governed by the Cement Masons and Plasterers Joint Apprenticeship Committee. There will be no more than one (1) Pre-Apprentice for every two (2) journeymen on each job. There will be at least two (2) journeymen on each jobsite before a Pre-Apprentice shall start work. The Contractor shall immediately notify the Union, upon hiring a Pre-Apprentice. A Pre-Apprentice may work up 500 hours, at which time they are to enter the Apprenticeship Program as described above, at a rate of \$11.00 per hour. Pre-Apprentices do not qualify for any fringe benefits. The Employer will deduct from the payroll of Pre-Apprentices \$.50 per hour worked after taxes as working dues and send payment to Cement Masons Local No. 633, 312 Central Ave #376, Minneapolis, MN 55414.

ARTICLE 20- FRINGE BENEFITS

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

1. Contributions 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. 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. On shift work, contributions are to be paid on the same proportionate hourly basis as hours worked to hours paid.

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

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

c) If an Employer becomes delinquent for a particular month (as provided in (a) above) as to any or all of the Trust Funds, and if the reports and the full payment due for such work month (including liquidated damages) are not postmarked in the office of the Fund Administrator on or

before the 15th day of the month following the applicable due date, such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or surety bond in form satisfactory to the Trustees and in the face amount of \$7,500, 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. The Union shall refuse to supply plasterers 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 \$7,500 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 Union 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.

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 directions by the Trustees. The Union 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 9 Settling of Disputes, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

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

7. Any and all fringe contribution 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 and to AGC of any adjustment, and such adjustment shall operate to adjust wages in a like amount.

ARTICLE 21 - NOTICE

The employer shall communicate with the Union prior to starting projects of five hundred thousand dollars (\$500,000.00) or more in any district.

ARTICLE 22 - 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 shall from time to time issue rules or notices to his Employees regarding on the job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.

C. Such safety equipment as required by governmental regulation, shall be provided without cost to the Employee. At the Employer's option, the Employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

ARTICLE 23 - 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 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, banners, or watchmen employed by the contractor.

ARTICLE 24 - STRIKES, LOCKOUTS, 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 interference 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 without first giving the Employer forty-eight (48) hours written notice.

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

ARTICLE 25 - SUBCONTRACTORS

If the Employer subcontracts work covered by this Agreement which is to be performed at the job site, the Subcontractor shall agree to abide by the hours of work, conditions of work, wage rates, and fringes set forth in this agreement and also become signatory to this agreement except where the subcontractor already has a union contract with Local No. 633 covering this work.

The Employer agrees to inform all subcontractors of the provisions of this Article.

ARTICLE 26 - CONFLICTING AGREEMENTS

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

ARTICLE 27 - ROTATION OF EMPLOYEES

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

ARTICLE 28 - 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 29 - 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 30 - 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. Failure on the part of the Employer to comply with this provision shall entitle the Employee to an extra four (4) hours pay.

C. When an Employee is laid off, or discharged he/she shall receive all money due in cash or negotiable check within twenty-four (24) hours. If the Employee does not appear to collect the check the Employer will immediately mail the check to the Employee's last known address. This provision is intended to conform to State Statue 181.13.

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

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

ARTICLE 31 - HIRING

The Employer agrees to employ only members of the Cement Masons and Plasterers Local No. 633 who are in good standing; all members shall be hired through the Union Office and its authorized representative, delegated by the Union, however, the Employer shall be privileged to keep the Employees as long as he has continuous employment for them.

Contractors from our area and those from outside of the Local's jurisdiction, who have work in that jurisdiction, or plan to have work in that jurisdiction, hereby agree to give the Union first opportunity when hiring new Employees. First opportunity shall be defined to mean that the Employer shall call the Union for not less than the first 50% of its new Employees.

If any Employer from outside the jurisdiction of this Agreement brings plasterers into the area and pays a higher wage and fringe package than called for in this Agreement, all plasterers on the project will be paid the higher rate.

Both parties agree to participate in the LUC drug/alcohol program on a non-mandatory basis.

ARTICLE 32 - VIOLATIONS OF AGREEMENT

A. In the event the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work or overtime differentials, any back pay owed to the Employee because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight time and overtime rate.

B. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions. In such a case the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and/or overtime rate.

C. When there is evidence of collusion between the Employer and Employee to violate the Agreement, any back pay collected shall be made payable to the Employee, and shall be deposited with the Union, if the Board of Arbitration so orders.

ARTICLE 33 - 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 34 - JOB STEWARDS

The Employers recognize the right of the Unions to designate job stewards to handle such Union business as may from time to time be delegated to them to see that the terms and conditions of this Agreement are being complied with. The Employers also agree that the job steward shall be kept on the job until completion of the work covered by this Agreement and are not to be laid off before such time without a hearing before a committee composed of a Representative of the involved Employer and an officer of the union which hearing shall be held not later than the end of the next business day following the giving of notice of layoff by the involved Employer to the involved job steward.

The Employer agrees that on any job where it has Employees covered by this Agreement employed, the steward shall be kept on the job, if the crew is reduced due to weather or working conditions and/or if any Employees covered by this Agreement are kept on the job. The steward, however, will not be an additional person and shall be a part of the working crew.

ARTICLE 35 - WAGES AND FRINGE BENEFIT PAYMENTS

DATE	BASIC WAGE**	HEALTH & WELFARE	HRA	PENSION*	SAVINGS	TRAINING	TOTAL
5/1/2012	23.10	6.53	.75	4.57	(2.51)	.30	35.25
5/1/2013							35.75
5/1/2014							36.25
5/1/2015							36.75
5/1/2016							37.25

*APPRENTICE RATE FOR PENSION EFFECTIVE 5/1/20012 :

60%, 68%, 76%	\$1.45
84%	\$1.95
92%	\$3.45

**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 \$2.51 per hour or such amount as allocated 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.

PRE-APPRENTICE RATE

DATE	BASIC WAGE	HEALTH & WELFARE	HRA	PENSION	WORKING DUES*	TRAINING	TOTAL
5/1/2012	13.00	0	0	0	(.50)	0	13.00
5/1/2013	13.00	0	0	0	(.50)	0	13.00
5/1/2014	13.00	0	0	0	(.50)	0	13.00
5/1/2015	13.00	0	0	0	(.50)	0	13.00
5/1/2016	13.00	0	0	0	(.50)	0	13.00

*The Employer will deduct from the payroll of Pre-Apprentices \$.50 per hour worked after taxes as working dues and send payment to Cement Masons & Plasterers Local No. 633, 312 Central Ave #376, Minneapolis, MN 55414.

Foreman: \$.75 per hour above basic wage (when 5 or more Plasterers are employed)

Spray-on fireproofing (Nozzle Operator): \$.75 per hour above basic wage

All Health and Welfare, HRA, Pension, Savings, and Training contributions are to be sent to: Minnesota Cement Masons Fringe Benefit Funds at Zenith Administrators, PO Box 295, Minneapolis, Minnesota 55440.

In the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health & Welfare Plan, as described in Article 20, shall be applied to any cost incurred by the Employer and/or the employees covered hereunder in connection with such National Health Plan. If the current Employer contribution is in excess of the cost of such National Health Plan, then at the discretion of the employees, the difference shall become a contribution to either a supplemental health plan or one of the existing Pension Plans.

ARTICLE 36 - TRAVEL AND SUBSISTENCE

Subsistence shall be paid Employees, at the rate of \$25.00 per day on jobs located 50 - 80 miles, \$35.00 per day on jobs located 81 -150 miles, and \$45.00 per day on jobs over 150 miles, by the most direct road route from the Employee's home address. No subsistence is paid for jobs located less than 50 miles from the Employee's home address.

If the employee leaves early or arrives late, the subsistence shall be prorated according to the hours worked.

ARTICLE 37 - DURATION

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

B. The employer bound to this Agreement recognizes the Union as the exclusive majority representative of all employees covered by this Agreement pursuant to Section 9(a) of the Labor-Management Relations Act. This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

ARTICLE 38 - LETTER OF UNDERSTANDING

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

**NORTH DAKOTA AREA INDEPENDENT PLASTERERS 9A ACCEPTANCE AGREEMENT
BETWEEN**

Davis Drywall Inc. 1100 Industrial Park Dr SE Bemidji, MN 56601	_____ _____	<u>218-444-2532</u> (Area Code) Phone <u>218-444-2583</u> FAX (Area Code) <u>davisdrywall@hotmail.com</u> Email
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and
CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633
 Of Minnesota, North Dakota, and NW Wisconsin

Both parties hereby agree to be bound by all the terms and provisions of that certain agreement between the North Dakota Independent Contractors and Cement Masons, Plasterers and Shophands Local No 633, which agreement is effective for the period from May 1, 2012 through April 30, 2017.

THE EMPLOYER HEREBY ACKNOWLEDGES RECEIVING A COPY OF SAID AGREEMENT. The Employer and the Union agree to comply fully with all of the provisions as set forth in the said Agreement as if the same were fully set out herein.

JOURNEYMAN WAGES ARE AS FOLLOWS, EFFECTIVE MAY 1, 2012:

BASIC WAGE*	HEALTH & WELFARE	HRA	PENSION	SAVINGS	TRAINING	TOTAL
23.10	6.53	.75	4.57	(2.51)	.30	35.25

*After all taxes are deducted from the base wage rate, \$2.51 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan. The base pay before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$23.10 = \$34.65, TAXED, THEN MINUS \$2.51 FOR SAVINGS EACH HOUR)

Foreman: \$.75 per hour above basic wage (when 5 or more Plasterers are employed)
 Spray-on fireproofing (Nozzle Operator): \$.75 per hour above basic wage

This Agreement is binding personally and individually upon each of the following: The union, the undersigned Employer, and each of the individual owners, partners, and stockholders of the Employer. The undersigned signatories each certify that such signatories have authority to enter into this Agreement and to bind the persons and parties described in this paragraph. This is a legally binding contract.

Brad Davis
 Employer's signature

Gregory R. [Signature]
 Union Business Agent's signature

Brad Davis
 Print Name

5-21-12
 Date

PLEASE MAIL SIGNED AGREEMENT TO THE UNION OFFICE AND FAX COPY TO: 612-3791559
 Minnesota Cement Masons, Plasterers and Shophands Local No. 633
 312 Central Ave, Room 376
 Minneapolis, MN 55414

**NORTH DAKOTA AREA INDEPENDENT PLASTERERS 9A ACCEPTANCE AGREEMENT
BETWEEN**

<u>CMS, LLC</u>	<u>701-740-6871</u>
Employer	(Area Code) Phone
<u>4050 GARDEN VIEW DR #101, NO 58701</u>	<u>701-772-4275</u>
Address	FAX (Area Code)
City/State	
Zip	
	<u>CMS.LLC@GPA.MNOC.NET</u>
	Email

and
CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633
 Of Minnesota, North Dakota, and NW Wisconsin

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THE EMPLOYER HEREBY ACKNOWLEDGES RECEIVING A COPY OF SAID AGREEMENT. The Employer and the Union agree to comply fully with all of the provisions as set forth in the said Agreement as if the same were fully set out herein.

JOURNEYMAN WAGES ARE AS FOLLOWS, EFFECTIVE MAY 1, 2012:

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 Spray-on fireproofing (Nozzle Operator): \$.75 per hour above basic wage

This Agreement is binding personally and individually upon each of the following: The union, the undersigned Employer, and each of the individual owners, partners, and stockholders of the Employer. The undersigned signatories each certify that such signatories have authority to enter into this Agreement and to bind the persons and parties described in this paragraph.

This is a legally binding contract.

David Masz
 Employer's signature
David Masz
 Print Name

Donall Ford
 Union Business Agent's signature
5-5-2012
 Date

PLEASE MAIL SIGNED AGREEMENT TO THE UNION OFFICE AND FAX COPY TO: 612-3791559
 Minnesota Cement Masons, Plasterers and Shophands Local No. 633
 312 Central Ave, Room 376
 Minneapolis, MN 55414

**NORTH DAKOTA AREA INDEPENDENT PLASTERERS 9A ACCEPTANCE AGREEMENT
BETWEEN**

<u>Sig Olson & Sons Plastering Inc.</u>			<u>218-233-1349</u>
Employer			(Area Code) Phone
<u>1923 27th St. S. Moorhead MN 56500</u>			<u>218-233-8030</u>
Address	City/State	Zip	FAX (Area Code)
			<u>SigOlsonandSons@aol.com</u>
			Email

and
CEMENT MASONS, PLASTERERS AND SHOPHANDS LOCAL NO. 633
 Of Minnesota, North Dakota, and NW Wisconsin

Both parties hereby agree to be bound by all the terms and provisions of that certain agreement between the North Dakota Independent Contractors and Cement Masons, Plasterers and Shophands Local No 633, which agreement is effective for the period from May 1, 2012 through April 30, 2017.

THE EMPLOYER HEREBY ACKNOWLEDGES RECEIVING A COPY OF SAID AGREEMENT.
 The Employer and the Union agree to comply fully with all of the provisions as set forth in the said Agreement as if the same were fully set out herein.

JOURNEYMAN WAGES ARE AS FOLLOWS, EFFECTIVE MAY 1, 2012:

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This Agreement is binding personally and individually upon each of the following: The union, the undersigned Employer, and each of the individual owners, partners, and stockholders of the Employer. The undersigned signatories each certify that such signatories have authority to enter into this Agreement and to bind the persons and parties described in this paragraph.

This is a legally binding contract.


 Employer's signature
Roger S. Olson, Pres Tr.
 Print Name


 Union Business Agent's signature
8-9-12
 Date

PLEASE MAIL SIGNED AGREEMENT TO THE UNION OFFICE AND FAX COPY TO: 612-3791559
 Minnesota Cement Masons, Plasterers and Shophands Local No. 633
 312 Central Ave, Room 376
 Minneapolis, MN 55414