

AGREEMENT

Between

Associated General Contractors of Minnesota

- and -

Minnesota Concrete and Masonry Contractors Association

-and-

Bricklayers and Allied Craftworkers
Local Union 1 Minnesota / North Dakota

-and-

Independent Employers

MINNESOTA STATEWIDE AGREEMENT

Chapters 1, 3, 4, 6, 8, 11 and 15

2016, 2017, 2018
(Expires April 30, 2019)

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Chapters 1, 3, 4, 6, 8, 11 and 15

2016, 2017, 2018

(Expires April 30, 2019)

THIS AGREEMENT is entered into between the Associated General Contractors of Minnesota (“AGC”), the Minnesota Concrete and Masonry Contractors Association (MC&MCA), Independent Employers and the Bricklayers and Allied Craftworkers Local Union 1 Minnesota / North Dakota (“Union”) as designated in Article 2 herein to establish rates of pay, wages, hours of employment, fringe benefits, and vacations where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction jobs in these Union jurisdictions.

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. The parties desire to maintain their long standing cooperative relationship through this Agreement.

ARTICLE 2
Designation of Parties

- A. Associated General Contractors of Minnesota (hereinafter called AGC), and the Minnesota Concrete and Masonry Contractors Association (hereinafter called MC&MCA) are parties to this Agreement in a representative capacity, and as agent only, acting on behalf of certain of its members, and who have agreed to be bound to the terms of this Agreement through AGC and on behalf of such additional Employers as may execute identical counterparts thereof, through AGC or MC&MCA Contractors. The Union agrees to notify AGC or MC&MCA upon request, in writing, of all who sign this Agreement. AGC and the MC&MCA Contractors 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 NLRB or otherwise pursuant to and/or in aid, support, or enforcement of the terms and provisions of this Agreement.
- B. The AGC or MC&MCA Contractors, who have agreed to be bound to the terms of this Agreement through AGC or MC&MCA, or 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 organization on its own behalf and on behalf of the Employees whom it represents and on whose behalf it is recognized, or to be recognized, is a party hereto. The status of said Union is dual, in that it is a party hereto as principal and also as agent for the Employees whom it represents and on whose behalf it is recognized, or to be recognized, as hereinafter provided.
- D. The Union agrees to notify AGC or MC&MCA upon request, in writing, of all Employers, who sign this Agreement and who are not AGC or MC&MCA members. These Employers are hereinafter called "Independent Employers". The AGC and MC&MCA members who have agreed to be bound by this Agreement and the Independent Employers are collectively referred to as "Employer" or "Employers"

ARTICLE 3
Union Recognition

The AGC, MCMCA and Independent Employers hereby recognize the Union as the exclusive collective bargaining representative of the Employees in the crafts signatory to this Agreement, in areas including, but not limited to, rates of pay, wages, hours of employment and fringe benefits, and other conditions of employment. The Union represents that it is qualified for such recognition.

ARTICLE 4
Territorial Scope of Agreement
And Work Jurisdiction

Independent Statewide Agreement

This Agreement shall cover the entire State of Minnesota. The wages are set forth for the various areas in Schedule 1, Sections 1-13 of this Agreement. Bricklayers and Allied Craftworkers Local Union 1 Minnesota / North Dakota, Chapters 1 (Metro) appear in Section 1; Chapter 4 (Central Minnesota) appears in Section 2; Chapter 11 (Mankato) appears in Section 3; Chapter 11 (Springfield – New Ulm) appears in Section 4; Chapter 3 (Duluth) appears in Section 5; Chapter 3 (Hibbing-Virginia) appears in Section 6; Chapter 15 (Northwest Minnesota) appears in Section 7; Chapter #8 (Faribault) appears in Section 8; Chapter #8 (Red Wing) appears in Section 9; Chapter #8 (Albert Lea) appears in Section 10; Chapter #8 (Winona) appears in Section 11; Chapter #8 (Rochester) appears in Section 12; Marble Masons appear in Section 13.

AGC & MC&MCA

This Agreement shall cover the entire State of Minnesota.

The work jurisdiction for employees covered by this agreement shall include, but not be limited to, the Codes of the International Union as outlined in the 2010 International Union of Bricklayers and Allied Craftworkers Constitution and attached to this contract as Addendum C. The work jurisdiction provision shall not apply to Chapters 1 and 8, but shall apply to Chapters 3, 4, 11 and 15.

ARTICLE 5
Union Security

The Employers agree that the Union recognized under Article 3 of this Agreement is entitled to Union security. An Employee performing work covered by this Agreement must become and remain a member in good standing of the Union as a condition of employment for an Employer. The Employee must become a member in good standing of the Union by no later than the eighth (8th) day following the beginning of employment or the effective date of this Agreement, whichever is later.

The Employer agrees to dismiss Employees who refuse to become members of the Union as required above. The Union agrees to notify the Employer in writing of all Employees who have not joined the Union.

The Union may approach individual Employees for organization purposes.

ARTICLE 6
Hiring

- A. When an Employer needs Employees, it agrees to give the Union equal opportunity with all other sources.

- B. The Employer has the right to select prospective Employees from all applicants.
- C. Neither an Employer nor the Union may discriminate against any prospective Employees on the basis 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. An Employer agrees to submit its request to the Union for Employees at least twenty-four (24) hours in advance of the time Employees must report for work for the Employer.
- F. Hiring Preference – Chapter’s #1, #4 – The Employer, when engaged in any construction work within the geographic area covered by this Agreement, shall, in hiring employees covered by this Agreement, give preference to hire 50% of the crew from persons residing or normally employed in the geographic area covered by this Agreement, if available. Nothing in this agreement precludes a contractor from staffing any project from their pool of existing Local #1 Minnesota employees.
- G. Hiring Preference – Chapter #6 and #8 – The Employer, when engaged in any construction work within the geographic area covered by this Agreement, shall, in hiring employees covered by this Agreement, give preference to hire 50% of the crew from persons residing or normally employed in the geographic area covered by this Agreement, if available.
- H. Hiring Preference – Chapter #11 – The Employer, when engaged in any construction work within the geographic area covered by this Agreement, shall, in hiring employees covered by this Agreement, endeavor to give preference to hire 50% of the crew from persons residing or normally employed in the geographic area covered by this Agreement, if available. Nothing in this Agreement precludes a contractor from staffing any project from their pool of existing Local #1 Minnesota employees.

ARTICLE 7
Insurance and Taxes

- A. The Employer agrees to carry all insurance and pay all applicable taxes as required by applicable State and Federal laws.
- B. The Employer agrees to pay the State Worker's Compensation Insurance and into the State Unemployment Compensation Fund such amounts that are required under State and Federal laws.
- C. The parties agree to implement a Taft-Hartley based Workers' Compensation Fund to provide statutory and other workers' compensation benefits to employees working for employers who are signatory to Collective Bargaining Agreements between the Associated General Contractors or Minnesota Concrete and Masonry Contractors Association or Independent Employers and Basic Building Trades Unions affiliated with the AFL/CIO.

ARTICLE 8
Conflicting Agreements

The Employers agree not to enter into any labor agreements directly with their Employees, on whose behalf the Union has been granted recognition hereunder. Maintenance shops, repair shops and manufacturing processes are exempt from this Article.

If the Union enters into an Agreement with an Employer, which provides for less favorable wages, hours or conditions for Employees than herein specified, then all other Employers signatory hereto may re-open negotiations of this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions for their employees.

ARTICLE 9
Violations of Agreement

If disputes cannot be resolved between the parties to this Agreement, then the disputes are subject to Article 10 of this Agreement.

ARTICLE 10
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. The grieving party agrees to submit in writing its grievance to the other party within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance. Failure to timely submit the written grievance constitutes waiver of the grievance.
2. If the parties cannot reach satisfactory settlement within five (5) working days after submission of the written grievance, then the parties may bring the matter to the AGC-Basic Trades Disputes Board (“Disputes Board”). Both parties must agree in writing to submit the matter to the Disputes Board. In such case, the grieving party shall submit a written statement of the claim and facts of the matter to other party and the Disputes Board.
3. The Disputes Board is to be made up of an equal number of Employer and Union representatives, who meet regularly to settle disputes (excluding jurisdictional disputes) to avoid work stoppages, and to address other problems affecting productivity. The Disputes Board will render a decision, even though a party may not be present. The Disputes Board has no power to 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 referenced agreements, refuses to abide by the Disputes Board’s decision, then the other party may take economic action.

4. If the Disputes Board is unable to reach a decision, due to a deadlock (lack of majority), then it may refer the matter to a Board of Arbitration that shall operate in the following manner: The Union shall appoint one (1) Arbitrator and the Employer shall appoint one (1) Arbitrator within ten (10) working days after declaration of deadlock. The two (2) Arbitrators thus selected shall appoint a Neutral Chairman. In the event the selected Arbitrators fail to agree on a Neutral Chairman within ten (10) working days after declaration of deadlock, then 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. The remaining name shall be selected as the Neutral Chairman. The Neutral Chairman thus selected shall set the time and place for hearings, which shall begin no later than ten (10) working days after being selected, 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 Board of Arbitration's decision shall be final and binding on the parties to the dispute; provided, however, that the arbitrators shall have no power to modify any provisions of this Agreement. Each party agrees to pay the expenses of their selected Arbitrator, and both parties agree to equally share 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.

ARTICLE 11

Management Clause / Employer Discretion / Discharge

The Employers reserve the right to manage their jobs to their best interests; including issues such as 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.

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

The Employee may use any tools, equipment, machinery, materials, products or procedures of his craft, so long as such use does not conflict with this Agreement.

ARTICLE 12

Safety

- A. Accident and injury-free operation is the goal of all Employers, Union and Employees. The Employers and Employees agree to abide by, the requirements of State and federal Construction Safety Codes and Regulations.

- B. The Employer agrees to periodically issue rules or notices to Employees regarding on the job safety requirements. Any Employee violating such rules or notices may be subject to an Employer's disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.

ARTICLE 13

Pickets, Banners and Strikes

An Employer may not require Employees to go through a primary picket line or banner to work. It is not a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if an Employee decides not to cross a primary picket line or banner. This clause does not apply to secondary picket lines or banners, and it does not apply to jurisdictional picket lines or banners.

ARTICLE 14

Strikes, Lockouts, Work Interference

The Union and Employees agree that there will be no strike, work-stoppage, slow-down, sit-down, stay-in, or any other concerted interference with any Employer's business or on construction jobs by the Union or its members. The Employers agree that they will not lockout Employees during the existence of this Agreement without first giving AGC or the Union 48 hours notice and following the procedures established in Article 11 above.

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

ARTICLE 15

Subcontractors

The Employer agrees that, while subletting or contracting out work historically performed under this Agreement by the Bricklayers and Allied Craftworkers (BAC) at the job site, the Employer will sublet or contract such work only to a contractor who has signed or is otherwise bound by a written labor agreement entered into with the Union.

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

The Union agrees that when the Employer is required by any imposed requirement to sublet, contract out or award bargaining unit work to any Minority, Disadvantaged, Small and/or Female Business Enterprise or any other such similarity designated enterprise, and a dispute exists, the Employer and the Union shall meet and agree upon an equitable solution to the dispute, which may include a Project Agreement.

ARTICLE 16
Union Representatives

Only authorized Union Representatives have the right to confer with Employees on the job. Each and every Union Representative must 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, then the Union Representative shall leave his business card in the job shack before conferring with Employees. At no time may a Union Representative hinder or interfere with the progress of the work. The Union Representative agrees to adhere to all pertinent safety rules while at the particular job site.

ARTICLE 17
Rotation of Employees

The Union may not require rotation of Employees during the term of this Agreement, except for shifting Apprentices for purposes of training.

ARTICLE 18
Payroll Records

In case of a dispute arising over Employee hours and wages, the Employers agree to allow the Union to examine the payroll records of the particular Employee(s) covered by this Agreement. The Union agrees to submit in writing to the Employer its request to examine the payroll records.

ARTICLE 19
Application of Wage Rates

Pay rates for other crafts in the area are irrelevant to this Agreement, with the exception of Refractory work. The applicable wage rate is the area, in which the job site is located. No lower wage rates may be used. Special rates apply when employees are asked by their employer to travel out of their Home area to work. See Article 22, Section 5 for these conditions for traveling contractors. All wages agreed to by employers after May 1, 2016 shall be paid to all employees retroactive to May 1, 2016.

ARTICLE 20
Wages and Payday

- A. The Employers agree to pay Employees covered by this Agreement on a weekly basis. No more than seven (7) days may elapse between the last day of the pay period and pay day.
- B. The Employers agree to give Employees paychecks by no later than the end of the shift on the designated payday.

- C. If an Employee is laid off, or discharged a check will be mailed out no later than the following working day for the amount due, or three (3) hours time penalty shall be added for each working day until his or her check is mailed to their last known address. Employees must report to the Employer and the Union, failure to receive check within five (5) working days after layoff or forfeit entire penalty.
- D. An Employee who quits employment will be paid any wages due him on the next regular payday.
- E. The Employer agrees to provide the following information on an Employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, and net pay.
- F. Wage rate classifications in this Agreement establish only rates for Employees, and in no way relate to manning of projects.
- G. Employers will be required to pay a \$100 penalty to each employee when a bad payroll check is issued, plus they will pay for any overdraft charges that occur. (This provision excludes Chapter #3)
- H. The Employer may use direct electronic deposit as a means of wage payment. All other conditions of wage payment shall remain in effect.
- I. An employee shall turn in his/her time card by the time specified in the written policy of the employer in order to receive their paycheck on the next payday.
- J. Time clocks and electronic time keeping devices will be an acceptable way to track an employee's time.

ARTICLE 21

Apprentice Training Fund

An Employer shall contribute amounts as set forth in the attached schedules for each hour worked to the Minnesota Bricklayers and Allied Craftworkers Apprentice Training Trust Fund. A portion of the contribution shall be dedicated to the Worker Readiness program or the Duluth Safety Fund.

ARTICLE 22

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, Apprenticeship, and Promotion Funds as they may be established, an amount for each hour worked by all Employees covered by this Agreement. The Funds' Trustees shall equally represent the Union and the Employer. The terms of the Funds' trust agreements establishing the Funds are hereby incorporated as a part hereof.

In projects that involve the application of Native American, or Indian, hiring preference requirements, the Union, the Employer and the affected fringe benefit Funds agree to the terms of a separate Tribal Employment Rights Office (“TERO”), or other similarly named, Agreement to comply with the preference requirements stated in the applicable tribal resolution.

1. All Fringe Benefit Contributions are to be paid on one check and sent to an administrative agency with an office located in the State of Minnesota.
2. Fringe Benefit Contribution Reporting Forms and instructions are standardized with other basic trades.
3. Employers pay all fringe benefit contributions on an hourly basis for all hours worked, and they may not be pyramided. Example: if hourly wage is \$3.00 plus \$.10 fringe, double time overtime rate equals \$6.00 plus \$.10 fringe. On shift work, Employers pay contributions on the same proportionate hourly basis as hours worked to hours paid. (With the exception of the Duluth Vacation Fund which will pyramid according to the overtime rate).
4. The Funds’ Boards of Trustees select Insurance Carriers, Administrators, Consultants, Actuaries and/or Fiduciary Agents by competitive bidding upon written invitation by the Funds’ Boards of Trustees.
5. Traveling Contactors – for employers traveling within the Jurisdiction of Local #1 (Includes the entire states of Minnesota and North Dakota)
 - (a) Chapter #8 - When an Employer assigns Employees who reside in and regularly work in the geographical area covered by this Agreement to go to a project located outside of this Agreement’s geographical area, then the Employer agrees to submit, fringe benefit contribution payments provided for in the Agreement. When a fringe benefit plan is in existence or is hereafter established for said outside area, then this Article shall be of no force and effect regarding the particular plan.
 - (b) Chapters #1, #4, #11 & #15 - When an employer dispatches an employee to work outside of their home Chapter Area (Home Area) and within the jurisdiction of BAC Local 1 Minnesota / North Dakota into another Chapter Area where there is a different wage and fringe package in place (Travel Area), the employer will pay said employee the higher of the two wage and fringe packages and report the hours on the home chapter area fringe report form.
 - (c) Chapter #3 - The option to pay said employee Travel Area wages and Home Area benefits shall be available. Work hours may be reported on the home chapter area fringe report form. See Article 19. No lower wage rates may be used.
6. Traveling Contactors - for employers traveling outside the Jurisdiction of Local #1

(Includes the entire United States except Minnesota and North Dakota)

When Employees who regularly work in the geographical area covered by the terms of this Agreement are specifically ordered to go to a project located outside of the geographical area covered by Local Union 1 Minnesota / North Dakota, Employers shall make, on their behalf, fringe benefit payments provided for in this Agreement. When a fringe benefit plan is in existence or is hereafter established for said outside area, this Article shall be of no force and effect insofar as that plan is concerned, except that: The Employer shall make the fringe benefit payments provided for in this Agreement when Local 1 and the local union where the work is performed enter into an agreement with the Employer authorizing said fringe benefits payments. The decision whether or not to enter into such an agreement will not constitute a violation of Article 8 (Conflicting Agreements).

7. Effective May 1, 2016, in accordance with the PPA-mandated Funding Improvement Plan (FIP) adopted by the International Pension Fund (IPF) Board of Trustees in November 2010, an additional contribution to IPF in the amount of **4% of the previous year's IPF rate and an additional 6% May 1, 2017 and 6% May 1, 2018** for each hour or portion thereof for which a covered employee receives pay, which additional amount shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA). This increase in contribution shall be part of the negotiated pay rate.
8.
 - (a) An Employer shall be considered "delinquent" for a particular work month if its required report and payment to all of the Funds for that month are not postmarked on or before the 15th day of the following month (the "due date").
 - (b) If an Employer becomes delinquent, then it agrees to pay, as liquidated damages and not as a penalty, an amount equal to 10% of the base fringe benefit contribution payment amount otherwise due for such work month. It is understood and acknowledged by the parties hereto that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable.
 - (c) An employer, for the first three years of a contractual relationship with the Union, shall post a surety bond, in a form satisfactory to the Trustees, insuring their obligations to the Employee Benefit Plans provided for in this agreement. The bond shall be posted with the Plans Administrator, as provided by the Trustees. The bond amount shall be determined by the number of employees working pursuant to the terms of this agreement (Collectively Bargained Employees, or "CBE's"), as follows:
 1. Employers with 5 or less CBE's shall post a bond in the amount of \$50,000;
 2. Employers with 6 or more CBE's shall post a bond in the amount of \$100,000;

3. Employers that have posted a \$50,000 bond are required to post a \$100,000 in lieu of the \$50,000 bond, when they have had 6 or more CBE's on their payroll for two consecutive reporting periods.

At the end of a three year continuous contractual relationship with the Union, the Employer may request the Trustees of the Employee Benefit Plans referenced above to waive the requirement of a bond. The Trustees shall act through their normal delinquency committee rules and process in making this determination.

Any Employer becoming delinquent in any obligation, for more than 30 calendar days, to the Employee Benefit Plans referenced above shall immediately post a surety bond in the amounts set forth above, which must remain in force for three years.

At the time an Employer first enters into a contractual relationship with the Union, the Employer may submit a \$10,000 Cashiers Check payable to the Minnesota Bricklayers and Allied Craftworkers Fringe Benefit Funds, which shall insure the Employers obligations to for a period of seven days. On the eighth day of the contractual relationship, the bond called for above must be on file with the Plans Administrator. On filing of the bond with the Plans Administrator, the Cashiers check posted shall be returned to the Employer.

- (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, then the Employer becomes delinquent, and it agrees to pay the full amount due, plus liquidated damages in the amount of 10% of the base fringe benefit delinquency amount for the particular month. 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 with the Funds a surety bond in the amount outlined in (c) above, in addition to reporting and paying the full amount due.
- (e) The delinquent Employer also agrees 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. The funds' Board of Trustees, at their discretion, may reimburse the Union (from the Funds) for picketing and banner expense actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds.
- (f) All Employers agree to promptly furnish to the Trustees and the Union, or their authorized agents, on demand, all necessary employment and payroll records relating to its Employees and persons performing work covered by this Agreement, including any other relevant information that may be required in connection with

the administration of the Trust Funds. The Trustees or their authorized agents may examine all Employer records whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds.

If an Employer fails or refuses to furnish the above-referenced records to the Funds' Board of Trustees, then the Union or their authorized agents upon demand, or otherwise refuses to afford the Funds' Trustees or their authorized agents reasonable opportunity to examine the records in accordance with generally accepted auditing procedures, then the Trust Funds may enforce such rights by legal action. If the Trust Funds enforce their rights by legal action, then the delinquent Employer agrees to pay 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. The Union has the right to take economic action to enforce such rights on behalf of the Union and the Funds' Trustees, and the Trust Funds shall reimburse the Union for picketing and banner expenses actually incurred in enforcing such rights.

- (g) Notwithstanding the provisions of Article Ten (10) - 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 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.

ARTICLE 23

Drug Testing

An Employer may require drug and alcohol testing of Employees and applicants for employment, including random testing, if the Employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statutes. See Addendum "A" attached to this Agreement.

ARTICLE 24

Prevailing Rate

Davis-Bacon Reporting - The Employers and Union agree that they will cooperate in filing the required prevailing wage reports to the U.S. Department of Labor on a timely basis. The employers agree to aid the union in filing Minnesota State prevailing wage reports.

ARTICLE 25
FAIR CONTRACTING FOUNDATION
LABOR-MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

Effective May 1, 2013 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 of the contract shall sunset on April 30, 2019.

ARTICLE 26
PRESERVATION OF WORK (Anti-Double Breasting):

The following work Preservation of Work (Anti-Double Breasting) language provision as follows in this Article shall not apply to Chapters 1 and 8, but shall apply to Chapters 3, 4, 11 and 15.

A. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

B. All charges of violations of Section A of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article 10 of the Agreement Book. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article 10 is empowered, at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or articles of this Agreement.

C. If, as a result of violation of this Article, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with Section B above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE 27

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. The terms and provisions of this Agreement, which are not so in conflict remain in effect.

ARTICLE 28

Entire Understanding

This Agreement covers the entire understanding between the parties hereto. Anything that is not covered herein will not be of any force or effect upon any party hereto.

ARTICLE 29

Duration

- A. All terms of this Agreement shall become effective on May 1, 2016.
- B. This Agreement shall remain in full force and effect through April 30, 2019.
- C. Any party has the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before April 30, 2019. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of twelve (12) months.
- D. In the event such written notice is given and a new Agreement is not signed before the expiration 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.

SCHEDULES

SCHEDULE 1 – Classification of Wages

Section 1

Classification and Wages

Bricklayers and Allied Craftworkers Local Union 1 MN / ND - Chapter 1

Metro Area

Scope of the Agreement

This Agreement shall cover the counties of Anoka, Carver,
Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott,
Washington, Wright, and that part of Mille Lacs County south
of an east-west extension of the northern border of Isanti County,
and that part of Sherburne County encompassing the City of Elk River

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s

Effective May 1, 2016

<u>WAGES</u>	<u>HEALTH</u>	<u>HRA</u>	<u>IU & PPA</u>	<u>LOCAL</u>	<u>VAC.</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>
32.05	(8.30 + 1.10)	.25	(1.50 + .52)	7.15	2.58	1.42	.56	.30	.02	55.75

Base Rate:	\$32.05
Vacation, Dues Check Off:	<u>\$4.00</u>
Taxable Amount:	\$36.05

Foreman's pay shall be \$3.50 per hour in addition to the base wage May 1, 2016 and will increase to \$4.00 per hour provided the foreman takes 16 hours of journeyman upgrade instruction.

Total compensation to increase \$1.95 per hour on May 1, 2017, and \$1.95 per hour on May 1, 2018. These increases may be allocated to any existing fringe benefit fund or to wages.

Travel Time (Metro Only)

Bricklayers, Refractory Workers, Pointers, Caulkers and Cleaners

Marble Masons (Statewide)

- Travel and mileage reimbursement shall be suspended until there are 2.7 million work hours reported in a calendar year to the BAC fringe benefit funds. Once 2.7 million hours are reported in a calendar year the travel pay and mileage shall become effective on the following May 1.
- May 1, 2016 the parking reimbursement for the University of Minnesota Twin City Campuses and downtowns St. Paul and Minneapolis shall be reimbursed \$5.00 per day, receipts required except where honor boxes are used. The parking reimbursement shall become \$8.00 effective May 1, 2017.
- Work hours may be established as follows:
 - **FOUR TENS:** In an effort to promote job efficiency and to promote versatility in the work hours during the work week the following shall apply: The employer may schedule four (4) ten hour days, Monday through Friday to constitute the forty (40) hour week at straight time. In the event that one of the scheduled days cannot be worked due to inclement weather, the fifth non-weekend day may be used as a make-up day. The employer is to notify the union by FAX or email prior to establishing a schedule of four 10-hour days. The FAX notification shall be 612-379-8754 and the email shall be info@bac1mn-nd.org.
 - **FOUR NINE'S PLUS FOUR:** If mutually agreeable between both parties the work week may be scheduled for nine (9) hour days from Monday through Thursday starting at 6:00 a.m. - 5:30 p.m. without having to pay overtime. Friday work hours shall be 8:00 a.m. - 12 noon or 7:00 a.m. - 11:00 a.m. ALL work performed on Friday for the same employer after the scheduled four (4) hours shall be compensated for at the rate of one and one-half (1 ½) times the regular hourly rate.
 - The 4-10's/4-9's +4 shall be scheduled for a minimum of one week without being required to pay overtime.
 - The above work hour schedule may be used by all employers Statewide. It may also be used by all crafts during Federal Holiday weeks. This work schedule shall sunset on April 30, 2019.
 - Employers may, when requested by the owners of a project, on so called Green Projects or to establish LEED innovation credits, may establish a work week of 10 hour days Monday through Friday at straight time for all crafts covered by this Agreement.
- **MASONRY INDUSTRY ADVANCEMENT FUND (MIAF)** – The employer acknowledges and recognizes that the Minnesota Concrete & Masonry Contractors Association (MCMCA) represents the sentiments and contentions of the concrete and masonry industry in the State of Minnesota. In consideration of the MCMCA continuing to promote masonry goods and services, the Employer agrees to contribute every month, not later than the 15th day of the following month, \$.05 for each hour worked by all Employees covered by this Agreement. The MIAF contributions are to be paid on one check along with the other fringe benefit contributions and submitted to the fringe fund administrator. This amount is an Employer contribution and shall not be deducted from the wage and benefit increases paid to or on behalf of the Employees.

- **Sick/safe pay clause.** It is the mutual intent of the Employer and Union that the wage package described in this Agreement, including but not limited to the vacation plan contribution, shall satisfy any present or future city ordinance, and/or state or federal law or regulation that addresses paid sick time or other paid leave or time off. The Employer and the Union further agree that this paragraph is intended as an express exemption from any City of Minneapolis ordinance on earned sick time and paid time off, and an express exemption from any other city ordinance, and/or state or federal law or regulation. In the event that the employer is required to accrue or award paid sick time or other paid leave or time off under any city ordinance, and/or state or federal law or regulation, the Employer and the Union will meet and confer over such effects with the goal of reaching a mutually agreeable solution that is in the spirit of this paragraph.

Parking – See Schedule 8

Swing stage scaffold. There will be no premium pay for swing stage scaffold work.

Section 2
 Classifications and Wages
 Chapter 4
Central Minnesota Area

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s
 Effective May 1, 2016

Scope of the Agreement

This Agreement shall cover the counties of Benton, Sherburne (Not Including the City of Elk River), Stearns, Meeker, Kandiyohi, Crow Wing, Morrison, Mille Lacs and the Western half of Aitkin county.

WAGES	HEALTH \$BANK – RPP	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	DUES	IMI	APPR	FCF	TOTAL
29.32	(7.55 + 1.10)	1.00	(1.50 + .52)	7.15	2.50	1.36	.53	.30	.02	52.85

Base Rate:	\$29.32
Vacation, Dues Check Off:	<u>\$3.86</u>
Taxable Amount:	\$33.18

Total compensation to increase \$1.95 on 5-1-2017 and \$1.95 on 5-1-2018. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to the wages of employees.

Foreman's pay shall be \$3.20 per hour in addition to the base wage May 1, 2013 and will increase to \$3.70 per hour provided the foreman takes 16 hours of journeyman upgrade instruction.

Cement Masons and Plasterers
 Effective May 1, 2016

Scope of the Agreement

This Agreement shall cover the counties of Benton, Sherburne (Not Including the City of Elk River), Stearns, Meeker, Kandiyohi, Crow Wing, Morrison, Mille Lacs and the Western half of Aitkin county.

WAGES	HEALTH \$BANK – RPP	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	IMI	DUES	FCF	TOTAL
28.95	(7.55 + 1.10)	1.00	(1.50 + .52)	7.15	2.50	.52	1.34	.02	52.15

Base Rate:	\$28.95
Vacation, Dues Check Off:	<u>\$3.84</u>
Taxable Amount:	\$32.79

Total compensation to increase \$1.95 on 5-1-2017 and \$1.95 on 5-1-2018. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to the wages of employees.

Foreman's pay shall be \$3.20 per hour in addition to the base wage May 1, 2013 and will increase to \$3.70 per hour provided the foreman takes 16 hours of journeyman upgrade instruction.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Section 3
 Classifications and Wages
 Chapter 11

Mankato Area

Scope of the Agreement

This Agreement shall cover the counties of Sibley, Nicollet, Blue Earth, McLeod and Le Sueur.

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s
 Effective May 1, 2016

WAGES	HEALTH \$BANK - RPP	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	DUES	IMI	APPR	FCF	TOTAL
29.54	(7.65 + 1.10)	.25	(1.50 + .52)	7.15	2.50	1.34	.52	.30	.02	52.39

Base Rate: \$29.54
 Vacation, Dues Check Off: \$3.84
 Taxable Amount: \$33.38

Total compensation to increase \$1.95 on 5-1-2017 and \$1.95 on 5-1-2018. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to the wages of employees.

Foreman's pay shall be \$4.00 per hour in addition to the base wage May 1, 2016.

- Work hours may be established as follows:
 - FOUR TENS: In an effort to promote job efficiency and to promote versatility in the work hours during the work week the following shall apply: The employer may schedule four (4) ten hour days, Monday through Friday to constitute the forty (40) hour week at straight time. In the event that one of the scheduled days cannot be worked due to inclement weather, the fifth non-weekend day may be used as a make-up day. The employer is to notify the union by FAX or email prior to establishing a schedule of four 10-hour days. The FAX notification shall be 612-379-8754 and the email shall be info@bac1mn-nd.org.
 - FOUR NINE'S PLUS FOUR: If mutually agreeable between both parties the work week may be scheduled for nine (9) hour days from Monday through Thursday starting at 6:00 a.m. - 5:30 p.m. without having to pay overtime. Friday work hours shall be 8:00 a.m. - 12 noon or 7:00 a.m. - 11:00 a.m. ALL work performed on Friday for the same employer after the scheduled four (4) hours shall be compensated for at the rate of one and one-half (1 ½) times the regular hourly rate.
 - The 4-10's/4-9's +4 shall be scheduled for a minimum of one week without being required to pay overtime.
 - The above work hour schedule may be used by all employers Statewide. It may also be used by all crafts during Federal Holiday weeks. This work schedule shall sunset on April 30, 2019.
- Employers may, when requested by the owners of a project, on so called Green Projects or to establish LEED innovation credits, may establish a work week of 10 hour days Monday through Friday at straight time for all crafts covered by this Agreement.

Section 4
 Classification and Wages
 Chapter 11
Springfield – New Ulm Area

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s

Effective May1, 2016

Scope of the Agreement

This Agreement shall cover the counties of Big Stone, Lac Qui Parle, Yellow Medicine, Lincoln, Lyon, Renville, Redwood, Brown, Pipestone, Rock, Nobles, Murray, Cottonwood, Jackson, Watonwan and Martin.

<u>WAGES</u>	<u>HEALTH</u> <u>\$BANK - RPP</u>	<u>HRA</u>	<u>IU & PPA</u> <u>PENSION</u>	<u>LOCAL</u> <u>PENSION</u>	<u>VAC.</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>
24.38	(7.30 + 1.10)	.25	(1.00 + .35)	7.15	1.00	.88	.44	.03	.02	43.90

Base Rate: \$24.38
 Vacation, Dues Check Off: \$1.88
 Taxable Amount: \$26.26

Foreman shall receive an additional \$3.00 above Journeyman scale.

Cement Masons

Effective May 1, 2016

Applies to both Commercial Building and Highway/Heavy work.

Scope of the Agreement

This Agreement shall cover the counties of Big Stone, Lac Qui Parle, Yellow Medicine, Lincoln, Lyon, Renville, Redwood, Brown, Pipestone, Murray, Cottonwood, and Watonwan.

<u>WAGES</u>	<u>IU (& PPA)</u> <u>PENSION</u>	<u>LOCAL</u> <u>ANNUITY</u>	<u>VACATION</u>	<u>DUES</u>	<u>IMI</u>	<u>FCF</u>	<u>TOTAL</u>
29.43	(1.75 + .60)	2.00	1.00	.72	.36	.02	35.88

Base Rate: \$29.43
 Vacation, Dues Check Off: 1.72
 Taxable Amount: \$31.15

Foreman shall receive an additional \$1.20 above scale.

Leadman shall receive an additional \$.90 above scale.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Total compensation to increase \$1.15 on 5-1-2017 and \$1.25 on 5-1-2018 for both the Bricklayers and the Cement Masons in the Springfield – New Ulm area. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to the wages of employees.

Section 5
 Classification and Wages
 Chapter 3
Duluth Area

Bricklayers, Blocklayers and P.C.C.'s
 Effective May 1, 2016

Scope of the Agreement

This agreement shall cover all of the part of St. Louis County, south of a line between townships 54 and 55 (two miles north of Cotton), also the eastern half of Aitkin County on a line with the northeast boundary line of Mille Lacs County, also Carlton, Lake, Cook, Pine and Kanabec.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

<u>WAGES</u>	<u>HEALTH \$BANK – RPP</u>	<u>HRA</u>	<u>IU & PPA PENSION</u>	<u>LOCAL PENSION</u>	<u>DULUTH ANNUITY</u>	<u>DULUTH VACATION</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>
29.64	(6.96 + 1.10)	.88	(1.50 + .52)	7.15	3.85	2.00	1.27	.56	.30	.02	55.75

Base Rate: \$29.64
 Vacation, Dues Check Off: \$3.27
 Taxable Amount: \$32.91

Effective May 1, 2016 Foreman shall receive an additional \$3.50 above the scale. The Foreman pay shall increase on May 1, 2017 to \$3.75 and on May 1, 2018 to \$4.00.

The refractory base wage rate shall be \$31.14 per hour with the above stated fringe benefits beginning May 1, 2016. Refractory wage rates for May 1, 2017 and May 1, 2018 will be determined at a later date.

Vacation Pay shall be pyramided in all overtime pay. Saturday and Sunday wage compensation shall be paid at the rate of double time.

Total compensation to increase \$1.95 per hour on May 1, 2017, and \$1.95 per hour on May 1, 2018. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to wages of employees, per the Union.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

The 4-10's/4-9's + 4 shall be scheduled for a minimum of one week without being required to pay overtime and shall not apply to any and all industrial work.

If any greater compensation is paid for overtime on hours and shifts to any other craft employed by the same employer as BAC employees while performing refractory work, the same shall be compensated to the BAC employees by that employer.

Section 6
 Classification and Wages
 Chapter 3
Hibbing-Virginia (Iron Range) Area
Bricklayers, Blocklayers and P.C.C.'s – Effective May 1, 2016

Scope of the Agreement

This agreement shall cover all of the part of St. Louis County, north of a line between townships 54 and 55 (two miles north of Cotton), and all of Itasca County.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

<u>WAGES</u>	<u>HEALTH</u>	<u>IU & PPA</u>	<u>LOCAL</u>	<u>DULUTH</u>	<u>DULUTH</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>	
28.22	(8.18 + 1.10)	.40	(1.50 + .52)	7.15	3.55	2.88	1.37	.56	.30	.02	55.75

Base Rate:	\$28.22
Vacation, Dues Check Off:	<u>\$4.25</u>
Taxable Amount:	\$32.47

Effective May 1, 2016 Foreman shall receive an additional \$3.50 above the scale. The Foreman pay shall increase on May 1, 2017 to \$3.75 and on May 1, 2018 to \$4.00.

The refractory base wage rate shall be \$29.72 per hour with the above stated fringe benefits beginning May 1, 2016. Refractory wage rates for May 1, 2017 and May 1, 2018 will be determined at a later date.

Total compensation to increase \$1.95 per hour on May 1, 2017, and \$1.95 per hour on May 1, 2018. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to wages of employees, per the Union.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

The 4-10's/4-9's + 4 shall be scheduled for a minimum of one week without being required to pay overtime and shall not apply to any and all industrial work.

If any greater compensation is paid for overtime on hours and shifts to any other craft employed by the same employer as BAC employees while performing refractory work, the same shall be compensated to the BAC employees by that employer.

Section 7
 Classification and Wages
 Chapter 15
Northwest Minnesota Area

Scope of the Agreement

This Agreement shall cover the counties of Hubbard, Becker, Ottertail, Clay, Cass, Wadena, Clearwater, Beltrami, Koochiching, Lake of the Woods, Norman, Mahnommen, Polk, Pennington, Marshall, Kittson, Red Lake, Roseau, Todd, Douglas, Grant, Wilkin, Traverse, Pope, Stevens, Chippewa and Swift.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

BRICKLAYERS

<u>WAGES</u>	<u>HEALTH</u>	<u>IU &PPA</u>	<u>LOCAL</u>	<u>VAC.</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>	
<u>\$BANK – RPP</u>	<u>HRA</u>	<u>PENSION</u>	<u>PENSION</u>							
28.37	(8.48 + 1.10)	1.00	(1.50 + .52)	7.15	1.50	1.34	.52	.20	.02	51.70

Base Rate: \$28.37
 Vacation, Dues Check Off: \$2.84
 Taxable Amount: \$31.21

FOREMAN’S RATE - Foreman shall receive an additional 10% per hour above the taxable rate - \$3.12.

CEMENT MASONS

<u>WAGES</u>	<u>HEALTH</u>	<u>IU &PPA</u>	<u>LOCAL</u>	<u>VAC.</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>	
<u>\$BANK – RPP</u>	<u>HRA</u>	<u>PENSION</u>	<u>PENSION</u>							
26.95	(8.51 + 1.10)	1.00	(1.50 + .52)	7.15	1.50	1.30	.50	.20	.02	50.25

Base Rate: \$26.95
 Vacation, Dues Check Off: \$2.80
 Taxable Amount: \$29.75

FOREMAN - Cement Mason Foreman shall receive an additional \$.50 per hour above the scale.

Total compensation for both Bricklayers and Cement Masons to increase \$1.95 per hour on May 1, 2017, and \$1.95 per hour on May 1, 2018. These increases may be allocated to any of the already established fringe benefit funds or may be allocated to wages of employees, per the Union.

FOUR TENS & FOUR NINE’S PLUS FOUR: The established working hours will be amended to allow 4 – 10’s or 4 – 9’s plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Section 8
 Classification and Wages
 Chapter 8
Faribault Area

Bricklayers, Blocklayers and P.C.C.'s

Bricklayers and Allied Craftworkers Local No. 1 (Chapter 8, Rochester)
 Faribault Area (Former Local #10)

Scope of the Agreement Faribault Area (Former Local #10)

This Agreement shall cover all of Rice County, North part of Steel County at a line running due East and West of the town of Pratt. The Western part of Goodhue County at a line running due North and South of the East city limits of Wanamingo.

The total wage rate effective May 1, 2016 for members of the Bricklayers and Allied Craftworkers will be as follows:

<u>WAGES</u>	<u>HEALTH</u>	<u>HRA</u>	<u>IU & PPA</u>	<u>LOCAL</u>	<u>VAC.</u>	<u>DUES</u>	<u>IMI</u>	<u>APPR</u>	<u>FCF</u>	<u>TOTAL</u>
32.05	(8.30 + 1.10)	.25	(1.50 + .52)	7.15	2.58	1.42	.56	.30	.02	55.75

Base Rate: \$32.05
 Vacation, Dues Check Off: \$4.00
 Taxable Amount: \$36.05

Foreman's pay shall be \$3.50 per hour in addition to the base wage May 1, 2016 and will increase to \$4.00 per hour provided the foreman takes 16 hours of journeyman upgrade instruction.

Total compensation to increase \$1.95 per hour on May 1, 2017, and \$1.95 per hour on May 1, 2018. These increases may be allocated to any existing fringe benefit fund or to wages.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Section 10
 Classification and Wages
 Chapter 8
Albert Lea Area

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s
 Effective May 1, 2016
Scope of the Agreement

BRICKLAYERS JURISDICTION:

This Agreement shall cover the Counties of Waseca, Faribault, and the western part of Freeborn from a line running North and South from Geneva to Gordonsville. It shall also include the Southern part of Steel County South of a line running due East and West of the town of Pratt.

Cement Masons
 Effective May 1, 2016
Scope of the Agreement

CEMENT MASONS JURISDICTION:

This Agreement shall cover all of Faribault and the Western part of Freeborn County West of a line running North and South from Geneva to Gordonsville.

WAGES	HEALTH \$BANK – RPP	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	DUES	IMI	APPR	FCF	TOTAL
32.33	(7.15 + 1.10)	0	(1.60 + .55)	7.15	1.00	1.36	.53	.30	.02	53.09

Base Rate: \$32.33
 Vacation, Dues Check Off: \$2.36
 Taxable Amount: \$34.69

Foreman shall receive an additional \$3.50 above scale on May 1, 2016. The Foreman pay shall increase to \$4.00 above the scale on May 1, 2017.

Total compensation to increase \$2.50 per hour on May 1, 2017 and \$2.61 per hour on May 1, 2018. These increases may be allocated to any existing fringe benefit fund or to wages.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Section 11
 Classification and Wages
 Chapter #8
Winona Area

Scope of the Agreement

This Agreement shall cover the counties of Winona and Houston.

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s
 Effective May 1, 2016

WAGES	HEALTH	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	DUES	IMI	APP	FCF	CPI	TOTAL
33.62	(7.15 + 1.10)	0	(1.60 + .55)	7.15	1.00	1.40	.55	.30	.02	.10	54.54

Base Rate: \$33.62
 Vacation, Dues Check Off: \$2.40
 Taxable Amount: \$36.02

Foreman shall receive an additional \$3.50 above scale on May 1, 2016. The Foreman pay shall increase to \$4.00 above the scale on May 1, 2017.

Total compensation to increase \$2.50 per hour on May 1, 2017 and \$2.61 per hour on May 1, 2018. These increases may be allocated to any existing fringe benefit fund or to wages.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Section 12
 Classification and Wages
 Chapter 8
Rochester Area

Pay for an eight (8) hour day and forty (40) hour week shall be at the following rates:

Bricklayers, Blocklayers and P.C.C.'s
 Effective May 1, 2016

Scope of the Agreement

BRICKLAYERS JURISDICTION: This Agreement shall cover the counties of Olmsted and Dodge Counties and the cities of Plainview and Elgin and that part of Wabasha County South of a line running East and West on Highway 247; Mower and Fillmore Counties and that part of Freeborn County East of a line running North and South from Geneva to Gordonsville.

WAGES	HEALTH \$BANK - RPP	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	DUES	IMI	APP	FCF	CPI	TOTAL
33.62	(7.15 + 1.10)	0	(1.60 + .55)	7.15	1.00	1.40	.55	.30	.02	.10	54.54

Base Rate: \$33.62
 Vacation, Dues Check Off: \$2.40
 Taxable Amount: \$36.02

Cement Masons – Austin Area
 Effective May 1, 2016

Scope of the Agreement

CEMENT MASONS JURISDICTION: This Agreement shall cover the counties of Mower County and the Eastern part of Freeborn County East of a line running North and South from Geneva to Gordonsville.

WAGES	HEALTH \$BANK - RPP	HRA	IU & PPA PENSION	LOCAL PENSION	VAC.	DUES	IMI	APP	FCF	CPI	TOTAL
33.00	(7.15 + 1.10)	0	(1.60 + .55)	7.15	1.00	1.38	.54	.30	.02	.10	53.89

Base Rate: \$33.00
 Vacation, Dues Check Off: \$2.38
 Taxable Amount: \$35.38

Rochester Bricklayers and Austin Cement Mason Foreman shall receive an additional \$3.50 above scale on May 1, 2016. The Foreman pay shall increase to \$4.00 above the scale on May 1, 2017.

Total compensation to increase \$2.50 per hour on May 1, 2017 and \$2.61 per hour on May 1, 2018. These increases may be allocated to any existing fringe benefit fund or to wages.

FOUR TENS & FOUR NINE'S PLUS FOUR: The established working hours will be amended to allow 4 – 10's or 4 – 9's plus four. Refer to the five bullet points under work hours for the Mankato Area Section 3 for contract language.

Section 13
Classifications and Wages

MARBLE MASONS

Scope of the Agreement

This Agreement shall cover the entire State of Minnesota.

It is mutually agreed that the provisions of this Agreement pertain to the erection, installation or alteration and all cutting and carving in connection with the setting of all interior marble and granite-slate-(including slate blackboards)- stone-green stonealberene- structural glass-sanionyx and similar opaque glass-scagliola and marble-lithis-colorlith, and all artificial or imitation or cast material, of whatever thickness or dimension whether imported or domestic, and customarily used inside a building for sanitary or decorative purposes (including precast terrazzo and cement) wherever required; including all polished honed or sawed finish material specified whether for walls or floors, as well as all accessories in connection with such work, in any public or private building anywhere within the territory governed by this Agreement and the marble masons trade jurisdiction of the Bricklayers and Allied Craftworkers International Union Constitution. This also includes the erection or setting of all the above outlined material in connection with exterior facing or flooring and curtain walls in veneer thickness up to and including 1 1/2" in thickness. This Agreement specifically omits jurisdiction over exterior work in what is known as cubic stock, which is reserved to the stone mason.

The wages and fringes for the Marble Masons will be the same as the Metro Area Bricklayers. All rates and other information are located in Section 1 of this Schedule. All benefits can be submitted to Zenith Administrators or its successor on the same fringe benefit form as the Metro Area Bricklayers.

NOTES: SCHEDULE 1

NOTE 1: All money collected as provided herein shall be remitted to the office of the fringe benefit fund administrator not later than the fifteenth (15th) day of the month following the month in which the work was performed.

NOTE 2: Fringe Benefits and Wage deductions may be each adjusted May 1.

NOTE 3: When an apprentice-training program is established all Employers will be notified at least thirty days in advance and funding will be deducted from wages scheduled above.

NOTE 4: Defined Contribution Plan - The employers have agreed to set up a sub-committee to discuss a Defined Contribution Plan. The committee will be equal numbers of management and labor. There will be no more than three representatives from each. The Plan will be subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the hourly contributions to Zenith Administrators or its successor at such time, and in such form and manner as required pursuant to the Plan and Declaration and requirements of law. (Contribution rates to be determined in each of the above schedules in Section 1).

NOTE 5: (a) All Areas Except Duluth and Virginia-Hibbing

When there are three or more Employees employed, then the Employer agrees to designate one as Foreman.

(b) Duluth and Virginia-Hibbing Area

Where four (4) or more journeymen are employed on a job one of them shall be a Foreman.

NOTE 6: The wage rate for Apprentices shall be determined by the Minnesota Bricklayers and Allied Craftworkers Apprenticeship Fund's Board of Trustees, who shall govern all Apprentices.

APPRENTICE RATIO REQUIREMENT: On a monthly basis, an Employer is required to:

1. employ at least one (1) Apprentice Employee in the bricklayer or PCC craft for each ten (10) bricklayer or PCC Employees; and
2. have at least 10% of the total hours of Covered Employment paid on behalf of Apprentice Employees (bricklayer or PCC).
 - Failure to satisfy these two conditions will cause the Employer to be fined \$500.00 the first month and \$1,000.00 per month thereafter for each required Apprentice bricklayer or PCC Employee; i.e. if an Employer has one (1) Apprentice bricklayer or PCC Employee out of thirty (30) total bricklayer or PCC Employees, then the Employer is subject to a \$2,000.00 fine, because the one (1) Apprentice bricklayer or PCC Employee satisfies only the first ten (10) total bricklayer or PCC Employees, and there must be two (2) additional Apprentice bricklayer or PCC Employees to satisfy the requirement. $\$1,000.00 \times 2 = \$2,000.00$.
 - The Employer's Apprentice bricklayer and PCC Employees must be registered and current with the guidelines and requirements in their Apprenticeship Agreements with the Minnesota and North Dakota Bricklayers and Allied Craftworkers Journeyman and Apprentice Training Trust Fund ("Training Fund") and regulated by the State of Minnesota, Department of Labor & Industry. The Training Fund, through its Board of Trustees, has the discretionary authority to enforce this provision by demanding payment from the Employer of the fines and commencing a lawsuit, and the Employer

agrees to pay the reasonable costs associated with enforcing this provision, including court costs, audit fees, and attorney fees. The Training Fund shall adopt enforcement guidelines.

- The apprenticeship pay rates shall be redefined starting May 1, 2016 as follows: 0-1,999 hours the apprentice shall receive 65% or the journeyman base wage plus full fringe benefits; 2,000-3,999 hours the apprentice shall receive 75% or the journeyman base wage plus full fringe benefits; 4,000-5,999 hours the apprentice shall receive 85% or the journeyman base wage plus full fringe benefits; and at 6,000 hours they shall receive full wages and benefits.

NOTE 7: Regular working hours are between 6:00 a.m. and 5:30 p.m., except as mutually agreed between the Employer and the Union. The hours may be adjusted up to one hour earlier where job efficiency is conditioned by unpreventable circumstances. All work over eight (8) hours is one and one-half (1 1/2) times hourly rate of pay, except when FOUR TENS or FOUR NINE'S PLUS FOUR are established

Work performed on Saturday is one and one-half (1 1/2) times the hourly rate of pay, (except for the Duluth Area which shall be two (2) times the hourly rate of pay), Sunday and the following holidays shall be compensated for at the rate of two (2) times the regular hourly rate: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If Monday or Friday is designated and celebrated as one of the above listed legal holidays according to the regulations of the Federal government, then they shall be observed as such. Where shifts are employed there shall be eight (8) hours straight time pay for seven and one-half (7 1/2) hours of work on the second shift and eight (8) hours straight time pay for seven (7) hours on the third shift.

In order to work a second and third shift without being required to pay overtime, the additional shifts must be scheduled for a minimum of three (3) consecutive working days.

NOTE 8: All "Hot Work" (work which requires heat protection clothing or fire in furnace) shall be paid at the rate of double time.

NOTE 9: An Employee shall be at his working station at starting time and return to the main exit or ground floor at quitting time.

NOTE 10: The parties, in conjunction with the trustees of the Minnesota and North Dakota Bricklayers and Allied Craftworkers Health Plan, will meet to confer in the event of Affordable Care Act (ACA) penalties or health insurance exchange options. (Chapter#3 Only) - If the health plan changes in such a way that contributions can be lowered, then the savings will go into a tax free fund resulting in a net zero taxable wage increase. This provision shall only apply only to monies under the current contribution rate.

SCHEDULE 2

Travel Time

Employees sent from one job to another during working hours shall be paid for their travel time. Lunch period is not to be used for travel.

SCHEDULE 3
Breaks and Lunch

An Employee shall be entitled to a break in the morning and afternoon, which shall not exceed ten (10) minutes from the time the Employee stops work until work resumes. The breaks shall be restricted to close proximity to the Employee's place of work on the job site, and they shall not hinder the progress of work. Employees will be allowed to apply their 10-minute afternoon break at the end of the shift at the discretion of the employer. Thirty (30) minutes is allotted for an unpaid lunch break and all employees are **required** to take that **full** break during the work day. This applies to all areas and chapters.

SCHEDULE 4
Employment Practice

The Employer agrees to attempt to employ a fair proportion of Employees from the area where which the job is located. Consideration will be given to the employment of one (1) Employee over fifty (50) years of age out of every five new Employees added to the Employer's payroll.

Employers shall employ 1 apprentice for every 10 journeyman. (This applies to Chapter's #1, #3, #4, #6, #8 and #11)

SCHEDULE 5
Tools

The Employer shall provide facilities for storage of tools. While tools are in storage, the Employer shall indemnify Employees for tool losses exceeding \$25.00 caused by fire, wind, burglary, and forcible entry. If the losses exceed \$25.00, then the Employer shall reimburse the Employee the amount of the loss exceeding up to a maximum of \$300.00.

SCHEDULE 6
No Discrimination

There shall be no discrimination against any Employee because of affiliation or non-affiliation with the Union, race, color, creed, sex, political or religious beliefs. Both labor and Management agree that recruitment of women and minorities into the industry benefits all parties, contributing to a productive, balanced and diverse workforce. To this end, the parties agree to cooperate to achieve a diverse workforce.

SCHEDULE 7

Call in Pay

When an Employee is called to work, and if not put to work than he shall receive two (2) hours pay. If he is called to work, commences work, then he shall be guaranteed a minimum of four (4) hours' pay. These provisions, however, are not to be effective when work is unable to proceed because (1) railroads, supplies, or common carriers fail to make deliveries as scheduled; (2) the Engineer/Architect refuses to permit work; or (3) any other conditions beyond the control of the Employer, including weather conditions. In order to receive above pay, the Employee must remain on jobsite.

SCHEDULE 8

Lunch Facilities, Water, Toilet and Parking

The Employer shall provide the Employees with a clean place to eat lunch. It shall be heated in cold weather.

The Employer shall provide sanitary drinking water and toilets.

Parking Reimbursement:

- Metro Area: May 1, 2016 the parking reimbursement for the University of Minnesota Twin City Campuses and downtowns St. Paul and Minneapolis shall be reimbursed \$5.00 per day, receipts required except where honor boxes are used. The parking reimbursement shall become \$8.00 effective May 1, 2017.
- No parking shall be reimbursed in the following areas: Chapter #8 – Southeast, Minnesota, Chapter 4 – Central, Minnesota, Chapter 15 – Northwest, Minnesota and Chapter 3 – Northeast, Minnesota.
- Mankato Area: \$7.00 p/day from May 1, 2016 to April 30, 2019. Receipt required. Employer has the option of providing free parking or shuttle.

SCHEDULE 9

Stewards

The shop Steward shall not be discharged for performing the normal duties of a shop Steward in a reasonable manner, and the Employer shall recognize the right of the Union to designate (from among the Employee's on the job) and authorize the shop Steward to see that the employer remains in compliance with all provisions of this Agreement. If a question arises as to the discharge of a shop Steward, then a hearing with the Union or its representative shall be arranged and held before any such discharge shall become effective, provided that said hearing shall be conducted within 24 hours of notice of layoff or discharge.

SCHEDULE 10
Work Limitations

The Employers and the Union recognizing the necessity of eliminating restriction and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work. No limitation shall be placed on the amount of work which an Employee shall perform during the workday, nor shall there be any task or piecework. So-called Area Practices, which are not a part of this collective bargaining agreement, should not be recognized and they should not be enforced. There shall be no limit on production or workmen, nor shall the Employers 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 sees fit without interference of any kind.

SCHEDULE 11
Overweight Blocks

It is agreed that in the interest of promoting quality work, concrete blocks over 13" in width (outside measurement) and 60# in weight shall be laid using two BAC members. It is not the intent of this provision that two BAC members should be used on all concrete masonry units.

SCHEDULE 12
Chop Saws and Cut Off Saws

- A. Chop saws or cut off saws shall be limited to no less than 25 feet from any other workers unless an OSHA approved dust collection device is attached to the saw. (This applies to Chapter's #1, #4, #8 and #15)
- B. The employer and employee agree to use dry cutting saws in a safe manner, downwind from exposed persons and with proper air movement. Persons operating the saw and others in close proximity where exposure is possible are required to wear appropriate personal protective equipment required by law. (This applies to Chapter #3 and #6)

SCHEDULE 13
BAC CODE of CONDUCT

The parties affirm the principles expressed in the BAC Code of Conduct attached hereto as Addendum B. A claim of violation of the Code of Conduct shall not, of itself, be an independent ground for discipline or be subject to or suitable for grievance and arbitration under this Agreement.

ADDENDUM “A”

LABOR USER CONTRACTOR COMMITTEE JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. POLICY STATEMENT

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs.

The signatory employers and the signatory unions seek to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all of its employees.

II. DEFINITIONS

- **Company Premises-**
The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks, and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- **Prohibited Items and Substances-**
Prohibited substances include illegal drugs (including controlled substances, look a like drugs, and designer drugs) alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- **Employee-**
Individuals who perform work for the signatory employers, but are not limited to, management, supervision, engineering, craftworkers, and clerical personnel.
- **Accident-**
Any event resulting in injury to a person or property to which an employee, or contractor / contractor’s employee, contributed as a direct or indirect cause.
- **Incident-**
An event which has all the attributes of an accident, except that no harm was caused to person or property.
- **Reasonable Suspicion-**
A belief based on specific facts and rational inferences drawn from these facts sufficient to lead someone to suspect that the person is using drugs or alcohol. Such facts shall include excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. CONFIDENTIALITY

- All parties to this policy and program have only the interests of employees in mind, therefore encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If an employee volunteers for help, the company will make reasonable efforts to return the employee to work upon recovery. The company will also take action to assure that the employee's illness is handled in a confidential manner.
- All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know", pursuant to Minnesota Statute Section 181.954.
- When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The door must witness this procedure.
- Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures, as well as other reliable and fair safeguards as required by Minnesota Statute Section 181.954.

IV. RULES, DISCIPLINARY ACTIONS, GRIEVANCE PROCEDURES

- a. Rules. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - Use, possess, dispense or receive prohibited substances on Company premises;
 - or
 - Report to work with any measurable amount of prohibited substances in their system as indicated by these undertaken pursuant to this policy.
- b. Discipline. When the company has reasonable suspicion to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
 - Applicants testing positive for prohibited substance use will not be hired.
 - Employees who have not voluntarily come forward, and who test positive for a prohibited substance use, will be offered an opportunity to participate in an EAP program, if available, or a counseling / rehabilitation program. However, if the employee refuses to participate in a treatment program or fails to complete the program, the employee will be terminated.

- Employees who refuse to cooperate with testing procedures will be terminated.
 - Employees found in possession of drugs, drug paraphernalia, or alcohol will be terminated.
 - Employees found selling or distributing prohibited items or substances will be terminated.
- c. Prescription Drugs. Employees using prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with his/her physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate the employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, the employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.
- d. Grievance. All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

V. DRUG AND ALCOHOL TESTING-

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment pursuant to Minnesota Statute Section 181.951, Subdivision 2. "If pre-employment testing is conducted, all applicants must be tested."
- b. A test may be administered in the event a supervisor has a reasonable suspicion to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this prohibited substance policy. During the process of establishing reasonable suspicion for testing, the employee has the right to request his on-site representative to be present.
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury.
- d. Testing may be required as a part of a follow up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.
- e. Employees may also be tested on a voluntary basis.

Each employee and applicant will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. An employee or applicant has the right to refuse to sign a consent

form authorizing the test, but ongoing employment by the company will be terminated.

Prohibited substance testing will be conducted by an independent laboratory licensed by the Commissioner of the Department of Health, according to the standards established by the Drug and Alcohol Testing In The Work Place Statute and related rules. The applicable threshold detection levels will be those that are established by the Commissioner of Health, pursuant to Minnesota Statute Section 181.953.

If an initial test is positive, a confirmatory test using gas chromatography / mass spectrometry methods will be given. If the confirmatory test is positive, the laboratory will then conduct a confirmatory retest by the gas chromatography / mass spectrometry methodology within three (3) working days. Also, within three (3) working days of a positive test result, the employee or applicant may submit to the employer any information to explain the positive test results.

THE COMPANY WILL BEAR THE COSTS OF ALL TESTING PROCEDURES

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

If an employee tests positive for substance abuse, the company will assist in locating a suitable employee assistance program for referral to treatment, and the employee welfare fund administrator will counsel the employee regarding medical benefits available under the health and welfare / insurance program.

If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

VII. REGULATORY OR CUSTOMER PROGRAM

The provisions and protection contained in this policy may be superseded when a contractor is engaged in a project which requires employees and applicants to be subject to drug and alcohol testing pursuant to:

- Federal regulations or requirements;
- State Agency rules; or
- Owner requested policy as a pre-qualification for the contractor to be awarded the job. The policy and testing (if required) will be implemented and completed according to the policy of the government agency or owner.

**LABOR USER CONTRACTOR COMMITTEE
JOINT LABOR-MANAGEMENT
UNIFORM DRUG/ALCOHOL PROGRAM**

QUESTIONS AND ANSWERS

QUESTION: **Who is covered and tested?**

ANSWER: Anyone performing work for the company will be covered including managers, supervisors, Craftworkers and engineering and clerical personnel.

QUESTION: **What type of testing is permitted?**

ANSWER: The following testing is addressed in the Labor User Contractor (LUC) Uniform Drug/Alcohol Programs:

- Pre-employment
- Reasonable suspicion basis
- Workplace accident/incident
- Follow-up to counseling or rehabilitation
- Voluntary basis

QUESTION: **What is the basis for “Reasonable Cause” testing?**

ANSWER: The basis for Reasonable Cause in the LUC Program mirrors the definition contained in the Minnesota Drug and Alcohol Testing Act:

Reasonable Suspicion-

A belief based on specific facts and rational inferences drawn from these facts sufficient to lead someone to suspect that the person is using drugs or alcohol. Such facts shall include excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

Additionally, workplace accidents and/or injuries are considered to be events permitting suspicion testing under the Minnesota Drug and Alcohol Testing Act and are also grounds for testing under the LUC Program.

QUESTION: **Are both drugs and alcohol use tested?**

ANSWER: Under the LUC Program both drugs and alcohol use is tested.

QUESTION: **What arrangements are made for collection?**

ANSWER: The LUC Program emphasizes that actions under the program will be handled in a confidential manner, and any results should be disclosed only to those with a “need to know”. When a test is required the specimen will be identified by a code number. Each specimen should be properly labeled and made tamper proof. The donor must witness this procedure.

- QUESTION:** Does an employee have the right to refuse to test?
- ANSWER:** Yes. However, the employee will be subject to discipline, including discharge.
- QUESTION:** What occurs if an employee tests positive?
- ANSWER:** The employee is offered an opportunity to participate in an Employee Assistance Program (EAP) for referral to a counseling/rehabilitation treatment program.
- QUESTION:** Does the Substance Abuse Program incorporate an Employee Assistance Program?
- ANSWER:** The LUC Program states that employees who test positive will be offered an opportunity to participate in an EAP Program, if available. An EAP Program should then be able to assess the extent of the problem and refer the employee to the appropriate treatment.
- QUESTION:** What threshold levels will be used by testing laboratory?
- ANSWER:** The threshold levels used for testing are specified in the regulations. See Minnesota Rule Section 4740.1075 and .1080.
- QUESTION:** What is done in regards to back pay if any employee is forced out of work waiting for test results?
- ANSWER:** When the company has reasonable suspicion to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until the test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay.
- QUESTION:** Who bears the cost of the testing program or the treatment program?
- ANSWER:** The employer bears the costs of all testing procedures
- QUESTION:** What types of appeals process are available to the employee?
- ANSWER:** All aspects of the program are subject to the grievance procedure of the applicable collective bargaining agreement.

Addendum “B”
BAC Code of Conduct:
A Commitment to Quality, Dependability, and Value

The International Union of Bricklayers and Allied Craftworkers 2005 Convention passed a resolution endorsing the following BAC Code of Conduct:

As a member of the International Union of Bricklayers and Allied Craftworkers, I will uphold the code of conduct embedded in our Union’s name – IUBAC:

I will come to work on time prepared to give my employer a fair day’s work for a fair wage, and to work to the highest standards.

*Be **U**nion through and through – loyal to, and respectful of, my brothers and sisters in the trade and the labor movement.*

*Work **B**etter because I have received the finest, most comprehensive masonry-trowel trades training in North America.*

*Willingly **A**cept responsibility for the quality of my work and behavior on the job.*

*And always be **C**ommitted to growing the unionized masonry-trowel trades industry for current and future generations.*

The BAC Code of Conduct recognizes that our Union is composed of individuals who represent the best in the masonry-trowel trades industry, as well as in the labor movement. This Code represents a commitment by our Union, members, and signatory contractors to produce work of the highest quality, to be the most productive, to advance our Union’s causes, and to promote the unionized masonry-trowel trades industry.

For BAC members, the Code is a commitment to look out for their fellow members, and to work to the highest standard. It is an acknowledgement that as professional craftworkers they take pride in their work, and that doing less than their best work could jeopardize the work or safety of others on the job.

For BAC signatory contractors, the Code recognizes their responsibility to provide a work environment for craftworkers conducive to producing the highest quality work, productively, by delivering the proper materials and tools on schedule, and by ensuring a safe work environment. Equally as important is their recognition that these craftworkers – BAC members – deserve to be treated with the respect their skills merit.

For BAC officers and leaders, the Code represents an obligation to make sure promises on both sides are kept. This is done by providing members with the best training, by committing to supplying signatory contractors with a quality workforce made up of individuals who understand the important role they play in making sure that projects are completed on time and within budget, by ensuring that members are treated with respect, provided safe working conditions, and paid wages and benefits commensurate with their productivity and the quality work they perform, and by setting the example in adhering to the Code of Conduct.

This Code is a recommitment on the part of our members, signatory contractors, and officers to producing quality work, to creating a dependable workforce, and to adding value to all projects in which they are involved. This commitment has distinguished the unionized masonry-trowel trades industry from the rest for more than 140 years and will continue to do so in the future. Each of the Code statements embodies specific actionstowardthatend.

BAC Code of Conduct – Actions

Statement #1: I will come to work on time prepared to give my employer a fair day's work for a fair wage, and to work to the highest standards.

Members

1. Arrive at work on time, fit for duty and ready to work.
2. Adhere to contractual starting and quitting times, including lunch and break periods.
3. Notify their employer before the start of their shift if they will miss work.
4. Do not use personal electronic equipment (cell phones, iPods, radios, etc.), which can create distractions, lead to unsafe conditions, and reduce productivity, except during lunch or break periods or unless authorized by the employer to use such items for work-related purposes.
5. Do not use illegal drugs or alcohol on the jobsite, follow safe, legitimate employer directives, and do not arrive at work impaired.
6. Always promote the Union by engaging in appropriate behavior and being supportive of the Union.
7. Do not make disparaging comments about the Union or employer.
8. Use the proper tools to perform assigned work, and always take proper care of those tools supplied by the employer.
9. Follow safety requirements, dress in safe clothing, and use appropriate personal protective equipment (PPE).

Contractors

1. Do not engage in activities that will contribute to member tardiness or absenteeism.
2. Staff projects appropriately so that they can be completed on time and within budget.
3. Staff projects with effective leaders who are trained to address problems.
4. Have a clear policy, mutually agreed to by the Local, on the use of personal electronic equipment (cell phones, iPods, radios, etc.) during work hours, and make employees aware of the policy when hired.
5. Make sure members are aware of jobsite hazards, safety requirements, employer expectations, and project objectives.
6. Take responsibility for management decisions that impact the work flow, and correct them in a timely manner.
7. Provide fair, consistent and progressive discipline for absenteeism, or any other company policy violations mutually agreed to by the Local, and make sure the discipline policy is documented, distributed and understood.

Local Officers

1. Educate members on the importance of coming to work on time and fit for duty, and the impact that not doing so has on their employer and fellow members.
2. Encourage all members to adhere to contractual requirements related to starting and quitting times, lunch time and breaks, and to not leave the jobsite without proper approval. Supervisors should contact the Local officer with regard to members who leave early or are frequently late or absent.
3. Make sure that members meet contractual safety requirements on all jobsites.
4. Make sure that all members understand their responsibility to have the proper tools to perform their work, and to take care of those tools supplied by the employer.
5. Do not tolerate work slowdowns.
6. Alert members that drugs or alcohol on the jobsite will not be tolerated by the Union.

Statement #2: Be Union through and through – loyal to, and respectful of, my brothers and sisters in the trade and the labor movement.

Members

1. Dress in a professional and safe manner, in clothing that will not in any way create unsafe conditions (i.e., loose clothes that can get caught in equipment, etc.) or offend others (i.e., offensive words or symbols) on the jobsite.
2. Always behave appropriately toward other members and workers, and the public, and be respectful of others' race, national origin, age, religion, sexual orientation and/or gender.
3. Do not make disparaging comments about the Union.

Contractors

1. Adhere to the collective bargaining agreement.
2. Provide foremen and other supervisory personnel with training on how to treat employees, and act decisively to replace or discipline ineffective or abusive supervisory personnel.
3. Promote mutual respect by making sure no one is abused on the job, and by recognizing that labor is a valued resource required for the completion of the work.
4. Prevent and/or remedy any jobsite discrimination and/or harassment on the basis of race, national origin, age, religion, sexual orientation and/or gender.
5. Cooperate and communicate with the job steward and the Local officer, and use them to help resolve any workplace issues immediately and effectively.
6. Do not make disparaging comments about the Union.
7. Work with the Union through, for example, the Joint Apprenticeship & Training Committee, to accommodate the entry of new workers into the trades and jobsite.

Local Officers

1. Educate members on what it means to be Union, how the Union is run, the value of Union membership, and the collective bargaining agreement.
2. Encourage members to respect their employer and others on the jobsite by not wearing offensive or potentially hazardous clothing, pins, etc.
3. Provide steward training and assign trained stewards to jobsites.
4. Alert members that they are expected to display appropriate behavior toward other members and workers, and the public, and to be respectful of others' race, national origin, age, religion, sexual orientation and/or gender.
5. Alert members that they must not engage in activities that cast the Union in a bad light.
6. Always uphold the image and standing of the Union.

Statement #3: Work Better because I have received the finest, most comprehensive masonry-trowel trades training in North America.

Members

1. Participate in training programs offered through the Union and IMI to upgrade or increase skills, including upgrade programs, safety training, and special certifications.
2. Follow work and safety practices learned through apprentice, safety, and upgrade training.
3. Journey-level workers are obligated to mentor apprentices in order to transfer knowledge and skills.
4. Encourage apprentices to take advantage of all training and to learn from senior craftworkers.

Contractors

1. Provide foremen and other supervisory personnel with proper training, and encourage them to take advantage of training programs offered through IMI.
2. Use apprentices on jobs as provided in the collective bargaining agreement, adhere to apprentice ratios, and ensure that all apprentices receive adequate hands-on experience in the craft they are learning.
3. Encourage senior craftworkers to work with and mentor apprentices, and apprentices to take advantage of training and be receptive to advice from more experienced craftworkers.
4. Enable the workforce to take advantage of opportunities to upgrade their skills.
5. Utilize the Union's apprenticeship and training system to ensure a qualified supply of skilled craftworkers, and to grow the unionized masonry-trowel trades industry.
6. Assign more experienced craftworkers to mentor apprentices.

Local Officers

1. Encourage members to take advantage of training opportunities, including becoming certified in new products and upgrading skills.
2. Make sure that all members have the opportunity to receive appropriate safety training, as provided by IMI, and adhere to safe work practices.
3. Notify members of training opportunities available through the Union through mailings, notices, meetings, etc.
4. Enforce apprentice ratios in the collective bargaining agreements.
5. Direct the Local Joint Apprenticeship & Training Committee to adopt rules to discourage any form of "hazing" by one group of members toward another (ie., journey-level workers toward apprentices).

Statement #4: Willingly Acept responsibility for the quality of my work and behavior on the job.

Members

1. Work to the best of their ability with regard to quality and productivity at all times.
2. Actively observe jobsite conditions and abide by all safety requirements.
3. Always use the proper tools for the job at hand.
4. Proactively seek to resolve any potential problems by contacting the foreman or supervisor, and if that doesn't work, the job steward or Local officer.
5. Refuse to engage in any job disruption, slowdown, or action detrimental to efficiency and productivity, unless authorized by the proper representative of the Union or unless there is imminent danger.

Contractors

1. Create an environment conducive to producing quality work, recognizing the negative impact of trying to *fast-track* work.
2. Optimize efficiency and effectiveness through front-end planning, making sure that the necessary materials, tools and equipment are available close to the jobsite, and ensuring that job plans are understood.
3. Establish safety as a core value of the company's culture by meeting or exceeding all recommended and/or legal requirements.
4. Communicate regularly, and when feasible participate in meetings such as pre-job conferences, with the Union while planning and executing projects.

Local Officers

1. Make sure that members understand that Union craftworkers are expected to perform work right the first time.
2. Actively work to resolve any issues before disputes occur by advising the contractor of jobsite concerns that could impact quality or productivity, and work with members and the contractor to correct such problems.
3. Promote safety with members and make it clear that they are expected to follow jobsite safety standards and work safely.
4. Enforce the collective bargaining agreement provisions related to working conditions.
5. Regularly communicate member concerns related to job progress, work schedules, and work process to the employer.
6. Educate members that walk-offs will not be tolerated without the approval of the proper representative of the Union unless to protect members from imminent danger.
7. Promote the use of labor-management meetings, including pre-job conferences.

Statement #5: And always be *Committed* to growing the unionized masonry-trowel trades industry for current and future generations.

Members

1. Promote the positive aspects of a career in the unionized masonry-trowel trades industry to potential members and non-union workers.
2. Assist and support their Local's organizing initiatives.
3. Become informed of the many benefits available through the Union by taking part in Local/Chapter meetings and activities, and by reading Union communications and publications.

Contractors

1. Be willing to sell the union-advantage to non-union contractors to help increase the unionized masonry-trowel trades industry's share of the market.
2. Participate in labor-management committee meetings to promote the growth of the unionized masonry-trowel trades industry.
3. Work with the Local's Joint Apprenticeship & Training Committee to match recruitment targets to projected workforce needs.
4. Be willing to bid on new types of masonry and other trowel trades work to secure more work for the unionized masonry-trowel trades industry.

Local Officers

1. Develop and implement an organizing plan that includes steps to promote the advantages of using materials installed by BAC members and their signatory contractors.
2. Educate members on the importance of growing the unionized masonry-trowel trades industry's share of the market.
3. Work with the Local Joint Apprenticeship & Training Committee to match recruitment targets to projected workforce needs.
4. Encourage signatory contractors to bid on new types of masonry and other trowel trades work, and members to participate in training programs on new materials and equipment, in order to secure more work for the unionized masonry-trowel trades industry.
5. Educate members on the numerous benefits they receive through the Union, for example, training, good wages, pensions and health & welfare benefits.

Addendum “C”

Codes of the International Union of Bricklayers and Allied Craftworkers (Work Jurisdiction)

**As Approved by Delegates
to the 2010 Convention
September 13-16, 2010
Las Vegas, Nevada**

This work jurisdiction provision shall not apply to Chapters 1 and 8, but shall apply to Chapters 3, 4, 11 and 15. The following work jurisdictions for employees covered by this agreement shall include, but not be limited to:

1. BRICK MASONRY: Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code.

B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

D. All terra cotta called unit tile in sizes over 6” x 12” regardless of method of installation; all quarry tile over 9” x 9” x 1¼” in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6” x 12”, regardless of the method of installation. Where the preponderance of material to be installed is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers’ trade classification.

F. The following language shall be included under paragraphs 1-7 of this Addendum “C” regarding the use of robotics: The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, install, cut, set, lay, level, range, plumb, align, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace or restore masonry units, materials and surfaces, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.

2. STONEMASONRY: Stonemasonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of all riprap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning, as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called “stone” in the trade); cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over 10 inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

B. This is to apply to all work in buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done. Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.

C. Cleaning, grouting, pointing, and other necessary work to achieve and complete the work under the foregoing categories.

3. ARTIFICIAL MASONRY: Artificial Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of this organization, for which the highest rate of wages shall be demanded.

B. All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of this organization, for which the regular wage scale in jurisdiction where the work is performed shall be paid.

4. CEMENT MASONRY: Cement Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights.

B. The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place, the operation of cement gun, the nozzle and the finishing of all material applied by the guns; and the operation of cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete the mason’s work.

5. MARBLE MASONRY: Marble Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile.

6. PLASTERING: Plastering shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials; artificial marble work, when applied in plastic form; composition work in all its branches; the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering; the casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks.

B. All cornices, molding, coves, and bull nose run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.

7. POINTING-CLEANING-CAULKING: Pointing-Cleaning-Caulking shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The pointing-cleaning-caulking of all types of masonry, caulking of all window frames encased in masonry or brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work.

B. The pointing, cleaning and weatherproofing of all buildings, grain elevators, and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same.

C. This is not to be constructed as denying the right of the brick or stone mason members to apply themselves at this branch of trade.

8. SPECIAL CATEGORIES: The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International. This shall include the specialized skills identifiable within the major branches of the trade described above, such as all burning and welding required to secure or anchor all types of masonry materials.

The following shall apply to all Chapters and areas except Chapter #11 Mankato:

- The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International. This shall include **robotics and emerging technologies as well as** the specialized skills identifiable within the major branches of the trade described above, such as all burning and welding required to secure or anchor all types of masonry materials.