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Title: **Associated General Contractors of Minnesota, Inc. (Highway, Railroad & Construction Agreement) and Minnesota Teamsters Construction Conference, International Brotherhood of Teamsters (IBT), Locals 120, 160, 346 (2005)**

K#: **8971**

Employer Name: **Associated General Contractors of Minnesota, Inc. (Highway, Railroad & Construction Agreement)**

Location: **MN**

Union: **Minnesota Teamsters Construction Conference, International Brotherhood of Teamsters (IBT)**

Local: **120, 160, 346**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **1000**

Effective Date: **05/01/05**

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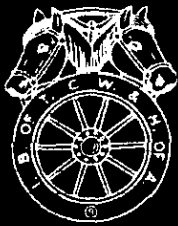
**HIGHWAY, RAILROAD &
HEAVY CONSTRUCTION AGREEMENT**

BETWEEN

**ASSOCIATED GENERAL
CONTRACTORS OF MINNESOTA**

AND

**MINNESOTA CONSTRUCTION
CONFERENCE OF TEAMSTERS**



Effective May 1, 2005 through April 30, 2009

LOCAL 120
2635 University Avenue W
St. Paul, MN 55114

LOCAL 346
2802 W. 1st Street
Duluth, MN 55806
218-628-1034

LOCAL 160
11 - 4th Street S.E.
Rochester, MN 55904
507-288-6577

The International Brotherhood of Teamsters

46 pages

HIGHWAY, RAILROAD
and
HEAVY CONSTRUCTION



**Basic Article of Agreement with the
Minnesota Teamsters Construction Conference
affiliated with the
International Brotherhood of Teamsters**

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**AGREEMENT BETWEEN
ASSOCIATED GENERAL
CONTRACTORS OF MINNESOTA
HIGHWAY, RAILROAD & HEAVY
CONSTRUCTION DIVISIONS**

WITH

**MINNESOTA CONSTRUCTION
CONFERENCE OF TEAMSTERS**

**The International Brotherhood
of Teamsters**

ARTICLE I - PREAMBLE

THIS AGREEMENT, by and between, or on behalf of the parties establishes rates of pay, wages, hours of employment, fringe benefits, and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction jobs in the State of Minnesota.

ARTICLE II

CONSIDERATIONS FOR AGREEMENT.

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

ARTICLE III

UNION RECOGNITION. The Employer hereby recognizes Locals 120, 160 and 346 as the exclusive collective bargaining representatives of the Employees in the craft signatory to

this Agreement, in respect to rates of pay, wages, hours of employment and fringe benefits, where applicable, and other conditions of employment. The respective Unions represent that they are qualified for such recognition.

ARTICLE IV

UNION SECURITY. Each of the Unions recognized under Article 3 of this Agreement shall be entitled to union security to the extent that each Employee in the collective bargaining unit represented by such Union, shall, on the eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the coverage of this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment. The Employer will be required to dismiss Employees who refuse to comply with this Union Shop provision after written notification by a bonafide representative of the Union to a responsible representative of the Employer on the job.

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

ARTICLE V

HIRING. A. When the Employer needs employees, it shall give the Union equal opportunity with all sources to provide suitable applicants.

B. The Employer has the right to select prospective Employees from all who make application for employment with the Employer.

C. There shall be no discrimination against any prospective Employee, by the Employer or the Union, because of affiliation or non affiliation with the Unions, 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.

In order to meet Federal, State or other governmental requirements or regulations relative to Equal Employment Opportunity or Affirmative Action, the Employer may hire Employees to meet these goals from any source, if the Union cannot supply.

ARTICLE VI

INSURANCE, TAXES AND BONDS.

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

B. The Employer further agrees to pay the State Workmen's Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from these Unions are employed on the job.

C. Should the Employers require any Employee to give bonds, the premium on same shall be paid by the Employers.

ARTICLE VII

CONFLICTING AGREEMENTS. The Employers agree not to enter into any labor

agreements covering construction jobs, manufacturing process and fabrication, with their Employees on whose behalf any of the Unions have been granted recognition here under individually or collectively which in any way conflicts with the terms and provisions of this Agreement. If the Unions enter into any Agreements with any individual Employer or group of Employers competing in the same type of work as defined in Supplement 1 which provides for his, its, or their Employees less favorable wages, hours or conditions than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions.

ARTICLE VIII

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

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

C. When there is evidence of collusion between the Employer and Employee to violate

the Agreement, any back pay collected shall be made payable to Employee, and shall be deposited with the Union, if the Board of Arbitration so orders.

D. Determination of violations to this Agreement as set forth in A, B, C, above shall be determined in accordance with the Settlement of Disputes Article of this Agreement.

ARTICLE IX

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

ARTICLE X

SHIFTS. A. Where not more than two (2) shifts are worked, the wages paid shall be based on hours worked, however, each shift shall constitute eight (8) hours work, and eight (8) hours pay.

B. There shall be a minimum of one-half (1/2) hour break from work for lunch near the middle of each shift, where two (2) shifts are worked.

C. When three (3) shifts are worked, the first shift shall constitute eight (8) working hours, plus a one-half (1/2) hour lunch break. The second shift shall constitute eight (8) working hours, plus a one-half (1/2) hour lunch break. The third shift shall constitute the succeeding seven (7) working hours, plus a one-half (1/2) hour lunch break. Each such full shift shall be compensated by eight (8) hours straight time pay. Lunch breaks are not paid hours.

D. Call in pay. When an Employee is called to work he shall receive two (2) hours' pay if not put to work. If he is called to work and is put to work, he shall be guaranteed a minimum of four (4) hours' pay; these provisions, however, not to be effective when work is unable to proceed because: (1) railroads and common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; and (3) Act of God, including weather conditions, will not permit work.

The Employers agree to provide telephone notification if arrangements are made to reach Employees through a central source. If the Employer fails to give notice as required herein, the Employee reporting shall be entitled to two (2) hours' pay for reporting time.

E. Split Shifts. It is agreed there shall be no split shifts worked by Employees covered by this Contract.

F. In the event that there is more than one shift worked, there shall be no shift differential on the first two shifts. If a third shift is worked, Employees will work seven (7) and receive eight (8) hours pay.

ARTICLE XI

SUBCONTRACTING. In the event a subcontractor is involved in a controversy, the Union shall be obligated to bring it to the attention of the prime contractor. The prime contractor shall have at least forty-eight (48) hours to attempt a settlement of the controversy before a work-stoppage is brought about. It shall not be a violation of this Agreement, including Article 16, if a stoppage of work occurs due to the failure to arrive at an Agreement.

When a contractor signed to this Agreement subcontracts work to be performed on the jobsite the subcontractor shall agree to pay Employees an amount equal to the total of the wages and fringes as specified by this Agreement.

When the Union raises the question, in writing, as to a subcontractor's compliance with the above, the prime contractor will secure the records of the subcontractor relating to the question.

If the above subcontractor is found in non compliance, the matter will be referred to the Disputes Board (see Settlement of Disputes).

ARTICLE XII

SETTLING DISPUTES. Differences or disputes which cannot be resolved by the parties concerning the interpretation or application of any provisions of this Agreement shall be submitted to the grievance procedure. Any party to this Agreement (Union or Employer) shall have the right to raise grievances. Each grievance shall be deemed to be waived unless submitted in writing with a copy thereof to all parties involved within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance. A continuing event or condition shall give rise to a grievance only on the first day it occurs and there shall be no continuing grievance or continuing right to raise a grievance with respect to a continuing event or condition. If the dispute is not settled within ten (10) days, the parties have five (5) additional days to decide to utilize the State Joint Committee or to proceed directly to arbitration.

A State Joint Committee made up of equal numbers of Management Representatives and

Labor Representatives will meet regularly to settle any and all disputes or problems affecting this Agreement, the parties hereto, and to avoid work stoppages, strikes or other problems affecting productivity. The State Joint Committee shall have no power to add to, delete, or modify any provisions of this Agreement. All decisions of the Joint Committee shall be final and binding.

Decisions of the Joint Committee will be drafted at the conclusion of the meeting, signed by members of the Committee, and distributed to both parties at that time.

If either party, after signing above documents, refuses to abide by the decision of the Joint Committee, economic action may be taken by the other party.

Should the Joint Committee as established be unable to reach a decision in the matter because of a deadlock (lack of majority), then the matter may go to final and binding arbitration as provided in the following manner:

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 name, etc. until the Arbitrator is selected. The Arbitrator selected shall render his decision within thirty (30) days after hearing the case. The time may be extended by mutual agreement between the parties. The decision of the Arbitrator shall be final and binding on the signatories to this Agreement who are parties to the disputes; provided, however, that the Arbitrator shall have no power to add to, delete, or modify any provisions of this Agreement. The

Employer and the Union will share equally all fees and expenses of the Arbitrator.

All work and other conditions prevailing immediately prior to the raising of the question to be decided under this Article shall remain unchanged until final decision has been reached hereunder.

ARTICLE XIII

MANAGEMENT. Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with Employees, to reduce or increase the number of Employees needed on each project, crew, activity or piece of equipment. Under no conditions will Union Representatives make demands for more Employees in a crew on specific projects, insofar as it does not conflict with this Agreement.

ARTICLE XIV

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

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

ARTICLE XV

PICKETS, BANNERS AND STRIKES.

The Employers may not request any Employee, except Watchmen or Supervisory personnel to go through a primary picket line except to protect life or property.

The Unions agree that there shall be no written cessation of work or any recognition of picket lines of any union without first giving notice to the parties involved. In the event the Employers become involved in a controversy with any other union, the Union will do all in their power to help effect a fair settlement. The Unions agree not to honor or instruct its members to honor a banner of any union unless approved by their parent Union. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee decides not to cross a primary picket line or banner. This clause shall not apply to secondary picket lines or banners and it shall not apply to jurisdictional picket lines or banners.

ARTICLE XVI

STRIKES, LOCKOUTS, WORK INTERFERENCE. The Unions and the Employers agree that there shall be no strike, work stoppages, slow-downs or other concerted interference with the Employer's business or affairs by any of the said Unions and/or the members thereof, and there shall be no lock-out during the existence of this Agreement without first giving the Employer and the Union forty-eight (48) hours WRITTEN notice and sending the dispute through procedures established in Article 12.

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

ARTICLE XVII

UNION REPRESENTATIVES. Only authorized Union Representatives shall have the right to confer with Employees on the job. Each and every Union Representative shall first contact the job superintendent or foreperson, or whoever is in charge of the project before conferring with any Employee. Such Union Representatives may check Drivers for current membership status during working hours. Union Representatives may not other wise hinder or interfere with the progress of work.

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

ARTICLE XVIII

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

When an Employer moves from one area to another, it shall be allowed to bring in not more than one employee with each piece of equipment. If the Employer starts extra shifts or employs new employees, it shall employ local people.

ARTICLE XIX

PAYROLL RECORDS. In the case of a dispute arising over hours and wages, the Union shall have the right to examine the payroll

records of the individual Employees covered by this Agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

ARTICLE XX

APPLICATION OF WAGE RATES. A.

The determining factor in applying different area rates shall be the location within the State in which the work is being performed and not the home address of the Employee or Employer. Pay rates for other crafts with respect to areas are irrelevant.

B. Work in Two Wage Zones - When work covered by this Agreement is in two wage zones (point of load to point of dump) the driver shall be paid an hourly wage based on the average of the two zones. (i.e. - if Area 4 has a wage of \$10 per hour and Area 2 has a wage of \$12 per hour, the driver would be paid the average or \$11 per hour plus fringes).

ARTICLE XXI

PAYDAY AND WAGE PAYMENT. A. All regular, full time Employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held back including payday.

B. Wages shall be paid at or before the end of the shift of the designated payday.

C. When an Employee is laid off, or discharged he shall receive all money due him in cash or negotiable check within twenty four (24) hours. If the Employee does not appear to collect his check the Employer will immediately mail his

check to the Employee's last known address.

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

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

F. Wage rate classifications in this Contract establishes only a rate for Employees hired by Management and in no way relates to manning of projects.

G. Direct Deposit Refer to memorandum

Direct Deposit Memorandum of Understanding

This memorandum clarifies the understanding between the AGC of Minnesota and the Minnesota Construction Conference of Teamsters with regard to direct deposit of employee's paycheck. Direct deposit was proposed by the AGC and agreed to by the Teamsters in the 2005 highway-heavy negotiations. The dispute is whether direct deposit is mandatory for the employer. The AGC says it is not and the Teamsters say it is.

This dispute will be settled at a future date. Due to time restraints it is not feasible to settle this dispute in a timely manner. Until this dispute is settled, direct deposit will not be mandatory on the employer.

ARTICLE XXII

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 Pensions and

Health and Welfare, as may be designated in CLASSIFICATIONS AND WAGES an hour for each hour worked by all Employees covered by this Agreement. The Fund shall be known separately as the Teamsters' Pension Fund and the Teamsters' Health and Welfare Fund and collectively as the Minnesota Teamsters' Fringe Benefit Fund under separate Trust Agreements, copies of which the Employer will receive and to which the Employer is automatically bound. The fund's Trustees shall equally represent the Union and the Employer.

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

2. Reporting forms and instructions standardized with other basic trades.

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

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

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

6. Collections: (a) Delinquency: An Employer shall be considered "delinquent" for a particular

work month if its required report and contribution for that month are not received in the office of the Fund Administrator, postmarked on or before the 20th day of the following month (the "due date"), irrespective of whether such delinquency is willful or otherwise; provided, that an Employer shall not be considered delinquent for such month if it shall prove by clear and convincing evidence satisfactory to the Trustees that its report and payment were in fact posted on or before the due date and were lost in the mails through no fault of its own. For the purpose of determining the hours to be reported for a particular work month, the Employer may report either on the basis of the hours worked each day occurring in that month or on the basis of all hours worked through the last day of the last pay period ending within that month, provided that the reporting basis selected by the Employer is consistently followed:

(b) Liquidated damages and interest: If an Employer becomes delinquent for a particular work month (as provided in (a) above), such Employer shall also be required to pay, as liquidated damages and not as a penalty an amount equal to 10% of the contributions otherwise due for such work month, it being understood and acknowledged by the parties that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable. In addition to liquidated damages, contributions delinquent for more than two months shall bear interest at the rate of 8% per annum, calculated for the applicable due date to the date of payment.

(c) Bonding: If an Employer becomes delin-

quent for a particular work month (as provided in (a) above as to any or all of the Trust Funds, and if the report and the full payment due for such work month (including liquidated damages) are not actually received in the office of the Fund Administrator on or before the 20th day of the month following the applicable due date, such Employer shall (in addition to paying the full amount due) be required to post in the office of the Fund Administrator a cash or surety bond in form satisfactory to the Trustees in a face amount of \$25,000, issued by a duly licensed surety company. Such Bond shall cover all the Trust Funds and assure payment of all sums called for by this Agreement in the event of the Employer's subsequent delinquency as to any or all of the Trust Funds, and which shall be kept in force and maintained in the full face amount for a period of not less than twelve (12) consecutive calendar months during which such Employer has complied fully with the terms and provisions of this Article.

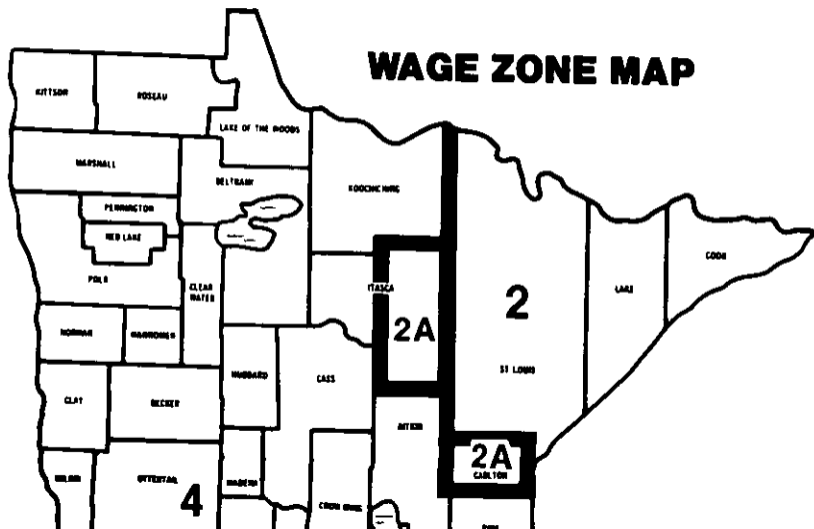
(d) Underpayment. An Employer who, after having filed a report for a particular work month, is found not to have reported and paid the full amount of contributions due for such month, shall be required to pay 10% liquidated damages on the total amount of the underpayment, and if such underpayment is more than two months overdue, the Employer shall also pay interest thereon at the rate of 8% per annum calculated from the applicable due date. At the election of the Trustees, such Employer may also be required to post a bond in the form contemplated by clause (c) hereof and in a face amount at least equal to the total

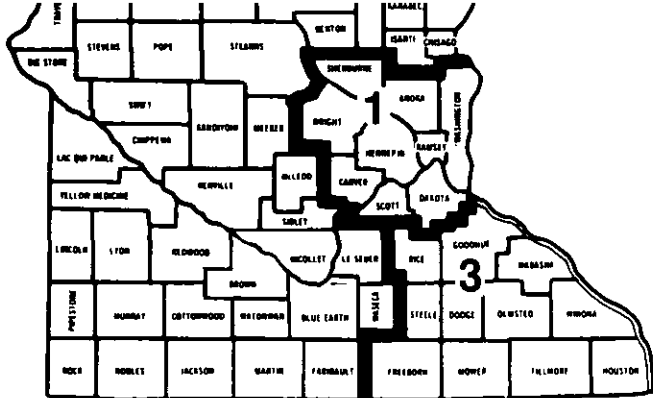
amount of contributions due for the four most recent work months completed prior to the date on which such underpayment was discovered by the Trustees.

(e) Auditing procedures: The Trustees shall have the right at any time and from time to time upon notice to the Employer, to cause an audit or audits to be made of the Employer's employment, personnel and payroll records relating to its former and present Employees which the Trustees or their authorized agents shall deem necessary in conducting such audit, and the Employer shall afford them reasonable time and opportunity to examine the same in accordance with standard auditing procedures and shall assist and cooperate with the Trustees and their authorized agents in properly identifying the Employees covered by this Agreement and the hours worked by them.

If an Employer has subcontracted work to any subcontracting Employer described in Article XI of this Agreement, such Employer shall promptly furnish to the Trustees or their authorized agents, upon demands, such information as it shall possess concerning the Employees of such subcontracting Employer, their job classification and the hours worked by them at the jobsite.

(f) Non-Union Employees: The provisions of this Agreement establishing rates of pay, wages, hours of employment and other terms and conditions of employment, including fringe benefits, apply to all Employees employed in job classifications within the jurisdiction of the Union, regardless of whether or not such Employees are members of the Union. Each Employer shall





**1 & 2 Minneapolis-St. Paul
Metro. Area & Duluth**
**2A Itasca County East of
T.H. -6 & Carlton Co.**

3 Southeastern Area
4 Western Area Work

report and pay fringe benefit contributions on all hours worked by each and all such Employees, including such Employees who are not members of a Union.

(g) Economic Actions: Notwithstanding any other provisions of this Agreement in the event that any Employer shall fail, refuse, or neglect to comply fully with any term or provisions of this Article relating to the filing of reports, the payment of contributions, the payment of liquidated damages, the posting of bonds, or the conduct of auditing procedures and the furnishing of records and information in connection therewith, then, in addition to any other rights and remedies which the Trustees or the Unions may possess, the Unions shall have the right, upon giving seventy-two (72) hours written notice to the Employer of such noncompliance, to take whatever economic action they deem necessary until full compliance is effected.

If the noncompliance asserted by the Unions shall involve an alleged failure, refusal or neglect on the part of the Employer to pay the full amount of contributions due on all hours worked by all of its Employees covered by this Agreement and a dispute shall exist as to the proper identification of the Employees covered by this Agreement and/or the number of hours worked by them, the Employer may demand that such dispute be submitted to regular arbitration under Article 12 - **SETTLING DISPUTES**, provided that such demand is submitted in writing to the Union within forty-eight (48) hours after receipt of the above Union notice, which written demand shall identify the

Employees and hours claimed to be in dispute, and provided further that the Employer shall make full payment of any contributions which are then due and not disputed, including the indicated liquidated damages and interest thereon. When an Employer demands that such a dispute be submitted to arbitration in accordance with the preceding sentence, all economic and legal action relating to such dispute shall be stayed pending a decision in the arbitration proceeding. If a delinquency in the payment of contributions shall have been admitted by the Employer or established through arbitration, the Trustees' rights to collect liquidated damages or interest there on, or to require a bond with respect thereto, shall not be subject to arbitration. An Employer's failure, refusal or neglect to file monthly reports in a timely manner or to comply fully with the auditing procedures set forth herein shall not be subject to arbitration.

(h) Legal Action: In the event that any Employer shall fail, refuse or neglect to comply fully with any term or provision of this Article relating to the filing of reports, the payment of contributions, the payment of liquidated damages, the posting of bonds, or the conduct of auditing procedures and the furnishing of records and information in connection therewith, then, in addition to any other rights and remedies which the Trustees or the Union may possess, either the Union or the Trustees or both of them shall have the right to cause legal action to be taken against such Employer to effect compliance. Delinquent Employers will be required to pay legal fees plus reasonable attorney fees.

(i) Reimbursement of Unions: The Trustees may, in their discretion, reimburse the Union from the Trust Funds for all or any part of the costs of collection (including specifically, picketing and bannering expense) actually incurred by the Union in taking economic or legal action against an Employer to effect compliance with the terms of this Agreement.

(j) Benefit payments: If the failure, refusal or neglect of any Employer to comply fully with the terms and provisions of this Article shall result in a loss to any Employee of Pension or Health and Welfare benefits to which such Employee would otherwise be entitled, then, in addition to any other sum for which it may be liable, the Employer shall be liable to such Employee for the benefits so lost as a result of such Employer's noncompliance. Such Employer shall indemnify the Trustees, the Trust Funds, the Union and their agents and Employees against any and all loss, damage, or liability (including attorneys' fees) which they may suffer or for which they may be charged by reason of any claim or action brought against them by any such Employee for lost benefits.

(k) Survival of Rights: Notwithstanding the Duration Article hereof, the provisions of this Article relating to the rights and remedies of the Union, the Trustees and the Employees (including, specifically, liquidated damages, auditing procedures, economic and legal action, and benefit payments) in the event of delinquency or underpayment by an Employer shall survive the termination of this Agreement with respect to the Employer's obligation to contribute on hours worked prior to such termination.

(1) Notices or Other Communications: Demands shall be directed to a party's last known address and all time limits shall be computed excluding Saturday, Sunday and Holidays or days observed as such.

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

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

ARTICLE XXIII

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

ARTICLE XXIV

DEFINITION OF WORK. Heavy Construction and Railroad Construction is defined as constructing substantially in its entirety any fixed structures and other improvements or modifications thereof, or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation, railroad and street railway construction pro-

jects, mass transit projects, underground utilities, water mains, grade separations, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, tract elevation, elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, sewage and water treatment projects, pump and lift stations, airports, athletic fields, and stadiums, reservoirs, water supply projects, water power development, hydro-electric development, power plants, transmission lines, locks, dams dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial plants and sites, excavation and disposal of earth and rock, including the assembly, operations, maintenance, and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and service, and wrecking and demolition when performed by Highway-Heavy Contractors.

Highway construction work is defined as all work ordinarily included in highway construction contracts, bridges, sewer and street grading, street paving, curb setting, sidewalks, snow hauling.

Note 1. It is understood that where "industrial plants and sites" is mentioned as with the scope of Heavy and Railroad construction work, included shall be all work in connection with the clearing and grading of the sites, including the roughing out of the bottom elevation indicated, all construction of roads railroads and river work and all construction of

subsurface conduit and piping, drains and sewers to the building line.

Note 2. It is understood that all demolition of any Heavy, Railroad or Highway construction work shall be within the scope of Heavy, Railroad and Highway construction work.

Workmen shall not include Engineering, Clerical Employees, Timekeepers, Guards, Superintendents, Mechanical Superintendents, Assistant Superintendent, General Forepersons, Forepersons, or any Supervisors in charge of any classes of labor, but shall include all other persons employed by the Employers in the performance of work covered by this Agreement. A Superintendent or Foreperson who does work of workmen covered by this Agreement more than is required for instruction of workmen or is employed on any work as a workman covered by this Agreement shall be governed by the conditions and wages of such workman.

This Agreement shall not apply to professional or supervisory employees as defined in the National Labor Relations Act as amended.

ARTICLE XXV

PRE-JOB CONFERENCE. The Employer shall set a pre-job conference with the Union on jobs over \$500,000 when requested by the Union.

ARTICLE XXVI

SNOW REMOVAL. It is agreed that in the interest of more continuous employment for Employees covered by this Agreement, the overtime provisions of this Agreement shall not apply to snow removal work in the State of Minnesota.

ARTICLE XXVII

NON-DISCRIMINATION. The Employer, the Unions, and the Employees agree there shall be no discrimination or harassment against any employee or applicant for employment because of race, creed, religion, gender, age, national origin, or any other category protected by applicable Federal or State Law. In regard to gender, any reference in this agreement to the male gender, words such as "he", "his", etc., shall apply to both male and female.

ARTICLE XXVIII

SENIORITY RIGHTS. A. Seniority rights shall be for layoff and recall purposes only. Seniority shall be established by the individual driver after he has been employed thirty (30) working days. When an Employee has been off work for four (4) days, this shall constitute a lay-off for the purpose of this Article. The Employer shall make the adjustments so as the rule, last Employee hired shall be first laid off and upon returning, last laid off to be the first recalled.

Any Employee exercising their seniority shall be qualified to do the job that is available. It shall be to the Employer's discretion as to who is qualified. If two or more trucks are down due to mechanical failure, the drivers will be reassigned to other trucks if available based on their seniority.

A list of the Employees arranged in the order of their seniority standing shall be posted in a conspicuous place on the job and shall be kept up to date. Any controversy over the seniority standing of an Employee or Employees on this list shall first be handled between the Union and Employer. If no agreement can be reached, then such controversy shall be handled in the manner prescribed under Article 12 - Settling Disputes. Refusal of employment by drivers shall constitute quitting and loss of seniority.

B. Seniority may be retained by an Employee for one year after his last paycheck unless such Employee is drawing compensable injury pay from an accident or illness.

C. Seniority terminates upon retirement.

ARTICLE XXIX

UNIFORMS. The Employer agrees that if any Employee is required to wear any kind of uniform, same shall be furnished and maintained by the Employer free of charge and shall bear the Union label.

ARTICLE XXX HOURS OF WORK

A. 1. All Districts. Forty (40) hours shall constitute a week's work beginning on Monday through Friday of each week. Where work is required in excess of forty (40) hours in one week, such work shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate. All time worked in excess of twelve (12) hours in any one-day shall be paid at one and one-half (1-1/2) times the hourly rate. All time worked on Saturday shall be paid at one and one-half (1-1/2) times the hourly rate. EXCEPTION: If the employee has not worked forty (40) hours, Monday through Friday, due to his/her own accord, or due to two (2) or more lost days due to inclement weather, he/she shall be paid straight time on Saturday until said employee has worked forty (40) hours. Sundays and holidays are paid at two (2) times the hourly rate.

2. Employees shall have first (1st) preference for all hours of work available including overtime on all work covered by this Agreement before additional trucks are used or added.

B. It is understood that there shall be no pyramiding of overtime and Employees shall not be paid daily and weekly overtime.

C. All time spent maintaining and operating a vehicle will be paid hours.

D. Teamsters on Hazardous Waste will be paid for all time spent in personal preparation and clean up. Reasonable time determined by the Employer.

ARTICLE XXXI

SUNDAY AND HOLIDAYS. All work performed between midnight Saturday and midnight Sunday night shall be classified as Sunday work and paid for at the rate of two (2) times the regular hourly rate; except as a regular shift which ends on Sunday or a holiday morning or begins at or after 6:00 P.M. on a Sunday or a holiday evening, shall be paid at the straight time rate.

B. Work performed on Sunday and the following holidays shall be compensated for at the rate of two (2) times the regular hourly rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When Monday is designated and celebrated as one of the above listed legal holidays according to the regulations produced by the Federal government, they shall be observed as such.

C. Personal Leave. The employer will grant up to 2 unpaid personal days if an employee reaches 1700 or more per calendar year. Days will be granted upon mutual agreement between employer and employee.

D. Funeral Leave: The employer will grant up to two days unpaid for the death of family members, including, mother, father, sister, brother, children, step-children, and spouse.

ARTICLE XXXII

DEMOLITION AND WRECKING.

Contractors signed to the Highway-Heavy Contracts shall pay Highway-Heavy rates for demolition and wrecking.

ARTICLE XXXIII

TRAINING PROGRAM. The Employers and the Union agree that a committee comprised of two representatives from each group (Labor and Management) shall establish a training (apprenticeship) program for Drivers. Said committee is authorized to design and adopt a trust agreement, rules, regulations, pay scale, and shall determine eligibility and supervise the administration of the program.

MEMORANDUM OF UNDERSTANDING

This memorandum clarifies the understanding between the AGC of Minnesota and the Minnesota Construction Conference of Teamsters with regard to Apprenticeship pay rates and ratio of Apprentices to journey drivers.

A. Apprentice drivers shall be paid the following percentage of base wage plus full fringe benefits.

Probationary Period	60%
2nd Period	70%
3rd Period	80%
4th Period	90%
5th Period	Scale

These rates apply to pre-determined wage work only. Apprentice mechanics shall be compensated at the percentage found in Article XXXV of the current collective bargaining agreement.

B. The ratio of apprentices to journey drivers shall be as follows:

Journey Drivers	Apprentices
1	1
10	4
+10	+2

A complete copy of the Apprenticeship Standards may be obtained from the A.G.C. or the Local Union.

ARTICLE XXXIV

TRANSPORTATION. When drivers finish the work day at a location other than where they started, and need transportation back to their starting location, the Employer will provide reasonable transportation.

DRUG & SAFETY PROGRAM. A written drug program has been adopted and is available for use at the contractors option and can be obtained by contacting the Union or AGC of Minnesota.

ARTICLE XXXV CLASSIFICATIONS:

*(The classifications below include the front axle)
effective 11-20-01*

Group 1

Boom Truck Driver

Mechanic-Welder

Off-Road Truck Driver – including Articulated
Dump Truck

Tractor Trailer Driver

Winch Truck Driver

Six or More Axle Trucks

Lowboy driver to receive (\$1.00) per hour above
group scale.

Foreperson to receive (\$1.00) per hour above
group scale. (Hiring of a foreperson is at the dis-
cretion of the employer.)

Group 2

Four Axle Truck

Straight trucks with five(5) axles will receive thirty cents (\$.30) above the Group 2 wage rate.

Group 3

Bituminous Distributor Driver

Three Axle Truck

Two Axle Truck

Group 4

Bituminous Distributor Spray Operator (rear and oiler)

Dumpman

Greaser and Truck Serviceperson

Pilot Car Driver

Self-Propelled Packer

Slurry Operator

Tank Truck Helper (gas oil, road oil and water)

Tractor Operator (wheel type used for any purpose)

The following classifications shall come under the appropriate axle rate wage group:

"A" Frame Driver

Dry Batch Hauler Driver

Ready-Mix Concrete Truck Drivers

Slurry Drivers

Tank Truck Driver (gas, oil, road oil and water)

NOTE: When a contractor deems it advisable to hire an Apprentice Mechanic, his scale shall be as follows:

1st Year: 70% of Class 1 scale

2nd Year: 85% of Class 1 scale

After second full year, 100% of Class 1 scale

WAGES & FRINGES

Area 1

May 1, 2005 - April 30, 2006

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	\$23.00	\$5.50	\$3.65	\$.10	\$32.25
2	22.45	5.50	3.65	.10	31.70
3	22.35	5.50	3.65	.10	31.60
4	22.10	5.50	3.65	.10	31.35

May 1, 2006 - April 30, 2007

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$33.80
2	TO BE DETERMINED				33.25
3	TO BE DETERMINED				33.15
4	TO BE DETERMINED				32.90

May 1, 2007 - April 30, 2008

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$35.35
2	TO BE DETERMINED				34.80
3	TO BE DETERMINED				34.70
4	TO BE DETERMINED				34.45

May 1, 2008 - April 30, 2009

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$36.95
2	TO BE DETERMINED				36.40
3	TO BE DETERMINED				36.30
4	TO BE DETERMINED				36.05

Area 2

May 1, 2005 - April 30, 2006

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	\$22.60	\$5.50	\$3.65	\$.10	\$31.85
2	22.05	5.50	3.65	.10	31.30
3	21.95	5.50	3.65	.10	31.20
4	21.70	5.50	3.65	.10	30.95

May 1, 2006 - April 30, 2007

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$33.40
2	TO BE DETERMINED				32.85
3	TO BE DETERMINED				32.75
4	TO BE DETERMINED				32.50

May 1, 2007 - April 30, 2008

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$34.95
2	TO BE DETERMINED				34.40
3	TO BE DETERMINED				34.30
4	TO BE DETERMINED				34.05

May 1, 2008 - April 30, 2009

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$36.55
2	TO BE DETERMINED				36.00
3	TO BE DETERMINED				35.90
4	TO BE DETERMINED				35.65

Area 2A**May 1, 2005 - April 30, 2006**

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	\$21.65	\$5.50	\$3.65	\$.10	\$30.90
2	21.10	5.50	3.65	.10	30.35
3	21.00	5.50	3.65	.10	30.25
4	20.75	5.50	3.65	.10	30.00

May 1, 2006 - April 30, 2007

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$32.45
2	TO BE DETERMINED				31.90
3	TO BE DETERMINED				31.80
4	TO BE DETERMINED				31.55

May 1, 2007 - April 30, 2008

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$34.00
2	TO BE DETERMINED				33.45
3	TO BE DETERMINED				33.35
4	TO BE DETERMINED				33.10

May 1, 2008 - April 30, 2009

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$35.60
2	TO BE DETERMINED				35.05
3	TO BE DETERMINED				34.95
4	TO BE DETERMINED				34.70

Area 3

May 1, 2005-April 30, 2006

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	\$20.80	\$5.50	\$3.65	\$.10	\$30.05
2	20.25	5.50	3.65	.10	29.50
3	20.15	5.50	3.65	.10	29.40
4	19.95	5.50	3.65	.10	29.20

May 1, 2006 - April 30, 2007

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$31.60
2	TO BE DETERMINED				31.05
3	TO BE DETERMINED				30.95
4	TO BE DETERMINED				30.75

May 1, 2007 - April 30, 2008

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$33.15
2	TO BE DETERMINED				32.60
3	TO BE DETERMINED				32.50
4	TO BE DETERMINED				32.30

May 1, 2008 - April 30, 2009

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$34.75
2	TO BE DETERMINED				34.20
3	TO BE DETERMINED				34.10
4	TO BE DETERMINED				33.90

Low or No Pre-determined Wages Areas 1 - 2 - 2A - 3 Only

Where pre-determined wages are below scale or non-existent new employees shall receive the following wages and fringes. New employee

may be paid three dollars (\$3.00) below scale with a one-dollar (\$1.00) per hour increase every one thousand (1,000) hours worked and full scale after three thousand (3,000) hours worked. In addition, these employees will receive all yearly contractual wage and benefit increases and the Employer will pay full fringe benefit contributions for the duration of this Agreement. It will not be a violation of this Agreement for the Employer to pay wages above the current progression rates. Current employees will fall under the above provisions based on all hours worked for their Employer.

Area 4

May 1, 2005 - April 30, 2006

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	\$18.32	\$5.50	\$3.45	\$.10	\$27.37
2	17.81	5.50	3.45	.10	26.86
3	17.66	5.50	3.45	.10	26.71
4	17.66	5.50	3.45	.10	26.71

May 1, 2006 - April 30, 2007

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$28.47
2	TO BE DETERMINED				27.96
3	TO BE DETERMINED				27.81
4	TO BE DETERMINED				27.81

May 1, 2007 - April 30, 2008

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$29.57
2	TO BE DETERMINED				29.06
3	TO BE DETERMINED				28.91
4	TO BE DETERMINED				28.91

May 1, 2008 - April 30, 2009

Group	Wage	H&W	Pen- sion	Appren- ticeship	Total
1	TO BE DETERMINED				\$30.72
2	TO BE DETERMINED				30.21
3	TO BE DETERMINED				30.06
4	TO BE DETERMINED				30.06

Note A - Any increases in cost of fringe benefits will be deducted from wages.

Note B - All fringe fund contributions for all wage areas are to be sent to:

Minnesota Teamster Construction Dues
Fringe Benefits Fund
c.o Zenith Administrators
P.O. Box 31

Minneapolis, MN 55440-0031

Phone 651-256-1802 Fax 651-256-1901

Note C - In Area 4 as defined in this Agreement where predetermined wage rates are less than specified in this Agreement, the Employer may pay up to \$1.00 per hour less than the contract calls for without violating this Agreement.

Note D - **Straight trucks with five (5) axles will receive thirty cents (\$.30) above the Group 2-wage rate.**

May 1, 2009 - One dollar and twenty five cents (\$1.25) per hour increase shall become effective May 1, 2009 or on the date of settlement of the new contract, whichever is later. If a higher rate has not been negotiated between the Unions and the AGC this rate will apply. Said increase shall be subject to the fringe benefit fund allocations.

ARTICLE XXXVI

SCOPE OF AGREEMENT. This Agreement shall govern all work done in the entire State of Minnesota on Highway-Heavy

Construction Projects for the Metropolitan areas of Minneapolis, St. Paul and Duluth. (See wage district map and/or counties).

Districts 1 & 2: Wright, Carver, Scott, Hennepin, Ramsey, Dakota, Washington, Anoka, Sherburne, and southern half of Chisago, St. Louis, Lake and Cook.

District 2A: Itasca County East of TH #6 and Carlton County.

District 3: Rice, Goodhue, Wabasha, Steele, Dodge, Olmsted, Winona, Freeborn, Mower Fillmore and Houston.

District 4: Balance of State.

ARTICLE XXXVII

WORKERS COMPENSATION. The AGC of Minnesota and the Minnesota Construction Conference of Teamsters hereby agree to enter into an Agreement and Declaration of Trust for the establishment of the AGC of Minnesota - Basic Construction Crafts Workers' Compensation-Fund (hereinafter The Fund) to provide workers' compensation benefits to eligible employees under this Collective Bargaining Agreement.

The operation of the Workers' Compensation program will be determined by the Trustees in accordance with the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the Trustees, and the parties hereby designate as their representatives of the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust. The parties hereto agree to

be bound by the delinquency collection procedures established by the Trustees of the Fund, as may be revised from time to time.

It is the purpose of this Trust Fund to provide employees who claim compensable personal injuries and occupational diseases occurring under Minnesota Workers' Compensation laws with benefits required by law. The amount of contributions to this Fund shall be established by the Trustees and may be changed from time to time.

ARTICLE XXXVIII

UNION DUES & D.R.I.V.E. AUTHORIZATION AND DEDUCTION The Employer agrees upon written authorization from the individual employee to deduct, from the employee's first paycheck each month, the *Union Dues for the current month worked*, and promptly remit the same to the Financial Secretary of the respective Union. The local will bill employer each month.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. Th

International Brotherhood of Teamsters will bill employer each month.

ARTICLE XXXIX

DURATION:

A. All terms of this Agreement shall take effect May 1, 2005.

B. This Agreement shall remain in full force and effect through April 30, 2009.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

FOR AGC OF MINNESOTA

David L. Semerad
DAVID SEMERAD, CHIEF EXECUTIVE OFFICER

Keith Kramer
KEITH KRAMER, DIRECTOR OF LABOR
RELATIONS

MINNESOTA CONSTRUCTION
CONFERENCE OF TEAMSTERS

Brad Slawson IA
BRAD SLAWSON, TEAMSTERS Local 120

Patrick Radzak Sec 1722
PATRICK RADZAK, TEAMSTERS LOCAL 346

Wayne Perleberg IA Teamsters
WAYNE PERLEBERG, TEAMSTERS LOCAL 160
For Independent Companies

Name of Company

Address

Telephone

Signature

Title

Date Signed

**FOR INFORMATION ON THE
HEALTH & WELFARE PLAN AND
PENSION PLAN, CONTACT**

**Minnesota Teamster Construction
Division
Fringe Benefits Fund
c/o Zenith Administrators
P.O. Box 31
Minneapolis, Minnesota 55440-0031
Phone 651-256-1802**