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Title: Highway, Railroad and Heavy Construction Division, Associated General Contractors of Minnesota and Lakes & Plains Regional Council of Carpenters & Joiners, United Brotherhood of Carpenters & Joiners of America (UBC) (2005)

K#: 8696

Employer Name: Highway, Railroad and Heavy Construction Division, Associated General Contractors of Minnesota

Location: MN

Union: Lakes & Plains Regional Council of Carpenters & Joiners, United Brotherhood of Carpenters & Joiners of America (UBC)

Local:

SIC: 1611

NAICS: 23731

Sector: P

Number of Workers: 6000

Effective Date: 05/01/05

Expiration Date: 04/30/08

Number of Pages: 25

Other Years Available: Y

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K8696

AGREEMENT BETWEEN
HIGHWAY, RAILROAD AND HEAVY CONSTRUCTION DIVISION
OF
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA
AND
LAKES AND PLAINS REGIONAL COUNCIL OF CARPENTERS AND JOINERS

2005*2006*2007
(Expires April 30, 2008)

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THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2 hereof, establishes rates of pay, wages, hours of employment, fringe benefits, and vacations where applicable, and other terms and provisions concerning employment relations and collective bargaining between or involving such parties on construction work in the State of Minnesota.

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 promises to establish, maintain, and promote sound and harmonious labor relations.

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

ARTICLE 2
DESIGNATION OF PARTIES

- (A) Associated General Contractors of Minnesota (hereinafter called AGC), and affiliated organizations are a party to this Agreement in a representative capacity and as agent only, acting on behalf of certain of its members who have agreed to be bound to the terms of the Agreement through AGC, and on behalf of such additional Employers as may execute identical counterparts. The AGC is 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 members who have agreed to be bound to the terms of this Agreement through the AGC, or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals but their status is several and not joint.

Such parties shall be bound by this Agreement unless the Council is notified in writing by those dissenting within thirty (30) days of the signing of this Agreement.

- (C) The labor organizations on their own behalf and on behalf of Carpenters, Piledrivers, and their Apprentices whom they represent and on whose behalf they are recognized (hereinafter called the Union) are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided.

ARTICLE 3 MILLWRIGHT JURISDICTION

While not a part of this Contract it is understood that the Twin City Millwright Local #548 has been granted by their International Union, jurisdiction over the all the State of Minnesota south of the north lines of Traverse, Grant, Douglas, Todd, Morrison, Mille Lacs, Kanabec and Pine counties. All counties north of the south line of Carlton, Aitkin, Cass, Crow Wing, Otter Tail, Wadena and Wilkin counties in which jurisdiction belongs to Virginia Millwrights Local #1348.

ARTICLE 4 UNION RECOGNITION

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

ARTICLE 5 SCOPE OF AGREEMENT

This Agreement shall govern all work done in the area defined as follows: (See wage district map).

DISTRICT 1 - Consisting of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright Counties and in Wisconsin: The area from St. Croix Falls on the north to Prescott on the south, bordered on the west by the St Croix River and on the east by Highway 35 from St. Croix Falls to Somerset, continuing south from Somerset to Hudson on County Road 1, south to River Falls on Highway 35 and west to Prescott on 35-29. The

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corporate or city limits (which ever is greater) of all cities and villages located on the Eastern border of this district shall be in District 1. This refers to cities and villages in Wisconsin only. See District 5 for remaining Wisconsin area).

DISTRICT 2 - Consisting of work within Duluth and Superior city limits.

DISTRICT 2A - Consisting of the Counties of Aitkin, Carlton, Cook, Crow Wing, Itasca, Koochiching, Lake, Pine, and St. Louis. Also in Wisconsin, Douglas County, and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, includes the cities of Drummond and Herbster.

DISTRICT 2B – Consisting of Benton, Kanabec, Mille Lacs and Sterns Counties.

DISTRICT 3 - Consisting of Blue Earth, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, LeSueur, Mower, Nicollet, Olmsted, Rice, Sibley, Steele, Wabasha, Waseca, and Winona Counties.

DISTRICT 4 - Consisting of Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Hubbard, Kittson, Lake of the Woods, Mahanomen, Marshall, Norman, Otter Tail, Pennington, Polk, Red Lake, Roseau, Wadena, Wilkin, Renville, Swift, Kandiyohi, Meeker, McLeod, Chippewa, Yellow Medicine, Lac Qui Parle, Brown, Watonwan, Martin, Jackson, Cottonwood, Redwood, Lyon, Murray, Nobles, Rock, Pipestone, Lincoln, Grant, Douglas, Todd, Morrison, Traverse, Big Stone, Stevens and Pope counties.

DISTRICT 5 – Consisting of the following territory in Wisconsin east of the St Croix River from Highway 70 on the north to the area on the south between Wisconsin Highways 35 and 65 and south of Interstate 94. The corporate or city limits (which ever is greater) of all cities and villages located on the Western border of this district shall be in District 1, and the corporate or city limits (which ever is greater) of all cities and villages located on the Eastern Border of this district shall be in District 5. This refers to cities and villages in Wisconsin only.

Deleted: Benton, Kanabec, Mille Lacs and Sterns Counties and

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ARTICLE 6 UNION SECURITY

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.

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**ARTICLE 7
INSURANCE AND TAXES**

- (A) The Employer agrees to carry any and all insurance and pay all applicable taxes as required by applicable State and Federal laws.
- (B) The Employer further agrees to pay the State Workmen's Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due under State and Federal laws.

**ARTICLE 8
CONFLICTING AGREEMENTS**

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

In the event the Unions signatory hereto enter into any agreement with any individual Employer or group of Employers competing in the highway and heavy construction industry which provides for terms and conditions of employment more favorable to said Employer than herein provided, these more favorable terms and conditions may, at the option of the Employers signatory hereto, be implemented as a part of this contract, provided the AGC-Basic Trades Liaison Committee has first met and studied the evidence and is convinced the Union has, in fact, given better conditions or wages to the other party. In the event the AGC-Basic Trades Liaison Committee deadlocks, the arbitration procedure in the grievance article will be followed to reach a final decision.

**ARTICLE 9
VIOLATIONS OF AGREEMENT**

In the event that the Employer deliberately violates the provisions of the foregoing Article or deliberately violates any provisions of this Agreement relating to wages, hours of work, 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 times the standard straight time and overtime rates. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provision, and in such case the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and overtime rate.

**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. Any controversy or grievance shall be deemed to be waived unless submitted in writing within

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ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance.

2. If a satisfactory settlement cannot be reached within five (5) working days the matter maybe brought to the AGC-Basic Trades Disputes Board, if both parties agree in writing. In such case the grieving party shall submit a written statement of the claim and facts of the matter to other parties including the Employer, the Union and the AGC. (The rules of the Disputes Board shall be those already adopted by the Joint Committee).

Both parties must sign Agreement to bring matter to Disputes Board. Both parties must sign the document binding them to the Board decision. If either party does not attend meeting after signing above and being notified of the meeting date and time, a decision will be rendered though they are not present. Decisions of the Disputes Board will be drafted at the conclusion of the meeting, signed by members of the Board, and distributed to both parties at that time.

3. The Disputes Board is to be made up of equal numbers of Management and Labor Representatives, who will meet regularly to settle any disputed, (other than jurisdictional disputes) to avoid work stoppages, or other problems affecting productivity. This Board shall have no power to add to, delete, or modify any of the terms or provisions of this Agreement. All decision of the Disputes Board shall be final and binding on the parties.

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

Should the Disputes Board, as established, be unable to reach a decision on the matter before it, or because of a deadlock (lack of majority) or if either party refuses to use the Joint Disputes Board then the matter may be referred to a Board of Arbitration that shall operate in the following manner: The Union shall appoint an Arbitrator and the Employer shall appoint an Arbitrator within ten (10) working days and the two Arbitrators thus selected shall appoint a Neutral Chairman. In the event of the failure of the Arbitrators selected by the parties to agree on a Neutral Chairman within ten (10) working days after the dispute is referred to Arbitration, they shall ask the Federal Mediation and Conciliation Service for a list of five (5) names from which the aggrieved party shall strike the first two (2) names and the other party shall then strike two (2) names, and the final name shall be selected as the Neutral Chairman. The Neutral Chairman thus selected shall set the time and place for hearing, which shall begin no later than ten (10) working days after his selection, with the final decision to be handed down in not more than ten (10) working days after the last hearing is held. The time may be extended by mutual agreement between the parties.

The decision of the Arbitrators shall be final and binding on signatories to this Agreement who are parties to the dispute; provided, however, that the Arbitrators shall have no power to add to, delete, or modify any provisions of this Agreement.

The Employer will pay all expenses of his Arbitrator and the Union will pay all expenses of its Arbitrator, and the Employer and the Union will share equally all fees and expenses of the Neutral Chairman.

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

**ARTICLE 11
MANAGEMENT**

Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with employees; to reduce or increase the number of employees needed on each project, crew, activity or piece of equipment. Management has the right to determine reasonable employment qualifications of employees and may discharge any employee whose work is unsatisfactory or who fails to observe reasonable regulations or safety precautions prescribed by the Employer or any governmental agency. The employee shall use any tool, equipment, machinery, new materials, products or procedures of his craft required by the Employer.

**ARTICLE 12
SAFETY**

- (A) Accident and injury free operations shall be the goal of the Employers and employees. To this end the Employer and the employee will, to the best of their ability abide by and live up to the requirements of the State and Federal Construction Safety Codes and Regulation.
- (B) To this end the Employer shall from time to time issue rules or notices to his employees regarding on-the-job safety requirements. Any employee violating such rules or notices may be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.

**ARTICLE 13
LOCKOUTS, PICKETS AND STRIKES**

- (A) The Union and the Employer agree that there will be no strike, work stoppage walkout or other interference with the Employer's business affairs by the Union or member thereof, and there shall be no lockout during the life of this Agreement without first giving the Employer forty-eight (48) hours notice, and sending the dispute through the procedure established in Article 9.
- (B) The Employers shall not require any employee to go through a primary picket line or banner to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee decided 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.

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(C) The Unions agree there shall be no cessation of work or any recognition of picket lines of any Union, without first giving notice to the Employer.

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(D) The Union will not honor any jurisdictional banner.

(E) Spread-work tactics, slow down, stand-by crews; forcing of overtime is condemned by both parties.

ARTICLE 14 SUBCONTRACTORS

(A) If the Employer subcontracts work to be performed at the jobsite, the Employer shall require the Subcontractor to sign a subcontract agreement containing the following provisions: The subcontractor agrees to comply with the provisions relating to wages, health and welfare and premium pay of the **current** collective bargaining agreements of the Highway-Heavy Construction Industry entered into between the Employers and the Union for the duration of such prime Contractor or Employer's project:

The Agreement of the Subcontractor to so comply shall apply:

1. Only to those collective bargaining agreements which cover classifications of work in which the Subcontractor has employees working on the project; and
2. Only to work performed on the project.

(B) The Employer shall require the Subcontractor to sign a subcontract agreement containing the foregoing provisions only:

1. With respect to work located in territorial areas covered by the terms of the respective Union agreements; and
2. Where the Subcontractor does not represent to the Employer that he has established building trades collective bargaining relationship covering the affected classification of work.

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ARTICLE 15 UNION REPRESENTATIVES

Authorized Representatives of the Union may visit the job during working hours, but shall first make a reasonable effort to contact the job superintendent, or whoever is in charge of the job. In the event neither is available, said Representative shall leave their business card in the job office before contacting employees. Said Representatives shall not unduly hinder or interfere with the progress of the work, and must comply with all safety regulations on the job.

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**ARTICLE 16
ROTATION OF EMPLOYEES**

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

**ARTICLE 17
PAYROLL RECORDS**

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

**ARTICLE 18
FRINGE BENEFITS**

The Employer agrees to contribute every month, not later than the 15th of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Vacation, Dental, Apprenticeship and Promotion Funds as they may be established, an amount for each hour worked by all employees covered by this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees. The Funds' Trustees shall equally represent the Union and the Employer. The terms of the Trust Agreement establishing those funds are hereby incorporated as a part hereof.

- (A) An Employer shall be considered "delinquent" for a particular work month or work week in the case of Employers on weekly reporting under (C) below if its required report and the payment for that month (week) are not postmarked on or before the 15th day of the following month (Friday of the following week) (the "due date"), irrespective of whether such delinquency is willful or otherwise.
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- (B) Contributions, which are delinquent, as defined in (A) above shall be deemed to be "unpaid contributions" for purposes of the Funds' remedies pursuant to this Agreement and applicable law. An Employer who is delinquent and has unpaid contributions shall be required to pay to the Funds an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreements, or if greater, two times the specified interest on the unpaid contributions.
- (C) If an Employer become delinquent for a particular work month as to any or all Trust Funds, such Employer shall, in addition to other remedies provided herein, be required to make reports and payments on a weekly basis without further delinquency for a period of 26 consecutive weeks following the original delinquency. Weekly basis shall mean that the Employer's reports and payment for a particular workweek shall be due on the Friday of the following week (the "due date"). An Employer's report and payment shall be considered "delinquent" if not postmarked on or before such day.

(D) The Employer may demand that the question of his failure to pay the amount due the Trusts be submitted to arbitration according to the Contract. Providing such request in submitted to the Union in writing within 72 hours after receipt of the above notice, and provided further that the Employer deposit in escrow with the Administrator of the Fund the amount of the claimed delinquent payments. Upon the filing of the request for arbitration and the depositing of the amount in dispute, the Union will not engage in any economic activities pending the resolution of such dispute.

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(E) Illustration of clauses A, B, C and D: If an Employer's report and payment for the January work month have not been postmarked before February 16, such Contractor becomes delinquent at that point and must pay the full amount due, plus interest and 10% as liquidated damages or, if greater, double interest. In addition, the Employer shall be placed on the weekly reporting basis for workweeks commencing after February 16. Reports and payments shall then be due each week on the Friday of the week following the work week until the Employer has completed 26 consecutive weeks without further delinquency.

(F) The delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Fund, 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.

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

If any Employer fails or refuses to furnish its payroll records to the Trustees or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees may enforce such right by legal action in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction of the Trustees.

(H) The Unions shall also have the right to take economic action, including but not limited to the right to refuse to supply men; to enforce the rights enumerated in this Article on behalf of the Unions and the Trustees. The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to employees employed in job classifications under this contract.

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**ARTICLE 19
SAVING CLAUSE**

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

**ARTICLE 20
DURATION**

- (A) This Agreement covers the entire understanding between the parties hereto. Anything, which is not contained herein (except the Letter of Understanding executed by the parties relating to Picket Lines dated July 3, 1975), will be of no force or effect upon any party hereto.
- (B) All terms of this Agreement shall take effect on **May 1, 2005**. Deleted: 1
- (C) This Agreement shall remain in full force and effect through **April 30, 2008**. Deleted: 5
- (D) 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.
- (E) 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.

SUPPLEMENTS

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**SECTION 1
HOURS OF WORK, SATURDAY AND SUNDAY**

In the event a contractor wishes to deviate from the regular work hours, he shall first contact the Local Union Representative in whose jurisdiction the project is being done to secure mutual agreement. It shall be understood that there shall be no pyramiding of overtime.

- (A) **Hours of Work - District 1** - Where a single shift is worked, eight (8) hours shall constitute a workday and forty (40) hours a workweek. All time worked in excess of eight (8) hours in one work day and forty (40) hours in one work week, shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate. Time and one-half (1-1/2) shall be paid for all work performed on Saturday, except for shift work as specified below. Double time shall be paid for all work performed on Sunday and the following

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holidays: New Year's Day, Memorial Day, Independence Day, Labor day, Thanksgiving Day and Christmas Day, except for shift work as specified below. Should one of the recognized holidays occur on Saturday it shall be observed on Friday, should it occur on Sunday it shall be observed on Monday.

District 2, 2A, 3, and 5 - Where a single shift is worked, eight (8) hours shall constitute a workday and forty (40) hours a workweek. All time worked in excess of eight (8) hours in one work day and forty (40) hours in one work week or on Saturday shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate, except for shift work as specified below. Double time shall be paid for all work performed on Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, except for shift work as specified below. Should one of the recognized holidays occur on Saturday it shall be observed on Friday, should it occur on Sunday it shall be observed on Monday.

District 4 - Where a single shift is worked, ten (10) hours shall constitute a workday, Monday through Friday, and forty (40) hours a workweek. All time worked in excess of ten (10) hours in one work day, Monday through Friday, and forty (40) hours in one work week shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate. Time and one half (1-1/2) shall be paid for all work performed on Saturday except for shift work as specified below. Double time shall be paid for all work performed on Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except for shift work as specified below. Should one of the recognized holidays occur on Saturday it shall be observed on Friday, should it occur on Sunday it shall be observed on Monday.

- (B) Definition of Saturday and Sunday - All work performed between midnight Friday and midnight Saturday shall be classified as Saturday work. All work performed between midnight Saturday and midnight Sunday shall be classified as Sunday work.
- (C) Shifts - Districts 1, 2, 2A, 3, 4 and 5 - Where two shifts are worked each shift shall consist of eight (8) hours work and all employees who work such shifts shall receive eight (8) hours pay. Where three (3) shifts are worked, eight (8) hours of continuous employment shall constitute the first shift. Seven and one-half (7-1/2) hours shall constitute the second shift, and seven (7) hours shall constitute the third shift. All employees who work the second and third shifts shall receive eight- (8) hours pay.
- (D) Employees shall receive full-time pay for all time spent in the service of Employers. There shall be no split shifts.
- (E) Over Time Premiums shall be paid on all taxable monies (base wage and vacation fund, etc.).

**SECTION 2
CLASSIFICATIONS AND WAGE RATES**

- (A) Any question relative to the classification of a workman will be settled by the Employer and the Union.
- (B) Where materials are brush coated or pressure treated with toxic carbolimeum or toxic Creosote prior to installation or handling, all men actually engaged in brush coating, installing or handling such materials shall be paid \$.75 per hour additional. Installation shall include framing, boring and bolting up of materials. The above shall apply to the removal and salvage of materials to be reused, which have been brush coated or pressure treated with toxic carbolimeum or toxic creosote. The above does not apply to demolition work.
- (C) \$.30 per hour premium shall be paid for work performed in tunnel work (including sewer tunnels) below ground not in an open excavation.
- (D) A premium of \$.50 per hour above the Journeyman scale shall be paid for all welders while welding. A premium of \$1.00 per hour above the Journeyman scale shall be paid for all certified welders (Minnesota Highway Department Certification) while welding.
- (E) The minimum scale for Foreman in the above classifications shall be \$1.75 per hour above the Journeyman scale.
- (F) Carpenters, Millwrights and Piledriver Apprentices shall be governed by the provisions of the Apprenticeship Standards of the area in which the apprentice is indentured.
- (G) **HAZARDOUS WASTE:**

Employees working on hazardous waste projects for which a site specific safety plan (Site Safety Plan) has been prepared in accordance with the requirements of 29 CFR 1910.120 or 1926.65, as applicable, will be paid for all reasonable time spent on personal preparation and clean-up, i.e., suiting up, personal decontamination, etc. required by the Site Safety Plan.

If the Site Safety Plan requires employees to wear Level C or higher personal protective equipment (PPE), such employees shall be allow to take paid personal relief breaks as necessary to reduce body core temperature while under heat conditions or as required by OSHA regulations. Personal relief breaks will be taken outside the Exclusion Zone. The Employer will determine the time during the shift when relief breaks will be taken. Relief breaks will not be taken simultaneously by all employees, unless so directed by the Employer.

The Union agrees that the amount of time reasonably required for personal preparation and cleans up, and the number and length of personal relief breaks to be taken during a shift shall be determined by the Employer. The Union acknowledges that personal relief

breaks are granted solely as necessary to protect the health and safety of employees and agrees that they will not be abused.

If the Site Safety Plan required employees to wear Level C or higher PPE, they will be paid the following premiums over the wage rate normally applicable to their classifications.

<u>PPE Required</u>	<u>Wage Premium</u>
Level A	\$1.25
Level B	\$.90
Level C	\$.60

An employee who elects to wear PPE at a level higher than required by the Site Safety Plan will be paid only for the level of PPE actually required by the Site Safety Plan.

Levels of PPE are as defined in Appendix B to 29 CFR 1910.120 or 1926.65, as applicable.

(H) WORKER READINESS:

The Union and Employers recognize the value of a skilled and motivated workforce to this end, Labor and Management agree as follows:

1. During the term of this Agreement, all workers covered by this Agreement shall attend and successfully complete the OSHA 10 Hour course at the area JATC.
2. During the term of this Agreement all workers covered by this Agreement should attend a minimum of 8 hours of skill improvement classes sponsored either by the Employer or the area JATC.
3. Scheduling of these courses shall be the responsibility of the Employer in collaboration with the Union and the JATC.
4. Upon demonstration by the employee of completion of paragraph one (1) and two (2) of this section the employee shall receive a one-time premium of \$.20 per hour for the life of this agreement.

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**HIGHWAY/HEAVY WAGE RATES FOR
CARPENTERS & PILEDRIVERS
5/1/2005 - 4/30/2008**

On future projects in Counties with low pre-d's or no pre-d's.
85% of Union scale plus full fringes EXCEPT:

1. On heavy industrial sites

2. South portion of Chisago County
All of Washington County
All of Dakota County
All of Scott County
All of Carver County
All of Hennepin County
All of Ramsey County
All of Anoka County
All of Sherburne County
All of Wright County
All of St. Louis County
All of Lake County
All of Cook County

That part of Carlton County consisting of the Cities of: Thomson, Cloquet, Scanlon, and Carlton or when it is mutually agreed between the Union and the Employer that a reduction is necessary.

Effective May 1st of each Year

- District 1 -- Increase of \$1.55 per hour 2005, 2006, 2007
- District 2 & 2A -- Increase of \$1.55 per hour 2005, 2006, 2007
- District 2B -- Increase of \$1.55 per hour in 2005, 2006, 2007
- District 3 -- Increase of \$1.50 per hour 2005, 2006, 2007
- District 4 -- Increase of \$1.35 per hour 2005, \$1.10 per hour 2006, 2007
- District 5 -- Increase of \$1.35 per hour 2005, 2006, 2007

LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS WAGE RATES

DISTRICT 1 - METROPOLITAN AREA - ISANTI, CHISAGO, ANOKA, WASHINGTON, HENNEPIN, RAMSEY, CARVER, SCOTT, DAKOTA, WRIGHT AND SHERBURNE COUNTIES AND IN WISCONSIN: THE AREA FROM ST. CROIX FALLS ON THE NORTH TO PRESCOTT ON THE SOUTH, BORDERED ON THE WEST BY THE ST CROIX RIVER AND ON THE EAST BY HIGHWAY 35 FROM ST. CROIX FALLS TO SOMERSET, CONTINUING SOUTH FROM SOMMERSET TO HUDSON ON COUNTY ROAD 1, SOUTH TO RIVER FALLS ON HIGHWAY 35 AND WEST TO PRESCOTT ON 35-29. THE CORPORATE OR CITY LIMITS (WHICH EVER IS GREATER) OF ALL CITIES AND VILLAGES LOCATED ON THE EASTERN BORDER OF THIS DISTRICT SHALL BE IN DISTRICT 1. THIS REFERS TO CITIES AND VILLAGES IN WISCONSIN ONLY.

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Deleted: .25 per hour in 2001 - \$1.35 in 2002 - \$1.45 in 2003 - \$1.50 in 2004
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Deleted: \$1.25 per hour in Benton, Kanabec, Mille Lacs and Sterns counties and \$1.46 per hour in the Wisconsin portion (old 1-B Rate) in 2001 - \$1.35 in 2002 - \$1.45 in 2003 - \$1.50 in 2004
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	Base Wage	Defined Benefit H&W Pension	Defined Contr. Pension	Dues/Vacation	UBC H&S Apprenticeship & Training	Total
DISTRICT 1 - METROPOLITAN AREA						
5/1/05	\$28.22	\$5.13 \$4.50	\$1.00	\$2.04	\$.23	\$41.12
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2 - CARPENTERS LOCAL 361 - DULUTH & SUPERIOR CITY LIMITS						
5/1/05	\$25.06	\$5.05 \$4.36	\$1.89	\$2.11	\$.35	\$38.82
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2 - MILLWRIGHT LOCAL 1348 - DULUTH & SUPERIOR CITY LIMITS						
5-1/05	\$25.42	\$5.05 \$4.40	\$1.02	\$2.98	\$.35	\$39.22
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2A - CARPENTERS LOCAL 361 - CARLTON, COOK, LAKE, ST. LOUIS COUNTIES, MINNESOTA & DOUGLAS, WESTERN BAYFIELD COUNTIES, WISCONSIN.						
5-1-05	\$24.66	\$5.05 \$4.36	\$1.89	\$2.11	\$.35	\$38.42
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2A - CARPENTERS LOCAL 361 - AITKIN COUNTY						
5-1-05	\$23.36	\$5.05 \$4.36	\$1.89	\$2.11	\$.35	\$37.12
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2A - PINE COUNTY						
5/1/05	\$25.59	\$5.13 \$4.50	\$1.00	\$1.97	\$.23	\$38.42
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2A - CARPENTERS LOCAL 606 - ITASCA, KOOCHICHING, LAKE, and ST. LOUIS COUNTIES						
5-1-05	\$25.68	\$5.05 \$4.30	\$1.14	\$1.90	\$.35	\$38.42
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2A - MILLWRIGHT LOCAL 1348 - AITKIN, CARLTON, COOK, CROW WING, ITASCA, KOOCHICHING, LAKE, ST. LOUIS COUNTIES, MINNESOTA & DOUGLAS, WESTERN BAYFIELD COUNTIES, WISCONSIN						
5-1-05	\$25.02	\$5.05 \$4.40	\$1.02	\$2.98	\$.35	\$38.82
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 2B - BENTON, KANABEC, MILLE LACS AND STEARNS COUNTIES.						
5-1-05	\$23.05	\$5.13 \$4.35	\$1.00	\$1.91	\$.23	\$35.67
5/1/06	\$1.55 Increase					
5/1/07	\$1.55 Increase					
DISTRICT 3 - BLUE EARTH, DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE, HOUSTON, LESUEUR, MOWER, NICOLLET, OLMSTED, RICE, SIBLEY, STEELE, WABASHA, WASECA, AND WINONA COUNTIES.						
5/1/05	\$23.81	\$5.13 \$3.90	\$.40	\$1.90	\$.23	\$35.37
5/1/06	\$1.50 Increase					
5/1/07	\$1.50 Increase					

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6-4-01 . \$24.67 . \$2.75 . \$3.70 . \$1.00 . \$1.82 . \$1.18 . \$34.12¶

5-1-02 . \$26.17 . \$3.00 . \$3.70 . \$1.00 . \$1.92 . \$1.8 . \$35.97¶

5-1-03 . \$26.78 . \$3.85 . \$3.95 . \$1.00 . \$1.97 . \$2.23 . \$37.77¶

5-1-04 . \$27.50 . \$4.83 . \$4.00 . \$1.00 . \$2.01 . \$2.23 . \$39.57

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6-4-01 . \$23.29 . \$2.75 . \$2.95 . \$1.00 . \$1.60 . \$1.18 . \$31.77¶

5-1-02 . \$24.64 . \$3.00 . \$2.95 . \$1.00 . \$1.70 . \$1.18 . \$33.47¶

5-1-03 . \$24.75 . \$3.85 . \$3.45 . \$1.00 . \$1.89 . \$2.23 . \$35.17¶

5-1-04 . \$24.80 . \$4.83 . \$4.00 . \$1.00 . \$2.01 . \$2.23 . \$36.87

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6-4-01 . \$23.29 . \$2.75 . \$2.95 . \$1.00 . \$1.60 . \$1.18 . \$29.57¶

5-1-02 . \$22.09 . \$3.00 . \$2.95 . \$1.00 . \$1.70 . \$1.18 . \$30.92¶

5-1-03 . \$22.86 . \$3.85 . \$3.20 . \$.40 . \$1.83 . \$2.23 . \$32.37¶

5-1-04 . \$23.15 . \$4.83 . \$3.40 . \$.40 . \$1.86 . \$2.23 . \$33.87

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Base Wage	Defined Benefit		Defined Contr.	Dues/ Vacation	UBC H&S Apprenticeship & Training	Total	
	H&W Pension	Pension					
DISTRICT 4 - RENVILLE, SWIFT, KANDIYOHI, MEEKER, McLEOD, CHIPPEWA, YELLOW MEDICINE, LAC QUI PARLE, BROWN, WATONWAN, MARTIN, JACKSON, COTTONWOOD, REDWOOD, LYON, MURRAY, NOBLES, ROCK, PIPESTONE, LINCOLN, GRANT, DOUGLAS, TODD, MORRISON, TRAVERSE, BIG STONE, STEVENS AND POPE COUNTIES							
5/1/05	\$20.62	\$5.13	\$3.84	\$5.50	\$1.82	\$23	\$32.14
5/1/06	\$1.10 Increase						
5/1/07	\$1.10 Increase						
DISTRICT 4 - CARPENTERS LOCAL 606 - BECKER, BELTRAMI, CASS, CLAY, CLEARWATER, CROW WING, HUBBARD, KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, OTTER TAIL, PENNINGTON, POLK, RED LAKE, ROSEAU, WADENA, WILKIN COUNTIES							
5-1-05	\$19.40	\$5.05	\$4.30	\$1.14	\$1.90	\$35	\$32.14
5/1/06	\$1.10 Increase						
5/1/07	\$1.10 Increase						
DISTRICT 5 - THE FOLLOWING TERRITORY IN WISCONSIN EAST OF THE ST CROIX RIVER FROM HIGHWAY 70 ON THE NORTH TO THE AREA ON THE SOUTH BETWEEN WISCONSIN HIGHWAYS 35 AND 65 AND SOUTH OF INTERSTATE 94, <u>THE CORPORATE OR CITY LIMITS (WHICH EVER IS GREATER) OF ALL CITIES AND VILLAGES LOCATED ON THE WESTERN BORDER OF THIS DISTRICT SHALL BE IN DISTRICT 1, AND THE CORPORATE OR CITY LIMITS (WHICH EVER IS GREATER) OF ALL CITIES AND VILLAGES LOCATED ON THE EASTERN BORDER OF THIS DISTRICT SHALL BE IN DISTRICT 5. THIS REFERS TO CITIES AND VILLAGES IN WISCONSIN ONLY.</u>							
5/1/05	\$23.05	\$5.13	\$4.35	\$1.00	\$1.91	\$23	\$35.67
5/1/06	\$1.35 Increase						
5/1/07	\$1.35 Increase						

If other Local Unions adopt a Fringe Fund Program, they are encouraged to use the established Funds listed below, and which would reduce the wage rate in their area by a like amount.

Wilson-McShane
3001 Metro Drive, Suite 500
Bloomington, MN 55420
952/854-0795

Wisconsin State Carpenters Pension Fund
P.O. Box 4002
Eau Claire, WI 54701
715/835-3274

Duluth Building Trades Welfare Fund
314 W Superior St #750
Duluth, MN 55802
218/727-6668

North Central Carpenters
Supplemental Retirement Plan
314 W Superior St #750
Duluth MN 55802
218/727-6668

Duluth Building Trades Vacation Fund
314 W Superior St #750
Duluth, MN 55802
218/727-6668

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\$2.50 \$2.95 \$3.80 \$1.60
\$1.8 \$27.34
6-4-01 \$18.86
\$2.75 \$2.95 \$1.00 \$1.60
\$1.8 \$27.34
5-1-02 \$19.61
\$3.00 \$2.95 \$1.00 \$1.70
\$1.8 \$28.44
5-1-03 \$19.98
\$3.85 \$3.27 \$5.50 \$1.76
\$23 \$29.59
5-1-04
\$20.10 \$4.83 \$3.34 \$5.50 \$1.79
\$23 \$30.79

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5-1-01 \$21.24 \$2.50
\$3.70 \$80 \$1.60
\$1.8 \$30.02
6-4-01 \$20.79 \$2.75
\$3.70 \$1.00 \$1.60
\$1.8 \$30.02
5-1-02 \$21.79
\$3.00 \$3.70 \$1.00 \$1.70
\$1.8 \$31.37
5-1-03 \$22.20
\$3.85 \$3.70 \$1.00 \$1.84
\$23 \$32.82
5-1-04
\$22.54 \$4.83 \$3.85 \$1.00 \$1.87
\$23 \$34.32

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LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS & JOINERS

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Base Benefit Contr. Apprenticeship

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750 Torrey Bldg.

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Should the Employer's hourly contribution rate be increased to a rate higher than that shown above, such contribution increase shall operate to reduce the basic wage rate by a like amount.

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**SECTION 3
PAYDAY AND WAGE PAYMENTS**

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- (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 on the designated payday. Employers may utilize alternative forms of paycheck distribution, such as mailing. If the paycheck is mailed, it shall be mailed at least one (1) day prior to the Employers designated payday based on the envelopes postmark to be considered timely. A 2-hour penalty per working day may be imposed for any violation of the above. Electronic direct deposit payment will also be acceptable if agreed to by employee.
- (C) When an employee is laid off or discharged he/she shall receive all money due him/her in cash or negotiable check within twenty-four (24) hours. If the employee does not appear to collect his/her check, the Employer will immediately mail his/her check to the employee's last known address. For every day of delay in payment of wages due to a laid-off or discharged employee, the Employer shall pay the employee two hours' straight time pay for each day of delay.
- (D) An employee who quits will be paid any wages due him/her at the next regular payday.
- (E) The Employer agrees to provide the following information on employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, net pay, contractor name and address.
- (F) When, as and if money is paid to an employee under this Agreement on account of board, lodging, travel expense, or the costs of other facilities, said payment is intended to reimburse the employee for all or a part of the expenses actually incurred by him in the furtherance of the Employer's interests. Such payment shall not be included as part of the wage paid to the employee.

**SECTION 4
CALL IN PAY**

- (A) When an employee is called to work, he shall receive two (2) hours' pay if not put to work, but he must remain on the jobsite in order to receive this two (2) hours' pay.
- (B) If an employee is called to work and is directed to go to work, he shall receive a minimum of four (4) hours' pay, but he must remain on the jobsite.
- (C) These provisions, however, are not to be effective when work is unable to proceed because: (1) railroads, suppliers or common carriers fail to make deliveries as scheduled;

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(2) the engineer refuses to permit work; and (3) Acts of God, including weather conditions will not permit work.

SECTION 5 HIRING

- (A) When the Employer adds employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants, from the immediate area.
- (B) When calling the Union for employees, the Employer agrees to give forty-eight (48) hours notice. There shall be no discriminating against any prospective employee, by the Employer or the Union because of affiliation or non-affiliation with the Union, race, color, sex, age, political, religious beliefs, disability, national origin, martial status or **protected concerted activity**.
- (C) The Union agrees that to the best of its ability all applicants for employment referred to an Employer shall be experienced in the classification requested.

SECTION 6 STEWARD

The Union Representative shall have the right to designate a Steward, or Stewards, from among the employees on the job, and shall notify the Employer or his Representative on the job, in writing, of the designated Steward. The Steward shall not be discriminated against for performing the normal duties of a Steward in a reasonable manner.

SECTION 7 CONDITIONS OF EMPLOYMENT

- (A) The Contractor shall provide a proper tool shed to store tools of employees and in which to eat their lunches, such shelter to be heated in cold weather.
- _____ Fresh water and drinking cups shall be furnished by the Employer. The Contractor shall furnish all power tools. While tools are in storage in said shed the Employer shall indemnify each employee for tool and welding equipment losses caused by fire, theft, wind, burglary, forcible entry up to a maximum of **\$600.00** on Highway jobs and up to **\$600.00** on Heavy-Industrial jobs, provided employee produces a receipt for purchase of new tools.
- (B) No employee shall be required as a condition of employment to furnish his own truck.
- (C) The contractor shall pay for sharpening of all saws.
- (D) No employee is required to work six (6) consecutive hours without a meal break of thirty (30) consecutive minutes, he shall be compensated for the thirty (30) minutes so worked

at the applicable rate of pay. This shall not be construed to deny any employee time to eat his meal. In addition to the above break, the employee shall be entitled to a break in the forenoon and afternoon but shall not otherwise hinder the progress of the job. The forenoon and the afternoon break shall not exceed ten (10) minutes from the time the employee stops working until he/she resumes work, and shall be taken in close proximity of the employee's work station. On shift work, this Article shall also apply.

SECTION 8 EMERGENCY OVERTIME

- (A) It is mutually agreed that in case of work required because of emergencies caused by floods, fire or disaster affecting a general area or community endangering life or property, all overtime as required in this Agreement shall be waived pending the time of emergency, and the Contracting Officer and Unions who are signators to this Agreement shall determine the duration thereof.

SECTION 9 TRAINING PROGRAM

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- (A) If and when a mutually agreed to On-The-Job Training Program is established, the following rate of pay shall be in effect.

0 - 499 hours, 60% of Journeyman rate
500 - 999 hours, 75% of Journeyman rate
1000 hours and over, Journeyman rate

SECTION 10 APPRENTICESHIP & TRAINING FUND

- (A) The Employer shall contribute the required cents per hour for each hour worked to North Central Carpenters Training Fund and the Twin Cities Apprenticeship and Training Fund under a Trust Agreement, to which the Employer shall be automatically bound.
- (B) The parties to this Agreement recognize that OSHA requires that workers are trained in safety matters in order to be employed on work sites and employers may require such training to be a condition of employment. It is also recognized that the cost of providing this training is the responsibility of the Employer, but is also for the benefit of the employee, and therefore time spent in training will not be compensated. This training shall be administered by the Joint Apprenticeship Committee.
- (C) The parties agree to sponsor a "Recruitment Program" which will allow high school students to work on construction sites under supervision of a journeyman according to the guidelines/rules adopted by the Minnesota Department of Children, Families and Learning. The program shall be supervised by the Joint Apprenticeship Committee.
- (D) The Union agrees to actively participate with the Employer in formulating and implementing apprenticeship and training programs that are needed by the industry. The Union and the Employer agree to cooperate and utilize the service of a trained specialist

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to develop plans and programs to improve the present plan. The cost of these programs will be borne by the Fund.

- (E) Contractors who employ apprentices during times when the apprentices must attend school for mandatory apprentice training sessions shall lay off the apprentices for the period of the training sessions, and they shall report the lay offs as having been taken under the terms of a collective bargaining agreement to attend apprentice training school. The Union, employer and apprentice agree to take all reasonable steps to facilitate the apprentices' receipt of employment benefits when attending mandatory training. (We agree to schedule training during the off season).

SECTION 11 PRE-JOB CONFERENCE

The Employer shall communicate with the Union prior to starting work on any project over \$50,000.00.

SECTION 12 DEFINITION OF WORK

Heavy construction and railroad contracting work is defined as constructing substantially in its entirety and fixed structures and other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation (not including General Building Construction except as to grading on site), railroads and street railway construction projects, sewage treatment plants, watermains, grade separations, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydroelectric development, duct lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, airports, (excluding general building construction), excavation and disposal of earth and rock including the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services. Highway construction work is defined as all work ordinarily included in highway construction contract, bridges, underground utilities and street grading, street paving, curb setting, sidewalks, etc.

SECTION 13 WORKER'S COMPENSATION PROGRAM

The parties agree to enter into an Agreement and Declaration of Trust for the establishment of a Construction Crafts Worker's Compensation Fund (hereinafter the "Fund") to provide Worker's Compensation benefits to eligible employees under this collective bargaining agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees, and will be funded from contributions from Employers on behalf of employees covered by this collective bargaining agreement.

The operation of the Worker's Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by 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 on 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.

**SECTION 14
DRUG/ALCOHOL ABUSE PROGRAM**

The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the AGC of Minnesota and the Lakes and Plains Regional Council of Carpenters & Joiners is incorporated herein by reference and is made a part of the collective bargaining agreement between the Lakes & Plains Regional Council of Carpenters, and the Associated General Contractors of Minnesota.

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During the life of this Agreement should the Union agree to allow the use of random drug testing as a term of another Industry Agreement or through the L/U/C/ Uniform Drug & Alcohol Policy, those terms shall be incorporated into and made a part of this Agreement.

**SECTION 15
LABOR MANAGEMENT GROUP**

(A) A Labor Management Group will be formed to address industry issues.

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LAKES & PLAINS REGIONAL COUNCIL AFFILIATED LOCAL UNIONS

87 – St. Paul
361 – Duluth
464 – Mankato
606 – Virginia
851 – Anoka,

930 – St. Cloud,
1382 – Rochester,
1644 – Minneapolis
1847 – Piledrivers
1348 – Virginia Millwrights

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NORTH CENTRAL REGIONAL COUNCIL AFFILIATED LOCAL UNIONS¶
361 – Duluth¶
606 – Virginia¶

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HIGHWAY, RAILROAD AND HEAVY CONTRACTORS AGREEMENT

ACCEPTANCE OF AGREEMENT

DATE: _____

The Undersigned Employer hereby agrees to abide by the terms and conditions of this Agreement on all work covered by this Agreement. This Agreement to expire **April 30, 2008**.

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Receipt of a copy of the Highway, Railroad and Heavy Contractors Agreement is hereby acknowledged.

EMPLOYER'S SIGNATURE _____ Print Name

COMPANY _____ Federal Tax ID Number

ADDRESS _____ Email Address

CITY STATE ZIP _____ Fax Number

PHONE NUMBER

ACCEPTED BY FIELD REPRESENTATIVE

EXECUTIVE SECRETARY/TREASURER DATE: _____

Lakes & Plains Regional Council of Carpenters & Joiners
ACCEPTED BY REGIONAL COUNCIL

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HIGHWAY, RAILROAD AND HEAVY CONTRACTORS AGREEMENT

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DATE: _____

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Deleted: 5

Receipt of a copy of the Highway, Railroad, and Heavy Contractors Agreement is hereby acknowledged.

EMPLOYER'S SIGNATURE **Print Name**

COMPANY **Federal Tax ID Number**

ADDRESS **Email Address**

CITY **STATE** **ZIP** **Fax Number**

PHONE NUMBER

ACCEPTED BY FIELD REPRESENTATIVE

DATE:

EXECUTIVE SECRETARY/TREASURER

Lakes & Plains Regional Council of Carpenters & Joiners

ACCEPTED BY REGIONAL COUNCIL

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EMPLOYER'S SIGNATURE

COMPANY

ADDRESS

CITY . . STATE . ZIP

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LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS & JOINERS

	Base Wage Total	H&W	Defined Benefit Pension	Defined Contr. Pension	Vac.	UBC H&S Apprenticeship & Training
DISTRICT 2 - CARPENTERS LOCAL 361 - DULUTH & SUPERIOR CITY LIMITS						
5-1-01	\$22.26 \$32.17	\$3.35	\$3.20	\$1.20	\$1.91	\$.25
5-1-02	\$22.91 \$33.87	\$3.80	\$3.40	\$1.35	\$2.11	\$.30
5-1-03	\$23.66 \$35.57	\$4.30	\$3.80	\$1.35	\$2.11	\$.35
5-1-04	\$24.41 \$37.27	\$4.69	\$4.11	\$1.60	\$2.11	\$.35
DISTRICT 2 - MILLWRIGHT LOCAL 1348 - DULUTH & SUPERIOR CITY LIMITS						
5-1-01	\$21.12 \$32.57	\$3.35	\$4.05	\$1.86	\$1.94	\$.25
5-1-02	\$22.28 \$34.27	\$3.80	\$4.05	\$1.86	\$1.98	\$.30
5-1-03	\$23.28 \$35.97	\$4.30	\$4.30	\$.86	\$2.98	\$.35
5-1-04	\$24.33 \$37.67	\$4.69	\$4.30	\$1.02	\$2.98	\$.35
DISTRICT 2A - CARPENTERS LOCAL 361 - CARLTON, COOK, LAKE, ST. LOUIS COUNTIES, MINNESOTA & DOUGLAS, WESTERN BAYFIELD COUNTIES, WISCONSIN.						
5-1-01	\$21.86 \$31.77	\$3.35	\$3.20	\$1.20	\$1.91	\$.25
5-1-02	\$22.51 \$33.47	\$3.80	\$3.40	\$1.35	\$2.11	\$.30
5-1-03	\$23.26 \$35.17	\$4.30	\$3.80	\$1.35	\$2.11	\$.35
5-1-04	\$24.01 \$36.87	\$4.69	\$4.11	\$1.60	\$2.11	\$.35
DISTRICT 2A - CARPENTERS LOCAL 361 - AITKIN COUNTY						
5-1-01	\$20.56 \$30.47	\$3.35	\$3.20	\$1.20	\$1.91	\$.25
5-1-02	\$21.21 \$32.17	\$3.80	\$3.40	\$1.35	\$2.11	\$.30
5-1-03	\$21.96 \$33.87	\$4.30	\$3.80	\$1.35	\$2.11	\$.35

5-1-04	\$24.01	\$4.69	\$4.11	\$1.60	\$2.11	\$.35
	\$35.57					

DISTRICT 2A - MILLWRIGHT LOCAL 1348 - AITKIN, CARLTON, COOK, CROW WING, ITASCA, KOOCHICHING, LAKE, ST. LOUIS COUNTIES, MINNESOTA & DOUGLAS, WESTERN BAYFIELD COUNTIES, WISCONSIN

5-1-01	\$20.72	\$3.35	\$4.05	\$1.86	\$1.94	\$.25
	\$32.17					
5-1-02	\$21.88	\$3.80	\$4.05	\$1.86	\$1.98	\$.30
	\$33.87					
5-1-03	\$22.88	\$4.30	\$4.30	\$.86	\$2.98	\$.35
	\$35.57					
5-1-04	\$23.93	\$4.69	\$4.30	\$1.02	\$2.98	\$.35
	\$37.27					

DISTRICT 2A - CARPENTERS LOCAL 606 - ITASCA, KOOCHICHING, LAKE, and ST. LOUIS COUNTIES

5-1-01	\$22.21	\$3.35	\$3.10	\$1.00	\$1.86	\$.25
	\$31.77					
5-1-02	\$23.37	\$3.80	\$3.10	\$1.00	\$1.90	\$.30
	\$33.47					
5-1-03	\$24.02	\$4.30	\$3.60	\$1.00	\$1.90	\$.35
	\$35.17					
5-1-04	\$24.93	\$4.69	\$4.00	\$1.00	\$1.90	\$.35
	\$36.87					

DISTRICT 4 - CARPENTERS LOCAL 606 - BECKER, BELTRAMI, CASS, CLAY, CLEARWATER, CROW WING, HUBBARD, KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, OTTER TAIL, PENNINGTON, POLK, RED LAKE, ROSEAU, WADENA, WILKIN COUNTIES

5-1-01	\$17.78	\$3.35	\$3.10	\$1.00	\$1.86	\$.25
	\$27.34					
5-1-02	\$18.34	\$3.80	\$3.10	\$1.00	\$1.90	\$.30
	\$28.44					
5-1-03	\$18.44	\$4.30	\$3.60	\$1.00	\$1.90	\$.35
	\$29.59					
5-1-04	\$18.85	\$4.69	\$4.00	\$1.00	\$1.90	\$.35
	\$30.79					
