

TRADE AGREEMENT

Between

MINNESOTA ENVIRONMENTAL  
CONTRACTORS ASSOCIATION  
(MECA)

And

MINNESOTA LABORERS' DISTRICT COUNCIL ON  
BEHALF OF ITS AFFILIATED UNIONS OF  
NORTHERN MINNESOTA

LABORERS' LOCAL UNIONS NO. 1091 & NO. 1097

JANUARY 1, 2015 TO DECEMBER 31, 2017

THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article two (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 jurisdiction of Laborers' Locals 1091 and 1097.

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

**ARTICLE 1**  
**Considerations for Agreement**

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

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

**ARTICLE 2**  
**Designation of Parties**

Minnesota Environmental Contractors Association (hereinafter called MECA) and Minnesota Laborers' District Council, on behalf of its affiliated Unions, Local No. 1091 and No. 1097 is 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 this Agreement through MECA.

**ARTICLE 3**  
**Union Recognition**

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

**ARTICLE 4**  
**Union Security and Check-off**

1. All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the eighth (8<sup>th</sup>) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union for the duration of their employment. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law; provided, however, that an Agency Shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth (8<sup>th</sup>) day following the

beginning of such employment, or the effective date of this Agreement, whichever is the later period.

2. Upon the written request of the Union, the Employer shall be required to terminate the services of any Employee who is in violation of any applicable provision of the Article.
3. The Employer agrees to deduct from the pay of the Employees and remit the appropriate Local Union and/or District Council, all deductions authorized by the Employees, pursuant to a voluntary written authorization provided to the Employer. The authorization is signed by each Employee and is in a form consistent with applicable law.

## **ARTICLE 5**

### **Hiring Employees**

1. The Employers agree to give the Union the first opportunity when hiring Employees. First opportunity shall be defined to mean that the Employer shall call the Union for not less than the first 50% of its Employees.
2. Nothing in the foregoing shall be deemed to require the Employers to call only the Union for Employees, or to hire Employees referred by the Union.
3. The Employer or his or her Supervisor shall inform new Employees that the Employer is a Union Contractor and as such, Employees on or before the eighth (8<sup>th</sup>) day of employment shall become and remain a member in good standing as a condition of employment.
4. There shall be no discrimination against any Employee because of affiliation or non-affiliation with the Union, race, color, age, sex, political, or religious beliefs.
5. When called and the Union fails to provide qualified men or women within twenty-four (24) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale contained herein.
6. **Journey Laborers and Enrolled Apprentices.** The Employers agree to give the Union the first opportunity when hiring Journey Laborers and Enrolled Apprentices. First opportunity shall be defined to mean that the Employer shall call the Union for not less than the first 50% of their Journey Laborers and Enrolled Apprentices.
7. **Apprentice Candidates.** An Employer seeking to hire an Apprentice candidate shall first contact the Union Local with geographical jurisdiction. The Local shall refer to the Employer an enrolled Apprentice from the Local's out-of-work list. If an Apprentice is not available from the Local Union, then the Employer may directly engage an Apprentice candidate and then refer that individual to the Apprenticeship Program as a sponsor. The individual must be enrolled with the Apprenticeship Program as an Apprentice within eight (8) business days of employment.

In situations where the contractor determines as a means to advance business relationships or in other extenuating circumstances, the Contractor may directly hire an Apprentice candidate, enrolled Apprentice, or Journey Laborer after notifying a Local Union Representative.

If an Apprentice candidate is not registered as an Apprentice at the Apprenticeship office within eight (8) business days of employment, the worker shall be deemed a Journey Laborer for wage and benefit purposes. Failure to register may result in action pursuant to Article 12.

8. When the Contractor requires an Employee to have a physical examination prior to employment, that Contractor is responsible for the costs incurred to obtain the pre-employment physical.

## **ARTICLE 6**

### **Payday Wage Payment**

1. 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. All hours must be reported by the end of the pay period, and if not, the late reported hours will be reflected in the subsequent paycheck. Wages shall be paid at or before the end of the shift of the designated payday. Failure on the part of the Employer to comply with this provision shall entitle the Employee to an extra four (4) hours pay.
2. When an Employee is laid off or discharged, he or she shall receive all money due him or her in cash or negotiable check within twenty-four (24) hours. If the Employee has not collected his or her check, the Employer will immediately mail his or her check to the Employee's last known address. This provision is intended to conform to the State Statute No. 181.13.
3. The Employer agrees to provide the following information on Employee's check stub: hours, date, regular pay, overtime pay, gross pay, deductions, net pay, and vacation pay.
4. During the term of a contract, an Employee shall receive no wage cuts. An Employee shall remain in his or her current wage classification until he or she qualifies for a higher rate of pay.
5. The first Employee in the shop shall be at the highest classification rate. For additional Employees, at least one (1) Employee shall be at the higher rate if two (2) Employees are at the lowest rate.
6. All Employees working in the geographical jurisdiction of this Agreement shall be paid wages and fringes in accordance with this Agreement. If there is a violation of this Agreement, the Employee shall be reimbursed three (3) times the amount of the violation.

**ARTICLE 7  
Wage Rates Schedule**

**A. Environmental Laborers**

**January 1, 2015** - Total increase \$**1.20**, allocated as follows:

| <u>Rate</u> | <u>Vac</u> <sup>1</sup> | <u>H&amp;W</u> | <u>Pen</u> | <u>Tr/Ap</u> | <u>LECET</u> | <u>Total</u> | <u>Ind.</u> <sup>2</sup> |
|-------------|-------------------------|----------------|------------|--------------|--------------|--------------|--------------------------|
| \$28.50     | \$2.75                  | \$7.55         | \$6.36     | \$.22        | \$.08        | \$45.46      | \$0.15                   |

**January 1, 2016** Total increase \$**1.25**, allocations TBD

**January 1, 2017** Total increase \$**1.35**, allocations TBD

**Hot Removal Worker will receive time and one half (1 ½) for the time spent on hot work as defined in Article Eight (8).**

**Foreman/Supervisor will get \$1.50 per hour over scale when supervising three (3) workers.**

<sup>1</sup>Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1 ½) times when overtime is worked and at two (2) times on Sundays and Holidays.

<sup>2</sup>Both MECA member and nonmember Employers that are party to this Agreement, acknowledge and recognize that MECA represents the sentiments and contentions of Employers in the environmental industry in the State of Minnesota. In consideration of MECA continuing to promote the best interests of the industry for the benefit of both members and nonmembers, all Employers agree to contribute to the MECA Industry Fund. If a signatory Employer refuses to contribute to the industry fund, that Employer shall pay the amount of the industry fund contribution, in addition to the regular contribution rate, to the Laborers Training and Apprenticeship Fund in accordance with Article 20 of this Agreement.

**B. Environmental Laborer Apprentices**

| Hourly Rate<br>Under the Collective<br>Bargaining Agreement | Covered Hours<br>of Employment   |
|---|--|
| Level 1                      80%                            | Entry in the Apprenticeship Program to completion of 1,500 covered work hours and 100 hours of Related Training; |
| Level 2                      87%                            | Upon achieving 1,501 covered work hours and 101 hours of Related Training;                                       |
| Level 3                      95%                            | Upon achieving 3,001 covered work hours and 201 hours of Related Training.                                       |

Apprentice status ends and 100% of the hourly rate under this Collective Bargaining Agreement is paid upon achievement of 4,001 covered work hours and 288 Related Training hours.

All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

**All Fringe Benefits are sent to:**

**MINNESOTA LABORERS' FRINGE BENEFITS FUND**

PO BOX 124

Minneapolis, MN 55440-0124

651-256-1800

Health and Welfare increases are set by the Trustees and may be adjusted on January 1<sup>st</sup> of each year. This will decrease the Base Wage for the duration of this contract.

**ROOM AND BOARD** – There shall be a subsistence zone established. Employees traveling 50-75 miles from his or her residence shall receive \$30.00 for each working day. Employees traveling 76 or more miles from his or her residence shall receive \$60.00 for each working day. Subsistence pay covers board, room, and travel time, including mileage. The Employer shall only be required to provide subsistence pay when the Employee travels by means other than Employer provided transportation. If an Employee works less hours than their scheduled shift due to his or her own accord, then sub-pay will be pro-rated.

**ARTICLE 8**

**Work Week and Holidays**

1. Forty hours of Employee work shall constitute one (1) workweek, between Monday 12:01 a.m. through Sunday 11:59 p.m.
2. All time worked in excess of 40 hours per week, or 10 hours per day, shall be paid at a rate of 1 ½ times the Employees regular straight time hourly rate of pay.
3. a.) All work performed on Saturday will be paid at a rate of 1 ½ times the regular straight time hourly rate of pay. An Employee required to work on Sunday will be paid at a rate of 2 times the Employee's regular straight time hourly rate of pay, regardless of whether the Employee has reached 40 straight time hours. All time worked on designated holidays shall also be paid at 2 times the Employees straight time hourly rate of pay.  
  
b.) When 2 or more shifts are employed, there shall be 10 hours pay for 9 hours work on the second shift. When 3 shifts are worked, the first shift shall constitute 8 working hours plus a ½ hour lunch break. The second shift shall constitute the following; 7 ½ working hours plus a ½ hour lunch break. The third shift shall constitute the succeeding 7 working hours plus a ½ hour lunch break. Each such full shift shall be compensated by 8 hours of straight time pay. Lunch breaks are not paid hours.
4. The following holidays or days celebrated as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. Hot removal work is defined as any worker that is required to remove asbestos from any surfaces that will create steam when water is sprayed on a hot surface. Hot pay wages are paid on a daily basis, not on a weekly basis.
6. a.) The Employees shall be entitled to a meal break of 30 consecutive minutes in each regular workday. If an Employee is required to work 5 consecutive hours without a meal break, he or she shall be compensated for the 30 minutes so worked at the applicable rate of pay. This is not to be construed to deny the Employee time to eat his or her meal.  
  
b.) There shall be 1 break on the forenoon and 1 break in the afternoon. The break shall not exceed 15 minutes from the time that work stops until the work resumes. The break shall be taken in close proximity to the Employee's workstation. In the event of more than 2 hours overtime, there shall be a third break.  
  
c.) Once the enclosure is finished and the workers are in containment, the company may want to incorporate both breaks and lunch into 1 hour break at or near the middle of the shift.

If the Contractor chooses to utilize 2 – 30 minute breaks, the first 30 - minute break is paid for by the Employer and the second is the unpaid 30 - minute break. An additional 15 - minute break shall be provided for each additional 2 hours of overtime.

7. When an Employee is called to work, he or she shall receive 2 hours pay if not put to work, unless that Employee refuses to go to work. If he or she is called to work and commences work, he or she shall be guaranteed a minimum of 4 hours pay; these provisions, however, not to be effective when work is unable to proceed because 1] the railroad or common carriers fail to make deliveries as scheduled; 2] the Engineer refuses to permit work; and 3] Acts of God including weather conditions, will not permit work.

If a Contractor requests an Employee, from the Union Hall, to go to work on the same day that the request is made, **THAT PERSON WOULD BE GUARANTEED 8 HOURS OF PAY FOR THAT DAY, PROVIDED** that the Employee is on the job within 1 ½ hours from the time the Employer makes the call. This would exclude shift work.

## **ARTICLE 9**

### **Insurance and Taxes**

1. The Employer agrees to carry any and all insurance and pay all taxes as required by applicable State and Federal law.
2. The Employer further agrees to pay the State Workmen's Compensation Insurance and the State Unemployment Compensation Fund such amounts as are due, from and after the date the Employees of these unions are employed on the job.

**ARTICLE 10**  
**Discharge**

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

**ARTICLE 11**  
**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 10 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 5 working days, the matter may be brought to the 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 MECA. (The rules of the Disputes Board shall be those already adopted by the Joint Committee.)

Both parties must sign the document binding them to a Board decision. If either party does not attend a designated meeting after signing the above and being notified of the meeting date and time, a decision would be rendered though they are not present.

Decision of the Disputes Board shall be drafted at the conclusion of the meeting, signed by the members of the Board, and distributed to both parties at that time.

3. The Disputes Board is made up of equal numbers of Management and Labor representatives, who shall meet regularly to settle any disputes, (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 terms or provisions of this Agreement. All decisions of the Disputes Board shall be final and binding on the parties.

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

4. Should the Disputes Board be unable to reach a decision on the matter before it by facing a deadlock (lack of majority), or either party refusing to use the Joint Disputes Board, the matter may then be referred to a Board of Arbitration. The Board of Arbitration shall operate in the following manner: The Union shall appoint an Arbitrator and the Employer shall appoint an Arbitrator within 10 working days. The 2 Arbitrators thus selected shall appoint a neutral Chairperson. In the event of the failure of these Arbitrators to agree on a neutral Chairperson within 10 days after the dispute is referred to arbitration, they shall ask the Federal Mediation and Conciliation Service for a list of 5 names from which the



aggrieved party shall strike the first 2 names and the other party shall then strike 2 names, and the final name shall be selected as the neutral Chairperson. The neutral Chairperson thus selected, shall set the time and the place for the hearings, which shall be no later than 10 working days after his or her selection, with the final decision to be handed down in not more than 10 working days after the last hearing is held. The time may be extended by mutual agreement between the parties.

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

The Employer will pay all expenses of its Arbitrator and the Union will pay all expenses of its Arbitrator, and the Employer and the Union will equally share all fees and expenses of the neutral Chairperson.

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

## **ARTICLE 12 Management**

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

## **ARTICLE 13 Drug and Alcohol Abuse Policy**

The Labor User Contractor Committee (LUC Committee) Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the AGC of Minnesota, Minnesota State Building Trades Council, MECA, Laborers' District Council of Minnesota and North Dakota, and the Union offices that are party to this Agreement is incorporated herein by reference and is made a part of the Collective Bargaining Agreement between the Minnesota Laborers' District Council and the Minnesota Environmental Contractors Association.

## **ARTICLE 14 Pickets, Banners, and Strikes**

The Employer shall not require an Employee to go through a primary picket line or banner to work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee decides not to cross a primary picket line or banner. This clause shall not apply to jurisdictional picket lines, banners or watch persons employed by the Contractor.

**ARTICLE 15**  
**Strikes, Lockouts and Work Interference**

The Unions and the Employers agree that there shall be no strikes, lockouts, work stoppages, slowdowns, sit downs, stay ins, or any other concerted interferences with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout during the existence of this Agreement.

Spread work tactics, slowdowns, standby crews, forcing of overtime have been and are condemned by both parties, and Employees engaging in same shall be liable for disciplinary action.

**ARTICLE 16**  
**Subcontracting**

There will be no subcontracting of work, except to other Employers signatory to this Agreement.

**Article 17**  
**Scope of Agreement**

This Agreement shall cover work performed in the Minnesota counties of Carlton, Cook, Clearwater, Itasca, Kittson, Koochiching, Lake, Lake of the Woods, Beltrami, Mahnommen, Marshall, Norman, Pennington, Polk, Red Lake, Roseau, and St. Louis.

This Agreement shall cover work in connection with the handling, control, removal, abatement, encapsulation, (but does not include re-insulation of mechanical systems) or disposal of asbestos and/or waste. The work tasks shall include, but are not limited to, the erection, moving, servicing, and dismantling of all enclosures, the operation of all tools and equipment normally used in the handling, control, or removal of asbestos.

The Asbestos Abatement Contractors signatory to this Agreement agree to make a good faith effort to subcontract the demolition and or re-insulation work, (if it is within their contract), to a person, firm or corporation party to an appropriate current labor agreement within the appropriate AFL-CIO affiliated union within the jurisdiction of this Agreement. The representative or agent of the Minnesota Environmental Contractors Association will assist in this endeavor, by trying to locate an AFL-CIO affiliated contractor who is competitive with the non AFL-CIO contractor's bid.

This Agreement covers rates, pay, rules and working conditions of all Employees engaged in the following work:

- a.) **Asbestos: Work that is regulated or specified as "asbestos related work"** which are tasks in connection with the enclosure, handling, control, removal, encapsulation (but does not include re-insulation of mechanical systems) and disposal of asbestos containing material and waste related to the work. These work tasks include asbestos abatement area preparation, and the operation of all tools and equipment normally used in the handling, control, or removal of asbestos.

b.) **Lead: Work that is regulated or specified as lead abatement** work involving commercial, industrial, and residential work (4 units or more that work with public funding), which are tasks in connection with structures where lead or materials containing lead are present. This includes removal or encapsulation of materials containing lead, lead contamination/emergency cleanup and preparation of area, and the operation of all tools and equipment normally used in the handling, control, or removal of lead.

c.) **HVAC Cleaning and Decontamination: Work specified to render HVAC** components clean, and to verify the cleanliness through inspection and/or testing. This includes the removal of surface containments and deposits from within the HVAC system. The HVAC is defined as the heating, air conditioning and ventilation system. This includes the operation of all tools and equipment normally used in the cleaning and decontamination of HVAC systems.

d.) **Mold Remediation: Work specified in connection with the** enclosure, handling control, removal, encapsulation and disposal of mold or materials, which contain mold. This includes disinfections of structures or surfaces exposed to mold, and application of final coatings. This includes mold remediation area preparation; and the operation of all tools and equipment normally used in the remediation of mold.

## **ARTICLE 18 Union Representatives**

The Employer agrees that the union Business Representative(s) shall be allowed free access to and on any job or project upon which members of the Union, or Employees under the jurisdiction of the Union are employed or will be employed; and any Employee shall have a reasonable opportunity to discuss a grievance with the Business Representative(s) during working time without loss of pay.

The Union may designate a Steward on projects having more than 5 Employees. The Job Steward shall be allowed the same privileges as the Business Representative(s) on the job on which such Steward is assigned Job Steward duties. The Employer also agrees that the Job Steward shall be kept on the job until completion of the work covered by this Agreement. The Job Steward is not to be laid-off before such time, without a hearing before a committee composed of a bona-fide representative of the involved Employer and the Business Manager of the Union. The involved Employer to the involved Job Steward shall hold this hearing not later than the end of the next business day following the receipt of the layoff notification.

## **ARTICLE 19 Payroll Records**

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

**ARTICLE 20**  
**Fringe Benefits**

The Employer agrees to contribute every month, not later than the 15<sup>th</sup> day of the following month (hereinafter called the “due date”), such sums for Pension, Health and Welfare, Vacation, Industry, and Training Funds as may be designated in the wage schedule of this Agreement. The funds shall be known separately as the Laborers’ Pension Fund, the Laborers’ Health and Welfare Fund, the Laborers’ Vacation Fund, Industry Fund, and the Laborers’ Training Fund and collectively as the Minnesota Laborers’ Fringe Benefits Fund. Each fund shall be under separate Trust Agreements, or which the Employer shall receive copies 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 1 check with all other fringes to an administrative agency with a local office.
2. Contributions to be paid on an hourly basis, on all hours worked and not to be pyramided, with the exception of the vacation fringe. (Refer to Article 7 - Wage Rate Schedule)

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

3. There shall be a requirement that Contractors, that send members of Laborers’ Local No. 1091 and Laborers’ Local No. 1097 to work outside the geographical scope of this Agreement to be paid fringes.
4. a.) An Employer shall be considered “delinquent” for a particular work month if its required report and payment for that month are not postmarked on or before the 15<sup>th</sup> day of the following month (the “due date”), irrespective of whether such delinquency is willful or otherwise.  
  
b.) If an Employer becomes delinquent for a particular work month (as provided in (a) above), he shall also be required to pay, as liquidated damages and not as a penalty, an amount equal to 10% of the payment otherwise due for such work month – it being understood and acknowledged by the parties that actual damages are extremely difficult or impossible to ascertain and that the amount so fixed as liquidated damages is reasonable.  
  
c.) If an Employer becomes delinquent for a particular 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 postmarked in the office of the Fund Administrator on or before the 15<sup>th</sup> 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 a form satisfactory to the Trustees and in the face amount of \$7,500.00. This shall cover all of the Trust Funds and assure payment of all subsequent delinquency. This sum shall be kept in force and

maintained in the full face value amount for a period of not less than 12 consecutive months, during which no further delinquency has occurred on the part of such Employer.

The Union shall refuse to supply men and shall prohibit Employees covered by this Agreement from working for any such delinquent Employer who fails or refuses to provide or maintain such a bond.

d.) Illustration of clauses (a), (b), (c): If an Employer's report and payment for the January work month have not been postmarked before February 16<sup>th</sup>, such Contractor becomes delinquent at that point and must pay the full amount due, plus 10%. If the report and the full payment for January (including the 10% liquidated damages amount) are not postmarked before March 16<sup>th</sup>, the Employer must then post a \$7,500.00 bond in addition to reporting and paying the full amount due.

e.) The delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trust Funds, including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs, and disbursements incurred by or on behalf of the Trust Funds in collecting the amount due. Trustees at their discretion, may reimburse (from the fund) the Union for picketing and bannering expenses actually incurred by trying to collect amounts due the Trust Funds. The Unions expenses shall be deemed to be the costs of collection incurred on behalf of the Trust Funds.

f.) Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees, or the Unions, or their authorized agents, on demand, all necessary employment and payroll records relating to its Employees covered by this Agreement. This includes any other relevant information that may be required in connection with the administration of the Trust Funds. The Trustees, the Unions, or their authorized agents may examine such employment, or payroll records whenever deemed necessary, to ensure the proper administration of the Trust Funds. If any Employer fails or refuses to furnish its payroll records to the Trustees, the Unions, or their authorized agents upon demand or refuses to afford the above reasonable opportunity to examine the same, in accordance with the standard auditing procedures, the Trustees or the Unions may enforce such rights by legal action. In this event, such Employer shall pay all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit. The Unions shall also have the right to take economic action to enforce such rights on behalf of the Unions and the Trustees. The Trust Funds shall reimburse the Union for picketing and bannering expenses actually incurred in enforcing such rights.

g.) Notwithstanding the provisions of Article 11, Settlement of Disputes, the failure, refusal or neglect of an Employer to report and to pay sums due the Trust Funds or otherwise to comply with the terms and provisions of this Article shall not be subject to arbitration.

h.) The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment, and other terms and conditions of employment, including fringe benefits, apply to Employees employed in job

classifications within the jurisdiction of the Union, regardless of whether or not such Employees are members of the Union.

5. Any and all fringe contribution rates shall be open for adjustment on an anniversary date upon 30 days written notice to the MECA. Such adjustment shall operate to adjust wages in the like amount.

## **ARTICLE 21**

### **Apprenticeship Training**

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program was established. Effective January 1, 2009, the Parties agree to participate in the Apprenticeship Program. The Apprenticeship Committee is made up of an equal number of Employer Trustees and Union Trustees. The parties incorporate by reference the terms and conditions of the Minnesota Laborers' Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request. The Association must approve any changes to the Minnesota Construction Craft Laborers Apprenticeship Standards Appendix C, Specialization in Environmental Remediation.

1. The Employer agrees that before hiring an Apprentice, the Employer will contact the Apprenticeship Office to verify that the Apprentice is current with his or her Apprenticeship Training Requirements.
2. The Employer agrees to provide unpaid time off to Apprentices in order for them to complete their Apprenticeship Training Requirements. The Apprentice will request the unpaid time off at the time he or she registers for a course. The Employer may refuse to provide the time off due to work considerations, however will make every effort to ensure that Apprentices stay current with their Training Requirements.
3. If an Apprentice is not current with his or her Apprenticeship Training Requirements, and Mandatory Training is scheduled by the Apprenticeship Office, the Employer will be notified thirty (30) days in advance of scheduled mandatory training, and shall grant unpaid time off. If the Employer provides notice to the Apprenticeship Office by the Wednesday before the scheduled Mandatory Training, the Employer may refuse to release an Employee due to work considerations. The Employer may refuse to provide unpaid time off for Mandatory Training for an Apprentice twice during a contract year, and if the apprentice has been employed by the contractor for four (4) months or more, the Employer will then be required to provide paid time off for the Apprentice to attend Mandatory Training Courses until such time as the Apprentice is current with his or her Apprenticeship Training Requirements.

## **ARTICLE 22**

### **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 the Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict

to be superseded to annulled but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

**ARTICLE 23**  
**Duration**

Any party shall have the right to terminate or amend this Agreement by giving notice to the other party, 60 days prior to the expiration of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a further period of 12 months.

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.

This Agreement shall become effective January 1, 2015 and remain in full force and effect until December 31, 2017.

**For:**

**Minnesota Environmental Contractors Association**

\_\_\_\_\_  
John Nesse, Executive Director

\_\_\_\_\_  
Date

**For:**

**Minnesota Laborers' District Council**  
**On Behalf Of Its Affiliated Union of Northern Minnesota**

\_\_\_\_\_  
Todd Pufahl, President & Business Manager

\_\_\_\_\_  
Date