

# EXHIBIT 1

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CONSTRUCTION AND GENERAL LABORERS  
LOCAL NO. 563

PHONE: 612-781-6933 FAX: 612-789-6299

901 14TH AVENUE N.E. MINNEAPOLIS, MINNESOTA 55413

COMPLAINT  
AGC - BASIC TRADES DISPUTES BOARD

Filing Party: Laborers' Local No. 563 Date: June 8, 2016

Project: Multiple projects

City: Hutchinson County: McLeod State: MN

Has \$25.00 filing fee been paid or attached to this complaint?

YES  NO

Name of Union: Laborers' Local 563 Contractor: KMAC

Complaint is against.

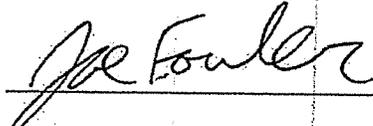
Article, Section or Schedule of the Contract at issue: Article 3 Union Recognition, Article 4 Scope of Agreement, Article 5 Union Security, Article 6 Hiring Employees, Article 8 Conflicting Agreements, Article 9 Violation of the Agreement, Article 16 Subcontractors, Article 20 Application of Wage Rates, Article 22 Fringe Benefits, Schedule 7 Hours, Shifts, Overtime, Sundays, Holidays, Schedule 8 Breaks, Schedule 17 Wage Rates, Schedule 18 FCF, and any other applicable Contract provisions.

Details: On 5-26-16, the Union learned that KMAC is not using bargaining-unit members to do bargaining unit work and, moreover, is paying those employees less than the contract-required rate of wages and benefits to do that bargaining-unit work.

On 6-7-16, I called KMAC on behalf of the Union and spoke with KMAC's contract-compliance representative, Jim McClure. During that call, Mr. McClure admitted to me that KMAC is not using bargaining-unit members to do bargaining unit work and, moreover, is not paying the non-bargaining-unit member employees doing bargaining-unit work the contract-required rate of wages and benefits. Mr. McClure also stated to me during the call that KMAC gets those employees from a different company not signatory with the Union.

(use other sheets if necessary)

I agree that the decision of the Joint Disputes Board is Final and Binding on our Organization.

Signed:  Title: Business Representative

Firm or Organization Construction & General Laborers' Union Local No. 563

EXHIBIT 1

You will be notified of the meeting date of the Board. You will be expected to give written or oral testimony to present your position on that date.

Send this form to: AGC – Basic Trades Disputes Board  
525 Park Street  
Suite 110  
St. Paul, MN 55103-2186

\$25.00 check must accompany this form.

# EXHIBIT 2

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**CONSTRUCTION AND GENERAL LABORERS  
LOCAL NO. 563**

PHONE: 612-781-6933 FAX: 612-789-6299

901 14TH AVENUE N.E. MINNEAPOLIS, MINNESOTA 55413

**COMPLAINT  
AGC – BASIC TRADES DISPUTES BOARD**

Filing Party: Laborers' Local No. 563 Date: December 22, 2016

Project: Multiple projects

City: Hutchinson County: McLeod State: MN

Has \$25.00 filing fee been paid or attached to this complaint?

YES  NO

Name of Union: Laborers' Local 563 Contractor: KMAC, Inc. and Accoustical  
Sound Floors, Inc.  
Complaint is against.

Article, Section or Schedule of the Contract at issue: Article 3 Union Recognition, Article 4  
Scope of Agreement, Article 5 Union Security, Article 6 Hiring Employees, Article 8  
Conflicting Agreements, Article 9 Violation of the Agreement, Article 16 Subcontractors,  
Article 20 Application of Wage Rates, Article 22 Fringe Benefits, Schedule 7 Hours, Shifts,  
Overtime, Sundays, Holidays, Schedule 8 Breaks, Schedule 17 Wage Rates, Schedule 18 FCF,  
and all other applicable Contract provisions.

Details: KMAC, Inc. and Accoustical Sound Floors, Inc. have common ownership and financial  
control, the same operating address, office building and staff, policies and procedures,  
management, field employees, vehicles, equipment, and tools, centralized labor relations, and  
interrelated operations in all other relevant respects. Nonetheless, when Accoustical Sound  
Floors, Inc. issues paychecks to KMAC, Inc. employees for doing Contract-covered work, the  
Contract-required wages and benefits are not paid and the Contract-required dues/agency monies  
are not withheld from employee paychecks or conveyed to the Union, and KMAC, Inc. is  
otherwise not complying fully with the Contract when performing Contract-covered work. In  
other words, KMAC, Inc. is using Accoustical Sound Floors, Inc. as an alter ego, joint employer,  
single employer, joint venture, and/or sucesor to operate double breasted for the purpose of  
avoiding KMAC, Inc.'s legal obligations under the Contract. By its conduct, KMAC, Inc. has  
also repudiated the Contract and, therefore, the collective bargaining relationship with the  
Union.

(use other sheets if necessary)

I agree that the decision of the Joint Disputes Board is Final and Binding on our Organization.

Signed: Joe Fowler Title: Business Representative  
Joe Fowler



**EXHIBIT 2**

**CONSTRUCTION AND GENERAL LABORERS  
LOCAL NO. 563**

PHONE: 612-781-6933 FAX: 612-789-6299

901 14TH AVENUE N.E. MINNEAPOLIS, MINNESOTA 55413

Firm or Organization Construction & General Laborers' Union Local No. 563

You will be notified of the meeting date of the Board. You will be expected to give written or oral testimony to present your position on that date.

Send this form to: AGC – Basic Trades Disputes Board  
525 Park Street  
Suite 110  
St. Paul, MN 55103-2186

# EXHIBIT 3

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**IN MATTER OF ARBITRATION**

**-between-**

**THE CONSTRUCTION & GENERAL  
LABORERS UNION, LOCAL No. 563**

**-and-**

**KMAC & ACOUSTICAL FLOORS, Inc.  
HUTCHINSON, MINNESOTA**

**OPINION & AWARD**

**Grievance Arbitration**

**F.M.C.S. Case 17101750393**

**Re: Double-Breasting (Sub-  
contracting) Procedural**

**Before: Jay C. Fogelberg  
Neutral Arbitrator**

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**Representation-**

For the Union: Justin D. Cummins, Attorney

For the Employer, Thomas D. Revnew, Attorney  
Martin D. Kappenman, Attorney

**Statement of Jurisdiction-**

The Collective Bargaining Agreement duly executed by the parties, provides in Article 11, for an appeal to binding arbitration of those disputes that remain unresolved after being processed through the initial two steps of the grievance procedure. Two written class-action complaints were submitted by the Local on behalf of the Grievants. The first one was dated June 8, 2016 (Local's Ex. 27; Employer's Ex. 2) and the second December 22 of the same year (Union's Ex. 28; Company's Ex. 3). Thereafter the were paired

and appealed to binding arbitration when the parties were unable to resolve these matters to their mutual satisfaction.

The under-signed was then selected as the Neutral Arbitrator from a panel provided to the parties by the Federal Mediation & Conciliation Service, Office of Arbitration, and a hearing convened on February 13, and continued on May 17, 2018 in Minneapolis, Minnesota. Following receipt of position statements, testimony and supportive documentation, each side indicated a preference for submitting written summary arguments. These documents were received by the Arbitrator on June 29, 2018, at which time the hearing was deemed officially closed. While the parties were unable to agree upon a statement of the issues, the following is believed to fairly represent a description of the dispute.

**The Issues-**

1) Are the grievances properly before the arbitrator for resolution based upon their merits?

B) If so, Did the Company violate applicable terms of the parties' collective bargaining agreement after it became a signatory to the Metropolitan Builders Agreement ("CBA," "Contract," or "Labor Agreement") in April of 2017, while at the same time owning and operating a non-signatory company?

C) If so, what shall the appropriate remedy be?

**Preliminary Statement of the Facts-**

The record developed during the course of the proceedings indicates that the Construction and General Laborers Union Local 563 647 (hereafter "Union," or "Local") represents approximately 10,000 bargaining unit employees working throughout the states of North Dakota and within the Greater Twin Cities Metropolitan Area performing "Construction Craft" labor on a full-time or part-time basis for KMAC Inc. ("Company," "Employer," or "Management"). The Company performs construction work, and is engaged primarily in pouring and finishing gypsum concrete flooring.

According to the Union's Business Manager, Joe Fowler, he had a phone conversation with KMAC's General Manager, Scott Ryan on June 7, 2016, as part of his investigation into an allegation brought to his attention by one or more members of the Local that the Company was subcontracting bargaining unit work to non-signatory companies. Following his discussion with Management, Fowler filed a formal written grievance the next day. Subsequently, in mid-December of that same year, the Local's Business Manager was advised by another hourly employee that a non-union entity owned by the Employer - Acoustical Sound Floors ("Acoustical") and KMAC might have some sort of integrated relationship regarding the two, whereby

common management, financial matters and centralized employee operations, and other matters pertaining to their respective operations, were being intermingled. Consequently, it filed a second class action grievance on December 22, 2016, alleging violations of similar articles of the CBA as it did in its original complaint. At the same time the Union submitted a ULP charge to the NLRB regarding their single employer claim (Union's Ex. 34). Eventually, the two grievances were combined and appealed to binding arbitration.

**Relevant Contract Provisions-**

Article 3  
Union Recognition

The Employers hereby recognize the Union 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, fringe benefits, vacation where applicable, and other conditions of employment. The Union is hereby recognized....as the sole and exclusive bargaining representative of the Employees represented by them.

Article 16  
Subcontractors

The Employer agrees that, while subletting or contracting out Laborers work at the job site, the Employer will sublet or contract such work only to a subcontractor who has signed or is otherwise bound by a written labor agreement entered into with the Union.

When situations arise where it is claimed that no Union Subcontractor is available for the proposed work, the Employer and the Union shall meet and agree upon an equitable solution,

which may include a Project Agreement.

Article 22  
Fringe Benefits

The Employer agrees to contribute every month....such sums for Pension, Health and Welfare, Vacation, Training/Apprenticeship and LECET as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement.

Schedule 17  
Wage Rates

The Employer agrees to pay the wage rates including benefits as listed herein for all Employees covered under this agreement from the first day of employment, regardless of whether or not such employees are members of the Union, including time spent traveling between work sites and time driving company owned trucks or equipment when under the direction and supervision of the Employer, not including commuting to and from home.

**Positions of the Parties-**

The **UNION** takes the position in this matter that the Employer violated multiple provisions of the Master Agreement when the signatory company (KMAC) and their non-signatory company (Acoustical Sound Floors, or "ASF") functioned essentially as a single entity. In support of their claim, they contend that the evidence plainly demonstrates that the two share the same shop and storage facility, the same vehicles and heavy equipment, the same safety gear, work materials, job supervisors, customers and bookkeeping

methods. Moreover, they maintain that the Employer's financial and operational managers utilize identical payroll and accounting procedures and software, and that they have the same customers whom they serve utilizing field employees from both entities performing identical work.

The Local further argues that this practice has been concealed from them for years and that their "double-breasting" methods have resulted in subcontracting that is violative of the parties' contract as Article 16 unequivocally bars them from contracting out bargaining unit work to any non-signatory company. They contend that the business records eventually obtained by the Local demonstrates that the Company has subcontracted bargaining unit work in one given year to one non-signatory company alone approaching nearly \$300,000. Once this was discovered, the Union maintains that they filed their first grievance regarding this matter the next day, thus in a timely fashion.

In addition the Union charges that Management has violated both Federal and State Law as well as Article 19 of the labor agreement, which requires them to keep complete and accurate time and payroll records sufficient for the Local to verify complete compliance with the CBA. However, they argue that these records were concealed from them by the Employer by hiding their interrelationship between KMAC and Acoustical using common financial control of the two. Once this was discovered a

second grievance was timely filed in December of 2016. Like the first one, the Union argues that both complaints address continuing violations of both the CBA and law. Indeed, they point out that the charges filed with the Labor Board in connection with the second grievance were found to have merit and accordingly issued a complaint.

In sum, they ask that both grievances be sustained and that the Company be directed to cease operating as a single entity, and to make the Grievants whole in every respect by awarding double damages for Management's deliberate subterfuge, as well as liquidated damages and interest, and to award the dues and fees to the Union that should have been paid.

The **EMPLOYER**, counters by taking the position that the Union has failed to meet their evidentiary obligation to establish through clear and convincing evidence that its asserted interpretation of the labor agreement is the correct one, intended by the parties, and that the Company's conduct violated said agreement as alleged. Further they assert that the Local's complaint(s) must fail for lack of timeliness.

In connection with their procedural objection, Management contends that the applicable provision found in Article 11 of the CBA specifically states that any controversy or grievance "...shall be waived unless submitted in

writing within ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance." The evidence is clear, according to the Employer, that the Local has been aware that Acoustical has been in existence for over ten years and has had a routine and consistent practice of paying non-bargaining unit wages to their employees performing smaller jobs (under 5,000 square feet) in outstate areas of Minnesota. This would include maintenance and shop work performed in KMAC's Hutchinson facility. They charge that the Union had knowledge of this practice since at least 2013 when an employee reported to them that he had been receiving two different wages while working for KMAC and that they knew from the start that the employees would be working for both companies and be compensated accordingly.

In addition, Management charges that they never hid the fact that they operated two separate entities and that employees would be performing work for both KMAC and Acoustical with the latter being non-union work. Much of the work at issue here, it is asserted, was separate and while they acknowledge that some of it was sub-contracted to Acoustical they nevertheless contend that the Union is attempting to bootstrap all of the work performed under the purview of the non-signatory entity to make it appear that it belonged to the bargaining unit members. In reality however, according to the Employer, the bulk of the tasks performed by Acoustical

were not covered by the labor agreement and were completely appropriate for the non-union entity to be doing. The CBA states specifically that it governs work done within certain counties in Minnesota. Any jobs performed outside of the specified geographic area are therefore appropriate for Acoustical personnel and not in violation of the contract. This would also apply, the Company asserts, to the "shop work" routinely performed at KMAC's facility in Hutchinson which is not located within the geographic area specified in the CBA.

Finally, the Employer maintains that there has been a long standing past practice whereby jobs under 5000 square feet in size are not considered covered work under the labor agreement even though not specifically referenced in the agreement. For all these reasons then, they ask that the grievances be dismissed in their entirety.

**Analysis of the Evidence-**

The Employer has accurately observed that the Union bears the burden of proof with regard to the charges they have brought to demonstrate by a preponderance of the evidence that the Company has violated relevant terms of the Master Agreement. At the same time, however, it is Management who is assigned the initial evidentiary obligation in connection with their assertion that the Local's complaints must fail for lack of timeliness.

Should their position be aptly demonstrated, then I am necessarily precluded from any consideration of the substantive issues that have been raised here per the applicable language found in Article 11 ("Settlement of Disputes").

Following a careful review of the evidence and arguments presented in connection with this procedural challenge however, I find that the resolution of these grievances are to be resolved based upon their merits.

Three essential factors are present and have been adequately established in the record that support this conclusion. First, there is a lack of sufficient evidence to support the Employer's claim that the Union was aware of what it deemed to be a contract violation outside of the ten day limit imposed in the article. The Local's Business Agent Joe Fowler testified that once he had the telephone conversation with the Company's General Manager, Scott Ryan on June 7, 2016, wherein he learned of KMAC's practice of sub-contracting bargaining unit work to non-signatory companies, he submitted a written formal complaint the following day. Similarly, it was demonstrated that in the course of investigating claims made by members of the bargaining unit in mid-December of the same year, the Union believed that KMAC and ASF might have some sort of integrated relationship whereby its employee members were being asked to perform similar – if not identical tasks – for both entities but were being paid at a lower hourly rate than is called for in the labor agreement. Within the time allotted, the record

demonstrates that they filed their second grievance that same month (Local's Ex. 28).<sup>1</sup>

Third, I find the facts here can reasonably applied to the "continuing grievance" theory. Clearly, it does not involve a single occurrence such as discipline of an employee, bumping, etc. where the matter in issue is not likely to be repeated. When the nature of the complaint addresses an act (or even an omission) that is repeated from day-to-day it is capable of being filed when it first occurred or following any subsequent repetition or recurrence of the action. It constitutes a meaningful exception to the time limitations normally contained in the contractual grievance procedure, the idea being that as the alleged violation continues, so does the window of opportunity to protest it. Not infrequently arbitrators have honored the submission of a continuous grievance even where the parties' labor agreement is silent on the issue. As the Elkouris have noted in their treatise on labor arbitration,

"Many arbitrators have held that 'continuing' violations of the agreement (as opposed to a single isolated and completed transaction) give rise to 'continuing' grievances in the sense that the act complained of may be said to be repeated fro day to day with each day treated as a new 'occurrence'" (Elkouri & Elkouri, *How Arbitration Works*, BNA 6<sup>th</sup> Ed., at p. 218).

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<sup>1</sup> At the same time, the Union also filed a ULP with the National Labor Relations Board asserting a single-employer ("double breasting") strategy on the part of KMAC (Local's Ex. 34).

The Employer counters that the language contained in the CBA here is different as it requires the grievance to be filed within ten days "...after the first occurrence of the event or knowledge of the condition giving rise to the grievance" (emphasis added). This, in their view, conveys the clear message that prevents the application of any continuing grievance argument. I cannot however, agree. The facts adequately demonstrate that once the Union had sufficient proof "of the condition" it acquired the requisite "knowledge" and thereafter responded within the time limits specified.

Finally, and perhaps most significantly, the evidence demonstrates that the Employer never raised their objections to either of the Union's complaints based upon procedural arbitrability, until the commencement of the proceedings. This writer takes a dim view of such a tactic, believing that the element of "surprise" should not become a strategy to be exercised within the scope of dispute resolution process. This opinion is further buttressed by the presumptions favoring arbitration, and the underlying intent of most grievance procedures to resolve disputes with equity and dispatch. Normally, the failure of the party who delays the charge of timeliness until the hearing, is most often fatal to its efficacy. *Consolidation Coal Company*, 91 LA 1011, 1013 (1988); *Levi Strauss & Co*, 69 LA 1, 5 (1977). As one arbitrator explained:

"If a party is not informed of procedural objections – such as objections to timeliness – before reaching arbitration, it is entitled to presume that the matter has been properly processed to

arbitration and that the merits of the grievance will be addressed at arbitration and ruled upon." *Hampton Township*, 91 LA 477, at 480.

For all these reasons then, I conclude that the Local's grievances will rise or fall based upon the substantive evidence in the record.

Much of the Union's obligation to demonstrate a violation of the Master Agreement has been aptly established via a preponderance of the evidence which includes a number of essentially unrefuted facts.

Initially, there is no dispute but that Article 3, *supra*, mandates that the Employer – as a signatory to the Metropolitan Builders Agreement – recognize the Laborers Union (among others) as the exclusive bargaining representative for all work related terms and conditions of employment relative to their craft. Further, there is no question but that the Company operates two entities, one of which is not signatory to the CBA.

It is not particularly unusual (nor illegal) for companies in the construction industry to operate multiple entities whereby one may be governed by a collective bargaining agreement entered into with a recognized union, and another not. However, when the latter is found to have usurped work protected by and belonging to the former per the conditions set forth in a labor agreement, then by both law and contract a violation may result warranting relief.

In making a determination as to whether an employer's double

breasted operation is valid, courts, the NLRB, and arbitrators alike will more often than not apply either the "single employer" or the "alter ego" test. Here, the Local has utilized the former as support of their claims. Pared to its essence, four primary factors have been addressed: the interaction of operations; common management of both entities; centralized or common control of labor relations, and; common ownership. A complete review of the record and attendant arguments advanced by both parties convinces me that by a preponderance of the evidence, the Union's complaints should be sustained. The following facts have been adequately demonstrated:

- KMAC and Acoustical operate out of the same shop and storage facility using the same vehicles, heavy equipment, safety gear and work materials.
- KMAC and ASF have and use the same managers and supervisors.
- Both entities have the same field employees.
- Both have and use the same employee payroll procedure whereby bargaining unit members receive a paycheck from each in the same envelope delivered by the same manager or pick it up from the same administrative office.
- Both do the same type of work and use the same work processes.
- Both have the same or similar customer bases.
- KMAC and Acoustical have and utilize the same accounting software and bookkeeping methods.
- Both operate under the same ownership and financial control.

- It was shown that the employees in the bargaining unit routinely perform work for ASF and on certain days may be assigned tasks involving both entities.

These facts when cobbled together reveal an integrated relationship between the two entities establishing a violation of multiple provisions in the CBA including Articles 3, 4, 5, 8, 9, 20 and 22, along with the attendant wage schedules found in the back of the contract.

Further evidence buttressing the Local's claims is found in a review of the Company's history with regard to double breasting. In 2007, it was shown that the Union discovered the Employer was operating two companies (Miller, Miller & Mac and KMAC) while performing similar if not identical work but that only MMM was signatory to the master agreement. That matter was eventually resolved through discussions between the parties whereby KMAC would become signatory to the contract and Miller, Miller & Mac the holding company (Tr. p. 378-383).<sup>2</sup>

Also taken into consideration was the ULP charge filed with the National Labor Relations Board coincident with their second grievance. The Board, following a review of the matter, found KMAC and Acoustical to constitute a single employer in violation of the CBA.<sup>3</sup> Consequently, they

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<sup>2</sup> All references to the transcript of the arbitration hearing are noted as "Tr." followed by the page number.

<sup>3</sup> After investigating the complaint for over a year, the Board found that not only did

issued a complaint against the Company finding them to have engaged in unfair labor practices within the meaning of Section 8(a)(5) of the National Labor Relations Act (Union's Ex. 33).

Finally, in connection with this aspect of the dispute, it is significant to note that the Employer has acknowledged there has been "some overlap" between the two entities that have resulted in the violation of the labor agreement. Furthermore, the Company has allowed that they have subcontracted "some work" to Acoustical without maintaining sufficient records to verify legal compliance (Union's Exs. 13-16, 23, & 24; testimony of Brendan Ringdal). In my judgment this conduct runs contrary to the provisions of Articles 16 and 19 of the CBA.

The foregoing analysis demonstrates that the Company has engaged in conduct that is violative of the parties' Master Contract through interrelated operations that included common management, centralized control of labor relations and finances of both entities contrary to the mandate found in Article 3. In addition they have failed to pay wages and related fringe benefits due the bargaining unit members in violation of Articles 21 and 22 as well as Schedule 17, and admittedly subcontracted bargaining unit work to one or more non-signatory companies in breach of Article 16.

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Acoustical and KMAC function as a single employer but that the latter had repudiated the CBA outright (Local's Ex. 33).

In response to the charges, the Employer raises certain affirmative defenses; to wit: a) Article 4 of the CBA specifically limits the Union's jurisdiction to work performed in a nine county area; b) that by mutual agreement of the parties, work performed under five residential units in size, single family homes and outside of the "494-694" ring were not the exclusive province of KMAC and properly performed by Acoustical, and; c) that it has been a long standing and consistent practice of the parties that work on projects under 5,000 square feet is also not union work.

There is compelling evidence in the record supporting a portion of Management's position mitigating the consequences of some of their actions. The "Scope of the Agreement" provision found in Article 4 of the CBA is unambiguous and clearly applies to this matter. Additionally, by the Union's own admission, single family and residential work is not at issue here (testimony of current and past Union Business Managers Fowler and Jim Brady; Tr. pp. 365 & 382). I am also persuaded by the Employer's argument that any repair work performed in their shop on the equipment should not be considered, as it is located outside the parameters defined in Article 4.

On the other hand the claim that work outside the beltway is exempt has not been established by the Company (cross-examination of KMAC President James McClure; Tr. pp. 326-327; 381- 383). Similarly the 5,000 square foot threshold is not supported by the weight of the evidence. No one

disputes the fact that it is not referenced anywhere in the Master Contract. Nor was there convincing testimony and/or documentation proffered demonstrating a consistent, mutually understood and long standing practice as alleged by Management (Tr. pp. 329-330; 382).<sup>4</sup>

The Employer further maintains that the arbitrator does not have the authority to consider damages that may have been incurred during the 2013-16 term of the predecessor labor agreement (Union's Ex. 4). The Local counters that Management never gave them notice of their intent to terminate the earlier contract. Therefore, they assert, under the provision set forth in Article 26, failure to timely declare an end to the terms of the 2013-16 contract caused the agreement to be automatically renewed for an additional 12 months and concomitantly, for the Company to be bound by the earlier agreement at the time the grievances were filed.

In my view, the Union's attempt to bootstrap the prior CBA for purposes of rewarding relief in this matter lacks sufficient proof to meet their evidentiary obligation. Rather, as Management has observed, my authority lies within the confines of the current 2016-19 labor agreement under which both grievances were filed. Accordingly, all relief to the Grievants will be calculated from May 1, 2016, and going forward .

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<sup>4</sup> While Employer's witness Scott Ryan testified that in either 2004 or 2005, then Union Business Manager Brady told him that the Local would overlook "everything under 5000 sq. feet," Mr. Brady denied ever making such a representation (Tr. pp. 239-240; 382-383).

**Award-**

Based upon the foregoing analysis I find that both grievances at issue here are sustained. The Employer is therefore directed to cease their practices that result of multiple violations of the Collective Bargaining Agreement and further that those employees who have been adversely affected by their actions be forthwith made whole. While the monetary damages are not specifically established here, the following guidelines are to be applied in the course of the parties' deliberations concerning a final settlement of this dispute:

- The aforementioned discussions and findings regarding the "scope of the agreement" provision found in Article 4 of the CBA, the non-exemption outside of the "494-694 ring," the exclusion of residential and single family work, the 5,000 square foot threshold, and the limitation of relief for back wages and related benefits to the effective date of the current agreement (May 1, 2016).
- That the Employer's actions were not accidental or due to negligence but rather deliberate as essentially demonstrated through the collective testimony of their two primary witnesses as well as the Board's findings. Article 9(A) of the master contract is therefore applicable.
- I am also persuaded by an examination of Article 22(5) along with the testimony of the LECET funds, Rodney Skoog, that relief from the Employer's failure to make the appropriate contributions to the fringe benefit Trust Funds on behalf of the affected employees is beyond the scope of my authority. Rather, pursuant to the language contained in subsection (5)(h) this issue is a matter to be resolved by the Trustees of the Funds (Union's Ex. 5; Tr. p. 110).

The parties are urged to approach damage discussions in good faith using the guidelines enumerated here in connection with the remedy ordered in an effort to reach a just and final resolution to this dispute. Indeed, such an approach is imperative as by most any measure, a mutually agreed upon final figure is far and away the most preferable.

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Respectfully submitted this 7<sup>th</sup> day of August, 2018.

  
Jay C. Fogelberg, Neutral Arbitrator

# EXHIBIT 4

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UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 18-CA-185912 Date Filed October 11, 2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

KMAC, Inc.

b. Tel. No. 952-896-1700

c. Cell No.

d. Address (Street, city, state, and ZIP code)

PO Box 548  
Hutchinson, MN 55350

e. Employer Representative

Douglas P. Seaton, Esq.  
Seaton Peters & Revnew, P.A.  
7300 Metro Boulevard, Suite 500  
Edina, MN 55439

f. Fax No. 952-896-1704

g. e-Mail

dseaton@seatonlaw.com

h. Number of workers employed  
more than 10

i. Type of Establishment (factory, mine, wholesaler, etc.)

Construction contractor

j. Identify principal product or service

construction labor

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the past 6 months, the Employer has failed to bargain in good faith by refusing to comply fully with Union information requests duly served on the Employer to process the pending grievance and otherwise to enforce the governing collective bargaining agreement ("CBA"). The Employer has also failed to bargain in good faith by, for example, unilaterally changing terms of the CBA by, among other means, subcontracting bargaining-unit work to a non-union signatory and paying less than the contract-required wages and benefits for the performance of contract-covered work.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Construction and General Laborers Local 563

4a. Address (Street and number, city, state, and ZIP code)

901 14th Avenue, N.E.  
Minneapolis, MN 55413

4b. Tel. No. 612-781-6933

4c. Cell No.

4d. Fax No.

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

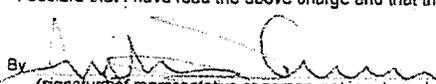
Laborers International Union of America

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 612-465-0108

Office, if any, Cell No.

By   
(signature of representative or person making charge)

Justin D. Cummins, Esq.

(Print type name and title or office, if any)

Fax No. 612-465-0109

e-Mail

justin@cummins-law.com

Address 1245 International Centre; 920 S. Ave. S.; Mpls., MN 55402

10/11/16  
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 4

# EXHIBIT 5

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DO NOT WRITE IN THIS SPACE

Case  
18-CA-185912

Date Filed  
December 21, 2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

KMAC, Inc. and Accoustical Sound Floors, Inc., a single employer, joint employer, and/or alter ego

b. Tel. No. 952-896-1700

c. Cell No.

d. Address (Street, city, state, and ZIP code)

PO Box 548  
Hutchinson, M 55350

e. Employer Representative  
Douglas Seaton, Esq.

Seaton, Peters & Revnew, P.A.  
7300 Metro Boulevard, Suite 500  
Edina, MN 55439

f. Fax No. 952-896-1704

g. e-Mail  
dseaton@seatonlaw.com

h. Number of workers employed  
more than 10

i. Type of Establishment (factory, mine, wholesaler, etc.)  
Construction contractor

j. Identify principal product or service  
construction labor

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) and 8(d) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In the last six months, the Employer has repudiated the collective bargaining agreement ("CBA") with the Union and, therefore, the collective bargaining relationship by subcontracting out bargaining-unit work and designating that work as non-union work not subject to the CBA. In addition, the Employer has failed to bargain in good faith by, for example, unilaterally changing terms of the CBA by, among other means, subcontracting bargaining-unit work to a non-union contractor and paying less than the CBA-required wages and benefits for the performance of CBA-covered work. By its conduct, the Employer has also evaded its obligations under the CBA by operating double-breasted as a single employer, joint employer, and/or alter ego with a non-union contractor.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Construction and General Laborers Local 563

4a. Address (Street and number, city, state, and ZIP code)

901 14th Avenue, N.E.  
Minneapolis, MN 55413

4b. Tel. No. 612-781-6933

4c. Cell No.

4d. Fax No.

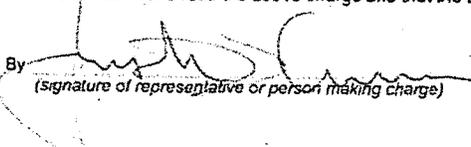
4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Laborers International Union of America

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 612-465-0108

By   
(Signature of representative or person making charge)

Justin D. Cummins, Esq.  
(Print type name and title or office, if any)

Office, if any, Cell No.

Fax No. 612-465-0109

e-Mail  
justin@cummins-law.com

Address 1245 International Centre, 920 S Ave S, Mpls, MN 55402

12/21/16  
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

# EXHIBIT 6

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UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

KMAC, INC. AND ACOUSTICAL SOUND  
FLOORS, INC., Alter Egos and a Single Employer

and

CONSTRUCTION AND GENERAL LABORERS  
LOCAL 563

Case 18-CA-185912

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Construction and General Laborers Local 563 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that KMAC, Inc. (Respondent KMAC) and Acoustical Sound Floors, Inc. (Respondent Acoustical), herein collectively called Respondent, have violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on October 11, 2016, and a copy was served on Respondent KMAC by U.S. mail on that same date.

(b) The first amended charge in this proceeding was filed by the Union on December 21, 2016, and a copy was served on Respondent by U.S. mail on that same date.

2. (a) At all material times, Respondent KMAC, has been a corporation with an office and place of business in Hutchinson, Minnesota, Respondent's facility, and has been engaged in operating a gypsum concrete flooring business.

(b) At all material times, Respondent Acoustical, has been a corporation with a Post Office Box in Cosmos, Minnesota and a place of business in Hutchinson, Minnesota, Respondent's facility, and has been engaged in operating a gypsum concrete flooring business.

3. At all material times, Respondent KMAC and Respondent Acoustical have had substantially identical management, business purposes, operations, equipment, customers, supervision, and ownership; have been affiliated business enterprises with common premises and facilities; have administered a common labor policy; have interchanged personnel; and have held themselves out to the public as a single-integrated business enterprise with a common business purpose.

4. In about December 2007, Respondent Acoustical was established by Respondent KMAC as a disguised continuation of Respondent KMAC.

5. Respondent KMAC established Respondent Acoustical, as described above in paragraph 4, for the purpose of evading its responsibilities under the Act.

6. Based on the operations and conduct described above in paragraphs 3, 4, and 5, Respondent KMAC and Respondent Acoustical are, and have been at all material times, alter egos, and a single employer within the meaning of the Act.

7. During the preceding twelve-month period, Respondent, in conducting its collective business operations described above in paragraph 2, purchased and received goods and materials valued in excess of \$50,000 directly from suppliers located outside the State of Minnesota.

8. At all material times, Respondent has been engaged in commerce within the meaning of Section 2(2), 2(6), and (7) of the Act.

9. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

10. (a) At all material times, Janet McClure has been an owner and/or a manager of Respondent KMAC and an agent of Respondent KMAC within the meaning of Section 2(13) of the Act.

(b) At all material times, James McClure has been an owner and/or a manager of Respondent KMAC, a supervisor of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(11) of the Act, and an agent of Respondent KMAC and Acoustical within the meaning of Section 2(13) of the Act.

(c) At all material times, Donald Martin has been the owner and/or a manager of Respondent Acoustical, a supervisor of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(11) of the Act, and an agent of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(13) of the Act.

(d) At all material times, Patrick McClure has been a supervisor of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(11) of the Act and an agent of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(13) of the Act.

(e) At all material times, Scott Ryan has been a supervisor of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(11) of the Act and an agent of Respondent KMAC and Respondent Acoustical within the meaning of Section 2(13) of the Act.

11. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of Respondent performing Laborers work within the jurisdiction of the Union including but not limited to the classifications described in Schedule 16 of the most recent collective bargaining agreement described below in paragraph 13.

12. On about July 25, 2007, Respondent, an employer engaged in the building and construction industry, entered into the Metropolitan Builders Agreement, whereby it agreed to be bound by the collective-bargaining agreement between the Union and the Metropolitan Builders Division of Associated General Contractors of Minnesota and the Minnesota Concrete and Masonry Contractors Association.

13. By entering into the agreement described above in paragraph 12, Respondent recognized the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union's majority status had ever been established under Section 9(a) of the Act. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms for the period May 1, 2016 to April 30, 2019.

14. Since at least 2007 and most recently from May 1, 2016 to April 30, 2019, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

15. Since at least 2016, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representatives of the employees in the Unit employed by Respondent Acoustical.

16. Since at least 2016, Respondent has failed and refused to apply the terms of its collective-bargaining agreement referred to in paragraph 13 to its Unit employees employed by Respondent Acoustical including but not limited to failing/refusing to make contractual wage and fringe benefit allocations.

17. The subjects set forth above in paragraph 16 relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

18. Respondent engaged in the conduct described above in paragraph 16 without the Union's consent.

19. Since at least 2016, Respondent has not honored and has repudiated the collective-bargaining agreement described above in paragraph 13 for its Unit employees employed by Respondent Acoustical.

20. By the acts and conduct described above in paragraphs 4, 5, 15, 16, 18, and 19, Respondent has failed and refused to bargain collectively and in good faith with the representative of its employees, and Respondent thereby has been engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

21. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 15, 16, 18, and 19, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's management representative read the notice to the employees on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraphs 10(a) – (e).

The General Counsel further seeks as part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 4, 5, 15, 16, 18, and 19, an Order requiring Respondent to make whole its employees and appropriate fringe benefit funds for the loss of pay, benefits and contributions from the date of Respondent Acoustical's first project consistent with the Board's Order in *Vallow Floor Coverings, Inc.*, 335 NLRB 20 (2001).

The General Counsel further seeks other relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before April 12, 2018, or postmarked on or before April 11, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional

means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **July 23, 2018, Federal Office Building Suite # 232 NLRB Hearing Room, 212 3rd Ave S, Minneapolis, Minnesota** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 29, 2018

**Jennifer A. Hadsall**

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JENNIFER A. HADSALL  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 18  
Federal Office Building  
212 Third Avenue South, Suite 200  
Minneapolis, MN 55401-2657

Attachments

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

RECEIVED APR 02 2018

Case 18-CA-185912

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

THOMAS R. REVNEW , ESQ.  
SEATON PETERS & REVNEW  
7300 METRO BLVD STE 500  
MINNEAPOLIS, MN 55439-2308

KMAC, INC.  
PO BOX 548  
HUTCHINSON, MN 55350-0548

JUSTIN D. CUMMINS , ATTORNEY  
CUMMINS & CUMMINS, LLP  
920 SECOND AVENUE SOUTH  
1245 INTERNATIONAL CENTRE  
MINNEAPOLIS, MN 55402-3318

CONSTRUCTION AND GENERAL  
LABORERS LOCAL 563  
901 14TH AVE NE  
MINNEAPOLIS, MN 55413-1510

# EXHIBIT 7

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**METROPOLITAN BUILDERS AGREEMENT**  
**May 1, 2016 – April 30, 2019**

**THIS AGREEMENT**, by and between, or on behalf of the parties and in the capacities and status designated in Article 2, here, establish rates of pay, wages, hours of employment, fringe benefits, and vacations, where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction work in the State of Minnesota. Throughout this Agreement, wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore. Also, throughout this Agreement whenever the term Laborers appears, it applies to all classifications, including Plaster Tenders.

**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**

A. The Associated General Contractors of Minnesota (hereinafter called AGC), the Minnesota Concrete and Masonry Contractors Association (hereinafter called MCMCA), and the Minnesota Drywall and Plaster Association (hereinafter called MDPA) is each 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 AGC, whose members are listed on Schedule 1, which is attached hereto, and on behalf of such additional Employers as may execute identical counterparts thereof through AGC, the MCMCA, and the MDPA are entitled to recognition, in such capacity, as agent and collective bargaining representative for the Employers who are or may become parties hereto, for all purposes of this Agreement, including its right in such capacity, to represent such Employer parties before the 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 AGC or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

C. The MCMCA members who have agreed to be bound to the terms of this Agreement through MCMCA or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

D. The MDPA members who have agreed to be bound to the terms of this Agreement through MDPA or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

E. The labor organizations on their own behalf and on behalf of the Employees whom they represent and on whose behalf they are recognized or to be recognized (hereinafter called 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. The status of the Union is several and not joint, as related to other craft unions.

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

The Employers hereby recognize the Union 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, fringe benefits, vacations where applicable, and other conditions of employment. The respective Union is hereby recognized

hereunder by the Employers as the sole and exclusive bargaining representatives of the Employees represented by them. The respective Union represents that they are qualified for such recognition.

#### **ARTICLE 4 Scope of Agreement**

This Agreement shall govern work done in the counties of Anoka, Carver, Chisago, Dakota, Goodhue County north of State Aid Highway (CSAH) 9, excluding the city limits of Lake City and a one mile radius outside the city limits of Lake City, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright.

#### **ARTICLE 5 Union Security**

The Union 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 personal notification by a bona fide representative of the Union to a responsible representative of the Employer on the job. The Union shall be entitled to approach individual Employees for organizational purposes as provided by law.

The Employer shall honor lawful wage assignments by Employees, and upon receipt of such wage assignments will withhold from Employee's pay the regular Union initiation fees and periodic dues customarily paid by members of the Union and remit same promptly to the designated Union representative, Union office or agent on a monthly basis. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each Employee has been paid. The Union agrees to indemnify and hold the Employer harmless from any claims or liability which might arise for the Employer because of compliance with this Article.

#### **ARTICLE 6 Hiring Employees**

There shall be no discrimination or harassment against any Employee because of affiliation or non-affiliation with the Union, race, color, age, sex, disability, creed, political or religious beliefs.

Nothing in this Agreement shall be deemed to constitute a hiring hall or to require the Employers to call only the Union for Employees, or to hire only Employees referred by the Union.

When called and the Union fails to provide qualified workers within twenty-four (24) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale as contained herein.

The Employer shall inform Employees that the Employer is a Union Contractor and as such, Employees on or before the eighth (8th) day of employment must become and remain members in good standing as a condition of employment.

On May 1, 1995, the Construction Craft Laborer Apprenticeship Program was established. 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.

**A. 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.

**B. 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 11.

## **ARTICLE 7 Insurance and Taxes**

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

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

C. The Union and Contractors agree to work jointly to file prevailing wage registration forms on a timely basis with the Minnesota Department of Labor.

D. The parties hereby agree that the Employers, who are parties to this Agreement may, at their option, participate in the Union Construction Workers Compensation Program, a collectively bargained workers compensation program, which will enable the Employers to provide workers compensation benefits to eligible Employees under this Collective Bargaining Agreement.

## **ARTICLE 8 Conflicting Agreements**

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

If the Union enters into any Agreements with any individual Employer or group of Employers competing in the same type of work which provides for his, its, or their Employees less favorable wages, hours or conditions than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions.

## **ARTICLE 9 Violation of Agreement**

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

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

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

**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**

A. 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 ten (10) working days after the first occurrence of the event or knowledge of the condition giving rise to the grievance. The Union shall copy the AGC on written grievances and the AGC shall verify receipt of notification.

B. **Settlement.** Within 10 working days of receipt, the AGC shall communicate with the Union and the affected Contractor and make an attempt to facilitate settlement of the grievance.

C. **Disputes Board.** If a satisfactory settlement cannot be reached between the Union and the Employer within fifteen (15) working days of the matter being brought to the parties' attention the matter may be brought to the Labor-Management 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 and the Union. (The rules of the Disputes Board shall be those already adopted by the Joint Committee.)

Both parties must sign an Agreement to bring the matter to the Disputes Board. Both parties must sign the document binding them to Board decisions. If either party does not attend the 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.

The Disputes Board is made up of equal numbers of Management and Labor representatives, neither of whom may be from the Union(s) or Employer(s) involved in the dispute, who will 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 of the terms or provisions of this Agreement. All decisions of the Disputes Board shall be final and binding on the parties.

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

D. **Arbitration.** 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 Disputes Board, then the matter may be referred to Arbitration. Within ten (10) working days after the dispute is referred to arbitration, the parties shall ask the Federal Mediation and Conciliation Service for a list of five (5) Arbitrators from which the aggrieved party shall elect which party shall first strike one (1) name and the other party shall then strike one (1) name, and the parties will alternately strike names until there is one (1) name left. The final name shall be selected as the Arbitrator. The Arbitrator thus selected shall set the time and place for hearings, which shall begin no later than ten (10) working days after his or her 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 Arbitrator shall be final and binding on the parties to this Agreement who are the parties to the dispute; provided, however, that the Arbitrator shall have no power to add to, delete, or modify any provisions of this Agreement.

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

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

Any of the timelines in this Article may be extended by written mutual agreement.

## **ARTICLE 12 Management**

Management reserves the right to manage its jobs in 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 Safety**

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

B. To this end, the Employer shall from time to time issue rules or notices to its Employees regarding on the job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions. Further, the Employer will encourage Employees to attend safety training available through the Construction Laborers Education, Apprenticeship & Training Fund of Minnesota & North Dakota.

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

D. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the Laborers District Council and the AGC of Minnesota, is incorporated herein by reference and is made a part of this Collective Bargaining Agreement.

Employers may require drug and alcohol testing of Employees and applicants for employment including random testing if the Employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC program and applicable statutes. This program is available to any signatory Employer on a non-mandatory basis.

## **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 secondary picket lines or banners and it shall not apply to jurisdictional picket lines or banners or watch persons employed by the contractor.

## **ARTICLE 15 Strikes, Lockouts, Work Interference, Picketing and Banners**

The Union and the Employers agree that there shall be no strikes, lockout, work-stoppages, slow-down, sit-down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout, during the existence of this Agreement without first giving the Employer forty-eight (48) hours written notice and sending the dispute through the procedures established in Article 11. Forty-eight (48) hours' notice will be provided before picketing or bannering.

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

**ARTICLE 16**  
**Subcontractors**

The Employer agrees that, while subletting or contracting out Laborers work at the job site, the Employer will sublet or contract such work only to a subcontractor who has signed or is otherwise bound by a written labor agreement entered into with the Union.

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

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

**ARTICLE 17**  
**Union Representatives**

Only authorized Union Representatives shall have the right to confer with Employees on the job. Each and every Union Representative shall first contact the job superintendent or foreman or whoever is in charge of the project, before conferring with any Employee. At no time shall such Union Representative hinder or interfere with the progress of the work.

It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

**ARTICLE 18**  
**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 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**  
**Application of Wage Rates**

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

**ARTICLE 21**  
**Payday and Wage Payment**

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

B. Wages shall be paid at or before the end of the shift of the designated payday. Failure on the part of the Employer to comply with this provision shall entitle the Employee to an extra four (4) hours pay.

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

- D. An Employee who quits will be paid any wages due him at the next regular payday.
- E. The Employer agrees to provide the following information on the Employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, net pay.

**ARTICLE 22**  
**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, Training/Apprenticeship and LECET as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The Fringe Benefit Funds shall be known separately as the Minnesota Laborers Pension Fund, the Minnesota Laborers Health and Welfare Fund, the Minnesota Laborers Vacation Fund, the Construction Laborers Education, Training and Apprenticeship Fund of Minnesota and North Dakota and the Minnesota Laborers-Employers Cooperation and Education Trust (LECET) Fund and collectively as the Minnesota Laborers Fringe Benefits Fund under separate Trust Agreements, hereinafter called "Fund(s)", copies of which are available upon request from the Fund Administrator, and to which the Employer is automatically bound. The Trustees shall equally represent the Union and the Employer.

1. The fringe benefit contributions are to be paid on one check and submitted to the agent of the Funds as designated by the Trustees.

2. (a) The Employer is required to accurately report all hours worked by each Employee covered by this Agreement on a report form provided by the Fund Administrator.

(b) All fringe benefit contributions are paid on an hourly basis on all hours worked. This includes straight time, one and one-half time and double time. The Vacation contribution is taxable and is paid for work performed at one and one-half and double time (see Schedule 18). The Pension, Health and Welfare, Training LECET and FCF contributions are not pyramided, but shall be paid for all hours worked. Example: If hourly wage is \$3.00 plus \$.10 for Pension, Health and Welfare, Training, LECET and FCF plus \$.02 Vacation; time and one-half overtime wage rate is \$4.50 plus \$.10 for Pension, Health and Welfare, Training, LECET and FCF plus \$.03 Vacation; double time overtime wage rate is \$6.00 plus \$.10 for Pension, Health and Welfare, Training, LECET and FCF plus \$.04 Vacation.

3. (a) In the event that a National Health Insurance Program is enacted, the Employer contribution to the current Health and Welfare Plan shall be applied to any cost incurred by the Employer and/or the Employees covered hereunder in connection with such National Health Plan.

(b) If the current Employer contribution is in excess of the cost of such National Health Plan, then at the discretion of the Employees covered hereunder, the difference shall become a contribution to either a supplemental health and welfare insurance plan and/or one of the existing Pension Plans.

(c) If any local governing body or the state passes a new law or local ordinance within the geographic scope of this agreement that requires the employer to provide new paid leave benefits to employees during the life of this agreement, the parties agree that they will meet and confer for the purpose of drafting language to insert into this agreement that will provide an express and unambiguous waiver of such new paid leave requirements if the applicable law or local ordinance so allows.

4. There shall be no requirement that Employees sent to work outside the scope of this Agreement be paid fringes, nor shall the Employer be required to duplicate fringe contributions. The Employer shall maintain adequate records from which the Funds may determine whether Employees worked outside the scope of the Agreement.

5. (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), the Employer shall also 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) An Employer is also required to pay interest on all delinquent fringe benefit contributions at the rate prescribed by the Trustees in the Trust Agreements as may be amended from time to time.

(d) If an Employer becomes delinquent for a particular work month (as provided in (a) above), as to any or all of the Trust Funds, or should the Trust Funds reasonably deem itself insecure in the payment or collection of fringe benefit payments by reason of the Employer's past delinquencies, insolvency, insufficient capitalization, and/or lack of assets subject to attachment within the State in which work is performed, then the Fund Administrator, upon submission of an affidavit of the Fund Administrator to Employer attesting to same, shall have the right to compel the Employer to post a cash or fringe benefits surety bond (in a form acceptable to the Fund Administrator) in the face amount of the greater of \$20,000 or 125% of the total fringe benefit payments reasonably estimated to come due within the six (6) months following the date of Fund Administrator's affidavit. This bond may be required whether or not a delinquency exists at the time and may be required in addition to a bond posted for a prior delinquency.

The Union shall refuse to supply workers 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 required under this Article.

(e) Illustration of clauses (a), (b), (c), and (d): If an Employer's report and payment for fringe benefit contributions for the January work month have not been postmarked before February 16, such Employer becomes delinquent at that point and must pay the full amount due, plus 10% of the delinquent amount, plus interest. If the report and the full payment for January (including the 10% liquidated damages amount and interest) are not postmarked before March 16, the Fund Administrator may submit an affidavit to the Employer and the Employer must then post a bond in the amount of \$20,000 or 125% of the estimated amount whichever is greater, in addition to reporting and paying the full amount due.

(f) 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 expense actually incurred by the Union in collecting amounts due the Trust Funds, which expenses shall be deemed to be costs of collection incurred on behalf of the Trust Funds.

(g) Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees, or the Union, or their authorized agents, on demand, a complete set of all relevant employment and payroll records, including but not limited to federal forms W2 and W3, federal quarterly 941 forms, federal forms 1099 and 1096, Minnesota Unemployment Quarterly Reports (MUTAs or MN UCs) or such similar state required quarterly reports, time cards, payroll and check registers. This includes any other relevant information that may be required in connection with the administration of the Trust Funds. The Trustees, the Union, or their authorized agents may examine such records whenever such examination is deemed necessary by the Trustees, the Union or their authorized agents in connection with the proper administration of the Trust Funds.

If any Employer fails or refuses to furnish its payroll records to the Trustees, the Union or their authorized agents upon demand or refuses to afford the Trustees, the Union or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees or the Union may enforce such rights by legal action, in which event all attorney fees, service fees, filing fees, court reporter fees and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction by the Trustees. The Union shall also have the right to take economic action to enforce such rights on behalf of the Union and the Trustees and the Trust Funds shall reimburse the Union for picketing and bannering expenses actually incurred in enforcing such rights.

Each Employer bound to this Agreement is obligated to maintain adequate records to identify the type of work being performed by its Employees to allow the Funds to determine whether the Employer is accurately reporting hours to the Funds. If the Employer fails to maintain satisfactory records from which the type of work being performed by an individual may reasonably be determined, the Employer will be held liable for all of the hours worked by that individual for whom the Employer is unable to produce satisfactory records verifying the type of work being performed by that individual.

(h) 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. The Trustees or the Funds may proceed with legal action without pursuing or participating in any dispute resolution process contained in this Agreement.

(i) 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 from the first date of employment, REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION.

(j) No Agreement will be signed with any Employer who is delinquent with the submission of payment for fringe benefit contributions, past or present, unless or until fully paid. An Employer with a history of delinquencies may be required to post a fringe benefit bond in the manner and amounts as provided for in this Article, prior to the execution of a new Agreement. Any and all fringe contribution rates shall be open for adjustment on any anniversary date upon thirty (30) days written notice to the Employers. Such adjustments shall operate to adjust wages in like amount.

6. Any and all fringe contribution rates shall be open for adjustment on any anniversary date upon thirty (30) days written notice to the AGC. Such adjustments shall operate to adjust wages in like amount.

7. The Parties agree to the possibility of starting an annuity (defined contribution plan) during the term of this Agreement funded out of the existing package and administered by the Pension Fund Trustees.

8. Any Employer signatory to this agreement may submit in writing to the Fund Coordinator, a request for information and shall be entitled to receive information regarding delinquent status of another Employer. This information is available only when a Prime Contractor/ Subcontractor relationship exists.

### **ARTICLE 23 Worker Readiness**

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

A. During the term of this Agreement, all workers covered by this Agreement should attend and successfully complete the OSHA 10-hour and the Scaffold Certification courses at the Construction Laborers Education and Training Center.

B. During the term of this Agreement, all workers covered by this Agreement should attend a minimum of sixteen (16) hours of skill improvement classes sponsored either by the Employer or the Education and Training Fund at the Laborers Training Center.

C. Scheduling of these courses shall be the responsibility of the Employee in collaboration with the Employer, Union and the Education and Training Fund.

### **ARTICLE 24 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 25 Entire Understanding**

This Agreement covers the entire understanding and past jurisdictional practices between the parties hereto. Nothing which is not contained herein will be of any force or effect upon any party hereto. This Article shall not apply to the Letter of Understanding relating to Picket Line Clause of July 2, 1975.

### **ARTICLE 26 Duration**

A. All terms of this Agreement become effective May 1, 2016.

B. This Agreement shall remain in full force and effect through April 30, 2019.

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

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

## **METROPOLITAN BUILDERS SCHEDULES**

### **SCHEDULE 1 List of Contractors**

### **SCHEDULE 2 Others Doing Laborers' Work**

If weather conditions cause a project to be partially shut down, the Employer shall not remove Laborers from their work and send them home for the day and continue performing Laborers' work with another trade. If a violation occurs, the Laborer shall receive equal compensatory pay.

### **SCHEDULE 3 Call-In Pay**

Employees shall receive full-time pay for all time spent in the service of the Employers. There shall be no split shifts. When an Employee is called to work, he shall receive two hours' pay if not put to work. If he is called to work and commences work, he shall be guaranteed a minimum of four (4) hours pay; these provisions, however, are not to be effective when work is unable to proceed because (1) railroads 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.

### **SCHEDULE 4 Travel and Subsistence Allowance**

When money is paid an Employee under this Agreement to reimburse the Employee for all or part of the expenses actually incurred by him in the furtherance of the Employer's interests, including travel expenses and subsistence allowances, such payment shall not be included as part of the wages paid to the Employee.

### **SCHEDULE 5 Notice**

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

### **SCHEDULE 6 Job Stewards**

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

The Employer agrees that on any job where there are Employees covered by this Agreement employed, the Steward shall be kept on the job, if the crew is reduced due to weather or working conditions and/or if any Employees

covered by this Agreement are kept on the job. The Steward, however, will not be an additional worker and shall be a part of the working crew.

### **SCHEDULE 7 Hours, Shifts, Overtime, Sundays and Holidays**

A. 7:30 a.m. to 4:00 p.m. shall constitute a regular day shift. However, as a means to promote job efficiency, the Employer may adjust the 7:30 a.m. start time up to two (2) hours earlier.

All Employees who work other than the day shift shall receive eight (8) hours pay for seven (7) hours work if such shifts continue for four (4) consecutive working nights or more. If such night shifts do not so continue, all time worked hereon shall be paid for at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay.

All time worked in excess of eight (8) hours in any one day period or on Saturday, shall be paid at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay.

Double time shall be paid for all work performed on Sunday and the following holidays or days celebrated as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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

C. It is agreed that in situations beyond the control of the contractor, in owner occupied buildings or facilities, the contractor may schedule all work, or portions of work, which starts and ends outside the normal work day. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time. In the event such work is required, the contractor will provide the Union with advance notification of at least twenty-four (24) hours that work is being performed outside the regular schedule.

D. It is agreed that when Employees covered by this Agreement are directed by their Employer to work outside the territorial jurisdiction of this Agreement, such Employees shall be paid not less than the scale of wages, including fringe fund contributions provided for in this Agreement, and if the scale of wages is higher than provided for in this Agreement, the higher rates shall be paid.

E. Notwithstanding the language in item A. above, for demolition work only. The Contractor may schedule work as a single shift that starts after 10:00 p.m. Sunday through Thursday. All Employees working this shift shall receive eight (8) hours pay for seven (7) hours work if such shift continues for four (4) consecutive working nights or more. If such shifts do not continue, all time worked on Sunday shall be paid at the two (2) times the regular straight time hourly rate of pay. All other time worked shall be paid at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay.

F. Notwithstanding the language in item A. above, **for masonry work only**. The Employer may schedule four (4) 10-hour days, Monday through Friday to constitute the forty (40) hour week at straight time. In the event that any one of the regularly scheduled days cannot be worked due to inclement weather, the fifth non-weekend day may be used as a make-up day. The Employer is to notify the Union by fax or email prior to establishing a schedule of four (4) ten-hour days.

When 4/10s are scheduled, all time worked in excess of ten (10) hours in any one day or on Saturday shall be paid at the rate of one and one-half (1½) times the Employee's regular straight time hourly rate of pay. All time worked on Sundays and Holidays shall be paid at double the Employee's regular straight time hourly rate of pay.

This provision will expire on April 30, 2019.

### **SCHEDULE 8 Breaks**

A. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular work day. If an Employee is required to work five (5) consecutive hours without a meal break, he shall be compensated for the thirty (30) minutes so worked at the applicable rate of pay. This is not to be construed to deny the Employee time to eat his meal.

B. There shall be one break in the forenoon and one break in the afternoon. The break shall not exceed ten (10) minutes from the time work stops until work resumes. The break shall be taken in close proximity to the Employee's work station. On shift work this schedule shall apply.

**SCHEDULE 9**  
**Watchpersons**

Watchpersons shall receive the Construction Craft Laborer Class 4 rate per hour on the basis of a forty (40) hour week, with time and one-half for overtime after forty (40) hours, but not for daily overtime over eight (8) hours, nor for Saturday, Sunday, and holiday time, unless such hours are worked beyond forty (40) hours. When two or more Watchpersons are employed overtime shall be divided equally. Watchpersons shall not be required to tend Salamanders or perform any manual labor; provided however, that the foregoing classification of Watchperson shall be eliminated from the Agreement in the event that it should be determined by the National Labor Relations Board that Watchpersons qualify as Guards within the meaning of the Labor-Management Relations Act of 1947.

**SCHEDULE 10**  
**Tending of Salamanders**

When tending of Salamanders is required at night, two Laborers for each shift shall be hired at straight time with a maximum week of forty (40) hours.

**SCHEDULE 11**  
**Work in Two Wage Classifications**

Employees working in a classification which provides for a rate in excess of the Construction Craft Laborer rate shall be paid four (4) hours at the higher rate if they perform work in the higher classification for two (2) to four (4) hours. They shall be paid eight (8) hours at the higher rate if they perform work in the higher rate classification over four (4) hours. If they perform work in the higher rate classification for two (2) hours or less or if the work is shut down, they shall be paid the higher rate for the hours actually worked in the higher rate classification.

**SCHEDULE 12**  
**Air Pressure on Caisson Work**

In the event air pressure is needed on caisson work, the rate will be negotiated between the Union and Employer prior to starting the job.

**SCHEDULE 13**  
**Labor Foreman**

On all construction jobs where eight (8) or more workers are employed, there shall be a Labor Foreman who shall receive wages as set forth herein.

**SCHEDULE 14**  
**Apprenticeship Training**

A. 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.

B. 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.

C. 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.

### **SCHEDULE 15 Contract Administration Fund**

A. Contractors signatory to this Agreement shall pay four cents (\$.04) per hour worked to a Contract Administration Fund.

B. All money collected as provided herein shall be remitted to the office of the fringe benefit Fund Administrator not later than the fifteenth (15th) day of the month following the month in which the work was performed. Contributions to this Contract Administration Fund shall be made on a voluntary basis.

C. The Contract Administration Fund shall be administered solely by the Associated General Contractors of Minnesota and shall be used entirely for purposes associated with the negotiation and administration of this contract and related fringe benefit funds.

### **SCHEDULE 16 Classifications**

Any question relative to the classification of a worker will be settled by the Employer and the Union. Wage rate classifications in this contract establishes only a rate of pay for Employees employed by Management and in no way relates to manning projects.

The following job titles are for rate classification purposes and do not constitute an exhaustive list of work performed by Laborers. All work performed by Laborers not otherwise listed below shall be paid as Classification 1 work.

#### **Classification 1**

Construction Craft Laborer  
Asbestos and Hazardous Waste Tech  
Carpenter Tender – including but not limited to loading, unloading, stockpiling, staging, removal and disposal of materials and equipment (excluding unwrapped or unpackaged custom fabrications), and clean-up related to tending carpenters.  
Chain Saw Operator  
Cleanup - all types, including Job Site Clean Up (excluding janitorial work)  
Concrete Saw, Drill Operator  
Concrete Vibrator  
Concrete Laborer  
Confined Space Watch  
Damp Proofer below grade  
Demolition and remodeling excluding demolition of an entire structural system  
Demolition of Mechanical Systems  
Drill Runner Helper  
Dump person - dirt, asphalt, concrete, cement  
Firewatch  
Flagperson/Traffic Control with certification  
Heater Tender - all types, including Ground Thaw  
Hot Tar Caulker - corker  
Hydro Blast or Waterblaster  
Joist Handlers  
Lead Abatement  
Mason Tender – including but not limited to tending & maintaining automated and robotic brick and block laying machinery  
Material Handlers - all types Power Buggy  
Mortar Mixer - cement or any other substitute material or composition  
Nuclear Worker – including but not limited to decontamination and lead shielding  
Pipe Handler  
Pipe Support Worker  
Pneumatic and Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.

Rebar Laborer  
 Remote Control Tamper  
 Signal Person  
 Snow Blower Operator  
 Swing Stage Line Scaffold (not including "patent" scaffolding)  
 Tool Crib Checker  
 Torchperson - gas, electric, thermal or similar device

**Classification 2**

Caisson Work  
 Mounted Wall Saw Operator  
 Nozzle Operator - gunite, cement, sandblasting, Micro Abrasive Blasting  
 Pipelayer  
 Pipe Rehab Technician - including cleaning, cutting, cameraing, etc.  
 Refractory Worker  
 Remote Control Demo Machine and related accessories (electric/hydraulic)  
 Sheeting Setter and Drivers, heavy building excavation  
 Underground Work - open ditch or excavation 8' below grade  
 Underpinning

**Classification 3**

Driller for blasting purposes  
 Dynamite Blasters or substitute products  
 Tovex TR, water, gas, gel, bristar, silent dynamite, etc.

**Classification 4**

Watchperson

**Classification 5**

Plaster Tender

**SCHEDULE 17  
 Wage Rates**

The Employer agrees to pay the wage rates including benefits as listed herein for all Employees covered under this agreement from the first day of employment, regardless of whether or not such Employees are members of the Union, including time spent traveling between work sites and time driving company owned trucks or equipment when under the direction and supervision of the Employer, and not including commuting to and from home.

**1. Journey Laborers**

**Metropolitan Area:** Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright counties.

**Effective May 1, 2016** - Total increase \$1.90 per hour

<u>Class</u>	<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>FCF</u> <sup>3</sup>	<u>Total</u>	<u>CAF</u> <sup>2</sup>
1	32.41	2.30	7.65	7.17	.32	.08	.02	49.95	.04
2	32.91	2.30	7.65	7.17	.32	.08	.02	50.45	.04
3	33.41	2.30	7.65	7.17	.32	.08	.02	50.95	.04
4	28.78	2.15	7.65	6.97	.32	.08	.02	45.97	.04

**May 1, 2017** Total increase \$1.95, allocations TBD

**May 1, 2018** Total increase \$1.95, allocations TBD

**Foreman** \$2.50 above classification employed in.

**General Foreman** \$2.50 above Foreman wage rate.

**Parking.** Employees with paid receipts or approved documentation shall be reimbursed up to \$5.00 per day for parking at the University of Minnesota, at the MSP airport, and in downtown Minneapolis, and downtown St. Paul.

Paid receipts or documentation must be submitted within 30 days. Effective May 1, 2017, the reimbursement shall increase to up to \$8.00.

**Red Wing Area:** Goodhue County north of State Aid Highway (CSAH) 9, excluding the city limits of Lake City and a one mile radius outside the city limits of Lake City.

**Effective May 1, 2016** - Total increase \$1.90 per hour

<u>Class</u>	<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>FCF</u> <sup>3</sup>	<u>Total</u>	<u>CAF</u> <sup>2</sup>
1	29.82	2.43	7.65	7.85	.32	.08	.02	48.17	.04
2	30.32	2.43	7.65	7.85	.32	.08	.02	48.67	.04
3	30.82	2.43	7.65	7.85	.32	.08	.02	49.17	.04
4	27.82	2.43	7.65	7.85	.32	.08	.02	46.17	.04

**May 1, 2017** Total increase \$2.84, allocations TBD

**May 1, 2018** Total increase \$2.84, allocations TBD

<sup>1</sup>Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1½) times when overtime is worked and at two (2) times on Sundays and Holidays.

<sup>2</sup>Contract Administration Fund is not part of the total package and is voluntary. See Schedule 15.

<sup>3</sup>Fair Contracting Foundation. See Schedule 18.

## 2. Plaster Tender

**Metropolitan Area:** Anoka, Carver, Chisago, Dakota, Goodhue County north of State Aid Highway (CSAH) 9, excluding the city limits of Lake City and a one mile radius outside the city limits of Lake City, Hennepin, Isanti, McLeod, Ramsey, Scott, Sherburne, Sibley, Washington and Wright Counties.

**Effective May 1, 2016** – Total increase \$1.90 per hour

<u>Class</u>	<u>Wage</u>	<u>Vac</u> <sup>1</sup>	<u>H&amp;W</u>	<u>Pen</u>	<u>Tr/Ap</u>	<u>Promo</u>	<u>FCF</u> <sup>2</sup>	<u>Total</u>
5	32.82	2.30	7.65	8.14	.32	.49	.02	51.74

**May 1, 2017** Total increase \$1.95, allocations TBD

**May 1, 2018** Total increase \$1.95, allocations TBD

**Foreman** \$2.50 above classification employed in.

**General Foreman** \$2.50 above Foreman wage rate.

**Parking.** Employees with paid receipts or approved documentation shall be reimbursed up to \$5.00 per day for parking at the University of Minnesota, at the MSP airport, and in downtown Minneapolis, and downtown St. Paul. Paid receipts or documentation must be submitted within 30 days. Effective May 1, 2017, the reimbursement shall increase to up to \$8.00.

<sup>1</sup>Vacation is a taxable wage and shall be paid for all hours worked and at one and one half (1½) times when overtime is worked and at two (2) times on Sundays and Holidays.

<sup>2</sup>Fair Contracting Foundation. See Schedule 18.

## 3. Apprentice Laborers

<u>Hourly Rate Under the Collective Bargaining Agreement</u>		<u>Covered Hours of Employment</u>
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 applicable hourly rate under the governing collective bargaining agreement is paid upon achievement of 4,000 covered work hours and 288 Related Training hours.

All fringe benefit contributions for Apprentices shall be the same as for a Journey Laborer except as follows: Pension contribution is \$.50 for Classification 5, Plaster Tender Apprentice. All other benefit contributions shall be the same as for a Journey Plaster Tender. An Employer may unilaterally pay wages to an Apprentice which are greater than the preceding minimum amounts.

All Health & Welfare, Pension, Vacation, Training, LECET, FCF and CAF contributions are to be sent to Zenith American Solutions, P.O. Box 124, Minneapolis, MN 55440-0124.

**SCHEDULE 18**  
**Fair Contracting Foundation, Labor-Management Cooperative Committee (LMCC)**

Effective May 1, 2013 the parties agree to participate in and fund the Fair Contracting Foundation of Minnesota (FCF) through a Labor-Management Cooperation Committee Trust Fund, pursuant to Sec. 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175a and Sec. 302(c)(9) of the Labor Management Relations Act, as amended.

The parties agree that the terms and conditions of this labor agreement help establish industry standards for safety, training, workforce availability, dependable benefits and reasonable wages. Unlawful conduct on construction projects jeopardizes these negotiated terms, interferes with contractors' lawful competition, erodes industry standards and conflicts with society's interests at large. Therefore, the FCF is established as a LMCC to monitor and enforce compliance with federal, state and local laws, rules and regulations. FCF's further purpose is to study and implement solutions to problems that impede fair competition and stunt economic development in the industry.

The Employer agrees to contribute every month, not later than the 15th day of the following month, hereinafter called the "due date," such sums for FCF as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The FCF contributions are to be paid on one check along with the other fringe benefit contributions and submitted to the agent of the Funds as designated by the Trustees.

The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, any amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated into this Article by reference.

This provision will expire on April 30, 2019.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed.

METROPOLITAN BUILDERS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS  
OF MINNESOTA

MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION

MINNESOTA DRYWALL AND PLASTER ASSOCIATION

LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA  
On behalf of Laborers Local 563 Minneapolis

**PLASTER TENDERING ADDENDUM TO THE**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE METROPOLITAN BUILDERS DIVISION OF ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA (“AGC”)**

**And**

**THE MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION**

**And**

**THE MINNESOTA DRYWALL AND PLASTER ASSOCIATION**

**And**

**THE LABORERS DISTRICT COUNCIL of MINNESOTA and NORTH DAKOTA  
ON BEHALF OF ITS AFFILIATED LOCAL UNIONS**

**EFFECTIVE MAY 1, 2016 THROUGH APRIL 30, 2019**

**Section 1. Parties to the Addendum and Agreement To Be Bound By The Metro Builders Agreement.**

This Addendum is hereby made to the collective bargaining agreement negotiated between the Metropolitan Builders Division of the Associated General Contractors of Minnesota, the Minnesota Concrete and Masonry Contractors Association, the Minnesota Drywall and Plaster Association, and the Laborers District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions, effective May 1, 2016 through April 30, 2019 (“Metro Builders Agreement”). This Addendum is entered into by the Minnesota Drywall and Plaster Association and the Laborers District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions (“Union”). This Addendum shall be binding upon Employers that are members of, or have delegated their bargaining rights to, the Minnesota Drywall and Plaster Association, and it shall be binding upon any Employers becoming signatory to this Addendum independently.

The Employers bound by this Addendum shall be bound by all terms and conditions of the Metro Builders Agreement for all Laborers work covered by the Metro Builders Agreement. Receipt and review of a copy of the Metro Builders Agreement is hereby acknowledged. The terms and conditions of the Metro Builders Agreement shall also apply to all Plaster Tender work within the geographic and work jurisdiction of this Addendum as defined in Section 3 below, except as specifically modified herein.

**Section 2. Recognition**

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the employ of the Employer with respect to wages, hours, fringe benefits and working conditions on any and all work covered by the Metro Builders Agreement and this Addendum.

The Minnesota Drywall and Plaster Association is hereby recognized as the exclusive bargaining representative of all Employers bound by this Addendum with respect to all work within the geographic and work jurisdiction defined in Section 3 of this Addendum, and said Association is further recognized as the exclusive body to select Employer representatives to serve on any joint committee board or trust created under this Addendum.

**Section 3. Scope of Addendum**

**3.01. Work Jurisdiction.** All work recognition and jurisdiction covered by this Addendum, when performed by the Employer shall include that work which has been historically and traditionally or contractually assigned to Plaster Tender members of the Laborers International Union of North America, including but not limited to the protective covering and cleaning, pertaining to Plastering, spraying of fire-proofing, unloading, erecting, dismantling, moving and adjustments to scaffolds, except stationary scaffolds build for other purposes before any Lathing and Plastering is done, shall be the work of the Plaster Tender.

This includes the installation, handling maintenance, and removal of piping and handling of hoses used with applicators, and starting, stopping, fueling, oiling, cleaning and maintenance of mixers, compressors used with

applicators, and applicators such as E.Z. On Tricoators, Tommy Guns, Universal, Essick and similar machines under the direction of the Employer or its representative.

**3.02 Geographic Jurisdiction.** The Employer agrees to abide by the trade and territorial Jurisdiction of Laborers Local 563 on all interior plastering and related work thereto, and all exterior Portland Cement Stucco or related work and finishes thereof, whether applied by hand or machine which are to be performed in the said Trade and Jurisdiction of the Laborers District Council of Minnesota and North Dakota, and the working rules of Laborers Local 563 hereinafter set below.

Said jurisdiction of Laborers Local 563 shall be the counties listed in the Metro Builders Agreement to which this addendum is attached plus the following counties: McLeod and Sibley Counties.

#### **Section 4. Hiring of Employees**

**Section 4.01. Journey Plaster Tenders, Journey Construction Craft Laborers performing Plaster Tender Work and Enrolled Apprentices.** The Employers agree to give the Union the first opportunity when hiring Journey Plaster Tenders, Journey Construction Craft Laborers to mean that the Employer shall call the Union for not less than the first 50% of their Journey Plaster Tenders, Journey Construction Craft Laborers to perform Plaster Tender work or Enrolled Apprentices.

**Section 4.02.** Construction Craft Laborers performing Plaster Tender work as described in this Addendum will be paid the Plaster Tender Journeyworker rate of pay and full benefit package in accordance with Schedule 17 of the Metro Builders Agreement.

#### **Section 5. Hours of Work**

**5.01.** The standard work day shall be from 7:40 a.m. to 4:30 p.m. with a half-hour for lunch. The Employer has the option, however, to vary the daily starting time. The basic work week shall be 40 hours, from Monday through Friday, inclusive. All work after eight (8) working hours, Monday through Friday, plus Saturdays, shall be classified as overtime and paid for at the rate of time and one half (1½) the base rate of pay, which includes vacation pay. Sundays and holidays shall be paid for at the rate of double (2) the base rate of pay, which includes vacation pay, and shall be permitted with the consent of the parties. No work shall be permitted on Labor Day under any circumstances.

**5.02. Residential Rates.** Residential rates will be determined on a joint labor and management basis if the need arises.

**5.03. Payday.** All members must receive their weekly pay in full on Friday, in an envelope, at or before the completion of the day's work. During continuous employment, the Employer may hold back two days' pay.

**5.04.** Where members of the Union have to wait beyond the time herein specified for their pay, or when laid off and not receiving their pay at once, the Employer shall pay two (2) hours of regular wages, and after an hour of said waiting time, the representatives of the Union shall be notified, who will prevent the Employees from working for said Employer until all wage claims are settled.

**5.05. Call in Pay.** When Employees are sent to a job when called for by the Employer and not put to work without a valid reason, they shall be paid two (2) hours' pay.

**5.06.** When Employees are sent to another Local jurisdiction where the wage scale is less than the scale set forth herein, they shall receive the scale of wages set forth in this Agreement.

**5.07.** All Employees who work other than during the standard work day shall receive eight (8) hours pay for seven (7) hours work if such work continues for at least three (3) consecutive working nights. If such night shifts do not so continue, all time worked other than during the standard work day shall be paid for at the rate of one and one-half (1½) times the Employees regular straight time hourly rate of pay. It is agreed that in situations beyond the control of the contractor, in owner occupied buildings or facilities, the contractor may schedule all work, or portions of work, which starts and ends outside the standard work day. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time. In the event such work is required, the contractor will provide the Local Union in the area with advance notification of at least twenty-four (24) hours that work is

being performed outside the standard work day. Any time worked in excess of eight and one-quarter (8¼) hours on any night shift shall be paid at double the basic hourly rate of pay.

## **Section 6. Working Conditions**

**6.01.** Any Employees sent from the City on work shall receive their transportation both ways, if they stay until the job is completed, or if they are discharged, but if they quit before the job is completed, they are entitled to transportation only one way, providing they have worked at least one week. Extra bus fare to suburban areas to be paid by the Employer within the 19 mile radius.

**6.02.** All tools and equipment for mixing and repairing, must be furnished and moved by the Employer (except saw, hammer, scraping trowel, and such tools as are ordinarily carried by a Plaster Tender).

**6.03.** Fifteen (15) minutes time shall be allowed for necessary cleanup during the regular work day.

**6.04.** Rungs of ladders used for browning or heavy work, shall not be spaced more than eight (8) inches apart.

**6.05.** No Employer or Apprentice is allowed to carry the Hod or help mix Mortar.

**6.06.** No Employee working alone on the job shall attempt to tend two (2) Journeyworker Plasterers, or one Plasterer and an Apprentice on browning inside or outside stucco work, fireproof jobs excepted.

**6.07.** The Employer shall not request or instruct any Employee except a Watchperson to go through a picket line of a striking Union. It shall be the privilege of the Employees to participate in a sympathetic strike, if, in the opinion of the Union it is deemed necessary.

**6.08.** The advent of modern machines and equipment has brought about the introduction of mechanical and more rapid handling methods of materials, mortars, and the elevating or transferring of such to the areas required. At times such transferring or elevating of materials and mortars, or the mixing thereof, creates work load peaks, or conditions that are deemed to be such, and are reported by the Employee or the Union representative, to be excessive and beyond his ability to reasonably perform. Then it shall be the obligation of the Employer to provide additional assistance to Employees to relieve and improve such conditions, or work load peaks and for failure or refusal to remedy such conditions when warranted, he shall be cited before the grievance committee within 48 hours, as provided for in Article 11.

When mixing operations and handling of materials must be carried on outside the building, on jobs of more than short duration, the Employer shall provide a suitable protective shed, tent, building or enclosure to protect the Employees from the elements of weather, including rain, snow, heat and cold, which may cause a hardship for the Employee to efficiently carry on his duties, and for the protection of materials, machinery and equipment, to thereby assure the Employer a continuous and efficient job operation if possible.

## **Section 7. Wages and Subsistence**

**Section 7.01. Plaster Tenders Wages, Fringes and Subsistence.** All Construction Craft Laborers performing Plaster Tender work are to be paid under the terms of Schedule 17 of the Metro Builders Agreement and this Addendum. Health & welfare, Pension, Vacation, Training, and Industry Promotion Fund Contributions are to be sent to: Zenith American Solutions, P.O. Box 124, Minneapolis, MN 55440-0124. Wage rates and contributions to the health and welfare fund, pension fund, training fund and vacation fund for all Employees performing Plaster Tender work from the first day of employment REGARDLESS OF WHETHER OR NOT SUCH EMPLOYEES ARE MEMBERS OF THE UNION and time driving company owned trucks or equipment by Employees covered by this Addendum when under the direction and supervision of the Employer, and not including commuting to and from home are as set forth in Schedule 17 of the Metro Builders Agreement and as set forth in this Addendum.

**7.02.** Swinging scaffold work shall be paid at the rate of fifty cents (\$.50) per hour in addition to the regular wage scale, on work above one story in height.

**7.03.** Plaster Pump operators shall receive seventy-five cents (\$.75) per hour in addition to the wage scale for operation of one pump; and one dollar (\$1.00) per hour for operation of two or more pumps. A list of qualified operators will be maintained by the Union and the Association. Operation of pumps shall be defined as when the pump is in operation or when maintenance is being performed on the pump.

**7.04.** If an Employee is called to work and commences work, he or she shall be paid not less than four (4) hours pay.

**7.05.** Beginning on May 1, 1973, and thereafter, anyone beginning business as an Employer, or any Employer who enters the Jurisdiction of Laborers Local 563, for the first time, must provide a bond for at least the sum of \$20,000.00, providing for the payment of all wages and fringes for at least three (3) years, after beginning as an Employer, or entering the Jurisdiction of Laborers Local 563 as such.

**7.06.** At the end of three (3) years experience of payments of wages and fringes it shall be determined whether continuance of a bond shall be required. Such decision shall be made by the Joint Board, as provided in Section 8 of this Addendum.

**7.07.** Employees shall work within a radius of 70 miles from the intersection of University Ave. and Emerald Street with no compensation for travel costs. Beyond the 70 mile radius, and more than 55 miles from the Employee's home of record the Employer agrees to pay as follows: 70 to 100 miles, be paid at twenty-five dollars (\$25.00) per day; over 100 miles, subsistence shall be paid at fifty dollars (\$50.00) per day. The distance from the Employee's home of record shall be measured by the shortest distance function of a computer based calculation approved on a labor-management basis. Refusal to travel outside the area of this Agreement shall not be grounds for discipline or discharge.

Also, bus fare once each way, and travel time once each way, on any jobs 70 miles and beyond from the intersection of University Avenue and Emerald St.

**7.08.** Where a zone line runs through any part of a City or Town, the next higher zone rate shall apply.

#### **Section 8. Joint Board.**

The parties shall establish a Joint Board made up of equal numbers of Management and Labor representatives, neither of whom may be from the Union(s) or Employer(s) involved in the dispute, who will meet regularly to settle any disputes (other than jurisdictional disputes), to avoid work stoppages, or other problems affecting productivity. The procedures of Article 11 (Settlement of Disputes) of the Metro Builders Agreement shall apply to resolution of any grievances arising under this Addendum, with the exception that the MDPA shall serve as the Employer Association in lieu of the AGC for any disputes under this Addendum.

#### **Section 9. Conflicting Agreements**

The Union agrees not to enter into any Agreement with any individual Employer or group of Employers competing in the same type of work as covered under this Addendum, providing for his or their Employees less favorable wages, hours and conditions as is herein specified without extending those same wages, hours and conditions to signers of this Agreement.

#### **Section 10. Duration**

The duration of this Addendum is governed by the attached Metropolitan Builders Agreement. This Addendum will not survive independent of the Metropolitan Builders Agreement, but it will renew with any successor agreement.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed.

METROPOLITAN BUILDERS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS  
OF MINNESOTA

MINNESOTA CONCRETE AND MASONRY CONTRACTORS ASSOCIATION

MINNESOTA DRYWALL AND PLASTER ASSOCIATION

LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA  
On behalf of Laborers Local 563 Minneapolis

#### LETTER OF UNDERSTANDING

The Associated General Contractors of Minnesota, Highway-Heavy, Metropolitan Builders and Outstate Builders, Minnesota Concrete and Masonry Contractors Association and Laborers District Council of Minnesota & North Dakota, on behalf of its affiliated Local Unions agree this Letter of Understanding applies to Article XIV (14) of this and all future Agreements:

ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA Metropolitan Builders Division and LABORERS DISTRICT COUNCIL OF MINNESOTA & NORTH DAKOTA on behalf of its affiliated Local Unions agree to the above Letter of Understanding, signed July 2, 1975 covering this Agreement and all agreements thereafter.

“The Union agrees to meet and confer with the AGC/MCMCA/MDPA in the event of ACA penalties or health insurance exchange options.”

Nothing in the aforementioned Memorandum of Understanding shall require the Union to agree to any Employer or Employer association proposal or agree to modify the Collective Bargaining Agreement in any way. Further, nothing in the Memorandum of Understanding shall require the parties to meet and confer on issues that are properly within the authority of the Trustees of the Minnesota Laborers Fringe Benefit Funds.

# EXHIBIT 8

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ARBITRATION

In Re, The Arbitration Between:

Laborers Local 563,

Union,

and

KMAC, Inc.,

Employer.

COPY

\* \* \*

TRANSCRIPT OF

PROCEEDINGS

\* \* \*

Taken before NEIL K. JOHNSON, on the 13th day of February, 2018, at Minneapolis, Minnesota, commencing at approximately 9:00 a.m.

EXHIBIT 8

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1 I guess I was really never told.  
 2 **Q So you still don't know?**  
 3 A I guess I was never told by their office.  
 4 **Q And, again, I'm trying to be respectful of**  
 5 **you and trying to be very straightforward**  
 6 **and it's a question I think you can**  
 7 **understand, and that question is when did**  
 8 **you first know you would be working for a**  
 9 **union company and a nonunion company?**  
 10 A I think I found that out actually back in  
 11 2005.  
 12 Four. Actually with my prevailing  
 13 wages and stuff like that.  
 14 **Q So when you came back in 2012 you knew that?**  
 15 A Yep.  
 16 **Q That's how it would work?**  
 17 A Yes.  
 18 **Q Now, when you were working with KMAC you**  
 19 **were in the laborers union.**  
 20 **Correct?**  
 21 A Yep.  
 22 **Q And have you ever worked for any other**  
 23 **company where you were working as a member**  
 24 **of the laborers union?**  
 25 A Yep.

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1 **Q What company was that?**  
 2 A Floor Tech.  
 3 **Q What's your term of employment at Floor**  
 4 **Tech?**  
 5 A Oh, I suppose February 19, 2016 to now.  
 6 **Q So February 9, 2016 to the present.**  
 7 **Have you ever worked for any other**  
 8 **floor company other than Floor Tech and**  
 9 **KMAC?**  
 10 A No.  
 11 **Q So at Floor Tech do they do any residential**  
 12 **jobs?**  
 13 A Yes, they do.  
 14 **Q When they do residential jobs do you still**  
 15 **get paid union rates?**  
 16 A Yes, we do.  
 17 **Q And benefits?**  
 18 A Well, of course.  
 19 **Q And you understand what those rates and**  
 20 **benefits are?**  
 21 A Yep.  
 22 **Q And the union has helped you understand**  
 23 **that?**  
 24 A Yep.  
 25 **Q So what has the union done to help you**

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1 **understand what their role is?**  
 2 A Their role is to stand behind us and make  
 3 sure that we are getting treated equally.  
 4 I mean that's the whole part of being  
 5 in a union, is equal opportunity.  
 6 **Q And you've known that since you've joined**  
 7 **the union.**  
 8 **Right?**  
 9 A Yes.  
 10 **Q And you didn't think you were being treated**  
 11 **fairly at KMAC.**  
 12 **Correct?**  
 13 A Correct.  
 14 **Q And you went to the union and told them**  
 15 **about that?**  
 16 A Correct.  
 17 **Q And when did you do that?**  
 18 A This was the time in Mankato.  
 19 **Q And when was that?**  
 20 A And Scott, he actually laid me off for a  
 21 couple weeks because of that. He said we  
 22 had no work.  
 23 **Q Okay.**  
 24 A Their way of laying you off is saying we  
 25 don't have any work, but everybody else is

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1 working.  
 2 **Q And there was a Mankato project.**  
 3 **What was the project?**  
 4 A Dude, I don't know. I could drive you to  
 5 it. I don't know what it's called.  
 6 **Q Try to just generally describe it.**  
 7 **Like if you wanted me to drive me to**  
 8 **it, tell me how I would get there.**  
 9 A It is on Overlook Pass.  
 10 **Q Overlook Pass in Mankato?**  
 11 A Yep.  
 12 **Q And what happened?**  
 13 A What do you mean what happened?  
 14 **Q Well, I understand that Scott laid you off**  
 15 **because you went to the union?**  
 16 A Uh-huh.  
 17 **Q Tell me about how he knew you had went to**  
 18 **the union.**  
 19 A Because I told him. I told him on the  
 20 phone.  
 21 We actually talked. He was in the  
 22 office and I called him and asked him what  
 23 the heck is really going on here, Scott.  
 24 His reply was their wage is way lower than  
 25 yours, than you're getting right now.

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1 Q And when you went to the union who did you  
2 go to?  
3 A I called somebody from Mankato.  
4 Q With the laborers?  
5 A This is back in 2012.  
6 Q Yes. With the laborers?  
7 A Yep.  
8 It was not nobody from the metro,  
9 though.  
10 Q And the person you told in Mankato, what did  
11 you tell him?  
12 A I just said we're getting two different  
13 wages.  
14 Q And what did he say?  
15 A KMAC is a shitty company.  
16 Q And I assume you agreed?  
17 A Sure.  
18 Q Did he tell you what he was going to do  
19 about it?  
20 A He says they are paying dues. What can they  
21 do.  
22 THE ARBITRATOR: Excuse me.  
23 When was this in Mankato, approximately, a  
24 year or a month?  
25 THE WITNESS: It must have

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1 been, I want to say, like the summer of 2013  
2 maybe.  
3 THE ARBITRATOR: Thank you.  
4 BY MR. KAPPENMAN:  
5 Q When you were on a crew, how many other guys  
6 were on a crew?  
7 This is when you were at KMAC or  
8 Acoustical Sound Floors.  
9 A Depends on like what you were doing, if you  
10 were laying sound mat or if you were pouring  
11 Gyp-Crete.  
12 Q Let's break it down.  
13 So when you're pouring Gyp-Crete who  
14 is on the crew?  
15 A You need six guys.  
16 Q And what are the roles of the six guys?  
17 A Be a pump operator, Bobcat operator, hose  
18 puller, put-down guy, finisher and bag  
19 thrower.  
20 Q And which of those were you?  
21 A I was all of them except for the finisher.  
22 Q So you did all of those different jobs?  
23 A And not run the pump.  
24 Q So you didn't run the pump, but everything  
25 else you did?

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1 A Yep.  
2 Q And did you do that for your full time  
3 there?  
4 A What do you mean? It was something  
5 different. Like if somebody wouldn't show  
6 up or no call/no show, you kind of got to  
7 pull some strings, you know, whoever suits  
8 best for you.  
9 You know what I mean?  
10 Q Understood.  
11 And that's how it worked the whole  
12 time you were there?  
13 A Yep.  
14 MR. KAPPENMAN: I don't have  
15 any more questions for you, sir.  
16 MR. CUMMINS: No further  
17 questions.  
18 THE ARBITRATOR: Thank you.  
19 MR. CUMMINS: The union calls  
20 Rod Skoog.  
21  
22 RODNEY SKOOG  
23  
24 A witness in the above-entitled action,  
25 after having been first duly sworn,

Page 104

1 testifies and says as follows:  
2  
3 EXAMINATION  
4  
5 BY MR. CUMMINS:  
6 Q Would you, please, state and spell your name  
7 for the record?  
8 A Rodney Skoog, R-O-D-N-E-Y S-K-O-O-G.  
9 Q You're here pursuant to subpoena?  
10 A Yes.  
11 Q Where do you work, or what is your  
12 institutional affiliation?  
13 A I work to for the Minnesota Laborers Fringe  
14 Benefit Funds.  
15 Q What is that as an entity in relation to the  
16 union in this case?  
17 A It is a third-party beneficiary to the union  
18 contract, that is our trust funds, pension  
19 fund, health fund, vacation fund, training  
20 fund, LECET fund, that takes contributions  
21 from contributing employers for the benefit  
22 of the participants or members.  
23 Q Is it a jointly-trusted entity?  
24 A It is.  
25 Q And so who are the trustees? Where do they

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1           **MR. KAPPENMAN:** I don't have  
2 any additional questions for this witness.  
3           **MR. CUMMINS:** No further  
4 questions.  
5           **THE ARBITRATOR:** Thank you.  
6           **MR. CUMMINS:** Mr. Arbitrator,  
7 can we go off the record.  
8  
9           (A recess was had in the proceedings)  
10  
11           **THE ARBITRATOR:** Back on the  
12 record.  
13           **MR. CUMMINS:** Thank you. The  
14 Union calls Joe Fowler.  
15  
16           **JOSEPH FOWLER**  
17  
18 A witness in the above-entitled action,  
19 after having been first duly sworn,  
20 testifies and says as follows:  
21  
22           **EXAMINATION**  
23  
24 **BY MR. CUMMINS:**  
25 **Q Good afternoon.**

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1           **Will you, please, state and spell**  
2 **your full name for the record?**  
3 A Joseph Fowler, J-O-S-E-P-H F-O-W-L-E-R.  
4 **Q What is your position with the union?**  
5 A I am currently the business manager for  
6 Laborers Local 563.  
7 **Q Before becoming a representative of the**  
8 **union, what position did you hold?**  
9 A Before working for the laborers union?  
10 **Q That's right.**  
11 A I was a project manager for the company that  
12 I had left to join the laborers -- or to  
13 work for the laborers union.  
14 I have been a superintendent,  
15 estimation, general foreman, foreman and  
16 general laborer.  
17 **Q Just to be clear, all of this is in the**  
18 **construction industry?**  
19 A Yes.  
20 **Q How long have you worked in the construction**  
21 **industry?**  
22 A I started doing flat work when I was 14 and  
23 block work, so 22 years, but then that was  
24 when I was still in school so that was the  
25 summers until I turned 17, and so 19 years

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1 ago I joined the union, 18 or 19 years ago  
2 when I came out of high school.  
3           Actually I was working nights while I  
4 was still in school.  
5 **Q There was some testimony earlier about an**  
6 **employee who complained to the union in**  
7 **2012-2013 about KMAC in the Mankato area to**  
8 **a union representative.**  
9           **Were you here for that testimony?**  
10 A I was here for the testimony, yes.  
11 **Q What was the union's jurisdiction,**  
12 **geographically speaking, in the 2012-2013**  
13 **time period?**  
14 A Local 563's?  
15 **Q Right.**  
16 A Well, we cover a wide area, but there are  
17 separate contracts that separate the  
18 geographic areas.  
19 **Q Right. So did Local 563, your union, have**  
20 **jurisdiction regarding the Mankato area at**  
21 **that time?**  
22 A We do if the contractor is signatory in that  
23 area.  
24 **Q Was KMAC signatory with the union, that is**  
25 **Local 563, at that time in that area?**

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1 A Not based off of the documents I've  
2 reviewed.  
3 **Q What does that mean in terms of whether**  
4 **Local 563 could pursue a grievance regarding**  
5 **KMAC's conduct in the Mankato area in the**  
6 **2012-2013 time frame?**  
7 A Well, we can only enforce a contract. If  
8 they aren't signatory to a contract in that  
9 area, then we don't have anything to  
10 enforce.  
11 **Q There was some testimony from the employee**  
12 **witnesses about talking to you specifically**  
13 **related to KMAC.**  
14           **Were you here for that testimony?**  
15 A I was.  
16 **Q I'd like to put a time frame, at least an**  
17 **approximate time frame around those**  
18 **conversations or communications.**  
19           **So starting with Jim Richards, when**  
20 **did you, approximately when did you talk to**  
21 **him or did he talk to you about KMAC?**  
22 A It would have been somewhere in December of  
23 '16 to late winter of '17.  
24 I'm sorry. How do I say it? Like  
25 February-ish probably of '17, somewhere in

## 1 ARBITRATION

2  
3 In Re, The Arbitration Between:

4 Laborers Local 563,

5 Union,

6 and

7 KMAC, Inc.,

8 Employer.  
910  
11  
12  
13 \* \* \*

14 TRANSCRIPT OF

15 PROCEEDINGS

16 \* \* \*

17 (VOLUME NO. II)

18  
19 Taken before MARTIN R. HUBER, on the 16th day of May,  
20 2018, at Minneapolis, Minnesota, commencing at  
21 approximately 9:00 a.m.  
22  
23  
24  
25

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1 consist of only one or two laborers, is that  
 2 accurate in your experience and observation?  
 3 A No.  
 4 Q How does it actually work in terms of the  
 5 breakdown of who's performing work?  
 6 A Operator, if the Bobcat is there and being  
 7 operated a significant amount of the day,  
 8 that would be an operating engineer here.  
 9 That's Local 49. Geographically here,  
 10 that's a 49.  
 11 There would be a finisher doing the  
 12 leveling out or finishing of the gypsum  
 13 concrete surface and people -- the hose man  
 14 placing the concrete, the hose tenders as  
 15 well as the pump tender and pump operator  
 16 and mixer would have been laborers.  
 17 Q So in their example, six people doing the  
 18 work on a team, how many would be laborers  
 19 or covered by the contract?  
 20 A Covered by the contract, I would say four.  
 21 How many laborers would be there?  
 22 Between three and four because it just  
 23 depends on the makeup of the crews.  
 24 Q How do the competitors of KMAC staff set up  
 25 the work teams in this context in your

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1 experience and observations?  
 2 A The way I just previously described, with an  
 3 operator operating heavy equipment, Bobcat,  
 4 with a finisher that is finishing the  
 5 concrete surface and with laborers  
 6 in-between tending the pumps, providing  
 7 material, moving the hoses as well as  
 8 placing the concrete, operating the hose.  
 9 Q Shifting gears a little bit.  
 10 There have been some allegations  
 11 about timeliness of the grievances, and this  
 12 was addressed in the prior hearing, but just  
 13 so the record is clear I want to follow up  
 14 on that.  
 15 And before I do, just a little bit of  
 16 context.  
 17 How many members does the union  
 18 represent, approximately?  
 19 A The laborers as a whole or 563, the Local?  
 20 Q 563.  
 21 A Approximately 10,000.  
 22 Q And in your current structure,  
 23 geographically what do you cover?  
 24 A All of North Dakota and two thirds of  
 25 Minnesota.

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1 Q Approximately how many signatory contractors  
 2 do you have regarding the contract we're  
 3 talking about today?  
 4 A Builders contract, probably five to 600.  
 5 Q How about any contract that the union has?  
 6 A 900, a thousand.  
 7 Q All right. So let's turn now to first this  
 8 allegation that the union knew a few years  
 9 ago because of a complaint that Cole Lux  
 10 made to a union representative in Mankato.  
 11 Do you remember that testimony in  
 12 general terms?  
 13 MR. KAPPENMAN: Objection.  
 14 There's been no testimony about that today.  
 15 They just want to go back to things they  
 16 didn't handle well months ago.  
 17 Mr. McClure never talked about Cole  
 18 Lux. They just want to try to redo what  
 19 they didn't do well last time.  
 20 MR. CUMMINS: Mr. Arbitrator,  
 21 I'm happy not to go through this, but you  
 22 will recall the employer's counsel made a big  
 23 to-do about timeliness and did the  
 24 extraordinary thing of seeking a subpoena for  
 25 documents on this point.

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1 If that issue is to the side, then we  
 2 don't need to spend any more time on it.  
 3 MR. KAPPENMAN: That issue is  
 4 not decided. It's very much at issue.  
 5 What he's asking about is the Cole  
 6 Lux thing, which we didn't hear about today.  
 7 That's a separate issue that we made our  
 8 points on last time and now he wants to  
 9 rehash the Cole Lux thing.  
 10 That's my objection.  
 11 THE ARBITRATOR: Well, my  
 12 objective is to get a full and complete  
 13 hearing, and for that purpose I'll allow this  
 14 line of questioning.  
 15 BY MR. CUMMINS:  
 16 Q So just briefly, Mr. Fowler, why didn't the  
 17 Local 563, the union, file a grievance  
 18 regarding this complaint in Mankato a few  
 19 years ago?  
 20 A Mankato was not in the jurisdiction of 563  
 21 so we didn't have the ability to -- it's not  
 22 our area to enforce a contract.  
 23 I don't know how to explain it any  
 24 other way. That's like 563 enforcing our  
 25 contract in Iowa.

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1 again, then?  
 2 **BY MR. KAPPENMAN:**  
 3 **Q Sure.**  
 4 **You just testified that I won't see**  
 5 **in the agreement where it says so on Union**  
 6 **Exhibit 5. I won't see a term that says**  
 7 **residential is not covered.**  
 8 **Correct?**  
 9 **A Correct.**  
 10 **Q And I asked you, so you would agree that**  
 11 **some important factors that relate to**  
 12 **whether work is covered or not is not**  
 13 **necessarily within the language, the words**  
 14 **of the contract?**  
 15 **A We don't put things in there that we can't**  
 16 **enforce. I don't know how to put that a**  
 17 **different way.**  
 18 **We don't --**  
 19 **I mean there's a lot of things in the**  
 20 **industry, construction industry as a whole**  
 21 **that we don't cover, so it's not in there as**  
 22 **a practice.**  
 23 **Q You understand that past practices is an**  
 24 **aspect of how ultimately the parties to a**  
 25 **collective bargaining agreement can**

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1 **determine, for example, what's covered work**  
 2 **and not.**  
 3 **Correct?**  
 4 **A If there's an agreement to what that is,**  
 5 **yeah.**  
 6 **Q And the past practice may not show up within**  
 7 **the words of Exhibit 5, correct, but that**  
 8 **doesn't mean it doesn't exist?**  
 9 **A Past practice of doing covered work would**  
 10 **fall in there.**  
 11 **Q What's your understanding of what past**  
 12 **practice is?**  
 13 **A Work that --**  
 14 **MR. CUMMINS: Objection, calls**  
 15 **for a legal conclusion.**  
 16 **MR. KAPPENMAN: I'm just asking**  
 17 **for his understanding.**  
 18 **THE ARBITRATOR: I'll allow the**  
 19 **question.**  
 20 **THE WITNESS: Work that has**  
 21 **been commonly performed a certain way,**  
 22 **certain duration.**  
 23 **BY MR. KAPPENMAN:**  
 24 **Q Anything else?**  
 25 **A No.**

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1 **Q So it's your testimony that you have no,**  
 2 **"you" meaning the union here has no**  
 3 **authority whatsoever for things that happen**  
 4 **outside of the nine counties referenced in**  
 5 **the contract.**  
 6 **Correct?**  
 7 **A Under that, correct.**  
 8 **Q Okay.**  
 9 **A We have other contracts.**  
 10 **Q But you agree that under this contract,**  
 11 **meaning Union Exhibit 5, your Union 563 has**  
 12 **no authority to enforce any terms of Exhibit**  
 13 **5 outside of the nine-county metro area**  
 14 **referenced.**  
 15 **Correct?**  
 16 **A No, not necessarily. There's a couple**  
 17 **things in there that allow us some leeway**  
 18 **with it.**  
 19 **Q What are those things?**  
 20 **A You can't force our members to work outside**  
 21 **of the jurisdiction of that contract.**  
 22 **Q So you do have authority to cover things in,**  
 23 **let's say, Mankato?**  
 24 **A Now currently, yes. It's in our geographic**  
 25 **area. In 2013, which is when there was**

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1 testimony that this was brought up, it  
 2 wasn't in our area.  
 3 **Q What do you mean, your area?**  
 4 **563 covers all of Minnesota.**  
 5 **Correct?**  
 6 **A No, it does not.**  
 7 **Q What areas did it cover in 2013?**  
 8 **A We still covered all of North Dakota and we**  
 9 **went through a merger in spring of 2014 and**  
 10 **some of those counties were switched around.**  
 11 **There were a couple counties in our northern**  
 12 **geographic jurisdiction that went to Local**  
 13 **1091 out of Duluth.**  
 14 **And then there were some on the**  
 15 **southern side that went to Local 405 down in**  
 16 **Rochester.**  
 17 **Q So is it your testimony that during that**  
 18 **time someone could have been sent and**  
 19 **required to work down in those territories**  
 20 **because that wasn't covered by 563.**  
 21 **A That somebody could be required to?**  
 22 **Q Yes.**  
 23 **A Again, our contract says you can't force**  
 24 **somebody to work outside of the**  
 25 **jurisdiction.**

# EXHIBIT 9

---

U.S. Department of Labor  
Office of Labor-Management  
Standards  
Washington, DC 20210

**FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT**

**MUST BE USED BY LABOR ORGANIZATIONS WITH \$250,000 OR MORE  
IN TOTAL ANNUAL RECEIPTS AND LABOR ORGANIZATIONS IN  
TRUSTEESHIP**

Form Approved  
Office of Management and Budget  
No. 1245-0003  
Expires: 08-31-2016

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.			
For Official Use Only	1. FILE NUMBER 012-456	2. PERIOD COVERED From 07/01/2014 Through 06/30/2015	3. (a) AMENDED - Is this an amended report: <span style="float:right">No</span> (b) HARDSHIP - Filed under the hardship procedures: <span style="float:right">No</span> (c) TERMINAL - This is a terminal report: <span style="float:right">No</span>

4. AFFILIATION OR ORGANIZATION NAME LABORERS		8. MAILING ADDRESS (Type or print in capital letters)	
5. DESIGNATION (Local, Lodge, etc.) LOCAL UNION		6. DESIGNATION NBR 563	First Name STEVE
7. UNIT NAME (if any)		Last Name BUCK	
9. Are your organization's records kept at its mailing address? <span style="float:right">Yes</span>		P.O Box - Building and Room Number	
		Number and Street 901 14TH AVENUE NE	
		City MINNEAPOLIS	
		State MN	ZIP Code + 4 55413

Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See Section V on penalties in the instructions.)

70. SIGNED: Rob A Gullickson PRESIDENT 71. SIGNED: Steven J Buck FINANCIAL  
SEC-  
TREASURER

Date: Sep 24, 2015 Telephone Number: 612-490-5014 Date: Sep 24, 2015 Telephone Number: 612-781-6933

Form LM-2 (Revised 2010)

**ITEMS 10 THROUGH 21**

FILE NUMBER: 012-456

10. During the reporting period did the labor organization create or participate in the administration of a trust or a fund or organization, as defined in the instructions, which provides benefits for members or beneficiaries?	Yes	20. How many members did the labor organization have at the end of the reporting period? <span style="float: right;">9,095</span>																																			
11(a). During the reporting period did the labor organization have a political action committee (PAC) fund?	No	21. What are the labor organization's rates of dues and fees?																																			
11(b). During the reporting period did the labor organization have a subsidiary organization as defined in Section X of these Instructions?	No	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: center;">Rates of Dues and Fees</th> </tr> <tr> <th style="text-align: left;">Dues/Fees</th> <th style="text-align: center;">Amount</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Minimum</th> <th style="text-align: center;">Maximum</th> </tr> </thead> <tbody> <tr> <td>(a) Regular Dues/Fees</td> <td style="text-align: center;">32.00</td> <td style="text-align: center;">per mo</td> <td style="text-align: center;">8.00</td> <td style="text-align: center;">32.00</td> </tr> <tr> <td>(b) Working Dues/Fees</td> <td style="text-align: center;">.90</td> <td style="text-align: center;">per hour</td> <td style="text-align: center;">.90</td> <td style="text-align: center;">.90</td> </tr> <tr> <td>(c) Initiation Fees</td> <td style="text-align: center;">532</td> <td style="text-align: center;">per initiation</td> <td style="text-align: center;">532</td> <td style="text-align: center;">532</td> </tr> <tr> <td>(d) Transfer Fees</td> <td style="text-align: center;">0</td> <td style="text-align: center;">per</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td>(e) Work Permits</td> <td style="text-align: center;">0</td> <td style="text-align: center;">per</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Rates of Dues and Fees					Dues/Fees	Amount	Unit	Minimum	Maximum	(a) Regular Dues/Fees	32.00	per mo	8.00	32.00	(b) Working Dues/Fees	.90	per hour	.90	.90	(c) Initiation Fees	532	per initiation	532	532	(d) Transfer Fees	0	per	0	0	(e) Work Permits	0	per	0	0
Rates of Dues and Fees																																					
Dues/Fees	Amount	Unit	Minimum	Maximum																																	
(a) Regular Dues/Fees	32.00	per mo	8.00	32.00																																	
(b) Working Dues/Fees	.90	per hour	.90	.90																																	
(c) Initiation Fees	532	per initiation	532	532																																	
(d) Transfer Fees	0	per	0	0																																	
(e) Work Permits	0	per	0	0																																	
12. During the reporting period did the labor organization have an audit or review of its books and records by an outside accountant or by a parent body auditor/representative?	Yes	(This area is blank in the original document.)																																			
13. During the reporting period did the labor organization discover any loss or shortage of funds or other assets? (Answer "Yes" even if there has been repayment or recovery.)	No																																				
14. What is the maximum amount recoverable under the labor organization's fidelity bond for a loss caused by any officer, employee or agent of the labor organization who handled union funds?	\$500,000																																				
15. During the reporting period did the labor organization acquire or dispose of any assets in a manner other than purchase or sale?	Yes																																				
16. Were any of the labor organization's assets pledged as security or encumbered in any way at the end of the reporting period?	No																																				
17. Did the labor organization have any contingent liabilities at the end of the reporting period?	No																																				
18. During the reporting period did the labor organization have any changes in its constitution or bylaws, other than rates of dues and fees, or in practices/procedures listed in the instructions?	No																																				
19. What is the date of the labor organization's next regular election of officers?	06/2016																																				

Form LM-2 (Revised 2010)

## STATEMENT A - ASSETS AND LIABILITIES

FILE NUMBER: 012-456

ASSETS
--------

ASSETS	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
22. Cash		\$996,168	\$712,401
23. Accounts Receivable	1		\$0
24. Loans Receivable	2		
25. U.S. Treasury Securities			\$0
26. Investments	5	\$6,937,546	\$10,568,384
27. Fixed Assets	6	\$1,439,599	\$1,634,111
28. Other Assets	7	\$40,712	\$42,845
29. TOTAL ASSETS		\$9,414,025	\$12,957,741

LIABILITIES
-------------

LIABILITIES	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
30. Accounts Payable	8	\$19,602	\$9,136
31. Loans Payable	9		
32. Mortgages Payable		\$0	\$0
33. Other Liabilities	10	\$20,863	\$23,475
34. TOTAL LIABILITIES		\$40,465	\$32,611

35. NET ASSETS		\$9,373,560	\$12,925,130
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Form LM-2 (Revised 2010)

## STATEMENT B - RECEIPTS AND DISBURSEMENTS

FILE NUMBER: 012-456

CASH RECEIPTS		SCH	AMOUNT	CASH DISBURSEMENTS		SCH	AMOUNT
36. Dues and Agency Fees			\$9,341,832	50. Representational Activities		15	\$1,945,525
37. Per Capita Tax			\$0	51. Political Activities and Lobbying		16	\$22,746
38. Fees, Fines, Assessments, Work Permits			\$0	52. Contributions, Gifts, and Grants		17	\$70,743
39. Sale of Supplies			\$0	53. General Overhead		18	\$406,556
40. Interest			\$126,270	54. Union Administration		19	\$607,030
41. Dividends			\$0	55. Benefits		20	\$1,349,160
42. Rents			\$0	56. Per Capita Tax			\$2,258,023
43. Sale of Investments and Fixed Assets	3			57. Strike Benefits			\$0
44. Loans Obtained	9			58. Fees, Fines, Assessments, etc.			\$0
45. Repayments of Loans Made	2			59. Supplies for Resale			\$0
46. On Behalf of Affiliates for Transmittal to Them			\$0	60. Purchase of Investments and Fixed Assets		4	\$3,862,099
47. From Members for Disbursement on Their Behalf			\$0	61. Loans Made		2	
48. Other Receipts	14		\$956,236	62. Repayment of Loans Obtained		9	
49. TOTAL RECEIPTS			\$10,424,338	63. To Affiliates of Funds Collected on Their Behalf			\$0
				64. On Behalf of Individual Members			\$0
				65. Direct Taxes			\$188,835
				66. Subtotal			\$10,710,717
				67. Withholding Taxes and Payroll Deductions			
				67a. Total Withheld			\$580,895
				67b. Less Total Disbursed			\$578,283
				67c. Total Withheld But Not Disbursed			\$2,612
				68. TOTAL DISBURSEMENTS			\$10,708,105

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**SCHEDULE 1 - ACCOUNTS RECEIVABLE AGING SCHEDULE**

FILE NUMBER: 012-456

Entity or Individual Name (A)	Total Account Receivable (B)	90-180 Days Past Due (C)	180+ Days Past Due (D)	Liquidated Account Receivable (E)
Total of all itemized accounts receivable	\$0	\$0	\$0	\$0
Totals from all other accounts receivable				
<b>Totals</b> (Total of Column (B) will be automatically entered in Item 23, Column(B))	\$0	\$0	\$0	\$0

Form LM-2 (Revised 2010)

**SCHEDULE 2 - LOANS RECEIVABLE**

FILE NUMBER: 012-456

List below loans to officers, employees, or members which at any time during the reporting period exceeded \$250 and list all loans to business enterprises regardless of amount. (A)	Loans Outstanding at Start of Period (B)	Loans Made During Period (C)	Repayments Received During Period		Loans Outstanding at End of Period (E)
			Cash (D)(1)	Other Than Cash (D)(2)	
Total of loans not listed above					
Total of all lines above	\$0	\$0	\$0	\$0	\$0
Totals will be automatically entered in...	Item 24 Column (A)	Item 61	Item 45	Item 69 with Explanation	Item 24 Column (B)

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## SCHEDULE 3 - SALE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 012-456

Description (if land or buildings give location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Received (E)
Total of all lines above	\$0	\$0	\$0	\$0
			Less Reinvestments	
(The total from Net Sales Line will be automatically entered in Item 43)			Net Sales	

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## SCHEDULE 4 - PURCHASE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 012-456

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
Purchased Office Computers, Equipment	\$19,472	\$19,472	\$19,472
Purchased Automobiles	\$215,377	\$215,377	\$215,377
Purchased Trailer Accesories	\$4,709	\$4,709	\$4,709
Purchased add'l Govt Securities Funds Investment	\$3,622,541	\$3,622,541	\$3,622,541
Total of all lines above	\$3,862,099	\$3,862,099	\$3,862,099
		Less Reinvestments	\$0
(The total from Net Purchases Line will be automatically entered in Item 60.)		Net Purchases	\$3,862,099

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## SCHEDULE 5 - INVESTMENTS

FILE NUMBER: 012-456

Description (A)	Amount (B)
Marketable Securities	
A. Total Cost	\$13,400
B. Total Book Value	\$13,400
C. List each marketable security which has a book value over \$5,000 and exceeds 5% of Line B.	
Union Bank Stock, received in Local 132 merger	\$10,000
Other Investments	
D. Total Cost	\$10,451,121
E. Total Book Value	\$10,554,984
F. List each other investment which has a book value over \$5,000 and exceeds 5% of Line E. Also, list each subsidiary for which separate reports are attached.	
Vanguard GNMA Admiral Shares	\$2,562,349
Vanguard Short Term Treasury Fund	\$7,992,635
<b>G. Total of Lines B and E</b> (Total will be automatically entered in Item 26, Column(B))	<b>\$10,568,384</b>

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## SCHEDULE 6 - FIXED ASSETS

FILE NUMBER: 012-456

Description (A)	Cost or Other Basis (B)	Total Depreciation or Amount Expensed (C)	Book Value (D)	Value (E)
<b>A. Land (give location)</b>				
Land 1 : 901 14th Ave N Minneapolis, MN	\$10,000		\$10,000	\$10,000
Land 2 : St Cloud, MN	\$20,000		\$20,000	\$20,000
Land 3 : St Paul, MN (Local 132 Merger)	\$56,000		\$56,000	\$56,000
<b>B. Buildings (give location)</b>				
Building 1 : 901 14th Ave Minneapolis MN	\$959,149	\$349,681	\$609,468	\$609,468
Building 2 : St Cloud	\$203,274	\$48,369	\$154,905	\$154,905
Building 3 : St Paul, MN ( Local 132 Merger )	\$380,143	\$276,610	\$103,533	\$103,533
<b>C. Automobiles and Other Vehicles</b>				
	\$881,711	\$287,143	\$594,568	\$594,568
<b>D. Office Furniture and Equipment</b>				
	\$423,450	\$337,813	\$85,637	\$85,637
<b>E. Other Fixed Assets</b>				
<b>F. Totals of Lines A through E (Column(D) Total will be automatically entered in Item 27, Column(B))</b>				
	\$2,933,727	\$1,299,616	\$1,634,111	\$1,634,111

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**SCHEDULE 7 - OTHER ASSETS**

FILE NUMBER: 012-456

Description (A)	Book Value (B)
Members' promotional items, gifts, sports tickets	\$35,165
Prepaid rents	\$7,680
<b>Total</b> (Total will be automatically entered in Item 28, Column(B))	<b>\$42,845</b>

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**SCHEDULE 8 - ACCOUNTS PAYABLE AGING SCHEDULE**

FILE NUMBER: 012-456

Entity or Individual Name (A)	Total Account Payable (B)	90-180 Days Past Due (C)	180+ Days Past Due (D)	Liquidated Account Payable (E)
Total for all itemized accounts payable	\$0	\$0	\$0	\$0
Total from all other accounts payable	\$9,136	\$0	\$0	\$0
<b>Totals</b> (Total for Column(B) will be automatically entered in Item 30, Column(D))	\$9,136	\$0	\$0	\$0

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**SCHEDULE 9 - LOANS PAYABLE**

FILE NUMBER: 012-456

Source of Loans Payable at Any Time During the Reporting Period (A)	Loans Owed at Start of Period (B)	Loans Obtained During Period (C)	Repayment During Period Cash (D)(1)	Repayment During Period Other Than Cash (D)(2)	Loans Owed at End of Period (E)
Total Loans Payable	\$0	\$0	\$0	\$0	\$0
Totals will be automatically entered in...	Item 31 Column (C)	Item 44	Item 62	Item 69 with Explanation	Item 31 Column (D)

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**SCHEDULE 10 - OTHER LIABILITIES**

FILE NUMBER: 012-456

Description (A)	Amount at End of Period (B)
Payroll Taxes Payable	\$23,475
<b>Total Other Liabilities</b> (Total will be automatically entered in Item 33, Column(D))	\$23,475

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**SCHEDULE 11 - ALL OFFICERS AND DISBURSEMENTS TO OFFICERS**

FILE NUMBER: 012-456

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
A	Mackey , Tim									
B	Business Manager			\$148,084	\$3,600	\$6,877		\$158,561		
C										
I	Schedule 15 Representational Activities	70 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	30 %
A	Buck , Steve									
B	Financial Sec-Treasurer			\$142,546	\$1,545	\$6,542		\$150,633		
C										
I	Schedule 15 Representational Activities	5 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	95 %
A	Connelly , Mike									
B	President			\$5,250	\$375			\$5,625		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Gullickson , Rob									
B	President			\$5,250				\$5,250		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Mills , Dean									
B	Vice President			\$4,850				\$4,850		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Taylor , Seth									
B	Recording Secretary			\$850				\$850		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Strozyk , Travis									
B	Exec Board			\$800				\$800		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Chung , Octavio									
B	Exec Board			\$0				\$0		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Gruber , Steve									
B	Sgt at Arms			\$2,400				\$2,400		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Kling , Matt									
B	Auditor			\$0				\$0		
C										
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A	Johnson , Michael									
B	Auditor			\$0				\$0		
C										
I		0 %		0 %		0 %		0 %		100 %

	(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
	Schedule 15 Representational Activities		Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions		Schedule 18 General Overhead		Schedule 19 Administration	
A B C	Johnson , Laurie Auditor N			\$0						\$0
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A B C	Brady , Dan Exec Board, Res Sec P			\$4,250						\$4,250
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
A B C	Pierce , Tom Exec Board P			\$4,400						\$4,400
I	Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	100 %
Total Officer Disbursements				\$318,680	\$5,520	\$13,419	\$0	\$337,619		
Less Deductions										
Net Disbursements								\$337,619		

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**SCHEDULE 12 - DISBURSEMENTS TO EMPLOYEES**

FILE NUMBER: 012-456

	(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
A	Azure , Lawrence									
B	Business Rep			\$85,268	\$2,500	\$8,070		\$95,838		
C	none									
I	Schedule 15 Representational Activities	82 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	18 %
A	Borowicz , Mark									
B	Business Rep			\$102,157	\$2,125	\$6,420		\$110,702		
C	none									
I	Schedule 15 Representational Activities	72 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	28 %
A	Brady , Dan									
B	Business Rep			\$25,919	\$157	\$602		\$26,678		
C	none									
I	Schedule 15 Representational Activities	92 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	8 %
A	Bryson , Cory									
B	Business Rep			\$90,897	\$3,125	\$7,518		\$101,540		
C	none									
I	Schedule 15 Representational Activities	66 %	Schedule 16 Political Activities and Lobbying	10 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	24 %
A	Bubalo , Mike									
B	Business Rep			\$102,157	\$2,125	\$5,929		\$110,211		
C	none									
I	Schedule 15 Representational Activities	89 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	11 %
A	Connelly , Ryan									
B	Business Rep			\$102,157	\$1,875	\$2,735		\$106,767		
C	none									
I	Schedule 15 Representational Activities	64 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	36 %
A	Domier , Jennifer									
B	Clerical			\$52,798	\$213			\$53,011		
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Fowler , Joseph									
B	Business Rep			\$102,157	\$2,663	\$6,884		\$111,704		
C	none									
I	Schedule 15 Representational Activities	88 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	12 %
A	Johnson , Catherine									
B	Clerical			\$2,689				\$2,689		
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Karels , Stacey									
B	Business Rep			\$102,157	\$143	\$6,122		\$108,422		
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	26 %
A	Maurer , Richard									
B	Business Rep			\$100,202	\$1,177	\$6,088		\$107,467		
C	none									
I		86 %		0 %		0 %		0 %		14 %

	(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
	Schedule 15 Representational Activities		Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions		Schedule 18 General Overhead		Schedule 19 Administration	
A	Moses , David			\$107,786	\$2,375	\$9,852			\$120,013	
B	Business Rep									
C	none									
I	Schedule 15 Representational Activities	64 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	34 %
A	Nohrenberg , Mitchell			\$107,786	\$3,380	\$7,275			\$118,441	
B	Business Rep									
C	none									
I	Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	5 %
A	Nohrenberg , Sara			\$51,661	\$250				\$51,911	
B	Clerical									
C	none									
I	Schedule 15 Representational Activities	37 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	50 %	Schedule 19 Administration	12 %
A	Olson , Debra			\$51,728					\$51,728	
B	Clerical									
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Peltier , Christopher			\$102,157	\$1,636	\$5,062			\$108,855	
B	Business Rep									
C	none									
I	Schedule 15 Representational Activities	68 %	Schedule 16 Political Activities and Lobbying	7 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Saunders , Jeanette			\$48,969	\$154				\$49,123	
B	Clerical									
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Smith , Joel			\$102,157	\$2,500	\$5,121			\$109,778	
B	Business Rep									
C	none									
I	Schedule 15 Representational Activities	69 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	31 %
A	Trepanier , Steve			\$96,527	\$1,250	\$7,173			\$104,950	
B	Business Rep									
C	none									
I	Schedule 15 Representational Activities	88 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	12 %
A	Vevea , Thomas			\$8,813	\$427				\$9,240	
B	Business Rep									
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Zainhofsky , Toni			\$39,594	\$25				\$39,619	
B	Clerical									
C	none									
I	Schedule 15 Representational Activities	74 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	25 %
A	Zupon , Steve			\$102,157	\$673	\$4,368			\$107,198	
B	Business Rep									
C	none									

(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL		
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	10 %
TOTALS RECEIVED BY EMPLOYEES MAKING \$10,000 OR LESS				\$1,156			\$1,156		
Schedule 15 Representational Activities	50 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	50 %
Total Employee Disbursements			\$1,687,893	\$29,929	\$89,219	\$0	\$1,807,041		
Less Deductions									
Net Disbursements							\$1,807,041		

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**SCHEDULE 13 - MEMBERSHIP STATUS**

FILE NUMBER: 012-456

Category of Membership (A)	Number (B)	Voting Eligibility (C)
Active members, not retired	8,100	Yes
Retired	995	Yes
<b>Members</b> (Total of all lines above)	9,095	
Agency Fee Payers*		
<b>Total Members/Fee Payers</b>	9,095	
*Agency Fee Payers are not considered members of the labor organization.		

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## DETAILED SUMMARY PAGE - SCHEDULES 14 THROUGH 19

FILE NUMBER: 012-456

SCHEDULE 14 OTHER RECEIPTS	
1. Named Payer Itemized Receipts	\$956,209
2. Named Payer Non-itemized Receipts	\$0
3. All Other Receipts	\$27
4. Total Receipts	\$956,236

SCHEDULE 15 REPRESENTATIONAL ACTIVITIES	
1. Named Payee Itemized Disbursements	\$313,187
2. Named Payee Non-itemized Disbursements	\$24,500
3. To Officers	\$118,525
4. To Employees	\$1,386,943
5. All Other Disbursements	\$102,370
6. Total Disbursements	\$1,945,525

SCHEDULE 16 POLITICAL ACTIVITIES AND LOBBYING	
1. Named Payee Itemized Disbursements	\$0
2. Named Payee Non-itemized Disbursements	\$0
3. To Officers	\$0
4. To Employees	\$22,746
5. All Other Disbursements	
6. Total Disbursement	\$22,746

SCHEDULE 17 CONTRIBUTIONS, GIFTS & GRANTS	
1. Named Payee Itemized Disbursements	\$10,000
2. Named Payee Non-itemized Disbursements	\$0
3. To Officers	\$0
4. To Employees	\$0
5. All Other Disbursements	\$60,743
6. Total Disbursements	\$70,743

SCHEDULE 18 GENERAL OVERHEAD	
1. Named Payee Itemized Disbursements	\$157,170
2. Named Payee Non-itemized Disbursements	\$145,090
3. To Officers	\$0
4. To Employees	\$25,956
5. All Other Disbursements	\$78,340
6. Total Disbursements	\$406,556

SCHEDULE 19 UNION ADMINISTRATION	
1. Named Payee Itemized Disbursements	\$0
2. Named Payee Non-itemized Disbursements	\$0
3. To Officers	\$219,094
4. To Employees	\$371,395
5. All Other Disbursements	\$16,541
6. Total Disbursements	\$607,030

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**SCHEDULE 14 - OTHER RECEIPTS**

FILE NUMBER: 012-456

Name and Address (A)			
Eco Cleaning Solutionis LLC 8312 Pillsbury Ave S Minneapolis MN 55420	Purpose (C)	Date (D)	Amount (E)
	Grievance settlement	03/24/2015	\$11,732
	Total Itemized Transactions with this Payee/Payer		\$11,732
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$11,732
Type or Classification (B) Contractor-Cleaning			
Name and Address (A)			
Laborers Local 132 901 14th Avenue NE Minneapolis MN 55413	Purpose (C)	Date (D)	Amount (E)
	Cash transferred per merger, per LIUNA	12/22/2014	\$901,655
	Total Itemized Transactions with this Payee/Payer		\$901,655
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$901,655
Type or Classification (B) Laborers' Local Union- merged into Local 563			
Name and Address (A)			
Neaton Brothers Erosion 3480 County Road 21 Mayer MN 55360	Purpose (C)	Date (D)	Amount (E)
	Grievance settlement	04/15/2015	\$16,796
	Total Itemized Transactions with this Payee/Payer		\$16,796
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$16,796
Type or Classification (B) Contractor-Landscape, Erosion Control			
Name and Address (A)			
Westfield Insurance 8201 Norman Center Dr #500 Minneapolis MN 55437	Purpose (C)	Date (D)	Amount (E)
	Insurance claim on automobile	11/12/2014	\$26,026
	Total Itemized Transactions with this Payee/Payer		\$26,026
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$26,026
Type or Classification (B) Insurance Company			

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## SCHEDULE 15 - REPRESENTATIONAL ACTIVITIES

FILE NUMBER: 012-456

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
All Star Sports Inc 7321 42nd Ave N New Hope MN 55427	Sweatshirts for members' promo, give a ways	09/16/2014	\$20,000
	Sweatshirts for members' promo, give a ways	11/26/2014	\$11,113
	Sweatshirts for members' promo, give a ways	01/21/2015	\$5,728
	Total Itemized Transactions with this Payee/Payer		\$36,841
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$36,841
Promotional, Sportswear Company			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Cummins and Cummins 1245 Intenational Centre 920 Second Ave S Minneapolis MN 55402	General legal work	07/02/2014	\$11,947
	General legal work	08/12/2014	\$16,710
	General legal work	09/11/2014	\$20,732
	General legal work	10/14/2014	\$8,889
	General legal work	11/05/2014	\$8,964
	General legal work	12/08/2014	\$7,732
	General legal work	02/11/2015	\$8,972
	General legal work	03/19/2015	\$29,943
	General legal work	04/08/2015	\$16,638
	General legal work	05/05/2015	\$23,733
Type or Classification (B)	General legal work	06/03/2015	\$37,449
	Total Itemized Transactions with this Payee/Payer		\$191,709
Attorneys	Total Non-Itemized Transactions with this Payee/Payer		\$1,507
	Total of All Transactions with this Payee/Payer for This Schedule		\$193,216
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Frank Doolittle Company 11811 NE 1st Street Bellevue WA 98005			
	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		\$9,666
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		\$9,666
Promotional Products Company			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Hilton Garden Inn 2201 M Street NW Washington DC 20037	Conference	06/09/2015	\$9,990
	Total Itemized Transactions with this Payee/Payer		\$9,990
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$9,990
Type or Classification (B)			
Hotel, Convention Center			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Minnesota Twins SDS 12 2752 Minneapolis MN 55486	Season tickets for promo, member give a ways	10/01/2014	\$23,328
	Total Itemized Transactions with this Payee/Payer		\$23,328
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$23,328
Type or Classification (B)			
Professional Baseball Team - MLB			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
MN WILD 317 Washington Street St Paul MN 55102	Season tickets for member promo, give a ways	03/09/2015	\$6,723
	Total Itemized Transactions with this Payee/Payer		\$6,723
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$6,723

Type or Classification (B)				
Professional (NHL) Hockey Team				
Name and Address (A)				
Target Corporation				
		Purpose (C)	Date (D)	Amount (E)
Minneapolis		Gift cards for member promo, give a ways	08/19/2014	\$30,000
MN		Total Itemized Transactions with this Payee/Payer		\$30,000
55416		Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)		Total of All Transactions with this Payee/Payer for This Schedule		\$30,000
Retailer				
Name and Address (A)				
Twins Ballpark LLC				
		Purpose (C)	Date (D)	Amount (E)
34 Kirby Puckett Place		Tickets for Trades Night at ballpark	04/07/2015	\$14,596
Minneapolis		Total Itemized Transactions with this Payee/Payer		\$14,596
MN		Total Non-Itemized Transactions with this Payee/Payer		
55415		Total of All Transactions with this Payee/Payer for This Schedule		\$14,596
Type or Classification (B)				
Major League Baseball				
Name and Address (A)				
Union and American				
		Purpose (C)	Date (D)	Amount (E)
401 East Prospect Avenue		Total Itemized Transactions with this Payee/Payer		
Mt Prospect		Total Non-Itemized Transactions with this Payee/Payer		\$5,147
IL		Total of All Transactions with this Payee/Payer for This Schedule		\$5,147
60056				
Type or Classification (B)				
Promotional Products Company				
Name and Address (A)				
University of Minnesota				
		Purpose (C)	Date (D)	Amount (E)
Gopher Athletic Tickets		Total Itemized Transactions with this Payee/Payer		
Minneapolis		Total Non-Itemized Transactions with this Payee/Payer		\$8,180
MN		Total of All Transactions with this Payee/Payer for This Schedule		\$8,180
55455				
Type or Classification (B)				
University Athletic Department				

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**SCHEDULE 16 - POLITICAL ACTIVITIES AND LOBBYING**

FILE NUMBER 012-456

There was no data found for this schedule.

**SCHEDULE 17 - CONTRIBUTIONS, GIFTS & GRANTS**

FILE NUMBER: 012-456

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
Laborers' Charitable Foundation 905 16th Street NW	General donation	07/09/2014	\$5,000
Washington DC 20006	General donation	04/01/2015	\$5,000
	Total Itemized Transactions with this Payee/Payer		\$10,000
	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B) Charitable Foundation	Total of All Transactions with this Payee/Payer for This Schedule		\$10,000

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## SCHEDULE 18 - GENERAL OVERHEAD

FILE NUMBER: 012-456

Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Anderson Agency 312 Central Ave SE Minneapolis MN 55414		General liability insurance	11/25/2014	\$17,106
		Total Itemized Transactions with this Payee/Payer		\$17,106
		Total Non-Itemized Transactions with this Payee/Payer		\$250
		Total of All Transactions with this Payee/Payer for This Schedule		\$17,356
Type or Classification (B)		Insurance Company		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Application Software Inc 7031 Corporate Way Dayton OH 45459		Software support for merger with Local 132	01/09/2015	\$14,312
		Software support	04/14/2015	\$7,206
		Total Itemized Transactions with this Payee/Payer		\$21,518
		Total Non-Itemized Transactions with this Payee/Payer		\$9,022
		Total of All Transactions with this Payee/Payer for This Schedule		\$30,540
Type or Classification (B)		Computer software company		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
ATT Cingular Wireless PO BOX 6463 Carol Stream IL 60197-6463				
		Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		\$15,588
		Total of All Transactions with this Payee/Payer for This Schedule		\$15,588
Type or Classification (B)		Cell Phone Service		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Bismark Labor Temple 1323 East Front Ave Bismark ND 58504		Rent for 12 months	04/08/2015	\$8,160
		Total Itemized Transactions with this Payee/Payer		\$8,160
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$8,160
Type or Classification (B)		Property Owner, Landlord		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Fadgen & Fadgen PA 4510 West 77th St #100 Edina MN 55435		Annual audit	10/07/2014	\$10,200
		Total Itemized Transactions with this Payee/Payer		\$10,200
		Total Non-Itemized Transactions with this Payee/Payer		\$6,500
		Total of All Transactions with this Payee/Payer for This Schedule		\$16,700
Type or Classification (B)		Public Accounting Firm, CPAs		
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
Hennepin Cty Treasurer A-600 Government Center Minneapolis MN 55457-0060		1/2 annual RE Taxes	10/15/2014	\$10,762
		1/2 annual RE Taxes	05/04/2015	\$10,267
		Total Itemized Transactions with this Payee/Payer		\$21,029
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		\$21,029
Type or Classification (B)		County Government		
Name and Address (A)				

Integra Telecom Inc 2966  Milwaukee WI 53201-2966  Type or Classification (B) Telephone Company	Purpose (C)	Date (D)	Amount (E)	
	Total Itemized Transactions with this Payee/Payer			
	Total Non-Itemized Transactions with this Payee/Payer			\$15,834
	Total of All Transactions with this Payee/Payer for This Schedule			\$15,834
Name and Address (A) Marsden Building Maintenance  1717 University Ave W St Paul MN 55104  Type or Classification (B) Building Maintenance	Purpose (C)	Date (D)	Amount (E)	
	Total Itemized Transactions with this Payee/Payer			
	Total Non-Itemized Transactions with this Payee/Payer			\$8,795
	Total of All Transactions with this Payee/Payer for This Schedule			\$8,795
Name and Address (A) Mayer Electric Corporation  Minneapolis MN  Type or Classification (B) Electrical Contractor	Purpose (C)	Date (D)	Amount (E)	
	Electrical repair	09/25/2014	\$16,248	
	Total Itemized Transactions with this Payee/Payer			\$16,248
	Total of All Transactions with this Payee/Payer for This Schedule			\$16,248
Name and Address (A) Neofunds by Neopost 30193  Tampa FL 33630-3193  Type or Classification (B) Postage	Purpose (C)	Date (D)	Amount (E)	
	Total Itemized Transactions with this Payee/Payer			
	Total Non-Itemized Transactions with this Payee/Payer			\$19,033
	Total of All Transactions with this Payee/Payer for This Schedule			\$19,033
Name and Address (A) Quality Property Management  3200 Main St NW #3 Coon Rapids MN 55448  Type or Classification (B) Landlord, storage for tractor trailer	Purpose (C)	Date (D)	Amount (E)	
	Total Itemized Transactions with this Payee/Payer			
	Total Non-Itemized Transactions with this Payee/Payer			\$10,400
	Total of All Transactions with this Payee/Payer for This Schedule			\$10,400
Name and Address (A) Ramsey County Treasurer 64097  St Paul MN 55164-0097  Type or Classification (B) County treasurer	Purpose (C)	Date (D)	Amount (E)	
	1/2 annual RE taxes	10/15/2014	\$9,352	
	1/2 annual RE taxes	05/04/2015	\$9,328	
	Total Itemized Transactions with this Payee/Payer			\$18,680
Total Non-Itemized Transactions with this Payee/Payer				
Total of All Transactions with this Payee/Payer for This Schedule			\$18,680	
Name and Address (A) Randy Schreifels, Auditor Treasurer 728 Admin Center Rm 136 St Cloud MN 55302	Purpose (C)	Date (D)	Amount (E)	
	Total Itemized Transactions with this Payee/Payer			
	Total Non-Itemized Transactions with this Payee/Payer			\$7,139
	Total of All Transactions with this Payee/Payer for This Schedule			\$7,139

Type or Classification (B)			
County Auditor, Treasurer, RE Taxes			
Name and Address (A)			
Seven Corners Printing			
1099 Snelling Ave N St Paul MN 55108		Purpose (C)	Amount (E)
		Date (D)	
		Printing	12/30/2014 \$6,687
		Total Itemized Transactions with this Payee/Payer	\$6,687
		Total Non-Itemized Transactions with this Payee/Payer	\$20,346
		Total of All Transactions with this Payee/Payer for This Schedule	\$27,033
Type or Classification (B)			
Printing Company			
Name and Address (A)			
SFM			
583178		Purpose (C)	Amount (E)
		Date (D)	
		Total Itemized Transactions with this Payee/Payer	
		Total Non-Itemized Transactions with this Payee/Payer	\$8,292
		Total of All Transactions with this Payee/Payer for This Schedule	\$8,292
Type or Classification (B)			
Insurance Company			
Name and Address (A)			
Soul Design Inc			
2112 Broadway St NE Minneapolis MN 55413		Purpose (C)	Amount (E)
		Date (D)	
		Total Itemized Transactions with this Payee/Payer	
		Total Non-Itemized Transactions with this Payee/Payer	\$5,436
		Total of All Transactions with this Payee/Payer for This Schedule	\$5,436
Type or Classification (B)			
Graphic Design Company			
Name and Address (A)			
Westfield Insurance			
9001566		Purpose (C)	Amount (E)
		Date (D)	
		Auto Insurance	10/27/2014 \$37,542
		Total Itemized Transactions with this Payee/Payer	\$37,542
		Total Non-Itemized Transactions with this Payee/Payer	\$3,257
		Total of All Transactions with this Payee/Payer for This Schedule	\$40,799
Type or Classification (B)			
Insurance Company			
Name and Address (A)			
Xcel Energy			
8		Purpose (C)	Amount (E)
		Date (D)	
		Total Itemized Transactions with this Payee/Payer	
		Total Non-Itemized Transactions with this Payee/Payer	\$15,198
		Total of All Transactions with this Payee/Payer for This Schedule	\$15,198
Type or Classification (B)			
Utilities Company			

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**SCHEDULE 19 - UNION ADMINISTRATION**

FILE NUMBER: 012-456

There was no data found for this schedule.

**SCHEDULE 20 - BENEFITS**

FILE NUMBER: 012-456

Description (A)	To Whom Paid (B)	Amount (C)
Pension	MN Laborers' Fringe Benefits Fund	\$398,749
Health & Welfare, Bus Reps, Officers	MN Laborers' Fringe Benefits Fund	\$251,778
Health & Welfare, Clerical	MN Laborers' Fringe Benefits Fund	\$66,268
Training, Vacation Fund	MN Laborers' Fringe Benefits Fund	\$8,895
Pension	International Pension Fund	\$508,332
Life Insurance	Union Labor Life Insurance	\$113,272
AD&D Insurance	LIUNA AD&D	\$1,866
Total of all lines above (Total will be automatically entered in Item 55.)		\$1,349,160

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**69. ADDITIONAL INFORMATION SUMMARY**

FILE NUMBER: 012-456

Item 71 Title: .

Question 10: Some Board members of the Local serve as trustees or alternates on the Boards of MN Laborers' Fringe Benefit Funds ( Pension Fund, Health & Welfare Fund ) and MN Laborers' Training Fund, all located at PO Box 12 Minneapolis, MN 55440-0124 and on the MN LECET Fund, located at 81 East Little Canada Road St Paul, MN 55117. These are benefit funds of the Local's members.

Question 12: Outside accountant/auditor is Fadgen & Fadgen, PA 4510 West 77th Street Ste 100 Edina, MN 55435.

Question 15: Disbursements of Assets To encourage and promote unity within the membership , and to encourage attendance at meetings and other functions, it is the practice of the Local to give away promotional items, gift cards and sports tickets, of minimal value, to members. These items are given away at union meetings, retiree dinners, and on the job/bannering sites. It is not practical to identify all recipients of these items in this LM2, however, written records are kept for recipients of most of the items given away at the meetings. The total estimated value of promotional give a ways , gift cards, and sports tickets purchased during the current reporting period was \$ 141,089, with \$ 135,656 given away, and \$35,165 of items remaining on hand at the end of the reporting period. The Local also waives membership dues for members with over 50 years of membership. There were approximately 70 members in this category and the amount of waived dues is approximately \$ 6,700. The local provides scholarships for apprentices for training programs. Each recipient receives \$ 500. During this reporting period, 4 recipients received the scholarships, for a total of \$ 2,000. Acquisition of Assets Effective April 4, 2014, the President of the Laborers' International Union of North America (LIUNA) approved a reorganization of Minnesota and North Dakota Laborers' District Council affiliated local unions which resulted in the dissolution of LIUNA Local 132 Fed ID 41-0329070 and its affiliate, St Paul Building Laborers' Association Inc Fed ID 41-0635914. Membership of Local 132 was transferred at that time, and some 132 employees/business reps became employees of Local 563. With approval of the

General President, upon consultation with the Great Lakes Regional manager ( GROC ) , the assets of Local 132 and its affiliate were to be transferred to LIUNA Laborers Local 563 and its affiliate Laborers Local 563 Building Corporation (this LM2) and some assets were to be transferred to other affiliated unions and GROC. Final determination and authorization of the overall disbursement plan was not completed or communicated to Laborers Local 563 and Laborers Local 563 Building Corporation until December 2014. At that time, the assets were transferred according to the plan. Assets totaling \$ 1,119,865 were transferred (at book value) to Laborers' Local 563 and Laborers' Local 563 Building Corporation in the following categories:

Cash \$ 901,655 Stocks \$ 13,400 Furniture, Fixtures and Equipment \$ 137,186 less accum depr 101,313 = NBV 35,873 Building, Land 436,143 less accum depr 267,206 = NBV 168,937 This LM2 report includes the above transfers and assets.

Statement A, Treasury Begin Total:

Statement A, Treasury Begin Total: Vanguard GNMA and Short Term Treasury Funds were incorrectly reported on line 25 Treasury Securities in last year's LM2. Proper classification would be as Investments.

Statement A, Investments Begin Total:

Statement A, Investments Begin Total: Reclassification entry only. No Change in amount

Schedule 13, Row1:

Schedule 13, Row1: Active members, not retired, pay full dues and have full voting rights

Schedule 13, Row1:

Schedule 13, Row1:

Schedule 13, Row2:

Schedule 13, Row2: Retired members pay reduced dues and have full voting rights

Schedule 13, Row2:

Schedule 13, Row2:

General Information:

Schedules 11 and 12 - 100% of vehicle costs are included in Column F. The vehicles were also used part of the time for personal business. Form LM-2 (Revised 2010)