

**NORTH DAKOTA COMMERCIAL  
CARPENTER AGREEMENT**



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**MAY 1, 2017 – APRIL 30, 2020**

## TABLE OF CONTENTS

<b>GENERAL ARTICLES OF AGREEMENT .....</b>	<b>3</b>
<b>ARTICLE 1 - SCOPE OF AGREEMENT .....</b>	<b>3</b>
<b>ARTICLE 2 - RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 3 - WORK CONSERVATION .....</b>	<b>4</b>
<b>ARTICLE 4 - NO STRIKE – NO LOCKOUT.....</b>	<b>4</b>
<b>ARTICLE 5 - GRIEVANCES, DISPUTES AND ARBITRATION .....</b>	<b>4</b>
<b>ARTICLE 6 - MANAGEMENT RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 7 - HEALTH AND SAFETY LAWS .....</b>	<b>5</b>
<b>ARTICLE 8 - JOB STEWARD .....</b>	<b>5</b>
<b>ARTICLE 9 - WAGE AND WORKING CONDITIONS .....</b>	<b>5</b>
<b>ARTICLE 10 - PAY DAYS.....</b>	<b>6</b>
<b>ARTICLE 11 - DUES CHECK-OFF .....</b>	<b>6</b>
<b>ARTICLE 12 - REFERRAL HALL .....</b>	<b>6</b>
<b>ARTICLE 13 - SUBCONTRACTORS.....</b>	<b>7</b>
<b>ARTICLE 14 - SHIFTS .....</b>	<b>7</b>
<b>ARTICLE 15 - HOURS OF EMPLOYMENT AND OVERTIME RATES .....</b>	<b>8</b>
<b>ARTICLE 16 - FOREMAN AND GENERAL FOREMAN.....</b>	<b>9</b>
<b>ARTICLE 17 - CARPENTER WAGES AND FRINGE BENEFITS.....</b>	<b>9</b>
<b>ARTICLE 18 - MOBILITY OF WORKFORCE AND HOME FUNDING .....</b>	<b>13</b>
<b>ARTICLE 19 - APPRENTICESHIP, TRAINING AND LABOR MANAGEMENT EDUCATION FUND ....</b>	<b>13</b>
<b>ARTICLE 20 - SHOW-UP TIME, CALL-OUTS, TRANSPORTATION AND LODGING .....</b>	<b>14</b>
<b>ARTICLE 21 - SAVINGS CLAUSE .....</b>	<b>15</b>
<b>ARTICLE 22 – OTHER AGREEMENTS .....</b>	<b>15</b>
<b>ARTICLE 22 - JURISDICTIONAL DISPUTES .....</b>	<b>15</b>
<b>ARTICLE 23 - TERMINATION CLAUSE.....</b>	<b>15</b>
<b>SCHEDULE 2: COMMERCIAL WORK .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ACCEPTANCE OF AGREEMENT.....</b>	<b>16</b>

This agreement made and entered into this 1<sup>st</sup> day of May 2017, by and between the signatory contractors, hereinafter referred to as the “Employer” and North Central States Regional Council of Carpenters, hereinafter referred to as the “Union”.

The Associated General Contractors of Minnesota (“AGC”), the Carpentry Contractors Association (“CCA”), and the Minnesota Drywall and Plaster Association (“MDPA”) (collectively, “the Associations”) shall be parties to this Agreement in a representative capacity only. An Association shall only represent the Employer if the Employer designates the Association as its representative. In no event shall such designation establish a multiemployer bargaining unit except by written mutual agreement between the Association and the Union and a lawful designation by the Employer that is dated after such written mutual agreement. The Union agrees to copy the Associations on any correspondence with the Employer related to the status or terms of this Agreement.

## **GENERAL ARTICLES OF AGREEMENT**

In consideration of the mutual promises of the parties, for the purpose of establishing, maintaining and promoting solid and harmonious labor relationships, and to provide workable methods for establishing rates of pay, wages, hours of employment and other terms, conditions and provisions concerning employment relations and collective bargaining between or involving the parties hereto, the undersigned parties, being vested with proper authority, hereby agree as follows:

### **ARTICLE 1 - SCOPE OF AGREEMENT**

This Agreement covers all work within the traditional scope of the AGC or CCA/MDPA Agreement, respectively and based on the Employer’s designated representative, that is performed within the geographical area of the state of North Dakota and the cities of Moorhead and East Grand Forks, Minnesota and a radius of five miles North, East, and South of the city limits of each respective city. Notwithstanding the foregoing language, the scope of this Agreement excludes the industrial/defense/highway-heavy scope of work in all North Dakota counties west of US Highway 281. The industrial/defense/highway-heavy scope of work is included in the scope of this Agreement for all North Dakota counties that US Highway 281 runs through, and all North Dakota counties east of US Highway 281 and including the portions of Minnesota covered by this Agreement.

### **ARTICLE 2 - RECOGNITION**

A. **Union Recognition.** The Union is recognized as the exclusive bargaining representative of the employees covered by and performing work under this Agreement, and such employees and the Union are obligated to the terms and conditions of this Agreement.

The Employers also agree that the maximum amount of union security permissible by Federal or State Laws shall be effective within this contract.

B. **Employer Bargaining Representatives.** The Associated General Contractors of MN, the Carpentry Contractors Association, and the MN Drywall & Plaster Association (the Associations) are parties to this Agreement in a representative capacity and as agent only,

acting on behalf of certain Employers who have agreed to be bound to the terms of this Agreement through one of the Associations, and on behalf of such additional Employers as may independently execute identical counterparts. It is mutually agreed and understood that only the Association then designated as the Employer's bargaining representative has the authority to negotiate modifications and/or successor agreements on behalf of any Employer.

Employers who have agreed to be bound to the terms of this Agreement, either through one of the Associations or independently, are parties hereto as principals but their status is several and not joint.

### **ARTICLE 3 - WORK CONSERVATION**

The parties will continually monitor the effectiveness of this Agreement relative to market conditions so that this Agreement can be modified where necessary to assure work opportunities for employees and the competitive position of the Employers. Such modification may take the form of adjusting this Agreement for a particular project, portion of a project or area to put signatory contractors in a more competitive bidding position. Such modifications must be reduced to writing and signed by an authorized representative of the Union and an authorized representative of the Employer.

### **ARTICLE 4 - NO STRIKE – NO LOCKOUT**

The parties hereto mutually agree that there shall be no strike or lockout without first complying with the terms of this Agreement and that all possible means of achieving peaceful and fair settlement of any controversies that may arise will be made. The Union agrees that there shall be no cessation of work because of a jurisdictional dispute and that the Employer agrees not to instruct any employee to go through a recognized, lawfully established picket line.

### **ARTICLE 5 - GRIEVANCES, DISPUTES AND ARBITRATION**

- 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.
- B. If a satisfactory settlement cannot be reached within five (5) working days after being submitted in writing, either party to the dispute may submit the matter to be resolved through arbitration. The selection of an arbitrator and the arbitration hearing shall be conducted by and under the rules of the Federal Mediation and Conciliation Service.
- C. The Employer and the Union will share equally all fees and expenses of the Arbitrator. The decision of the Arbitrator shall be final and binding on signatories to this Agreement who are parties to the dispute, provided, however, that the Arbitrator shall have no power to add, delete, or modify any provisions of this Agreement.
- D. All work and other conditions prevailing immediately prior to the raising of the question to be decided under this article shall remain unchanged until final decision has been reached hereunder.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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

## **ARTICLE 7 - HEALTH AND SAFETY LAWS**

The Employer agree to comply with applicable State and Federal laws related to safety and the provision of employer provided safety equipment. The Employer shall carry Workers Compensation and Unemployment Insurance for the protection of the Employees covered by this Agreement. Employees covered by this Agreement must adhere to the Company's safety rules.

## **ARTICLE 8 - JOB STEWARD**

The Employers recognize the rights of the Union to have job stewards to handle all business delegated to them by the Union. The selection of the job steward shall be made by the Union Representative. The job steward shall not be disciplined for discharging normal steward duties. Supervisory personnel on the job will be informed which Employee is the job steward.

## **ARTICLE 9 - WAGE AND WORKING CONDITIONS**

- A. The Employer agrees that employment conditions relating to wages, hours, and overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the signing of this Agreement and shall improve wherein specified provisions are made elsewhere.
- B. The Employer shall furnish suitable facilities for the employee to store his tools and lunch box on or near the job site.
- C. The Contractor shall furnish all power tools.
- D. It is mutually agreed that employees shall not be discriminated against on the basis of race, color creed, religion, sex, disability, national origin, marital status, age, sexual orientation, veteran status, or public assistance status
- E. The wages, benefits and working conditions described in this Agreement are minimums and not maximums. The Contractor may exceed the requirements of this Agreement but is not obligated to maintain any wages, benefits and working conditions that exceed the minimums. The Contractor therefore may, at the Contractor's exclusive discretion and at any time, unilaterally discontinue any wages, benefits, or working conditions that exceed the minimums described in this Agreement.

## **ARTICLE 10 - PAY DAYS**

- A. Payday-Wages shall be due and payable weekly, and not more than seven (7) days held back.
- B. When the Employee is laid-off or discharged, upon request of the Employee, the Employer shall make every reasonable effort to pay at the time of lay-off or discharge. If this is not feasible, a paycheck shall be mailed not later than one (1) business day after the employee's request for the amount due.
- C. When an Employee voluntarily quits, the Employer shall mail a paycheck on the next regular scheduled payday
- D. Check Stubs: The Employer agrees to provide the following information on Employees check stubs: Straight time hours worked; Overtime hours worked; other deductions and Employer's firm name.
- E. The employee shall be given two (2) hours' notice prior to lay-off, whenever possible.
- F. When offered by the Employer and the employee has executed an authorization, the employee may direct deposit payroll checks to an account designated by the employee.

## **ARTICLE 11 - DUES CHECK-OFF**

During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its constitution and by-laws, and the Union shall notify the Employer in writing, from time to time as changed by the Union, of the specific amount of money to be deducted. The amount deducted shall be payable to the fringe fund administrator on behalf of the North Central States Regional Council of Carpenters, for and on behalf of its affiliated Local Unions, monthly by the fifteenth (15<sup>th</sup>) day of each month following the month in which the required amount is deducted and such amount shall be remitted in accordance with all of the applicable provisions and requirements of this Agreement.

## **ARTICLE 12 - REFERRAL HALL**

The Union and employers agree to this referral article in order to efficiently dispatch and utilize labor based on the skills and experience needed by the Employers. The Employers reserve the right to refuse any referral. This is not an exclusive hiring hall. Employers may hire past employees.

- A. The Employer shall notify the Union of opportunities for employment, and shall provide the Union the opportunity to refer qualified applicants.

- B. The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer.
- C. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of race, color creed, religion, sex, disability, national origin, marital status, age, sexual orientation, veteran status, or public assistance status.
- D. The Union agrees to furnish journeypersons, apprentices, and pre-apprentices on a non-discriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays, and Holiday, after notice by the Employer.
- E. If the Union fails to furnish journeypersons, apprentices, and pre-apprentices as required, the Employer may draw from whatever sources are available to meet the requirements at the time.
- F. Contractors have freedom of movement of employees covered by this Agreement throughout the geographical area of this Agreement.
- G. An employee referred shall be paid not less than the applicable rate in the area to which the employee has been referred for work.

### **ARTICLE 13 - SUBCONTRACTORS**

Should the employer subcontract work covered by this Agreement, the employer agrees to hire firms signatory to an agreement with the Union for such work whenever the Employer, in its judgment, is able to do so. The Employer agrees to meet and confer with the Union in order to encourage bids from contractors signatory to agreements with the Union.

For Industrial work covered by this Agreement, the Subcontractors language is as follows:

Any Subcontractors employed by the Contractor to perform carpentry work covered by this Agreement shall assume all the terms and conditions of this Agreement.

### **ARTICLE 14 - SHIFTS**

When multiple shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate during the regular workday hours. The second shift shall work eight (8) hours at a seven percent (7%) premium over the regular gross taxable rate of pay. The third shift shall work eight (8) hours at a fourteen percent (14%) premium over the regular gross taxable rate of pay.

Time worked after 8 hours on any shift shall be paid at time and one-half the regular gross taxable rate of pay. Notwithstanding any provision to the contrary, shifts that begin on Sunday after 6:00 p.m. or end on Saturday at or before 7:00 a.m. shall be paid according to the applicable shift work rate.

The number of shifts and the starting time of such shifts shall be determined by the Employer.

## ARTICLE 15 - HOURS OF EMPLOYMENT AND OVERTIME RATES

- A. The standard work day shall consist of eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except by mutual agreement between the Employer and the Regional Council the hours may be adjusted up to two (2) hours earlier to promote the efficiency of the job. The standard workweek shall consist of forty (40) hours in any one (1) week, Monday through Friday.
- B. Overtime worked between the hours of 8:00 a.m. Monday and to midnight Saturday shall be at the rate of time and one-half (1-1/2), and shall apply to all hours worked after the scheduled eight (8) or ten (10) hour shift, and to all hours worked after 40 during a single workweek. All work done between Saturday midnight and the regular starting time on Monday, shall be at the rate of double time (2T), with the exception of shift work, and where earlier starting hour is permitted. It shall be understood there shall be no pyramiding of overtime.
- C. No Carpenter or Piledriver shall work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, unless in case of necessity for which double time shall be paid. When any of the above holidays to be observed occurs on Saturday, then the preceding Friday shall be observed as such. If it occurs on Sunday, then the following Monday shall be celebrated as such by employees covered under this contract.
- D. Four-Ten Workweek Exception. At the contractor's option, and with reasonable prior notice, the work week may consist of a four (4) day forty (40) hour week Monday through Thursday consisting of four (4) ten (10) hour days. When working such a schedule, all hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at one and one half (1 ½) times the hourly rate.
- E. It is agreed that in situations beyond the control of the Employer, in owner occupied buildings or facilities, the Employer may schedule all work, or portions of work, outside the normal workday between 6:00 p.m. on Sunday and 7:00 a.m. on Saturday. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time except where the Employer has established a four (4) day forty (40) hour week in which case the first ten (10) hours of work is at straight time.
- F. Nothing in this Agreement shall constitute a guarantee of any hours or work during any workday or workweek. The Employees shall be paid for all time spent in the services of the Employer and there shall be no split shifts. The Employer shall give the Employees sufficient time to pick up his work tools.
- G. Coffee Break. The Employer will not object to the employee taking his/her coffee container with him in order that he/she may have coffee in the A.M. and P.M. The Employee will be restricted to having his/her coffee in the close proximity of his/her work. Total work interruption shall not exceed ten (10) minutes in the A.M. or ten (10) minutes in the P.M.



- H. Lunch Period. The lunch period will be on the employee's own time unless specifically provided for elsewhere in this Agreement. The Employer shall comply with applicable State and Federal laws and regulations governing lunch and rest periods.

## **ARTICLE 16 - FOREMAN AND GENERAL FOREMAN**

When there are 5 or more carpenters employed on any one job, one employee shall receive Foreman pay. The minimum scale for Foreman shall be \$2.00 per hour above Journeyman scale of wages. Effective May 1, 2019 this amount shall increase to \$2.25 per hour.

## **ARTICLE 17 - CARPENTER WAGES AND FRINGE BENEFITS**

See Schedule 1 for Industrial, Defense, and Highway/Heavy wage and benefit rates.

See Schedule 2 for Commercial and Residential wage and benefit rates.

Contractors agreeing to become bound to this agreement shall pay the applicable rates for work performed in accordance with Schedules 1 and 2. Total package rates within Schedules 1 and 2 will be negotiated between the Union and employers performing such work.

### **FRINGE BENEFIT PAYMENTS:**

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

- A. An Employer shall be considered "delinquent" for a particular work month (or work week in the case of Employers on weekly reporting) if its required report and the proper payment for that month (week) are not postmarked on or before the 15th day of the following month (Friday of the following week, for Employers required to make payments on a weekly basis), irrespective of whether such delinquency is willful or otherwise.
- B. Contributions which are delinquent as defined in herein shall be deemed to be "unpaid contributions" for purposes of the Funds' remedies pursuant to this Agreement and applicable law.
- C. An Employer who is delinquent and has unpaid contributions shall be required to pay to the Funds an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreement.
- D. When the Trustees have determined that an Employer is delinquent in its Fringe Benefit contributions, the Employer shall make ongoing and future Fringe Benefit contributions on a weekly basis and establish an escrow account as described herein. Once the Employer

has made payments on a weekly basis for 26 consecutive weeks without further delinquency, the Trustees will use the process set forth in the Trust document to remove the requirement that such delinquent Employer make weekly fringe fund reports and payments and contributions to the escrow account. The Trustees will use the process set forth in the Trust document to permit such delinquent Employer to cash out its escrow account only after the Employer has made Fringe Benefit contributions for one year without delinquency and provided proof of a surety bond as described herein.

- E. **ILLUSTRATION.** If an Employer's report and payment 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 interest and 10% as liquidated damages and will become subject to the Trust document. In addition, the Employer shall be placed on the weekly reporting basis for work weeks commencing after February 16. Reports and payments shall then be due each week on the Friday of the week following the work week, and weekly payments shall be made to an escrow account in an amount equal to 20% of the weekly contributions due. When the Employer has completed 26 consecutive weeks without further delinquency, the Trustees of the Fringe Benefit Funds may (in their discretion) allow the Employer to revert to monthly Fringe Benefit contributions. When the Employer has completed one year of required Fringe Benefit payments without further delinquency, and has proven to the Trustees that it has obtained a \$50,000 surety bond to be held by the Trustees, the Trustees may (in their discretion) allow the Employer to cash out the escrow account.
- F. The delinquent Employer shall also be required to pay all cost of collection actually incurred by the Trust Fund, including all attorney fees, service fees, Filing fees, court reporter fees and all other fees, costs and disbursements incurred by or on behalf of the Trust Funds in collecting the amount due.
- G. Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees or their authorized agents, on demand, all necessary employment and payroll records, and any other relevant information relating to its employees covered by this Agreement for examination, whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds. If any Employer fails or refuses to furnish its payroll records to the Trustees or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees may enforce such right by legal action in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction of the Trustees.
- H. The Union shall also have the right to take economic action, including but not limited to the right to refuse to supply personnel, to enforce the rights enumerated in this Article on behalf of the Union and the Trustees. The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to employees employed in job classifications under this contract.

- I. The parties to this Agreement, and all Employers covered thereby, agree to be bound by all the terms of the respective Trust Agreements governing the establishment, administration, and operation of the Funds in accordance with the Trust Agreements. The employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the Scope of this authority provided that action is within the scope of the Trustees' authority and not in conflict with this agreement.
- J. **NATIONAL OR STATE HEALTH INSURANCE.** Should the health insurance provisions contained in this Agreement and/or the Health and Welfare Trust's plan design cause the Employer to become subject to a penalty, fine, or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the matter will be referred to the Health Fund Trust for a revision of the Plan so that the penalties cease. If the Trustees do not take action to have the penalties cease, the Union and the Employer will immediately meet in good faith to work towards a solution that does not increase the total cost to the Employer. The bargaining parties recognize that the Affordable Care Act and related regulation have created a challenging and dynamic environment for the Health and Welfare Trust. Should health and welfare coverage options become available through a legislative and/or government sponsored program such as a health insurance exchange, and such coverage is more economical than that which can be offered by the Health and Welfare Trust, either may request in writing, and the other party shall agree, to meet in good faith within 30 days of the written request to review and consider changes to the agreement that would accommodate the use of such program as a supplement to or replacement for the current Health and Welfare Trust.
- K. **FRINGE FUNDS AND DESIGNATED DEPOSITORY.** Employers covered by this Agreement shall pay the contributions required to be made to the Funds listed in accordance with this Agreement to the following funds via the depository identified by this Agreement, or such depository as may be designated by the Trustees from time to time. Such contributions shall be sent together with the required remittance reports for the following funds to the designated depository.
- L. **CARPENTERS PENSION REHABILITATION PLAN.**
1. **TWIN CITY CARPENTERS AND JOINERS PENSION REHABILITATION PLAN.** The actuary for the Twin City Carpenters and Joiners Pension Fund (the Plan) has certified that the Plan, for the Plan year beginning January 1, 2010, is in critical status as that term is defined in the Pension Protection Act of 2006. As a result of the Plan being so certified, the Trustees of the Plan are required to adopt and the parties to this Agreement are required to implement a Rehabilitation Plan. The Trustees have adopted a Rehabilitation Plan, dated April 9, 2010, and have communicated it to the bargaining parties, by notice dated April 30, 2010. The Rehabilitation Plan is hereby incorporated into this Agreement by this reference. The parties hereby implement the Rehabilitation Plan and authorize and direct the Trustees to take any and all actions permitted or required by the Rehabilitation Plan or which they find reasonable and appropriate in achieving the objectives of the Rehabilitation Plan as required by law.

2. **NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS DEFINED BENEFIT PENSION Rehabilitation PLAN.** The parties agree that the North Central States Regional Council of Carpenters Defined Benefit Pension Fund (“DB Pension Fund”) has certified that the DB Pension Fund is in critical status, within the meaning of Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, for the Plan Year beginning January 1, 2017. Effective May 1, 2017 and based on information provided to them from the Plan Sponsor, the parties hereby adopt the joint labor/management Preferred Schedule from the Rehabilitation Plan executed by the DB Pension Fund’s officers and agree to implement the schedule of contribution increases from said Preferred Schedule no later than the respective effective dates of such contribution increases in the Preferred Schedule. The parties understand that, assuming the Pension Fund’s actuarial assumptions are met, the Preferred Schedule will result in the Plan’s emergence from endangered status within the time frame required under ERISA.

The Parties hereby implement the Preferred Schedule of the Initial Rehabilitation Plan, herein referenced, with a DB Pension Fund contribution increase of \$0.45 per hour on May 1, 2017.

The parties understand that the Pension Fund’s actuary may inform the Plan Sponsor that the schedules adopted by the Parties have resulted in the Plan meeting or exceeding the scheduled progress of the Rehabilitation Plan and that the scheduled progress of the Plan is projected to be met with either a lesser schedule of contribution rate increases or lesser reduction in the pension multiplier or both. In such an event, the parties agree to meet and bargain in good faith concerning the substitution of a revised schedule of contribution rate increases provided to them by the Plan Sponsor. The parties understand that the Pension Fund’s actuary may inform the Plan Sponsor that the schedules adopted by the Parties have resulted in the Plan leaving the endangered status as of the most recent zone certification date. In such an event, the parties agree that the schedule of contribution rate increases that have not yet taken effect shall be null and void and agree to meet and bargain in good faith concerning the substitution of a revised schedule of contribution rate increases provided to them by the Plan Sponsor.

**DESIGNATED DEPOSITORY**

North Dakota Carpenters Fringe Benefits  
Administrator: Wilson McShane,  
3001 Metro Drive, Suite 500, Bloomington, MN 55420  
952-854-0795

**FRINGE BENEFIT FUNDS/DUES**

North Central States Regional Council of Carpenters Pension Fund  
Bismarck-Mandan Carpenters Defined Contribution Pension Plan  
Carpenters and Joiners Welfare Fund  
North Central States Regional Council of Carpenters Vacation Fund  
North Central Carpenters Supplemental Pension Fund  
North Central States Regional Council of Carpenters Education Fund  
Carpenters International Training Fund

## Working Dues

During the term of this Agreement, the Union and Employer shall mutually agree that the Union may redirect contributions from (1) the Bismarck-Mandan Carpenters Defined Contribution Pension Plan and (2) the North Central Carpenters Supplemental Pension Fund to the Carpenters and Joiners Defined Contribution Pension Fund.

## **ARTICLE 18 - MOBILITY OF WORKFORCE AND HOME FUNDING**

- A. Payment of annuity, pension and/or health and welfare contributions for an employee's work under this Agreement shall be made to such funds and in such amounts as are identifiable in Article 17 of this Agreement or otherwise provided in this Article.
- B. In no event shall the Employer's out-of-area employees be paid less in wages, and annuity, pension and/or health and welfare contributions, than what is required under their local home-area Local Union collective bargaining agreement. The Employer is obligated to pay dues check-off and all other contributions required under this Agreement.
- C. **HOME FUNDING.**

For employees of the Employer whose home Local Union is different than the Local Union in the area in which they are working for the Employer, the undersigned Employer shall not be required to contribute for each hour worked into the Fringe Benefit Funds identified in the Local Agreement. For each hour worked by these out-of-area employees, the Employer shall make contributions to the Fringe Benefit Funds identified in the member's home area Local Union Master Labor Agreement. The Employer agrees to be bound to the Trust Agreements for all Fringe Benefit Funds to which they will contribute under this Agreement.

The Fringe Benefit Fund contribution rate for all employees will be dictated by the collective bargaining agreement that covers the employee's home local union. The hourly Total Package Contribution, consisting of the hourly Wages and Fringe Benefit Fund contributions, for employees of the Employer shall at no time be lower than the Total Package Contribution a comparable employee would receive for work covered by this Agreement.

## **ARTICLE 19 - APPRENTICESHIP, TRAINING AND LABOR MANAGEMENT EDUCATION FUND**

### **A. APPRENTICESHIP**

All matters pertaining to apprenticeship shall be governed by the applicable area apprenticeship standards, depending on job site location, as developed by the Joint Apprenticeship Committee composed of equal representation of the employers and Employees.

One (1) apprentice to first one (1) journeyman on the job. (conditional upon approval from the Department of Labor)

Indenture 4 year apprenticeship program in accordance with the existing apprenticeship standards.

Apprenticeship wages and benefits shall be payable as applicable under the apprenticeship standards as a percentage of the wages negotiated under this Agreement and updated by the Union on the anniversary date of this Agreement with timely notice to the Employer of yearly allocations.

**B. CARPENTERS INTERNATIONAL TRAINING FUND & LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND.**

**Carpenters International Training Fund**

The Employer(s) and the Union recognize the need for the quality training of apprentices and journeymen to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution per hour worked for each employee covered by this Agreement to the Carpenters International Training Fund as designated by the Union. Payment to the funds shall be made on or before the fifteenth (15th) day of the month following the month of work performed and shall be remitted in accordance with the instructions of Trustees of the respective Funds.

The Employer hereby also agrees to be bound by the Trust Indenture Agreement as now stated or as later restated or amended applicable to each of the two (2) respective United Brotherhood of Carpenters Trust Funds described above.

On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended applicable to each of the two respective UBC trust funds described above. On request, each employer and/or Union shall receive a copy of the funds' annual reports.

**ARTICLE 20 - SHOW-UP TIME, CALL-OUTS, TRANSPORTATION AND LODGING**

- A. Any employee reporting for work at the regular reporting time and is ready, willing and able to work, and for whom no work is provided, shall be paid for two (2) hours time; unless work is unable to proceed because of weather conditions. Employee may be required to remain on job site for said two (2) hours.

Any person specifically called out for unscheduled work on Saturday will be paid a minimum of four (4) hours at time and one-half (1 ½) rate and will be paid eight (8) hours if work is to exceed four (4) hours. Any person specifically called out for unscheduled work on Sundays or holidays will be paid at double (2) time rate, minimum of four (4) hours; if work is to exceed four (4) hours, eight (8) hours will be paid at the double (2) time rate.

There shall be a subsistence zone established for job sites located more than seventy-five (75) miles “as the crow flies” from the Bismarck and Fargo Union Offices, respectively, based on the employee’s home local. The Employee shall receive subsistence pay at the rate of fifty (\$50) dollars for each working day for jobs located in the subsistence zone and more than seventy-five (75) miles from the Employee’s residence, measured by the shortest driving distance.

### **ARTICLE 21 - SAVINGS CLAUSE**

The parties hereto agree that in the event any provisions of the agreement are held unconstitutional or in violation of any laws, rules or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

### **ARTICLE 22 – OTHER AGREEMENTS**

In the event that the Union offers any employer, for the type of work covered by this Agreement in the geographic area covered by this Agreement, more favorable wages and benefits and/or working conditions than are contained in this Agreement, the Union shall immediately notify the Employer and offer those more favorable terms in writing.

### **ARTICLE 22 - JURISDICTIONAL DISPUTES**

A pre-job conference may be held by the representatives of the Employer(s) and the Union(s), in order to minimize jurisdictional and other disputes or misunderstandings.

### **ARTICLE 23 - TERMINATION CLAUSE**

- A. This Agreement shall remain in full force and effect through April 30, 2020.
- B. The Union and the Associations on behalf of the Employers that have conferred their bargaining authority have the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before the expiration of this Agreement. If no party gives such notice, this Agreement shall be renewed automatically from year to year thereafter until either party provides written notice to terminate or amend this Agreement within sixty (60) days prior to the anniversary of the expiration date. If an individual employer who has independently signed this Agreement fails to give sixty (60) days’ notice to terminate or amend this Agreement, that employer shall be bound to the Successor Agreement covering work traditionally having been performed under this Agreement. For purposes of this Article, the Successor Agreement shall be the subsequent Agreement between the Union and the Associations.
- C. In the event the Agreement is open for negotiations, 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.
- D. All terms of this Agreement shall take effect May 1, 2017.

## SCHEDULE 1: INDUSTRIAL WORK

### FOR AREAS LISTED IN ARTICLE 1 – SCOPE OF AGREEMENT

#### NEGOTIATED INCREASES, WAGES AND FRINGE BENEFIT CONTRIBUTION RATES

Effective May 1, 2017		Percent (%)	Gross Wages	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	NDCC	Total Package
Classification											
General Foreman (+2.00/FM)		100%	\$37.29	-\$1.30	-\$1.27	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$53.70
Foreman (+3.50/JP)		100%	\$35.29	-\$1.30	-\$1.27	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$51.70
Piledriver (+1.00/JP)		100%	\$32.79	-\$1.30	-\$1.27	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$49.20
Journeyman		100%	\$31.79	-\$1.30	-\$1.27	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$48.20
Apprentice	42-48 Months	97.5%	\$31.00	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$47.41
	36-42 Months	95%	\$30.20	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$46.61
	30-36 Months	90%	\$28.61	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$45.02
	24-30 Months	85%	\$27.02	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$43.43
	18-24 Months	80%	\$25.43	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$41.84
	12-18 Months	75%	\$23.84	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$40.25
	6-12 Months	70%	\$22.25	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$38.66
	0-6 Months	65%	\$20.66	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$37.07
Pre-Apprentice (2000 Hours Max)	6-12 Months	55%	\$17.48	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$33.89
	0-6 Months	50%	\$15.90	-\$1.30	-\$0.95	\$7.01	\$7.05	\$1.65	\$0.60	\$0.10	\$32.31

Pile Drive persons shall receive \$1.00 per hour over carpenters scale.

Foreman's scale of pay shall be \$3.50 per hour above journeyman's scale.

General Foreman's scale of pay shall be \$2.00 per hour above Foreman scale.

Pre-apprentices may be employed for a maximum of one year prior to indenture into the apprenticeship program. Pre-apprentices start at 50% journeyman gross wage, and receive 55% journeyman gross wage upon working 1000 hours and shall be slotted into the apprenticeship program upon completion of 2000 hours work or one year of employment by signatory contractors, whichever comes first. Apprentices start at 65% of the journeyman gross wage rate with full benefits. Apprentice ratios shall be no greater than 1:1 and 1:3 thereafter. One pre-apprentice may be employed for each registered apprentice.

#### **Negotiated Industrial Increases:**

**May 1, 2017:** \$1.45, allocated as listed above.

**May 1, 2018:** \$1.50, allocation to be determined by the Union.

**May 1, 2019:** Wage Opener



## SCHEDULE 2: COMMERCIAL WORK

### NEGOTIATED INCREASES, WAGES AND FRINGE BENEFIT CONTRIBUTION RATES

Effective May 1, 2017		Percent (%)	Gross Wages	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Total Package
Classification										
Foreman (+2.00/JP)		100%	\$28.72	-\$1.30	-\$1.07	\$6.96	\$4.90	\$0.85	\$0.60	\$42.03
Piledriver (+1.00/JP)		100%	\$27.72	-\$1.30	-\$1.07	\$6.96	\$4.90	\$0.85	\$0.60	\$41.03
Journeyman		100%	\$26.72	-\$1.30	-\$1.07	\$6.96	\$4.90	\$0.85	\$0.60	\$40.03
Apprentice	42-48 Months	97.5%	\$26.05	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$39.36
	36-42 Months	95%	\$25.38	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$38.69
	30-36 Months	90%	\$24.05	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$37.36
	24-30 Months	85%	\$22.71	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$36.02
	18-24 Months	80%	\$21.38	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$34.69
	12-18 Months	75%	\$20.04	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$33.35
	6-12 Months	70%	\$18.70	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$32.01
	0-6 Months	65%	\$17.37	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$30.68
Pre-Apprentice (2000 Hours Max)	6-12 Months	55%	\$14.70	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$28.01
	0-6 Months	50%	\$13.36	-\$1.30	-\$0.80	\$6.96	\$4.90	\$0.85	\$0.60	\$26.67

Residential wage rate is based on 85% of Commercial gross wage including full commercial benefits.

Pile Drive persons shall receive \$1.00 per hour over carpenters scale.

Foreman's scale of pay shall be \$2.00 per hour above journeyman's scale.

Pre-apprentices may be employed for a maximum of one year prior to indenture into the apprenticeship program. Pre-apprentices start at 50% journeyman gross wage, and receive 55% journeyman gross wage upon working 1000 hours and shall be slotted into the apprenticeship program upon completion of 2000 hours work or one year of employment by signatory contractors, whichever comes first. Apprentices start at 65% of the journeyman gross wage rate with full benefits. Apprentice ratios shall be no greater than 1:1 and 1:3 thereafter. One pre-apprentice may be employed for each registered apprentice.

#### **Negotiated Commercial Increases:**

**May 1, 2017:** \$1.50, allocated as listed above.

**May 1, 2018:** \$1.50, allocation to be determined by the Union.

**May 1, 2019:** \$1.50, allocation to be determined. \$0.25 increase to Foreman Premium.

**ACCEPTANCE OF AGREEMENT**

IN WITNESS WHERE OF, the parties have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_.

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

By: \_\_\_\_\_  
Signature of Business Representative

\_\_\_\_\_  
Print Name of Business Representative

\_\_\_\_\_  
Address of Union

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Print Name of Contractor Representative

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Workers Compensation Number

\_\_\_\_\_  
Unemployment Comp. Number

\_\_\_\_\_  
Federal Employee ID Number (FEIN)

\_\_\_\_\_  
Bonding Number