

LABORERS' DISTRICT COUNCIL OF MINNESOTA AND NORTH DAKOTA

Summary of Settlement

Southeastern Building Agreement

Effective May 1, 2025 – April 30, 2028

WAGE CHANGES

1. Journey Laborers

Dodge, Faribault, Fillmore, Freeborn, Houston, Le Sueur, Mower, Olmsted, Steele, Rice, Wabasha, Waseca, and Winona Counties, and Goodhue County south of CSAH 9, including the city limits of Lake City

Effective May 1, 2025 – Total increase \$3.00 per hour + \$0.41 per hour increase to Worker Wellness Program Allocated as follows: \$2.00 to Rate, \$0.21 to VAC, \$0.41 to WWP, \$0.25 to H&W, \$0.50 to PEN, \$0.03 to TR/APP and \$0.02 to BSC

Class	Rate	VAC ¹	WWP ⁴	H&W	PEN	TR/APP	LECET	FCF ³	BSC ⁵	TOTAL	CAF ²
1	\$36.50	\$3.14	\$0.81	\$9.90	\$11.25	\$0.45	\$0.10	\$0.02	\$0.02	\$62.19	\$0.06
2	\$37.20	\$3.14	\$0.81	\$9.90	\$11.25	\$0.45	\$0.10	\$0.02	\$0.02	\$62.89	\$0.06
3	\$34.62	\$3.14	\$0.81	\$9.90	\$11.25	\$0.45	\$0.10	\$0.02	\$0.02	\$60.31	\$0.06

Mason Tender - \$1.75 above Classification 1 rate

Class	Rate	VAC ¹	WWP ⁴	H&W	PEN	TR/APP	LECET	FCF ³	BSC ⁵	TOTAL	CAF ²
1	\$38.25	\$3.14	\$0.81	\$9.90	\$11.25	\$0.45	\$0.10	\$0.02	\$0.02	\$63.94	\$0.06

May 1, 2026 - Total increase \$4.25 per hour, allocations TBD

May 1, 2027 - Total increase \$4.00 per hour, allocations TBD

Foreman \$2.00 above classification employed in.

General Foreman \$2.25 above Foreman wage rate.

*The Union shall allocate negotiated increases prior to their effective date. Increases shall be as follows: (a) if the effective date falls on a Sunday through Wednesday, then the increase will become effective on the Monday of that week; (b) if the effective date falls on a Thursday through Saturday, then the increase will become effective on the Monday of the following week.

¹Vacation 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.

²Contract Administration Fund is not part of the total package and is voluntary.

³Fair Contracting Foundation (see Schedule 18)

⁴Minnesota Worker Wellness Program to be paid with H&W benefit to the MN Laborers' Fringe Benefit Funds. Apprentices will receive 85% of the applicable journeyworker contribution rate. (see Article 21)

⁵Building Strong Communities (see Schedule 18)

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LANGUAGE CHANGES

ARTICLE 6

Hiring Employees

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 Union members in good standing as a condition of employment.

Pursuant to PFML MN Statute 268B.09, Subd. 6(h)(2)(i), the parties hereby unambiguously and expressly waive the requirements of MN Statute 268B Subd. 6 (Employee right to reinstatement) and MN Statute 268B Subd. 7 (Limitations and on employee's right to reinstatement).

ARTICLE 7

Insurance and Taxes

D. In accordance with PFML MN Statute 268B.14, the Employer shall pay 50% of the required premiums and shall deduct 50% of the required premiums from employees' wages, in equal proportion as required by law, for MN Family and Medical Leave.

ARTICLE 21

Fringe Benefits

7. The Employer shall be bound to the Worker Wellness Program and Earned Sick and Safe Time Waiver Addendum ("WWP Addendum"), negotiated between the Laborers' District Council of Minnesota and North Dakota on behalf of its affiliated Local Unions ("Union") and Associated General Contractors of Minnesota and the Minnesota Concrete and Masonry Contractors Association, with the following modification. The contribution amounts stated in section 3(iv) of the WWP Addendum are replaced by the contribution amounts stated in the Wage and Benefit Sheets for this Agreement. The remainder of section 3(iv) of the WWP Addendum apart from the contribution amounts will be binding on the Parties to this Agreement. The Employer acknowledges receiving and reviewing the WWP Addendum by signing this Agreement. The Employer and the Union agree that the waiver of the Earned Sick and Safe Time Law, Minnesota Statutes sections 181.9445 to 181.9448, applies to this collective bargaining agreement and that in return the Employer is required to make the contributions to the Worker Wellness Program set forth in the applicable Wage and Benefit Sheet for this Agreement."

ARTICLE 21

Fringe Benefits

8. Pursuant to PFML MN Statute 268B.09, Subd. 5(b), the parties hereby unambiguously and expressly waive the requirements of MN Statute 268.09, Subd. 5. The employer shall not be required to make contributions to the Health and Welfare Fund during any leave for which an employee is entitled to benefits or leave under MN Statute 268B (Family and Medical Benefits).

ARTICLE 25

Duration

A. All terms of this Agreement shall take effect May 1, ~~2022~~ 2025.

B. This Agreement shall remain in full force and effect through April 30, ~~2025~~ 2028.

C. Any party has the right to terminate or amend this Agreement by giving notice in writing by email and/or U.S. Mail 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.

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Construction Industry Labor Employers Council (CILEC)

~~Upon written, mutual agreement of AGC and Union, and approval by the CILEC Board the parties may participate in and fund the CILEC program through a Labor-Management Cooperation Committee Trust Fund. If AGC and the Union agree to fund CILEC, a one-cent (\$0.01) contribution will be added to the total package to fund CILEC.~~

Building Strong Communities (BSC)

The parties agree to participate in and fund Building Strong Communities Inc ("BSC") as a tax-exempt Labor-Management Cooperation Committee ("LMCC") pursuant to section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. § 175a; § 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9); and section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3).

Each Employer shall contribute two cents (\$0.02) to BSC each hour for which fringe benefits are required on behalf of each employee covered by the parties' collective bargaining agreement. Each Employer shall forward payment to BSC monthly in the same form and manner and under the same timelines as the other fringe benefit contributions under the parties' collective bargaining agreement (one cent (\$0.01) from Management and one cent (\$0.01) from Labor). This provision will expire on April 30, 2028.

Effective May 1, 2025 or as soon as BSC is able to accept funding.
Contributions to BSC will terminate if BSC dissolves as an LMC.
LIUNA will support by-laws change & AGC's membership on board.