

THE BUILDING DIGNITY AND RESPECT CODE OF CONDUCT

2022

OVERVIEW

The Building Dignity and Respect Program (“BDR Program”) brings together construction workers, contractors, and developers to secure dignified working conditions on the job sites of covered projects in the Twin Cities metro area. The BDR Program enlists the resources of Participating Developers to ensure that Participating Contractors respect Qualifying Workers’ fundamental human rights, including dignified wages. The BDR Program – which is rooted principally in the Building Dignity and Respect Code of Conduct (“BDR Code” or “Code”) – is designed to encourage and support fair and dignified workplaces characterized by mutual respect, open communication, and problem solving. The Building Dignity and Respect Standards Council (“BDC”) is the independent non-profit that oversees the BDR Program by monitoring Code compliance by Participating Contractors.

INTRODUCTION

This Code sets forth the principles and standards to which Participating Contractors must adhere, with respect to construction workers not covered by a collective bargaining agreement with a bona fide labor organization affiliated with the local council of North America’s Building Trades Unions, in order to participate in the BDR Program. The BDR Code will be reviewed at least every two years and may be amended by BDC as circumstances suggest or require.

PART 1: ENTRY INTO THE BDR PROGRAM

1. To enroll in the BDR Program, a Participating Contractor agrees to comply with the standards and procedures set forth in the Code. This commitment to comply with the BDR Code should be reflected in written contracts between the Participating Contractor, its sub-contractors, and any Participating Developer(s) for whom the Participating Contractor works. It is the responsibility of the Participating Contractor to ensure without exception that any sub-contractors it utilizes on a Covered Project are (i) made known in writing to the BDC at least seven (7) calendar days prior to their commencement of work on a Covered Project and (ii) enroll as Participating Contractors and comply with all standards and procedures set forth in the Code. Failure to notify the BDC of such arrangements and/or Code non-compliance by the sub-contractor may result in disqualification from the BDR program for both parties.
2. After enrolling, the Participating Contractor participates in a BDR Program orientation with BDC, schedules a worker education session with BDC, and undergoes an entry/baseline audit conducted by BDC before that contractor’s work on any Covered Project commences. This entry/baseline audit is designed to help determine: a) the

Participating Contractor's labor policies and practices at the time of entering the BDR Program and b) an individualized plan for each Participating Contractor to come into compliance with the BDR Code.

PART 2: CONTRACTOR & WORKER EDUCATION

A core element of the BDR Program is to ensure all involved are informed about the program requirements in order to strengthen communications and problem solving between workers and contractors, providing benefits to both.

3. Participating Contractors will participate in a BDR Program orientation session conducted by BDC within one month of joining the BDR Program.
4. Participating Contractors will also work with BDC, or an organization chosen by BDC, to schedule and promote a three (3) hour, off-site education session for every Qualifying Worker ("QW"). The session will address Qualifying Workers' rights and responsibilities under the BDR Program, including how to exercise those rights. Every QW, upon completion of the session, will receive a training certification valid for one (1) year for all Covered Projects in the BDR Program. Participating Contractors will compensate QWs at their normal hourly rate for the time spent in BDR Program education sessions.
5. Participating Contractors will ensure that, prior to the commencement of work on a Covered Project, at least two-thirds (2/3) of Qualifying Workers have valid BDR training certifications. Any worker not in possession of a valid BDR training certification must attend a BDR Program education session within the first seven calendar days of employment on a Covered Project.
6. On site, Participating Contractors will distribute a copy of the *Building Dignity and Respect Handbook* and any additional BDR Program materials provided by BDC to each of its QWs at the start of each Covered Project, to all new QWs at the time of their hire, and on occasion when materials are updated. Participating Contractors will also post the BDR Program covered jobsite poster in prominent locations. Every QW will sign a log to contemporaneously document their participation in on-site Program Education, and these logs will be made available to BDC upon request.
7. Participating Contractors will ensure that all Qualifying Workers have received OSHA-10 training. Any QW who has not received this training will obtain it within the first seven calendar days of hire or of the Contractor's enrollment date, whichever is later. The Participating Contractor will pay training costs and compensate the QW at their normal hourly rate for time spent in OSHA-10 training. In addition, QW's shall have the opportunity to attend OSHA-30 training within six months of hire.
8. Participating Contractors will excuse Qualifying Workers from work for up to five additional hours of labor rights education per calendar year.

PART 3: EMPLOYMENT PRACTICES & MINIMUM REQUIREMENTS FOR PARTICIPATING CONTRACTORS

Participating Contractors are required to abide by all applicable laws, codes, and regulations, including this Code, regarding employee wages and benefits, the right to organize, the right to engage in protected concerted activity, rights to free speech and association, working hours, equal opportunity, housing, and health and safety. Further, Participating Contractors will adhere to the following employment and workplace practices:

Wages and Related Issues

9. Participating Contractors will record all compensable hours and will keep accurate hours through a system in which QWs control their time cards or other time registration device.
10. Participating Contractors will pay QWs for all time spent engaged in work-related activities.
11. Participating Contractors will hire all QWs as employees rather than independent contractors and will comply with Minn. Stat. Sec. 181.723. Nor shall anyone who wishes to be a Qualifying Worker be forced to become a Participating Contractor instead.
12. Participating Contractors will pay wages and benefits directly to all QWs.
13. Participating Contractors will provide all QWs with a wage notice in compliance with Minn. Stat. Sec. 181.032(d) and a written pay schedule upon hire, which will guarantee payment of wages at least twice per month. Wages will be considered unpaid if they are not made available to a QW within one (1) business day of the date specified in the payment schedule.
14. Participating Contractors will use certified payroll and provide QWs with pay slips that include all information necessary to permit QWs to determine whether their wages have been accurately calculated and provided for each pay period as required by Minn. Stat. Sec. 181.032(b), including the following information: (a) employee name, (b) rate or rates of pay, (c) hours worked, (d) gross pay, (e) any withholdings or deductions, (f) net pay, (g) accrued paid leave time, (h) pay period dates, (i) legal and operating name(s) of employer, (j) physical (main office) and mailing address of employer, (k) telephone number of employer, and (l) telephone number of BDC Worker Support Line.
15. Participating Contractors will not retain or withhold any sums from the pay of a QW without the informed, signed consent of the QW upon hire, unless applicable law requires such withholding. The Participating Contractor will provide uniforms as required and all construction materials necessary for the completion of work

assignments without cost to QWs.

16. Participating Contractors must pay Qualifying Workers on a Covered Project wages the highest of (1) not less than \$20/hour, (2) whatever rate the Participating Contractor has paid previously, or (3) prevailing wages when required under local, state, and/or federal law. BDC believes that all workers should be paid a prevailing wage reflecting their geographical area and work expertise, but will only enforce violations of the floors articulated in the previous sentence, recognizing that these floors represent a minimum standard and that workers are morally entitled to more.
17. Participating Contractors will pay QWs overtime (not less than one-and-one-half [1.5] times the QW's regular hourly wage) for all actual hours worked in excess of forty (40) per seven-day workweek.

Health and Safety

18. Participating Contractors will provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work. This includes site access to appropriate bathroom facilities.
19. All Participating Contractors, regardless of size, will develop and implement a Worker Health and Safety committee, consistent with Minn. Stat. Sec. 182.676, through which QWs are able to offer the Participating Contractor their input and perspective on health and safety issues in a regular and structured manner, including at the start and conclusion of each Covered Project and at other times as reasonably requested by Qualifying Workers. Participating Contractors shall keep records of attendance and minutes of each meeting, as well as requests by Qualifying Workers to hold such meetings.
20. Participating Contractors will develop and implement health and safety policies and practices, in accordance with manufacturer's instructions and all laws and regulations, when applicable, for: a) accident and injury response; b) maintenance and operation of work machinery; c) avoiding repetitive stress and other musculoskeletal disorders; d) safe handling and storage of, chemicals and potentially hazardous tools and material; e) proper ventilation; f) extreme weather; g) communication of emergency procedures and protocols; and h) proactive information sharing about potential workplace risks and hazards, including by providing access to Safety Data Sheets or similar information and by providing applicable training.
21. Participating Contractors, at no cost to QWs, will provide all QWs with the appropriate personal protective equipment ("PPE"), including helmets and boots, for completing work assignments safely. All PPE should be in good, working condition.
22. Participating Contractors will provide paid, on-site training on the safe and healthy performance of the QW's job duties as part of new-hire orientation and as soon as

possible for any previously hired QWs upon the Participating Contractor's entry into the BDR Program.

23. Participating Contractors may not discipline QWs for stopping the performance of a work task they believe puts their or their coworkers' health or safety in serious and immediate danger.
24. Participating Contractors will keep accurate records of all work-related injuries and illnesses suffered by QWs that require any medical treatment, including first aid, or that lead to one or more days away from work, the need for work restrictions such as light duty, or transfer to different work tasks. The Participating Contractor will contemporaneously provide a copy of the accident report to the QW, the Participating Developer, and BDC.
25. Participating Contractors will obtain and provide access to workers' compensation insurance that covers all QWs in their employ in accordance with applicable law. Participating contractors will submit proof that they are paying premiums on all QWs to the Participating Developer prior to the commencement of work on a Covered Project.

Schedules, Rest and Leisure

26. Participating Contractors will develop and implement plans and procedures to ensure that QWs have sufficient paid breaks during the day, including at least two (2) quarter-hour rest breaks and one (1) half-hour meal break for the first eight (8) hours worked in a day.
27. QWs have the right to at least eight (8) consecutive hours off from work within each twenty-four (24) hour period.
28. QWs have the right to twenty-four (24) consecutive hours off from work within each seven (7)-day period as part of their weekly schedule.
29. QWs have the right to miss work without reprisal in the event of illness. If a QW misses more than two days of work, the Participating Contractor may request that the QW provide a written explanation from a health care provider documenting the illness. In jurisdictions with paid sick leave ordinances, the Participating Contractor must comply with the compensation requirements of the law.
30. Upon request, Participating Contractors will provide QWs reasonable amounts of unpaid time off from work to meet their basic human needs such as, but not limited to, seeking health services or attending religious services.

Housing and Transportation

31. If housing is provided to a QW by a Participating Contractor it must a) be voluntary; b) be delivered in clean working order; c) comply with all applicable housing, zoning, and

building codes; and d) be at no cost to the QW (including no paycheck deduction).

32. QWs provided housing by or on behalf of a Participating Contractor will have all rights afforded to tenants under the prevailing state, federal or municipal standards, including but not limited to privacy in their dwellings. This information will be provided to the QW in written form at the time any housing offer is extended by or on behalf of a Participating Contractor.
33. QWs provided housing by or on behalf of a Participating Contractor and whose employment is terminated by the Participating Contractor will be provided at least seven (7) calendar days' notice from date of separation to vacate the premises, or the equivalent of seven days' regular pay, except where termination is to remedy an Article I Violation of this Code. This seven-day notice may run concurrently with any notice requirement under applicable law, but the law must always be satisfied.
34. All housing being provided to QWs must have sleeping areas with adequate privacy.
35. All housing provided to QWs must provide adequate protection from potential health or safety hazards, including communicable disease.
36. If a Covered Project is more than 100 miles from a QW's home, the Participating Contractor will offer suitable lodging near the jobsite to the QW in a hotel or motel at the Participating Contractor's expense.
37. Participating Contractors may not charge QWs for transportation provided to or from employee housing or lodging and a Covered Project.
38. Participating Contractors shall pay mileage at the IRS approved rate for workers who drive their own vehicles and travel more than 100 miles round-trip (to-and-from their home) to get to the shop or jobsite.
39. If a Participating Contractor asks a QW to use the PC's personal or company vehicle, proof of insurance shall be provided in the vehicle at all times. QW's shall not be held liable for vehicle damage, impoundment or any other costs associated with such vehicle use.
40. Participating Contractors will not deny or otherwise restrict or interfere with a QW's freedom to come and go from the housing provided by or on behalf of the Participating Contractor.
41. Participating Contractors will not deny or otherwise restrict or interfere with a QW's right to receive visitors at any housing provided by or on behalf of the Participating Contractor.

Other Conditions of Employment

42. Participating Contractors will not hold QWs' original identification documents and will not charge QWs fees or costs for applications, deposits, recruitment or other pre-employment fees or costs.
43. No Participating Contractor, nor anyone working for or acting on the Participating Contractor's behalf, will subject a QW to violence, harassment, abuse, threat or discrimination.
44. Participating Contractors will provide equal opportunity for advancement and will regularly communicate these opportunities to QWs.
45. Participating Contractors who take over a job on a Covered Project from a Participating Contractor who falls out of good standing with BDR will make good faith efforts to offer work to anyone on the former PC's crew who was working on that Covered Project and not responsible, in whole or in part, for the PC losing the job. The worker(s) involved in reporting the complaint resulting in the Participating Contractor being suspended shall be owed ten (10) days of lost wages from the PC.
46. QWs may – without facing retaliation – identify and recommend improvements, in addition to those outlined in the Code, regarding workplace health and safety matters, scheduling, staffing, production, and housing to Participating Contractors.
47. Participating Contractors will not discharge or discipline (including with respect to housing or transportation) a QW in retaliation for making a complaint, or participating in an audit or complaint investigation, or on any other discriminatory basis including age, race, ethnicity, national origin, sex, sexual orientation, gender, gender identity, disability, or any other reason prohibited by law or this Code. PC will provide a written basis for all discharge or discipline, recognizing that winding down work on a Covered Project may be the reason.
48. QWs will receive a copy of their employment contract and personnel policies, including notice of terms and conditions of employment such as wages, hours and benefits, at the time of hire. Participating Contractors will maintain records of the notice of terms and conditions of employment signed by both the QW and Participating Contractor.
49. Participating Contractors will make reasonable efforts to ensure QWs understand all workplace policies and job requirements, including but not limited to providing information in each QW's native language.

PART 4: TRANSPARENCY & THIRD-PARTY AUDITING

50. Participating Contractors will cooperate with the BDC, including but not limited to providing the BDC access to the premises of Covered Projects, personnel, and the necessary business records to conduct audits and verify compliance with the Code and any Corrective Action Plans or Complaint Resolutions.

51. Participating Contractors will verify and make transparent their employment practices to the BDC.
52. Participating Contractors will cooperate with complaint investigation and resolution procedures of the BDC and designate a primary contact person for matters related to the BDR Program.
53. Participating Contractors will not attempt to coach QWs, managers, supervisors, or any employee before or during the audit or complaint resolution process, nor will they engage in other conduct designed to influence or prevent the BDC's monitoring efforts from gathering an accurate assessment of the actual practices and work environment of a Covered Project.

PART 5: COMPLAINT MECHANISM & PROTECTION FROM RETALIATION

54. Participating Contractors will inform QWs of their right to use the BDR Worker Support Line and the complaint resolution process overseen by the BDC. Participating Contractors will provide the BDR Worker Support Line number with each pay check of each QW. Participating Contractors will not attempt in any way to impede the BDC from investigating a complaint, and will not engage in or permit retaliation in any form against a QW for seeking to file or having filed a complaint, or for seeking to attend or having attended a BDR Program education, audit or other activity.

PART 6: VIOLATIONS, CORRECTIVE ACTION PLANS, & COMPLAINT RESOLUTIONS

A. Types of Violations

55. In the BDR Program, Code compliance violations are divided into three categories – “Article I Violations,” “Article II Violations” and “Article III Violations” – according to the severity of the violation and the resulting consequence(s) of the violation.

Article I Violations

- a. Use of forced labor of any kind.
- b. Knowing use of unlawful child labor.
- c. Serious safety violation.
- d. Use or threat of physical violence against a QW.
- e. Sexual harassment of a QW that involves physical contact.

- f. Retaliation against a QW for making or attempting to make a complaint under the Code or for attending BDR Program education, audit, or other activities.

Article II Violations

- a. Failure to make a Code-required report of a workplace accident or injury, or to provide a contemporaneous copy of the report to BDC.
- b. Sexual harassment not involving physical contact against a QW.
- c. Racial, national origin, religious, gender identity, or sexual orientation discrimination and/or harassment against a QW not involving violence or the threat of violence.
- d. Verbal abuse against a QW not involving violence or the threat of violence.
- e. Failure to record all QWs' compensable hours.
- f. Failure to use a certified payroll service.
- g. Retention, withholding, or undue delay in the payment of wages due to a QW.
- h. Failure to promptly correct housing violations.
- i. Failure to afford QWs requisite unpaid leave to address their basic human needs.
- j. Failure to provide QWs adequate personal protective equipment.
- k. Failure to provide QWs reasonable access to potable drinking water, toilets and other hygiene facilities at the work site.
- l. Misclassification of a QW as an independent contractor.
- m. Failure to pay workers compensation insurance premiums on all QWs.
- n. Interference, or failure to cooperate fully, with BDR Program education, monitoring and auditing procedures.
- o. Significant failure to comply with an agreed upon Corrective Action Plan or Complaint Resolution.

Article III Violations

- a. Any violation of the Code not listed under Articles I or II will be an Article III violation.

B. Remedying Violations

56. A Participating Contractor will address to the satisfaction of the BDC each code violation identified in the course of an audit through a BDC-approved Corrective Action Plan.
57. A Participating Contractor will address to the satisfaction of the BDC each complaint brought to its attention by the BDC or a QW through a BDC-approved Complaint Resolution.
58. A Participating Contractor may appeal: a) any proposed Corrective Action Plan (“CAP”) or part thereof; b) any proposed Complaint Resolution (“CR”) or part thereof; or c) any notice of disqualification from the BDR Program. All findings of fact made by the BDC underlying the proposed action being appealed are final and binding unless an arbitrator finds them to be clearly erroneous.

PART 7: CONSEQUENCES OF VIOLATIONS

59. Article I Violations are “zero tolerance” violations.
- a. Article I Violations (a) or (b) will result in automatic disqualification of the Participating Contractor from the BDR Program.
 - b. Article I Violation (c) will result in automatic disqualification of the Participating Contractor from the BDR program *unless* the work stoppage order is complied with immediately *and* the serious safety violation is corrected to the satisfaction of both the BDC and the Participating Developer.
 - c. Article I Violations (d) or (e) will result in automatic disqualification of the Participating Contractor from the BDR Program *unless* the offending party is immediately terminated and removed from the Covered Project premises upon determination of the violation by the BDC. If the offending party in an Article I Violation (d) or (e) is the owner of the Participating Contractor, the Participating Contractor will be automatically disqualified from the BDR Program for the designated time period.
 - d. Article I Violation (f) will result in automatic disqualification of the Participating Contractor from the BDR Program *unless* the Participating Contractor implements remedial actions designated by the BDC to address the retaliation and any underlying Code violation within a timeframe set by the BDC.
60. Article II Violations require specified remedial action by the Participating Contractor within a timeframe designated by the BDC to avoid probation and/or disqualification from the BDR Program for the designated time period.

- a. If BDC finds that a Participating Contractor has violated Article II by failing to pay any Qualifying Worker(s) for all wages owed, the Participating Contractor shall remedy the underpayment to the satisfaction of BDC within 48 hours after notice of the violation has been provided to the Participating Developer, or else (i) BDC will authorize the payment of funds from the Building Dignity and Respect Trust Fund (or another trust fund with a similar purpose of combatting wage theft in the Twin Cities construction industry) in order to make the Qualifying Worker(s) whole, including payment of all waiting time penalties owed to that point by law, and (ii) Participating Contractor shall have withheld twice that amount from its next invoice and/or retainage (if any), to be deposited into the Fund.
61. Article III violations do not trigger specified remedial action, but the Corrective Action Plan developed by the BDC to address Article III violations may include one or more specific remedies with designated timeframes for full compliance to avoid probation and/or disqualification from the BDR Program for the designated time period.
62. If a manager or other supervisory person is found to have committed an Article I Violation, they must be fired within twenty-four (24) hours of confirmation of the incident by the BDC, and will not be eligible to work for any Participating Contractor in the BDR Program for a period of five years. A second Article I Violation by a manager or other supervisory person will result in a lifetime ban from working for any Participating Contractor. If a manager or other supervisory person is found to have committed a pattern of Article II and III Violations, the BDC may require their termination, disqualification or other discipline as a remedial measure as part of a Corrective Action Plan or Complaint Resolution. In such an instance, that manager or other supervisory person will be ineligible to work for any Participating Contractor for 90 days for an initial suspension, with subsequent suspensions to be the lengths set forth for Article I violations starting with five years and up to a lifetime ban from working for Participating Contractors. In addition to the disqualifications defined above, any manager or supervisory person terminated under this Part will be required to complete such training as the BDC may deem appropriate before beginning to work again for any Participating Contractor.
63. A temporary disqualification of a Participating Contractor from the BDR Program may occur in the event of a Serious Safety Violation on a Covered Project. All Qualifying Work by that Participating Contractor must cease within 24 hours of notification in writing from BDC and may not resume until BDC and the Participating Developer agree that the Serious Safety Violation has been corrected. If the Serious Safety Violation is not corrected to the satisfaction of the BDC and the Participating Developer, and the work stoppage order is not complied with, it will automatically result in full disqualification from the BDR Program.
64. The time period of a Participating Contractor's first disqualification from the BDR Program shall be one calendar year from the effective date of the disqualification (which shall not depend on whether there is a Covered Project underway) or until the

Participating Contractor can demonstrate to the satisfaction of the BDC that it has remedied all outstanding violations, whichever occurs later. The time period of a Participating Contractor's second disqualification from the BDR Program shall be two calendar years from the effective date of the disqualification or until the Participating Contractor can demonstrate to the satisfaction of the BDC that it has remedied all outstanding violations, whichever occurs later. A Participating Contractor's third disqualification from the BDR Program shall be permanent.

65. If a Participating Contractor is disqualified under the BDR Code, all businesses belonging to or operated by that Participating Contractor's owner will also be disqualified for the designated time period.
66. A Participating Contractor seeking reentry to the BDR Program, whether following a disqualification or voluntary withdrawal, must, prior to resuming its status as a Participating Contractor, pass a reentry audit conducted by the BDC.