

Agreement

Between

Minnesota Painting and
Wallcovering Employers Association
Acting for and on behalf of its Employer Members;
And all other signatories to this agreement

and the

International Union of Painters and Allied Trades
District Council #82
(Locals 61 and 386)
AFL-CIO, on behalf of
All Employees covered by this Agreement



MINNESOTA
PAINTING & WALLCOVERING
EMPLOYERS ASSOCIATION

Effective May 1, 2019 to April 30, 2022

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AGREEMENT

This Agreement is made and entered into this 1st day of May, 2019, by and between the Minnesota Painting & Wallcovering Employers Association and all of its members individually and collectively, whether now belonging to said Association or who may hereafter be admitted to membership. The members of said Association are hereinafter referred to as “ the Employer” and also, party to this Agreement are other signatory Employers hereinafter referred to as “the Employer” and Painters and Allied Trades District Council 82 affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the “Union”.

ARTICLE 1 Recognition

The Employer hereby recognizes IUPAT District Council 82 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time Painting and Wallcovering employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

ARTICLE 2 Definition of Employer, Journeyperson, Apprentice & Residential Work

Section 1. Employer. The term “Employer” shall be defined to mean any individual, firm, co-partnership, or corporation who is engaged in the business of painting and decorating and drywall finishing and who shall, at all times, maintain a permanent address as a principal place of business. No one shall be considered an Employer signatory to this Agreement unless they have two (2) or more journeymen painters, and has deposited cash and/or bond as required in this Agreement. He or she shall not be allowed to work intermittently as a journeyman for another employer while he or she is engaged or recognized as being in the contracting business. Those considered “owner/operators” shall be required to contribute to all fringe benefit, training, and industry funds as specified in this Agreement and Appendix A, and union dues as permitted under Article 5.

Section 2. Journeyperson and Apprentice. The term “Journeyperson” or “Apprentice” shall be defined as any employee represented by the Union engaged in performing work of the Painting and Decorating Trade. The employee shall not work for any Employer who is not signatory to this Agreement. Journeymen and Apprentices shall not contract work or do hourly work of the trade unless they sign the Agreement and abide by the same rules and regulations regarding wages and fringe benefits as required of other signatories to the Agreement.

Section 3. Residential Work. The Term “Residential Work” is defined as painting or wallcovering of single family houses or attached single family units and condominiums which is not covered under a building trades project labor agreement, or required to pay prevailing painters’ rates pursuant to Davis-Bacon. The terms and conditions for this work are covered under a separate Residential Market Recovery Agreement.

ARTICLE 3

Scope of Bargaining Unit and Work Jurisdiction

Section 1. This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of Painting and Wallcovering employees for the Employer. In addition, whether or not specifically referenced herein, this Agreement also applies to all employees performing any trade jurisdiction work identified and described in this Article.

Section 2. Within the meaning of this provision, the work of the Painting and Wallcovering employee will include, but not be limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, ceiling, lining, fibreglassing, E-glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of exterior insulating finishing systems; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences, buildings, structures, industrial, power, chemical and manufacturing plants, bridges, tanks, vats, pipes, stacks, light and high tension poles, parking lots, parking ramps, traffic, parking and air strip lines, trucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment, preparation and finishing of metals, mural and scenic painting, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping, finishing, and sanding; (3) All decorators, paperhangers, hard wood finishers, grainers, varnishers, enamellers and gilders; (4) Paperhangers' work shall be all material of whatever kind of quality applied to walls or ceilings with paste or adhesive; all tacking on of muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on; (5) All workers engaged in applying or removing paints, pigments, extenders, primers, binders, any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, oil paints, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-lock welding, alkyds, sheet rubber, and other linings, oils, varnishes, water colors, wallpaper, wall coverings, decorative textures on all surfaces, foams, seamless and tile-like coatings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior, and exterior walls and surfaces with liquid steam, sandblast, or any other process. etc.; (6) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching. All levels of finishing, taping/finishing, skim coating, pointing, caulking, high-pressure water, water blast, chemical, cleaning, and abrasive or other media blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam-cleaning, asbestos and lead abatement/removal; and (7) the inspection of all coatings and/or coating systems during their applications will be performed by the painter.

ARTICLE 4

Jurisdiction and Out of Area Jurisdiction

The Jurisdictional Area of this Agreement shall include all of Ramsey, Dakota, Washington, Chisago, Anoka, Carver, Hennepin, Isanti, Kanabec, McLeod, Scott and Wright Counties, and the part of Sherburne County south and east of a line drawn between the town of Santiago, located in Sherburne County, and the town of Clearwater, located in Wright County, the southern half of Pine County on a line east and west through Hinckley, Minnesota, and also the Wisconsin Counties of St. Croix and Pierce.

Section 1. The Contractor or the Employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

Section 2. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the IUPAT affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided, further, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and after exhaustion of those procedures, through the Courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and after exhaustion of those procedures, through the Courts.

ARTICLE 5

Union Security

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of

employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement, whichever is later.

Section 2. The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to employees covered by this Agreement immediately upon compliance with such conditions.

Section 3. In those instances where this Article may not be validly applied because of applicable law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring. In addition, the Employer party hereto agrees to provide the names and addresses of all employees hired by the Employer to the Union within five (5) days of their hire.

Section 4. The Employer will notify the union on the 8th day of employment of new hires not affiliated with a local District Council union. These employees will complete an orientation session with the union within the first thirty days of employment. The session shall not exceed an hour and one half, and time spent in this session is not compensable. The content of the orientation session and scheduling issues shall be addressed on a labor-management basis. This requirement is not to be construed as an attempt to establish a hiring hall or format with requirements similar to such.

ARTICLE 6

Dues and Administrative Fees Check-off Provision

Every Employer signatory to this Agreement hereby agrees to check off from the wages of all Employees covered by this Agreement, during the term of this Agreement, administrative dues for Painters and Allied Trades District Council No. 82 in the required amounts for each hour worked or paid for. Said sums shall be remitted to the Fund Administrator in the same manner and on the same forms provided for the payment of all fringe benefit funds. The Employer will be provided the appropriate provisions of the By-Laws upon request.

The Administrator of said Funds, upon receipt of said monies, shall remit the amount deducted by the Employers to the Painters and Allied Trades District Council No. 82. The obligations of the Employer under this section shall apply only to those Employees who have voluntarily signed authorization for dues check-off.

The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and regarding revocation of the authorization only during annual window periods, irrespective of the employee's membership in the Union. Notwithstanding other language in this Article, if the Employer mistakenly fails or ceases to withhold dues for an employee, the Employer shall not be liable for back dues unless and until the Employer is notified thereafter by the Union that dues should be withheld for the employee, and the Employer thereafter refuses to adhere to the provisions of the employee's voluntary dues check-off authorization. The Union

agrees to indemnify and save harmless the Company from any and all liabilities it may suffer as a result of agreeing to be bound by this Article, including court costs and reasonable attorneys' fees.

ARTICLE 7

Function of Management

Section 1. Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

Section 2. The Employer and the IUPAT recognize the necessity of promoting efficiency and agree that no Local rules, customs, or practices shall be permitted that limit production or manpower required to do the work, and that no limitations shall be placed on the amount of work that an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

ARTICLE 8

Efficiency of Operations

Since achieving greater efficiency in all aspects of the Employer's work is deemed appropriate and necessary, the District Council (or Local Union) shall encourage employees to perform their duties on behalf of the Employer and accomplish desired results in as efficient and productive a manner as possible. There shall be no restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restriction as to the use of labor-saving machinery or devices in any aspect of the work that may be assigned by the Employer. It shall be a violation of this agreement to establish a piece work system.

ARTICLE 9

Drug-Free and Alcohol-Free Workplace

Section 1. Individual Company Program. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy that complies with the Labor User Contractor (LUC) substance abuse program.

Section 2. Customer-Mandated Program. Each party agrees that it will comply with any lawful customer-mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program.

Section 3. Labor-Management Industry Program. The Union and the Employers agree to consider establishing a Substance Abuse Testing and Assistance Program (“Program”) that is administered on an industry basis. The parties agree to meet on a labor-management basis to formulate the terms of this program during the period of the agreement. If the program is formed, the funding of this program will be through a cent per hour contribution paid by Employers into a joint labor-management trust formed for the purpose of administering the program.

ARTICLE 10

Wages

Section 1. The total package increases for each year of this Agreement shall be \$2.00 effective May 6, 2019, \$2.00 effective May 4, 2020, and \$2.00 effective May 3, 2021. The Union shall have the discretion to allocate total package increases among hourly wages and fringe benefits on an annual basis. The hourly wage rates and fringe benefit allocations shall be set forth in Appendix A of this Agreement (Wage and Benefit Sheet). After allocating each annual increase to the total package among wages and fringe benefits the Union will issue a new Wage and Benefit Sheet for each year of this Agreement, and such Wage and Benefit Sheets shall be binding on the Employer and shall be incorporated by reference in this Agreement to the extent consistent with this Agreement.

Section 2. The Foreman rate of pay shall be \$1.00 per hour over the journeyman rate. Any Journeyman placed in charge of five (5) or more employees on any job, shall be the Foreman.

Section 3. The parties agree to adopt the following wage classifications to identify wages paid for work performed in the following markets:

- a. Employees performing Industrial Work shall be paid the Industrial Rates set forth in Appendix A. The journeyman base rate for Industrial Work shall be \$1.50 per hour over the Class A journeyman base rate. Industrial Work shall be defined as the coating or re-coating of structures and assemblies at oil refineries, manufacturing and production facilities, power generating facilities, water and waste treatment facilities, and grain handling facilities. Also included in the definition shall be work performed on roads, bridges, dams, and storage tanks. All abrasive blasting work shall be included in the Industrial Work classification. The Industrial Painting classification does not include new or maintenance/re-do work performed on or at office or residential class buildings that are associated with industrial sites.
- b. Maintenance rates may only be paid by the contractor if no more than three (3) trades (including the painting trade) work on a maintenance project or if the paint contractor has a direct contract with the owner or an owner’s representative of the building or structure for work on a maintenance project. A maintenance project is work on an

existing structure or building without any accompanying remodeling, tenant build outs, or new construction. The journey person base rate for maintenance work shall be \$1.75 per hour less than the Class A journey person base rate.

- c. Commercial Work shall be defined as any work that does not fall under the Industrial or Maintenance/Re-Do work classifications. The base rate for commercial work shall be the Class A or Class B journey person base rate, depending on the work performed as defined in Section 4 of this Article. The Class B journey person base rate is \$.75 over the Class A journey person base rate.
- d. Where the parties cannot agree on the proper application of these work classifications the issue shall be referred to the joint trade board as described in Article 12 of this Agreement.

Section 4. Classifications A and B for journeymen covered by this Agreement shall be defined as follows:

Classification "A"

Painter, brush

Paperhanger

Classification "B"

Painter, Spray, Sandblaster, work on Swingstage, Boatswain Chair

Window Jack, Safety Harness, Erected Structural Steel, Bridges

Application of epoxy materials, Materials containing over 50% creosote.

Section 5. Classification C (Organized Painter), as defined in Article 28, Section 2. From 0-1,000 hours worked the Organized Painter is compensated at 80% of the Journey person's base rate plus fringe benefits. From 1,001-2,000 hours worked the Organized painter is compensated at 85% of the Journey person's base rate plus fringe benefits.

Section 6. On a project where government prevailing wage and/or fringe benefit rates apply, the Employer will pay the greater of either the posted prevailing wage and fringe benefit package for the project or the applicable wage and fringe benefit package for the project set forth in this Agreement.

Section 7. When the Department of Labor or any other government agency, federal or state, conducts a wage survey for prevailing wage information, the Employer will provide all necessary and pertinent information, including, but not limited to, job listings, work hours, wages, fringe benefit amounts and contributions and any other information needed to complete the survey.

ARTICLE 11

No Strikes/No Lockouts

This Agreement shall not destroy the power of the Union to call a strike in any shop or any job for any justifiable reason after charges have been presented to the Joint Trade Board. Employers shall have the right to appeal to the Joint Trade Board.

ARTICLE 12

Dispute Resolution

Section 1. The Union and the Association shall maintain a Joint Trade Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary; to serve such terms as may be agreed upon by the Board, provided that one such officer is a Union appointee and one an Employer appointee.

Section 2. The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them or between employees covered by this Agreement and the Employer, concerning the interpretation or application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article. Any party to this Agreement may request a hearing of the matter in dispute by the Joint Trade Board and such Board shall thereupon proceed to hearing and decisions on such matter. The Joint Trade Board shall have the power to call any person, partnership, or corporation who was required to sign this Agreement before it to hear complaints made by either party to this Agreement. When disputes are heard by the Joint Trade Board, any member of the Union may be called to testify.

Section 3. The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages, and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

Section 4. All grievances, disputes, and matters of controversy arising under the provisions of this agreement shall be submitted to the Secretary in written form, with copy furnished to the opposing party within thirty (30) days of the violation or knowledge of violation. This does not include any claims made by the Union or audits conducted.

Section 5. The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

Section 6. No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.

Section 7. Decisions, awards, or orders of the Joint Trade Board shall be final and binding.

Section 8. In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as the representative of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.

Section 9. The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

Section 10. The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.

Section 11. If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). On receipt of such a list, the chairman and secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS. The decision of the arbitrator shall be final and binding.

Section 12. With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion: (a) terminate this Agreement by 48 hours written notice to such Employer, or (b) continue this Agreement in effect but not be bound or restricted by any "no strike" clause or similar obligation hereunder, and/or (c) resort to any legal recourse available to it, including a job action or strike.

Section 13. There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.

Section 14. Notwithstanding Sections 11 and 12, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be

enforced solely through administrative or judicial proceedings.

Section 15. The remedies and sanctions specified in Sections 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

ARTICLE 13

Apprentices

Section 1. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Finishing Trades Institute of the Upper Midwest (FTI-UM). The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated an "apprentice" under this provision shall be paid at the journeyman rate set forth in this Agreement.

Section 2. An Employer who is a party to this Agreement upon recommendation of and notice from the FTI-UM agrees to employ one (1) apprentice. Additional apprentices may be granted to any Employer upon proper application to and approval of the FTI-UM. At the discretion of the FTI-UM, an apprentice may be placed in a shop that has only one (1) journeyman. Thereafter, the ratio of apprentices to journeymen employed in one shop shall be no more than one (1) apprentice to three (3) journeymen. No apprentice may be kept employed in any shop that employs no journeymen. On State or Federal prevailing wage project sites in which the project-owner implements hiring goals the ratio of Apprentices to Journeymen at the project site may be one apprentice to one journeyman for the first apprentice and no more than one Apprentice to two Journeymen thereafter. This project site ratio shall not reduce the overall shop ratio of apprentices to journeymen set forth above.

Section 3. All apprentices are to be bound by a written contract of indenture for a term of three (3) years to the Employer and the FTI-UM, the terms of which indenture shall be prescribed by the FTI-UM, and shall require that the Employer provide reasonable continuous employment, defined by the FTI-UM, for the term of the indenture.

Section 4. No apprentice shall be permitted to work on any job, unless there is at least one journeyman employed at the same job, except in the final two (2) years of his/her apprenticeship.

Section 5. All indentured painter and taper apprentices shall attend the approved related training classes as prescribed by the FTI-UM, during the time of their indenture.

Section 6. Apprentices shall receive their journeyman's card only when they have completed the necessary hours of on the job training and have received their certificate of completion on their related training in school, both of which have been approved by the FTI-UM, and Employer of said apprentice shall be notified.

Section 7. For appropriate wage rates and fringe benefits, see Appendix A. Apprentices indentured on or after August 27, 2012 will only progress to the next wage increment and corresponding fringe benefit contributions by satisfactorily completing a semi-annual Apprentice

Advancement Review prior to attaining the next work hour threshold. This review will include assessments, Related Technical Instruction (RTI), and financial and union obligations as administered by the FTI-UM. The FTI-UM has the sole discretion to determine whether an apprentice satisfactorily completes his or her Apprentice Advancement Review.

The FTI-UM shall provide written notice to the Apprentice’s Employer, Fringe Benefit Fund Administrator and the Union upon an Apprentice progressing to the next wage increment and any increase shall be effective on the first payroll period after notice is received by the Employer.

Section 8. The Apprentice wage scale shall be as follows, as percentages of the appropriate journeyperson base rate:

0 – 2000 hours	50%
2001 – 4000 hours	65%
4001 – 5000 hours	80%
5001 – 6000 hours	90%

Fringe benefits for apprentices shall be as follows:

	<u>LOCAL UNION 386</u>	<u>LOCAL UNION 61</u>
Health & Welfare	Journeyman rate	Journeyman rate
DC 82 Pension	60% less \$1.00	60% less \$1.00
DC 82 DC Plan	60%	60%
IUPAT Pension	n/a	60%
Savings	Journeyman rate	Journeyman rate

ARTICLE 14

Pay Day - Notice to Union Employment

Section 1. Each Employer shall maintain a weekly pay day which shall not be later than 5:00 p.m. on Friday or later than the seventh day after the end of the Employer's weekly payroll period, at which time all Employees shall be paid in full for all work performed during the preceding work week.

Section 2. In the event that an Employee is laid-off, that Employee shall receive all pay at the next normal pay day after discharge. If such payment is not available to him or her in such time, the Employer shall pay, in addition to wages owed, the straight time rate for every work day hour after discharge until payment is made. If Employee fails to pick up pay, the Employer may discharge his/her responsibility by mailing the pay within the above time limit.

Section 3. The Employer shall furnish time cards to all Employees, who in turn shall record all time, regular and overtime, worked in each pay period. Time cards shall be turned in at the end of each pay period. Employers will not be held in violation of contract for late payment of wages if the employee fails to submit time cards by 8:00 a.m. the day following the end of the pay period. Time cards must be filled out in ink and signed by the Employee. Other approved time reporting systems will be acceptable. Employee’s name and/or Social Security number must be on the check

stub. Where time clocks are used, Employees may use the time clocks closest to his or her parking place. If discrepancies in the time reported are noted by either the Employer or the Employee, such discrepancies must be corrected before the end of the following pay period. Nothing contained here-in shall tend to prevent an Employee from receiving wages on time.

Section 4. On each pay day, the Employer shall deliver to the Employees a statement showing the amount withheld for Social Security, Federal Withholding Tax, State Withholding Tax, as well as the amount withheld for other fringe benefits where applicable. This wage statement (or check stub) shall also show the regular time hours worked, and the overtime hours worked.

ARTICLE 15

Breaks and Clean-Up Time

The following rules shall apply to employee breaks during regular and extended shift hours:

Section 1. A non-organized ten (10) minute break shall be allowed at mid-morning and a mandatory unpaid one-half (1/2) hour lunch break shall be taken at the approximate midpoint of the eight (8) hour shift and a non-organized ten (10) minute break shall be allowed at mid-afternoon on each shift. The ten (10) minute breaks are to be taken at the assigned place of work.

Section 2. In an effort to maintain productivity, safety, and hygiene on full-containment jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch break as provided in sub-section (a) above. When such circumstances exist, then fifteen (15) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional fifteen (15) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job-by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the employees a break closest to the midpoint of the work day.

Section 3. On projects scheduled for longer than ten (10) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first ten (10) hours worked.

Section 4. Clean-up Time. All employees shall be given sufficient personal clean-up time, on the clock, prior to lunch and immediately prior to quitting time. A minimum of five (5) minutes before lunch and a minimum of ten (10) minutes before quitting time shall be allowed as a standard under this Agreement. When appropriate in relation to conditions on a particular project, the Employer and the Union may agree to expand this personal clean-up time. Personal clean-up time shall be taken after cleaning and placing materials and equipment where they properly belong.

ARTICLE 16

Hours of Work – Holidays – Overtime

Section 1. Holidays. The following days shall be recognized as holidays; New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If New Year's

Day, Independence Day or Christmas Day falls on a Saturday, the Friday preceding shall be recognized as a holiday. If any of the above-named holidays fall on Sunday, then the following Monday shall be recognized as the holiday.

Section 2. Premium Pay: (a) Overtime shall be paid at the rate of one and one-half times the regular wage rate for all hours worked over eight (8) hours in any one day or forty (40) hours in any one week. Any eight (8) hours of work excluding one-half hour for lunch between 6:00 a.m. and 5:30 p.m. shall constitute a day's work. Forty (40) hours a week, Monday through Friday, both inclusive, shall constitute a week's work.

(b) By Mutual Agreement by Employer and Employee, the Employee may work ten (10) hours a day for four (4) consecutive days, Monday through Friday, at straight time. When the four (4) tens (10's) are worked, overtime shall be paid after ten (10) hours in any one day and/or forty (40) hours in any one week.

(c) All work performed on Saturday will be paid at one and one-half times the regular wage rate. Work performed Sundays and recognized holidays in this agreement shall be paid at two (2) times the regular wage rate.

(d) If the Employer directs employees to start after 9:00 a.m., the employees shall work seven (7) hours and shall be paid for eight (8) hours at their regular wage rate. Overtime at the rate of one and one-half times the regular rate shall be paid for all hours worked over seven (7) in one shift. Shift work shall be Monday through Friday only. Shift work shall also be voluntary and no employees shall be penalized for refusing shift work. No shift work premium is due to employees working on commercial maintenance projects.

Section 3. Time Worked Outside Normal Hours. Time worked outside normal working hours (after 5:30 p.m. and before 6:00 a.m.) shall be paid at time and one-half, unless OSHA, job site conditions, general contractors or owners prohibit work from being accomplished during the normal hours of work, or unless the employees are performing maintenance work. Overtime at the rate of one and one-half times the regular rate shall continue to be paid for all hours worked over eight (8) (or ten (10) if working 4 x 10's) in one shift.

Commercial Maintenance projects are defined as those in which there are three trades or less (including the painting trade) on the project or if the painting contractor has a direct contract with the owner or the owner's representative of the building or structure. A commercial maintenance project is also work on an existing structure or building without any accompanying remodeling, tenant build-outs or new construction. During the term of this Agreement the Association office will provide the Union with an annual written report in April of each year addressing whether the maintenance rate is effective at maintaining or increasing market share in the maintenance segment of the market.

Section 4. (a) Make-up Day and Time: In order to get a complete 40 hour week, if any Employee loses time during the regular work week, that Employee may choose to make up that time on Saturday or a workday up to 10 hours of the same week that time was lost and on same job at straight time pay. Total time, including make-up time on Saturday may not exceed forty (40)

hours. All other time must be paid at overtime rate. If a permit is not granted prior to the start of the make-up day, time and one half must be paid for such time worked.

(b) It is understood that employees will not be penalized for refusing to work the make-up day or hours.

ARTICLE 17

Reporting Pay

Section 1. When an Employee is told to report for work and then informed that there is no work for him/her, he/she shall be paid two (2) hours wages, excluding acts of God.

Section 2. Any Employee starting to work shall be guaranteed two (2) hours work or pay in lieu thereof, weather permitting.

ARTICLE 18

Travel Pay and Parking

Section 1. No travel or subsistence shall be paid for work performed on jobs inside a free zone, which is defined as fifty (50) miles from the center of Minneapolis/St. Paul or fifty (50) miles from an employee's home of record. When working fifty (50) miles to sixty-five (65) miles from the center, and at least fifty (50) miles, but not more than sixty-five (65) miles from their home of record they shall receive one-half hour traveling time each day.

Section 2. On work performed outside of the above-mentioned free zone/half hour zone, and more than sixty-five (65) miles from their home of record, the employee shall receive sixty (60) dollars per day plus one round-trip fare per project at the straight time rate of pay.

Section 3. If free parking is not available within three (3) blocks of any jobsite and the employee is required to pay for parking, the Employer shall reimburse the employee at the actual cost of parking not to exceed four dollars (\$4.00) per day beginning May 1, 2017 and increasing to six dollars (\$6.00) effective May 1, 2018. The employee shall provide the Employer with a receipt for any parking expenses incurred. No parking fee shall be paid when the Employer provides parking.

ARTICLE 19

Contributions to the International Union of Painters and Allied Trades Industry Pension Fund, the Finishing Trades Institute and the Finishing Industries Labor-Management Partnership

Section 1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Industry Pension Fund ("the International Pension Fund"), the Finishing Trades Institute ("FTI") and the Finishing Industries Labor-Management Partnership ("LMP"), for each employee covered by this Agreement as follows:

- (a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution as outlined in the Appendix to the International Pension Fund; to the FTI; and to the LMP. (Contributions must be made for each hour paid by the Employer, except that, when over-time rates apply, a contribution need be made for only the actual hour(s) worked.
- (b) Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement.
- (c) The payments to the Pension, FTI, and LMP Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.
- (d) The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Finishing Industries Labor-Management Partnership, the IUPAT Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.
- (e) The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the FTI, and the LMP such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust agreements.
- (f) The Union hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the FTI, and the LMP such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust

agreements.

- (g) The parties hereto further agree to be bound by all actions taken by the Trustees of the Pension Fund, the FTI, and the LMP pursuant to the said Agreements and Declarations of Trust.

Section 2. All contributions to the Funds described in section 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

Section 3. If an Employer fails to make contributions to any of the Funds described in section 1 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union and Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

Section 4. Each of the respective Funds described in section 1 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

ARTICLE 20

Contributions through Voluntary Deductions to the IUPAT-PAC-PC Fund

Every Employer signatory to this agreement hereby agrees to honor authorizations for check-off of political contributions from employees who are union members and who have executed an appropriate authorization form supplied by the Union. Said sums shall be remitted to the Fund Administrator in the same manner and using the same forms provided for the payment of fringe benefit funds. The Administrator of said Funds, upon receipt of the monies, shall remit the amount of deducted to the "Combined National Fund" as specified in the authorization form.

ARTICLE 21

Contributions to District Council 82 Health and Welfare, DC 82 Pension, DC 82 Defined Contribution Plan, FTI-UM and MPWEA

Section 1. For the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the District Council 82 Painting Industry Pension Plan

("DC 82 Pension"), the District Council 82 Defined Contribution Plan ("DC 82 Defined Contribution Plan"), the District Council No. 82 Health and Welfare Fund ("DC 82 Health and Welfare Fund"), the Finishing Trades Institute of the Upper Midwest ("FTI-UM"), and the Employers' Industry Fund ("MPWEA") for each employee covered by this Agreement, as follows:

- (a) For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution in the amount(s) set forth in this provision to each respective Fund: as outlined in the Appendix.
- (b) Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked.
- (c) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee or payable by the Employer in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement.
- (e) The payments to the DC 82 Pension, DC 82 Defined Contribution Plan, DC 82 Health and Welfare Fund, FTI-UM, and MPWEA required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) and each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time, as though it had actually signed the same.

Section 2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of each Trust Fund identified above, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

Section 3. All contributions shall be made as described in this Agreement and Appendix, and at such time and in such manner as the Trustees require; and the Trustees of each respective Fund may at any time conduct an audit in accordance with provisions set forth in the

Agreement and Declaration of Trust or other rules and regulations that may, from time to time, be adopted by the Trustees.

Section 4. If the Employer fails to make contributions to one or more, or any of these Funds covered by this Article within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause that may be provided or set forth elsewhere in this Agreement, and such provisions shall not apply in the event of a violation of this clause.

Section 5. Each said Fund and each benefit plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to said Fund as a deduction for income tax purposes.

Section 6. The employers will pay the amounts specified in this Agreement and Appendix per hour of payroll time into a fund to be distributed by the fringe fund administrator or the apprenticeship office.

Section 7. Each Employer's contribution shall be based on number of hours worked by those doing painting and decorating on the job as defined in this Agreement, by the employed members of the craft in the trade jurisdiction of the International Union of Painting and Decorating on the job as defined in this Agreement, and anyone else engaged in bargaining unit work as covered by this Agreement. Said contributions and payments to these funds shall not constitute nor be deemed to be wages due to the employee with respect to whose work such contributions and payments are made.

Section 8. Said contributions shall be accompanied by a form, or forms, provided the employer giving thereon such information as provided for in such forms.

Section 9. Both MPWEA members and nonmembers who are parties to this Agreement, acknowledge and recognize that MPWEA represents the sentiments and contentions of Management in the Painting and Decorating Industry in the State of Minnesota and in consideration of MPWEA continuing to promote the best interests of the industry benefiting both the members and nonmembers, both agree to contribute an amount per hour to the Industry Fund administered by MPWEA as outlined in the Appendix to this Agreement. During the term of this agreement, MPWEA may increase the amount of the contribution to the industry fund upon notification to the Union. This amount is a contractor contribution and shall not be deducted from the current package or increases of the employees.

Section 10.

- (a) **Finishing Trades Institute of the Upper Midwest.** It is also agreed by all of those who are such parties hereto, that an amount per hour, as outlined in the Appendix

to this Agreement shall be contributed by the Employer to be remitted to the Finishing Trades Institute of the Upper Midwest to be used in accordance with the Agreement and Trust. The hourly contribution to the FTI-UM shall be established and maintained at 1.1% of the total package for journeymen as outlined in Appendix A. Any increases necessary to maintain the 1.1% contribution rate shall be taken from the scheduled increase to the wage package on the relevant date.

- (b) **Health and Welfare Fund.** All Employers covered by this Agreement shall contribute to the DC 82 Health and Welfare Fund as outlined in Appendix A the sum for each hour worked by each Employee covered by this Agreement. The contributions of the Employer shall be used to purchase group insurance, such as life, hospitalization, accident and health, sick benefits and other forms of group insurance as the Trustees of said DC 82 Health and Welfare Fund may wish to provide for Employees and/or their dependents. The parties agree to request that the Health and Welfare Fund trustees review and consider a disability benefit for pregnancy leave.
- (c) **Pension Funds.** All Employers covered by this Agreement shall contribute to the appropriate pension funds as outlined in Appendix A, for each hour worked by each non apprentice Employee covered by this Agreement, and for each hour worked by each Apprentice Employee. The contributions of the Employer shall be used to provide retirement benefits for such eligible Employees. The pension funds under this Agreement include the International Union of Painters and Allied Trades Industry Pension Fund ("International Pension Fund"), the District Council 82 Painting Industry Pension Plan ("DC 82 Pension"), and the District Council 82 Defined Contribution Plan ("DC 82 Defined Contribution Plan"). Employers shall contribute to the DC 82 Pension and the DC 82 Defined Contribution Plan on behalf of employees represented by Local 386 as outlined in Appendix A. Employers shall contribute to the International Pension Fund, the DC 82 Pension, and the DC 82 Defined Contribution Plan on behalf of employees represented by Local 61 as outlined in Appendix A.
- (d) **Savings.** All Employers covered by this Agreement shall withhold and forward to the designated financial institution the appropriate contribution amount as outlined in Appendix A for each hour worked by each Employee covered by this Agreement. The Employer shall note the weekly amount, which is withheld for vacation allowances and voluntary savings on the check stub of the Employee. The contributions of Employers shall be used to provide vacation benefits and voluntary savings for and on behalf of Employees covered by the terms of this Collective Bargaining Agreement. No work-hour threshold shall exist for eligibility. The Employees covered under this Agreement, through an allocation vote, may change the per hour contribution amount being withheld. Employees shall be subject to the rules of the designated financial institution for withdrawal of their amounts.

Sick Pay - It is the mutual intent of the Employer and Union that the above provision (savings plan) is intended to satisfy any paid sick, safe time, or other

paid leave provision enacted by any local, state, or federal government, via law or ordinance which shall be enacted or is already enacted, or any such provision required by contract. This provision is intended as an express exemption from the City of Minneapolis Ordinance on Earned Sick Time and Paid Time Off, and all other City Ordinances, State Laws, or Federal Regulation regarding paid leave, where such exemptions are permitted. In the event that the contribution amount to the savings fund is deemed to not comply with the minimum amount set forth in any of these provisions the parties agree that upon request they will meet and confer to discuss a solution that will not increase the cost of the total wage package.

- (e) **Due Date For Reporting To Fringe Funds.** Payments to the DC 82 Health and Welfare, Savings, DC 82 Pension, DC 82 Defined Contribution Plan, FTI-UM, and Industry Funds for hours worked by Employees during any month are due and payable on the first day of the following month. The failure, refusal or neglect, whether willful or otherwise to make such payment to these Funds on or before the 15th day of the month in which the payment is due, shall subject the Employer to a penalty payment of 10% of the amount due the Trust Funds, in order to offset the expenses incurred by the Trust Funds on such delinquent accounts. If legal action is taken to recover the amounts due the Trust Funds, the delinquent Employer shall also be required to pay all court costs, including reasonable attorney and audit fees.
- (f) **Owner Operator.** A person performing bargaining unit work for a company owned in total or parts and/or controlled by the person, the person's spouse, or a member of the person's family, shall participate in the fringe benefit and industry funds by paying contributions at the applicable rate multiplied by 160 hours per month.

Section 11. In addition to the above described penalties, in the event an Employee of an Employer who has failed to make the payments due the DC 82 Health and Welfare and DC 82 Pension Fund shall make a claim hereunder, that Employer shall become primarily responsible for any claim for benefits arising to any of its Employees which would otherwise be due to such Employee and the payment of any or all such claims shall not operate to relieve such Employer from its liability to make the payments due the Trust Funds, including the penalty payment.

Section 12. In the event a dispute arises as to whether an Employer has made the payments required by these Agreements, the Board of Trustees shall have the right at any reasonable time to have a representative check the payroll, Social Security, withholding, unemployment, and Workers' Compensation payment records, 1099s and 941s and any other records deemed necessary, of such Employer to determine whether such Employer is in compliance with the terms and provisions of this Agreement.

Section 13. Upon written notification from the administrator of the Funds (after such action has been authorized by the majority of the trustees that the Employer is more than 30 days delinquent in any payment to the Trust Funds), the Union may, without any notice to the Local Joint Trade Board assembled and without any notice to subject Employer, take whatever economic action is

deems advisable; it being understood and agreed that the Employer's failure to pay the sum to the Trust Funds when due, constitutes a material breach of the Agreement, and that any action taken by the Union under such circumstances, shall not be a violation of this Agreement, and shall not be a subject of arbitration. Any payment, which is made by an Employer under protest, shall be without prejudice as to their right to contest the correctness of the amount due the Trust Funds.

Section 14. The Union may also, after having been authorized by a majority of the Trustees of the Fund or Funds, require any Employer who is delinquent in their payments to the Fund or Funds, to secure an appropriate agreement and performance bond in an amount determined by the Trustees, to insure such Employer's compliance with the payments due the Trust Funds. This bond shall be in addition to the one provided for under Article 31. Employers from outside the local jurisdiction will also be required to furnish a bond to insure payment of contributions to the Trust Funds.

Section 15. Upon majority recommendation of the Trustees of any existing Fringe Funds, the Union has the right and privilege to call upon any part of any deferred wage increase awarded in this Agreement, to add to any existing Fringe Benefit if it is deemed necessary. Such notice shall be served at least sixty (60) days prior to the effective date.

Section 16. Notwithstanding any other provision of this Agreement, the parties recognize that the following contributions have been made on behalf of the members of Local 61 to the IUPAT Industry Pension Plan for the purposes of the Funding Improvement Plan as follows:

Beginning May 1, 2016, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$2.55 (\$1.53 for apprentices) to the IUPAT Industry Pension Plan.

Beginning May 1, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$2.78 (\$1.67 for apprentices) to the IUPAT Industry Pension Plan.

Beginning May 1, 2018, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$3.05 (\$1.83 for apprentices) to the IUPAT Industry Pension Plan.

ARTICLE 22

Job Stewards

Section 1. Working job stewards may be designated on all jobs by the Union. The Employer shall furnish the Union with written reports upon request of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the employees employed. The Union may, at its option, appoint a working job steward on any job where its members are employed from among the employees on the job. The Union shall notify the Employer at that time of the identity of the Steward. The duties of the job stewards shall be as follows:

- (1) To see that the provisions of this Agreement are observed;
- (2) To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her;
- (3) To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the job site by any person who is not an IUPAT member;
- (4) To mentor fellow members concerning the importance of a professional and productive approach to work.

Section 2. The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. The job steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of steward and so long as he or she has the qualifications and ability to perform the available work. The job steward shall be the first person offered overtime, provided he/she has the qualifications and ability to perform the available work. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

Section 3. The Employer shall have seven (7) days from the first day of employment of any journeyman to pass on the individual's qualifications to perform the required services, and if the journeyman fails to fulfill the requirements, his/her dismissal shall not be deemed a discriminatory act.

Section 4. The duties of said steward insofar as the stewardship is concerned shall be to see that none of the provisions of this Agreement are violated by the Employer or any of the journeymen or Employees covered by this Agreement. The steward shall also endeavor to expeditiously and without work stoppage adjust all grievances which may be submitted to him/her by the Employer or any Employee on the job. The Employer shall not discriminate against the steward for carrying out the duties of his/her stewardship.

Section 5. The steward shall have the right to ascertain the standing of membership in the Union, of any Employee on the particular job. The steward shall not exercise his/her duties so as to interfere with the regular journeymen's occupation. It being understood that when the steward is endeavoring to settle a grievance or controversy arising under this Agreement, such endeavor and action on his/her part shall not be deemed an interference with the regular duties as a journeyman. The Employer shall have the right of direct appeal to the Local Joint Trade Board from any decision pertaining to the appointment of or any action of the steward.

ARTICLE 23

Picket Line Clause, Union Rights

Section 1. 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.

Section 2. Each Employer agrees to recognize and deal, in their shop at the reasonable hours of the day, with such representatives as the Union may elect or appoint. Each Employer further agrees to permit duly accredited representatives of the Union to visit the Employer's shop and office at any reasonable time during working hours for the purpose of inspecting lists of Employees, payroll records and time cards, 1099s and 941s, and any other record deemed necessary in order to determine whether the shop is being conducted in accordance with the Agreement.

Section 3. At all times, authorized representatives of the Union shall have the right to visit the jobs, but shall first contact whoever is in charge of the job. In the event that the person in charge is not available, said representatives shall leave their business card in the office before contacting employees. Said representatives shall not hinder or interfere with the progress of the job. It shall be the absolute obligation of the Union representative to adhere to all pertinent safety rules of the particular job.

ARTICLE 24

Preservation of Work

Section 1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered a dispute and processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this

Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, National Labor Relations Board) channels.

Section 3. The Employer party hereto shall not use any corporation or other operation device for the purpose of violating his/her obligations under this Agreement; it being expressed, understood and agreed that excepting for the purpose herein expressed, nothing herein contained shall preclude any Employer from lawfully participating or engaging in any joint venture, partnership or corporation business.

Section 4. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or the Joint Trust Funds.

ARTICLE 25

Subcontracting

Section 1. The Employer agrees not to subcontract out any work coming under the work jurisdiction of the painting and decorating industry as defined in the Scope of Agreement, to any subcontractor or other person unless that subcontractor is an Employer signatory to this Agreement or another Agreement with a Union affiliated with the Union of Painters and Allied Trades.

Section 2. Violations of this clause shall subject the Employer to monetary damages in an amount representing the difference between the wages and fringe benefits provided in this Agreement and those actually paid by the subcontractor. If the District Council informs the Employer that the subcontractor has a current contract with a Local or District Council, there shall be no liability under this clause.

ARTICLE 26

Safety, Working Tools and Uniforms

Section 1. The parties recognize that safety education is important to the industry. The Union and the Association agree to participate in a committee for the purpose of promoting safety education. The goal will be to encourage that all union members and contractors attend safety education on an annual basis. During the period of the Agreement, the parties will meet to confer on how to best promote participation in the program. If necessary, they will also examine methods of providing for funds to adequately achieve the best possible attendance at the education sessions. Each party acknowledges that this project is undertaken on a cooperative labor-management basis and is not subject to work stoppage on either side.

Section 2. Employers and journeymen are to care for and inspect all ladder, scaffolding and planks and other equipment used by them for the protection of their own safety and in the interest of the

Employer who provides and maintains the equipment. No journeyman shall be discharged or penalized for refusing to work on equipment that is not safe.

Section 3. Employees classified as painters shall furnish the following hand tools: claw hammer, nail set, screwdriver sets (a) straight (b) phillips, pliers, crescent wrench, putty knives, broad knives (2 sizes), duster, 12 foot tape measure, chalk line, razor blade scraper, draw scraper.

Section 4. Employees classified as Painters and Paperhangers shall furnish the above tools plus paper- hanger's hand tools.

Section 5. A white painter's or paperhanger's uniform must be worn by all Employees while on the job, and shall be required to appear neat and clean whenever possible.

Section 6. STAR Program. The parties to this Agreement have established a STAR (safety training awards recognition) program and have funded the program as set forth in the Appendix to this Agreement.

ARTICLE 27

Journeyman Upgrade Training

A program shall be offered by the Finishing Trades Institute of the Upper Midwest (FTI-UM) for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses in accordance with rules as adopted by the Labor Management Committee.

ARTICLE 28

Miscellaneous Terms and Conditions

Section 1. Discrimination Any Employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities. Neither the Employer nor the Union nor employees covered by this Agreement shall discriminate against any applicant for employment, or any employee because of race, age, national origin, religion, sex, disability as defined under applicable law, or any other basis as defined by applicable law.

Section 2. Organized Painter Classification "C" – Organized Painter. (The wage and benefit rates for this classification are set forth in Appendix A). Individuals new to the Unionized Painting Industry who have not graduated from an IUPAT-affiliated apprenticeship program and lack certain skills of the trade necessary to be journeymen, may provisionally be designated as an Organized Painter by an Employer or the Union. This provisional designation shall be effective for no longer than the first 90 days of employment or the first week after the Employer receives notice of the results of the proficiency exam administered by the FTI-UM, whichever occurs sooner. Within the first 90 days of employment, the FTI-UM shall administer a proficiency exam to determine whether a provisional designation shall be confirmed. Unless confirmed as an Organized Painter the Employer shall either release the employee from employment or pay the

employee the full journeyman wage.

Fifty hours of training must be completed within the first year of employment. Apprentice ratios apply. If at the end of one (1) year, the training has not been completed, the matter will be referred to the FTI-UM to determine the status of the organized painter. If the organized painter does not complete the required training as directed by the FTI-UM, the individual will either be upgraded to Journeyman status at the discretion of the union and the employer (if the painter is currently employed) or released from employment. All certificates of completion will be withheld until all related training has been completed.

Section 3. Entry Level Journeyman. This section applies only to employees hired into the entry level journeyman classification on or after May 1, 2013 and on or prior to April 30, 2016. Any remaining employees hired into this classification on or after May 1, 2013 and on or prior to April 30, 2016 will be moved to Journeyman status as of the effective date of this Agreement.

Section 4. Union Right to Verify Compliance of Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer for the purpose of assuring compliance with the provisions in this Agreement.

Section 5. Miscellaneous Provisions Relative to Work

- (a) No Employee shall work for any Employer who has failed, neglected, or refused to pay the wages, contributions, or other compensation provided for in this Agreement.
- (b) Employees shall not be furnished to any person or firm that does not maintain a regular painting department for a period of nine consecutive months in any calendar year.
- (c) Employees who are employed by an Employer cannot contract jobs or be employed by another contractor, person, firm, or corporation that has any connection with the painting and decorating trade at the same time, except with the permission of the Employer where the Employee is employed. Violation of this rule would subject the member to be tried and penalized by the Union.

If violation of the Agreement is committed by the Employer, then the Agreement shall be subject to cancellation. The Employer shall have the right to appeal to the Joint Trade Board.

Section 6. Contract Negotiations. Nothing herein contained shall restrict or prohibit the Union from their collective bargaining which may be legally required of them with other parties. However, if any other employer shall receive from this District Council more favorable conditions for work coming under the scope of this Agreement compared to those in this collective bargaining agreement, then this Agreement shall be deemed automatically amended to

include such modified and more favorable conditions.

Section 7. Transportation of Materials. Employees shall have the right to refuse to transport materials and equipment under any circumstances, and shall not be subject to penalty or dismissal for such refusal.

ARTICLE 29
Flexibility to Modify Agreement to Expand or Recover Work

The terms and provisions of this Agreement may be modified by the Business Manager/ Secretary Treasurer of the District Council, at his/her discretion, for the purpose of organizing, holding a job union, maintaining or entering a particular market segment, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidders signatory with the IUPAT.

ARTICLE 30
Liability Clause

The parties hereto agree that an act of a member of the Union shall not be binding on the Union unless such act is expressly authorized by said Union and that the Association shall not be liable for any action or failure to act on the part of any Employer.

ARTICLE 31
Bonding and Insurance

Section 1. Bonding. Any Employer signatory to this Agreement shall furnish an Employer's Contractual Bond or fund approved Escrow Account that guarantees the Employer's obligation to the Fringe Funds, and any other obligation of the Employer to the Employee, including wage and dues check off. The amount of the Bond or fund approved Escrow Account shall be in accordance with the number of Employees covered by this agreement as follows:

1 to 4 Employees	\$20,000 Bond
5 to 12 Employees	\$50,000 Bond
13 + Employees	\$100,000 Bond

- (a) A reasonable time to furnish such Bond or fund approved Escrow Account shall be allowed, but not to exceed five (5) days.
- (b) An Employer delinquent in Fund Payments for three consecutive months will be required to make weekly payments. Said Employer will be required to continue weekly payments until payments are and have been current for a period of three months.

- (c) The above contribution rates for the health and welfare, pension, apprenticeship training and savings funds shall apply only to secured Employers. Secured Employers are those Employers who have posted and maintained the surety bond, letter of credit or certificate of deposit required by this Agreement. In recognition of the increased risk and administrative costs sustained by the aforementioned funds whenever an Employer fails to obtain or maintain the requisite surety bond, letter of credit, or certificate of deposit, for any pay period during which an Employer fails to qualify as a secured Employer, the principal contributory rates per hour for any such employer to the health and welfare, pension, apprenticeship training, and savings funds shall be 10% or greater than the rates applicable to secured Employers, rounded up to the next cent. This additional 10% shall inure to the benefit of the funds generally and shall not be credited to the account of any particular participant. Any liquidated damages owed by an unsecured Employer for any pay period during which it was an unsecured Employer shall be computed based on higher principal rates applicable to unsecured Employers. Prior to being required to contribute at the rate applicable for unsecured Employers, the Employer shall be given ninety (90) days advance notice by the Trustees or their Representative(s).

- (d) It is intended, understood, and agreed that should any tribunal determine that the higher contributory rates applicable to unsecured Employers are for any reason unenforceable, then such unsecured Employers shall remain liable for contributions at the rates prescribed for secured Employers. Unsecured Employers shall remain liable for contributions at the rates prescribed for secured Employers.

Section 2. Insurance, Bonds, Taxes & Records. It is agreed that all Employers not otherwise required to pay contributions under the Minnesota Unemployment Compensation Act, and regardless of the number of Employees employed, shall voluntarily elect to become subject thereto and liable for the payment of contributions there under.

The Association shall furnish the Painters' Union with a complete roster of the Association and the unemployment insurance number, all other records for each member.

The Union shall furnish the Joint Trade Board within five (5) days after signing of all new contracts, the following information: Company name and address, principal owners of company and their addresses, insurance certificate, (proper) certificates of bond, unemployment number, (State) and principal place of business.

Employers agree, on

a volunteer basis to report to the Union within twenty-four hours, all new journeymen and apprentice employees, and all terminations, subject to the recommendations of the Joint Trade Board.

Section 3. Workers Compensation Insurance. The Employer agrees, upon execution of and throughout the term of this Agreement and any extensions thereof, to elect to be bound by the

provisions of all State and local Workers Compensation laws that are applicable to work performed by the Employer. The Employer further agrees to provide and furnish a Certificate of Insurance covering all liability and obligations under such laws to the Union and the Local Joint Trade Board. If local or state laws permit the establishment of an Alternative Dispute Resolution Workers' Compensation Program (ADR Program) and has lawfully created and/or established an ADR Program that will provide all required state and local workers' compensation benefits, the Employer may elect to participate in such ADR Program. Said ADR Program rules or regulations shall be submitted to the Union for review prior to implementation by the Employer.

ARTICLE 32
Fair Contracting Foundation
Labor-Management Cooperative Committee (LMCC)

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.

Each Employer shall contribute two cents (2¢) per compensated labor hour to the FCF Trust Fund and this funding shall be borne equally by the workers and employers, each contributing one cent (1¢) for each compensated labor hour. Each Employer shall forward payment monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed.

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.

ARTICLE 33
General Savings Clause

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other

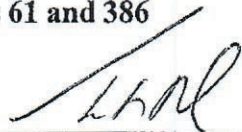
than those to which it has been restrained, as above set forth, then the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 34
Duration Clause

This Agreement shall be in full force and effect between the Minnesota Painting & Wallcovering Employers Association, all other signatories hereto and the Painters and Allied Trades District Council No. 82, from May 1, 2019, to and including April 30, 2022, and shall continue from year to year thereafter unless written notice of desire to change, cancel or terminate the Agreement is served by other party upon the other, not less than sixty (60) days and not more than ninety (90) days prior to April 30, 2022, or April 30th of any subsequent contract year.

The parties have executed this Agreement on the date written above in Article 34.

**International Union of Painters and
Allied Trades District Council 82,
Locals 61 and 386**



Terry Nelson

Business Manager-Secretary Treasurer

**Minnesota Painting and Wallcovering
Employers Association**



William Grimm

Executive Director

Agreement Between MPWEA and the IUPAT District Council #82 (Locals 61 and 386)

In the event the bonding requirements set forth in this Agreement are not met, this Agreement shall become binding personally and individually upon the undersigned Employer and each of the individual owners, partners and stockholders of the Employer for the full and faithful performance of all terms of this Contract. The undersigned signatories each certify that such signatories have authority to enter into this Agreement and to bind the persons and parties described in this paragraph.

In Witness whereof the parties have hereunto set their hands and seals this day of _____, 20__.

Name of Employer (PLEASE PRINT) Business Phone

Address of Company Shop.

Liability Insurance Company and Policy No.

Bond Company and Certificate No.

State Unemployment No.

Workers Compensation & Policy

City License No.

State Tax Number

Federal Tax No.

Is Employer a Sole Proprietorship _____ Partnership _____ or Corporation _____

If partnership, give names of partners; if corporation, give names of officers and state of incorporation,

President Partner

Name (print) Residence Phone

Vice-President Partner

Name (print) Residence Phone

Secretary-Treasurer Partner

Name (print) Residence Phone

DISTRICT COUNCIL 82

EMPLOYER

Signature _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

APPENDIX A

Appendix A consists of the Wage and Benefit Sheets issued by the Union allocating the agreed-upon total package increases each year under Article 10, Section 1 of this Agreement for employees represented by Local Union 61 and Local Union 386.