

PAIN*T AND DRYWALL *AGREEMENT

BETWEEN

**MINNESOTA PAINTING AND WALLCOVERING
EMPLOYERS ASSOCIATION**

**Acting for and on behalf of its Employers' Members
And all other Signatories to this Agreement**

AND

***PAIN*TERS & ALLIED TRADES
DISTRICT COUNCIL #82
PAIN**TERS LOCAL #681 - ROCHESTER, MN

AND THE

***INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
AFL - CIO, A PARTY HERETO, ON BEHALF OF ALL
EMPLOYEES COVERED BY THIS AGREEMENT***



**EFFECTIVE
MAY 1, 2017 TO APRIL 30, 2022**

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AGREEMENT

ARTICLE 1 Recognition

The Employer hereby recognizes IUPAT District Council 82 and Painters & Allied Trades Local #681 ("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, Journeyman, Apprentice, and Association

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 Addendums, and union dues as permitted under Article 5.

Section 2. Journeyman and Apprentice. The term "Journeyman" or "Apprentice" shall be defined as any employee covered by this Agreement engaged in performing work of the Painting and Decorating or the Drywall Finishing Trade. 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. Association. The union recognizes the Minnesota Painting and Wallcovering Employers Association (MPWEA) as a joint bargaining representative of the employers. MPWEA is not authorized to execute any agreement on behalf of any employer signatory to this agreement unless otherwise described in writing.

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 or Drywall Finishing 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, sealing, 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; **(7)** the inspection of all coatings and/or coating systems during their applications will be performed by the painter; **(8)**. The decorating of ceilings and walls, priming and painting and application of special coating of all surfaces of woods, metal, plaster, masonry, or concrete, including but not limited to frames, screens, building trim (wood or metal), pipes, radiators, pipe coverings, floors, and the hanging with adhesive of the trade, damp proofing, insulation and rust prevention materials and all wall construction, shall be done by employees in the bargaining unit covered by this agreement, and any other items not included in the above but part of this trade as designated by the MPWEA and

the International Union of Painters and Allied Trades, and all work covered under jurisdiction settlements.

Section 3. It is also mutually agreed that this Agreement covers all work within the work jurisdiction of the International Union of Painters and Allied Trades for Drywall Finishing and such work shall be assigned to members of the Union and its affiliated locals. The work to be performed under this Agreement shall be the work of the Drywall Finishers as established over the many years of operations and awarded by the International Union of Painters and Allied Trades and any and all work heretofore performed by the Painters and Allied Trades District Council 82, the classifications performing drywall finishing work are as follows:

- (1) Drywall Finishers, as used herein, means and includes persons who work at the occupation of taping, texturing and sanding.
- (2) Sanders shall be defined as Sanders.

ARTICLE 4

Jurisdiction and Out of Area Jurisdiction

The territorial jurisdiction of Painters and Allied Trades Local Union #681 is and shall include all of the following counties of Minnesota: Olmsted, Dodge, Wabasha, Goodhue, Mower, Fillmore, Houston, Winona, Rock, Pipestone, Lincoln, Nobles, Murray, Lyon, Jackson, Cottonwood, Redwood, Martin, Watonwan, Brown, Blue Earth, Nicollet, Renville, Yellow Medicine, Lac Qui Parle, Sibley, Le Sueur, Waseca, Rice, Steele, Freeborn, Faribault.

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 or on the date of execution of this Agreement, whichever is the later, 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 or the date of execution of this Agreement, whichever is later.

Section 2. 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 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 job 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 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 amount stated in the By-Laws for each hour worked or paid for. Said sums shall be remitted to the depository 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.

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 will adhere to the provisions in each employee's voluntary dues check-off authorization regarding annual renewal and revocation during annual window periods agreed to by the employee, 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 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. 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
Prevailing Rate Work

Section 1. 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 2. 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, man 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, or to meet the schedule of hours 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. When the union removes employees from the job pursuant to this section, the individual employer involved shall pay employees so removed an amount equivalent to one (1) days pay at the employee's regular straight time rate, for the inconvenience and time-loss occasioned by his conduct. 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 Joint Apprenticeship Committee 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 Joint Apprenticeship Committee agrees to employ one (1) apprentice. Additional apprentices may be granted to any Employer upon proper application to and approval of the Joint Apprenticeship Committee. At the discretion of the Joint Apprenticeship Committee, 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. Notwithstanding and irrespective of the right of the Joint Apprenticeship Committee to recommend and place an apprentice in a shop, the Employer agrees to a mandatory minimum of one (1) apprentice for each fifteen (15) journeymen employed. This requirement shall be enforced pursuant to the Joint Trade Board procedures of Article 12. The Union recognizes the need to educate its membership on the importance of on-the-job training for the continued excellence of the trade.

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 Joint Apprenticeship Committee, the terms of which indenture shall be prescribed by the Local Painters' and Drywall Finishers' Joint Apprenticeship Committee, and shall require that the Employer provide reasonable continuous employment, defined by the Local Painters' and Drywall Finishers' Joint Apprenticeship Committee, 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 Joint Apprenticeship Committee, 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 Joint Apprenticeship Committee, and Employer of said apprentice shall be notified.

Section 7. For appropriate wage rates and fringe benefits, see the Addendums.

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. of the seventh calendar 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. (a) Any eight (8) hours of work excluding 1/2 hour for lunch between 6:00AM and 5:30PM shall constitute a day's work. Forty (40) hours a week, Monday through Friday, both inclusive, shall constitute a week's work.

(b) 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, and 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. All time on regular working days after 5:30PM and before 6:00AM shall be paid at time and one half.

Section 2. The following days shall be recognized as holidays; New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If New Years 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 3. (a) Shift work on maintenance work for commercial and industrial jobs after regular working hours, week days only, Monday through Friday shall be as follows: The rate of pay for shift work shall be two dollars (\$2.00) over the applicable classification rate that applies for work that is being performed. Any work performed over eight (8) hours in any one day or forty hours in any one week shall be paid for at time and one-half (1 ½) the shift work rate of pay, unless a shift work schedule of 4x10s are worked pursuant to Section 4 of this Article, in which case the \$2.00 an hour premium shall be paid. All shift work hours over ten (10) in one day or forty (40) hours in one week shall be paid at the rate of one and one-half times (1½) the sum of \$2.00 plus the basic hourly rate of pay.

(b) When working on shift work schedule the Friday shift shall end by 6:00 a.m. on Saturday. Any shift after 6:00 a.m. on Saturday until 6:00 a.m. Monday shall be paid at the

appropriate over-time rate of the shift work rate of pay.

Section 4. It is understood that the contractor may work a specific crew (or crews) ten (10) hours per day beginning Monday through Thursday with Friday being the designated as the make-up day for the week upon mutual consent of employees and employer. All hours over 10 hours in any one day or over 40 hours in any one week will be paid at the rate of 1 1/2 times the basic hourly rate of pay. All work performed on Sundays or legal holidays will be paid at the double time rate. This Article shall not apply to projects where there are conflicts with Municipal, State or Federal laws.

It is further understood that the union will be notified when working on this plan, and said plan shall be scheduled for at least three (3) consecutive working days.

Also, it is further understood that no employee shall be penalized in any way for refusing to accept work under this plan.

Section 5. When OSHA, job site conditions, general contractors or owners prohibit work from being accomplished during the normal hours of work, than that work can be done at the basic wage rates Monday through Friday.

Section 6. No contractor, Superintendent or General Foreman shall work on any overtime work unless at least one Journeyperson is working with him/her. The Job Steward shall work on all overtime work.

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

No travel or subsistence shall be paid for work performed on jobs located inside a free zone which is defined at sixty (60) miles from the Rochester Labor Center and fifty (50) miles from an employee's home of record. When working sixty (60) to sixty-five (65) miles from the Labor Center, including the City of LaCrosse, WI, and more than fifty (50) miles from an employee's home of record, the employee shall receive \$20 subsistence pay per day. When working more than sixty-five (65) miles from the Labor Center, and more than fifty (50) miles from an employee's home of record, the employee shall receive \$40 subsistence pay per day. A gas card of equal or greater value to an employee satisfies the employer's travel or subsistence pay obligation. No travel or subsistence pay is required if the employer provides a company vehicle for the employee to drive from his or her home to the job site. When an employee is directed by the employer to stay overnight, the employer shall cover the cost of lodging. The distance from

the Rochester Labor Center shall be determined on a radius basis (“as the crow flies”). The distance from the employee’s house shall be determined by the shortest driving distance according to mapquest.com or an equivalent map service.

In summary, travel and subsistence shall be paid as follows:

-More than 60 and up to 65 miles from the Rochester Labor Center (including the city of LaCrosse, WI) **and** more than 50 miles from employee’s home of record = \$20 per day.

-More than 65 miles from Rochester Labor Center and more than 50 miles from employee’s home of record = \$40 per day.

ARTICLE 19

Contributions to the International Union of Painters and Allied Trades Industry Pension Fund, the District Council 82 Health and Welfare Fund, the Finishing Trades Institute of the Upper Midwest, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, , the Safety Training and Award Recognition Program, and the Minnesota Painting and Wallcovering Employers Association Industry Fund

Section 1. The employer agrees to make payments to the International Union of Painters and Allied Trades Industry Pension Fund (“the Pension Fund”), the District Council 82 Health and Welfare Fund (“DC82 Health and Welfare Fund”), the District Council 82 Defined Contribution Plan (“DC Plan”), the Finishing Trades Institute of the Upper Midwest (“FTI-UM”), the Finishing Trades Institute (“FTI”), the Painters and Allied Trades Labor Management Cooperation Initiative (“LMCI”), District Council 82 Vacation Fund and the Minnesota Painting and Wallcovering Employers Association Industry Fund (“MPWEA Industry Fund”), 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 Addendums.

(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 performing work covered by this agreement.

(e) The payments to the Fringe Funds 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/or 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.

(f) 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 Painters and Allied Trades Labor Management Cooperation Initiative, 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.

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. The Union 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 Union Trustees, together with their successors. The Union 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 4. All contributions shall be made as described in this Agreement and Addendums, 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 5. If the Employer fails to make contributions to one or more, or any of these Funds within twenty (20) days after the date required by the Trustees, the Union and the Trustees 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 6. 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 7. The employers will pay the amounts specified in this Agreement and Addendums, per hour of payroll time into a fund to be distributed by the fringe fund administrator or the apprenticeship office.

Section 8. Each Employer's contribution shall be based on number of hours paid to 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 9. Said contributions shall be accompanied by a form, or forms, provided the employer by the committee, giving thereon such information as provided for in such forms.

Section 10. The parties agree to contribute to the STAR fund the hourly contribution described in this Agreement and Addendums.

Section 11. 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 make contributions to the Industry Fund administered by MPWEA as described in this Agreement and Addendums. 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.

(a) **Finishing Trades Institute of the Upper Midwest.** It is also agreed by all of those who are such parties hereto, that the contributions described in this Agreement and Addendums will be remitted to the FTI-UM to be used in accordance with the Agreement and Trust. Effective no later than May 1, 2013, the contribution to the FTI-UM shall be established and maintained at 1.1% of the total package. 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 appropriate fund as outlined in the applicable Addendums, the sum for each hour for which each Employee covered by this Agreement receives pay. 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 Welfare Fund may wish to provide for Employees and/or their dependents.

(c) **Pension Fund.** All Employers covered by this Agreement shall contribute to the appropriate fund as outlined in the applicable Addendums, for each hour for which each non apprentice Employee covered by this Agreement receives pay, and for each hour for which each Apprentice Employee receives pay. The contributions of the Employer shall be used to provide retirement benefits for such eligible Employees, see the applicable Addendums.

(d) **Defined Contribution Plan.** All Employers covered by this Agreement shall contribute to the DC Plan as outlined in the applicable Addendums for each hour for which each Employee covered by this Agreement receives pay. Upon ratification of this Agreement the Union has discretion to determine and allocate an hourly contribution amount to the DC Plan, provided the amount of the contribution does not affect the total package of wages and benefits.

(e) **Due Date For Reporting To Fringe Funds.** Payments to all Fringe Funds for hours for which Employees receive pay 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 12. In addition to the above described penalties, in the event an Employee of an Employer who has failed to make the payments due any funds herein 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 his liability to make the payments due the Trust Funds, including the penalty payment.

Section 13. 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 the Trustees or their auditor deem necessary, of such Employer to determine whether such Employer is in compliance with the terms and provisions of this Agreement.

Section 14. 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, after notice to the Local Joint Trade Board assembled and without any notice to the Local Joint Trade Board assembled and without any notice to subject Employer, take whatever economic action it 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 15. 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 16. Notwithstanding any other provision of this Agreement, the parties agree to make contributions to the IUPAT Industry Pension Plan for painting work as follows:

Beginning May 1, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$8.16 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 \$8.39 to the IUPAT Industry Pension Plan.

Beginning May 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$8.62 to the IUPAT Industry Pension Plan.

Beginning May 1, 2020, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$8.85 to the IUPAT Industry Pension Plan.

Beginning May 1, 2021, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$9.08 to the IUPAT Industry Pension Plan.

Section 17. Notwithstanding any other provision of this Agreement, the parties agree to make contributions to the IUPAT Industry Pension Plan for drywall work as follows:

Beginning May 1, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$7.66 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 \$8.28 to the IUPAT Industry Pension Plan.

Beginning May 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$8.90 to the IUPAT Industry Pension Plan.

Beginning May 1, 2020, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$9.52 to the IUPAT Industry Pension Plan.

Beginning May 1, 2021, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$10.13 to the IUPAT Industry Pension Plan.

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 depository 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

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 22

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.

ARTICLE 23

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 24

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 sub-

contractor has a current contract with a Local or District Council, there shall be no liability under this clause.

ARTICLE 25

Successors

This agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the employer's business is, in whole or part, sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceedings, such business and operation shall give notice of the existence of the agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this agreement or any part thereof. Such notice shall be in writing with a copy to the union, at the time the seller, transferor, or lessor, executes a contract or transaction as herein described. The union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the employer fails to require the purchaser, transferee, or lessee to assume the obligations of the agreement, the employer (including partners thereof) shall be liable to the union, and to the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this agreement.

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. If required, name tags on shirts will be provided for by the Employer.

Section 5. Employees classified as Drywall Finishers shall furnish their own hand tools and stilts. Employer shall provide power tools, all automatic tools, bazooka boxes and pumps as required for the project. The Employer shall repair or replace electric drills.

Section 6. 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 7. The Employer must furnish approved devices and appliances for the protection of the health of the Spray Painter in accordance with the requirements of the Occupational Safety and Health Act of 1970. Any Employee and/or member has the right, without censorship, to refuse to do spray work.

ARTICLE 27

Journeyman Upgrade Training

A program shall be offered by the Finishing Trades Institute of the Upper Midwest Program 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 shall discriminate against any applicant for employment, or any employee because of race, age, national origin, disability, religion, sex, or any other basis prohibited by applicable law.

Section 2. Organized Painter See Addendums for wage/benefit rates. (Replaced by Entry Level Journeyman. Only applies to employees hired into this classification prior to May 1, 2014.) Thirty (30) hours of training must be completed within the 1st year of employment. If at the end of one (1) year, the training has not been completed, the individual will either be up-graded to Journeyman status or released from employment. All certificates of completion will be withheld until all related training has been completed.

Section 3. Entry Level Journeyman. 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 Entry Level Journeyman 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 Twin Cities Training Committee,

whichever occurs sooner.

Within the first 90 days of employment, the Twin Cities Training Committee shall administer a proficiency exam to determine whether a provisional designation shall be confirmed. Unless confirmed as an entry level journeyman the Employer shall either release the employee from employment, or the employer shall enroll the employee as an entry level apprentice or pay the employee the full journeyman wage.

For employees accepted as Entry Level Journeymen, in order to progress from the 80% to the 90% pay rate an employee must complete 2,000 hours of employment with signatory employers in the classification of Entry Level Journeyman PLUS 50 hours of required training as determined by the Twin Cities Training Committee. The 50 hours of training must be completed within the first year of employment, and if it is not completed the Entry Level Journeyman must appear before the Twin Cities Training Committee within three (3) months for appropriate corrective action, which may include placement in the Apprenticeship Program or removal from the Union. In order to progress from the 90% to the 100% pay rate, an employee must complete 4,000 hours PLUS pass a required proficiency exam administered by the Twin Cities Training Committee. The examination may include written and/or practical skills that test for the competency necessary to be a journeyman.

The Twin Cities Training Committee shall provide written notice to the Employer, the Fringe Benefit Fund Administrator, and the Union following the initial proficiency evaluation and wage progressions to 90% and 100%. Any employee who does not pass the proficiency exam shall remain at 90% until they pass it. Progression to the next wage increment shall be effective on the first payroll period after notice is received by the Employer from the Twin Cities Training Committee.

Entry level journeymen may be utilized at a ratio not to exceed one (1) entry level journeyman for every four (4) other employees (journeymen and/or apprentices). This provision notwithstanding, the Twin Cities Training Committee, upon evaluating the skills and abilities of any new employee/applicant may certify the individual as a full journeyman, notwithstanding whether the individual graduated from an IUPAT-affiliated Apprenticeship Program when it determines that the individual possesses substantially all skills of a trained journeyman. Employees/members who have achieved full journeyman status prior to the date of this Agreement shall be considered journeymen within the meaning of this provision and may not be paid the "entry level" journeyman rate. In addition, the Business Manager/Secretary Treasurer shall be empowered, in his/her discretion, to waive the ratios on an industry wide basis set forth herein and permit use of entry level journeymen based on manpower availability.

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.

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 more favorable conditions 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.

Section 8. Journeyperson Painters who are employed by a contractor 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 contractor where the employee is employed. Violation of this rule may subject the employee to be tried and penalized by the union. Additionally, charges may be brought through the Joint Trade Board and grievance procedure in this agreement whereby the penalty will be \$250 for the first violation and an additional \$250 for each repeat violation of this provision.

Section 9. Terms and Conditions Related to Drywall Finishing:

- (1) Spraying texture on ceilings only shall be allowed under the following conditions:
 - a. U.S. Gypsum or comparable material may be sprayed;
 - b. Applying of Tuff-Lite Matrex manufactured by Fuller Mastics Co. or of an equal material;
 - c. Applying cement type coating on concrete, i.e., Decar Cem-Vistro;
- (2) Taping Contractors to employ two (2) men/women or more before he/she may use the tools of the trade.
- (3) No premium pay to be paid when texturing;
- (4) Tapers may work overtime at the overtime rate of pay on 8-plexes and over;

- (5) Tapers under no conditions shall work piece work or square unit piece. All violators will be assessed liquidated damages not less than \$200.00 for each daily violation, if guilty of this violation. (no suspension of fine is allowed).
- (6) Drywall Finishing Contractors shall be allowed one (1) Drywall Sander per shop. His/her duties shall be drywall sanding only and shall not be permitted to work with the tools of a drywall finisher. Violation of this provision will subject the employee and contractor to charges and be penalized by the Union and/or the Local Joint Trade Board. The Drywall Sander rate shall be 75% of the Journey person Drywall Finishers base rate.
- (7) No taper will be discriminated against for refusing to work for the rate outside of Olmsted County.

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 (Local Union), 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. Each employer shall post with the union and have continuously in effect during the term of this agreement, a bond in the amount of \$5,000.00 to \$25,000.00 to be determined by the Joint Trade Board. All employers that become signatory to this labor agreement after May 1, 2005 shall post a bond in the amount of \$25,000 for a period of six (6) months after becoming signatory. If this employer promptly pays its fund contributions on a timely basis during this period, then the bond amount may then be adjusted to a level as determined by the Joint Trade Board within the range stated above. This bond to include materials after all liabilities to the employee is satisfied. Such bond shall indemnify workmen/women of the employer with respect to fringe benefit payments and other monies which may become owing under this agreement, including dues check-off and apprenticeship training funds. In specific cases the Joint Trade Board will have authority to require additional bond from any employer in the event said employer is delinquent in submitting the remittance forms as specified for his or her firm.

(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) Effective July 1, 1995 the above contribution rates for the welfare, pension, apprenticeship/journeyman and vacation 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, certificate of deposit, Effective September 1, 1995, 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 welfare, pension apprenticeship/journeyman and vacation 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)

Effective May 1, 2014 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, 2017, 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 one 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.

**International Union of Painters and
Allied Trades District Council 82,
Local 681**

Employer

**Scott Parker
Business Representative**

**Owner Name
Company Name**

Date

Date

**Terry Nelson, BMST
Painters District Council #82**

Date

PAINTING AND/OR DRYWALL CONTRACTOR

(Firm)

Phone (area code)

(Address)

Fax

(City, State, Zip)

Cell

(BY: Company Owner - President)

E-mail address

Addendum A – Painter Total Package Local 681

The total package of wages and benefits effective May 1, 2017 is described below:

Painters

| 5/1/2017 Painters | Base Rate | H & W | Ind. Prom | FCF | STAR | Pension | CPI | Total Wage Package | Ck off (deduct after tax) |
|--------------------------|------------------|------------------|------------------|------------|-------------|----------------|------------|---------------------------|----------------------------------|
| Painter | \$28.66 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$45.86 | \$1.76 |
| Foreman | \$29.66 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$46.86 | \$1.76 |
| Paperhanger | \$28.91 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$46.11 | \$1.76 |
| Steelman | \$28.91 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$46.11 | \$1.76 |
| Spray Paint | \$29.16 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$46.36 | \$1.76 |
| Sand Blasting | \$29.16 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$46.36 | \$1.76 |
| Stageman/Beltman | \$29.66 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$46.86 | \$1.76 |

Fair Contracting Foundation FCF: \$.01 paid by employer, \$.01 paid by employee from total wage package

Night shift premium \$2.00 per hour over applicable scale, in addition to the appropriate wage rates, \$.25 per hour for application of epoxy, creosote or all other highly toxic material whether applied by brush or roller. \$.50 & \$1.00 as stated above for premium pay.

Residential Painter

| 5/1/2017 Painters | Base Rate | HRA | Ind. Prom | FCF | STAR | Pension | CPI | Total Wage Package | Ck Off (deducted after tax) |
|--------------------------|------------------|------------|------------------|------------|-------------|----------------|------------|---------------------------|------------------------------------|
| Residential | \$14.53 | \$1.22 | \$0.00 | \$0.00 | \$0.10 | \$0.34 | \$.0 | \$16.19 | \$.72 |

Industry Promotion shall be calculated as follows:

\$.12 MN Painting & Wallcovering Employers Association (MPWEA)
 \$.50 Finishing Trades Institute – Upper Midwest (FTI-UM)
 \$.10 Finishing Trades Institute (FTI)
 \$.10 Labor Management Cooperation Initiative (LMCI)
 +\$.01 Fair Contracting Foundation (FCF)

Combined total \$.83

*The FTI-UM contribution rate is 1.1% of the total package.

Entry Level 1 Journeyman (those hired after May 1, 2014)

| Hours | Base | H & W | Ind. Prom | DC 82 FCF | STAR | Pension | CPI | Total Wage Package | Ck Off (deduct after tax) |
|------------------------|-------------|------------------|------------------|------------------|-------------|----------------|------------|---------------------------|----------------------------------|
| 0-2000 (80% Jrnymn) | \$22.93 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$40.13 | \$1.55 |
| 2001-4000 (90% Jrnymn) | \$25.79 | \$8.05 | \$0.83 | \$0.01 | \$0.10 | \$8.16 | \$0.05 | \$42.99 | \$1.65 |

See Article 28 for additional requirements for wage increases for Entry Level Journeyman.

*Night Shift Premium is \$2.00 over the applicable Scale

**In addition to the appropriate wage rates, Twenty-five (\$0.25) cents per hour shall be paid for the application of epoxy, creosote or all highly toxic material, whether it be applied by brush, roller or spray.

Utility Worker: 40% of Journeyman wages with no benefits. Utility Workers are not allowed to use any tools of the trade. (see classification section for work description)

Organized Painter: (For employees hired into this classification prior to May 1, 2014)

0- 500 - hours – 80% of Journeyperson
501-1,500 - hours – 85% of Journeyperson
30 hours of training, Apprentice ratio applies.

Addendum B – Classifications

FOREMAN: A Journeyman craftsman appointed to supervise a job with 5 or more men/women employed on said job.

PAPERHANGER: Is defined as employee who applies all types of wall covering and/or material.

STEELMAN: Is defined as employees who perform work on all structural steel, erected or unerected.

SAND BLASTING: Shall include all work performed by air, steam, abrasives, aggregate and/or sand blasting.

STAGEMAN AND BELTMAN: Is defined as employees who perform work in swing stages, window jacks, safety belts and above 24 feet.

DRYWALL FINISHER: Applies to the craft person who performs work involving material identified with but not limited to the drywall industry.

DRYWALL SANDER: Is defined as employees who sand drywall with poll sander or other devices and who are limited to this classification.

ORGANIZED PAINTER: (Replaced by Entry Level Journeyman. Only applies to employees hired into this classification prior to May 1, 2014). Thirty (30) hours of training must be completed within the 1st year of employment. If at the end of one (1) year, the training has not been completed, the individual will either be up-graded to Journeyman status or released from employment. All certificates of completion will be withheld until all related training has been completed.

ENTRY LEVEL JOURNEYPERSON: (Applies only to employees hired after May 1, 2014). Individuals new to the Unionized Painting Industry who are designated as entry level journeymen pursuant to Article 28, Section 3.

RESIDENTIAL RATE: Is defined as the erection of or remodeling of a structure, three stories or less in height, intended for exclusive use as a residence or residences or as an appurtenance to a residence or residences. The remodeling of any existing residential structure three stories or less in height shall also be deemed to be residential construction. If the residential rate gets deleted through the next contract negotiations, that rate will stay in effect for 6 months after the expiration date of the contract.

UTILITY WORKER: Will be paid 40% of journeyman wages with no benefits. No employer shall be permitted to employ more than one Utility Worker.

Commercial Work: Deliver material to job sites, clean airless, pick up trash, clean equipment.

Residential Work: Deliver material to job sites, clean airless, pick up trash, clean equipment, mask hang plastic.

Addendum C – Apprentices

Painter Apprentices wage rates:

| Percentage of Journeyworker’s Base Wage | |
|--|-----|
| 0 – 1000 hours | 50% |
| 1000 – 2000 hours | 55% |
| 2000 – 3000 hours | 60% |
| 3000 – 4000 hours | 70% |
| 4000 – 5000 hours | 80% |
| 5000 – 6000 hours | 90% |

Pension benefits shall be as follows:

| | |
|-------------------|--------|
| 0 – 2000 hours | \$2.64 |
| 2000 – 4000 hours | \$4.13 |
| 4000 – 6000 hours | \$5.82 |

Apprentices Indentured on or after May 1 2014

Painter Apprentices

| Hours | % | Base | H&W | FCF | Industry Promotion | STAR | CPI | Pension | Total Pkg | Ck Off (deduct after tax) |
|-----------|------|---------|--------|--------|--------------------|--------|--------|---------|-----------|---------------------------|
| 0-1000 | 50 * | \$14.33 | \$8.05 | \$0.01 | \$0.83 | \$0.10 | \$0.05 | \$2.64 | \$26.01 | \$1.06 |
| 1000-2000 | 55 | \$15.76 | \$8.05 | \$0.01 | \$0.83 | \$0.10 | \$0.05 | \$2.64 | \$27.44 | \$1.11 |
| 2000-3000 | 60* | \$17.20 | \$8.05 | \$0.01 | \$0.83 | \$0.10 | \$0.05 | \$4.13 | \$30.37 | \$1.21 |
| 3000-4000 | 70 | \$20.06 | \$8.05 | \$0.01 | \$0.83 | \$0.10 | \$0.05 | \$4.13 | \$33.23 | \$1.31 |
| 4000-5000 | 80* | \$22.93 | \$8.05 | \$0.01 | \$0.83 | \$0.10 | \$0.05 | \$5.82 | \$37.79 | \$1.47 |
| 5000-6000 | 90 | \$25.79 | \$8.05 | \$0.01 | \$0.83 | \$0.10 | \$0.05 | \$5.82 | \$40.65 | \$1.57 |

* 1st, 2nd, 3rd year apprentice.

Apprentices indentured on or after September 1, 2014 will only progress to the next wage increment set forth above 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 JATC. The JATC has the sole discretion to determine whether an Apprentice satisfactorily completes his or her Apprentice Advancement Review.

The Apprenticeship Committee 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.

Addendum D – Total Package Increases May 1, 2017/2018/2019/2020/2021

For Rochester Local #681 Painter wages, there will be the following per hour increases applied to wages and/or fringe benefits:

Effective May 1, 2017, \$1.75 One dollar seventy-five cents
Effective May 1, 2018, \$1.75 One dollar seventy-five cents
Effective May 1, 2019, \$1.75 One dollar seventy-five cents
Effective May 1, 2020, \$1.65 One dollar sixty-five cents
Effective May 1, 2021, \$1.65 One dollar sixty-five cents

The union has discretion to allocate total wage package increase to wages and fringe benefits subject to the FTI-UM contribution remaining at 1.1% of the total package of wages and benefits for the life of the Agreement.

Addendum E – Premium Pay and Commercial Rate Classifications

****Night Shift Premium is \$2.00 over the applicable Scale**

In addition to the appropriate wage rates, twenty-five (\$.25) cents per hour shall be paid for the application of epoxy, creosote or all other highly toxic material, whether it be applied by brush, roller or spray.

Commercial Rates:

In addition to the above, on commercial projects inside the corporate city limits of Rochester, Red Wing, Winona and Austin, the rate will be the commercial rate. On commercial projects from the corporate city limits of Rochester, to the corporate city limits of Redwing, Winona, and Austin, the rate will be the commercial rate on projects \$600,000 and over in volume, and 85% of the commercial rate on projects under \$600,000 in volume, including electrical and mechanical.

Addendum F – Drywall Finishers Local 681

The wage package effective May 1, 2017 for the Counties of Olmsted, Dodge, Wabasha, Goodhue, Mower, Fillmore, Houston, Winona, Rice, Steele and Freeborn are as follows:

Total package increases: May 1, 2017 - \$1.75; May 1, 2018 - \$1.75, May 1, 2019 - \$1.75, May 1, 2020 - \$1.65, May 1, 2021 - \$1.65. The union has discretion to allocate total wage package increase to wages and fringe benefits subject to the FTI-UM contribution remaining at 1.1% of the total package of wages and benefits for the life of the Agreement.

The breakdown for 5/1/2017: Total package increased \$1.75. Allocated as follows: \$0.00 base rate, H & W \$.10, FTI-UM \$.01, CPI \$.00, STAR \$.00, Pension \$1.14, Vacation \$.00, Annuity (DC Plan) \$.50, foreman pay increased \$.75. Check off dues are 3.5% of total package + \$.15 multiplied by all hours worked including overtime hours (not overtime rate).

Journeyman Drywall

| 5/1/2017 Drywall - Olmsted Surrounding Counties | Base | H&W | Ind Prom. | FCF | Pension | STAR | CPI | Annuity (DC Plan) | Total Wage Package | Vacation (deducted after tax) | Ck off (deducted after tax) |
|--|-------------|----------------|----------------------|------------|----------------|-------------|------------|------------------------------|-----------------------------------|--|--|
| Drywall Finisher | \$28.10 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$45.72 | \$1.25 | \$1.75 |
| Drywall Sander (75% Jrnymn) | \$21.08 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$38.70 | \$1.25 | \$1.50 |
| Foreman | \$29.10 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$46.72 | \$1.25 | \$1.75 |
| Residential Rate (55% Jrnymn rate) | \$15.46 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$33.08 | \$1.25 | \$1.31 |

Industry Promotion shall be calculated as follows:

| | |
|----------------|--|
| | \$0.02 MN Drywall and Plaster Association (MDPA) |
| | \$0.50 Finishing Trades Institute – Upper Midwest (FTI-UM) |
| | \$0.10 Finishing Trades Institute (FTI) |
| | \$0.10 Labor Management Cooperation Initiative (LMCI) |
| | <u>+\$0.01</u> Fair Contracting Foundation (FCF) |
| Combined total | \$0.73 |

*The FTI-UM contribution rate is 1.1% of the total package

*Night Shift Premium is \$2.00 over the applicable Scale

*Vacation: \$1.25 per hour withheld (after tax) from the employee's paycheck

* Check off 3.5% of total wage package +\$0.15 – withheld after taxes

**Drywall
Apprentices**

| Hours | % | Base | H&W | Ind. Prom | FCF | Pension | STAR | Annuity (DC Plan) | CPI | Total Pkg | Vacation (deducted after tax) | Check off (deducted after tax) |
|--------------|----|---------|--------|-----------|--------|---------|--------|-------------------|--------|-----------|-------------------------------|--------------------------------|
| 0-500 | 50 | \$14.05 | \$8.05 | \$0.73 | \$0.01 | \$3.42 | \$0.10 | \$0.50 | \$0.05 | \$26.91 | \$1.25 | \$1.09 |
| 500-1000 | 55 | \$15.46 | \$8.05 | \$0.73 | \$0.01 | \$3.42 | \$0.10 | \$0.50 | \$0.05 | \$28.32 | \$1.25 | \$1.14 |
| 1000-1500 | 60 | \$16.86 | \$8.05 | \$0.73 | \$0.01 | \$3.42 | \$0.10 | \$0.50 | \$0.05 | \$29.72 | \$1.25 | \$1.19 |
| 1500-2000 | 65 | \$18.27 | \$8.05 | \$0.73 | \$0.01 | \$3.42 | \$0.10 | \$0.50 | \$0.05 | \$31.13 | \$1.25 | \$1.24 |
| 2000-2500 ** | 70 | \$19.67 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.50 | \$0.05 | \$37.29 | \$1.25 | \$1.44 |
| 2500-3000 | 75 | \$21.08 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.50 | \$0.05 | \$38.70 | \$1.25 | \$1.49 |
| 3000-3500 | 80 | \$22.48 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.50 | \$0.05 | \$40.10 | \$1.25 | \$1.54 |
| 3500-4000 | 90 | \$25.29 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.50 | \$0.05 | \$42.91 | \$1.25 | \$1.64 |

With all new apprentices joining 4-1-2007 any new apprentice coming in will be paid pension at a rate of \$3.42 per hour from 0 – 2,000 hours, for all counties. Existing apprentices stay at the \$6.85 per hour contributing rate. Second year and after get full benefits.

The wage package effective May 1, 2017 for the Counties of Le Sueur, Rock, Pipestone, Lincoln, Nobles, Murray, Lyon, Jackson, Cottonwood, Redwood, Martin, Watonwan, Brown, Blue Earth, Nicolet, Renville, Yellow Medicine, Lac Qui Parle, Waseca, Faribault, Sibley

*Night Shift Premium is \$2.00 over the applicable Scale

| 5/1/2017 Drywall - Western Surrounding Counties | Base | H&W | Ind Prom. | FCF | Pension | STAR | CPI | Annuity (DC Plan) | Total Wage Package | Vacation (deducted after tax) | Chk off (deducted after tax) |
|---|---------|--------|-----------|--------|---------|--------|--------|-------------------|--------------------|-------------------------------|------------------------------|
| Drywall Finisher | \$27.71 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$45.33 | \$1.25 | \$1.74 |
| Drywall Sander (75% Jrnymn rate) | \$20.78 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$38.40 | \$1.25 | \$1.49 |
| Foreman | \$28.71 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$46.33 | \$1.25 | \$1.74 |
| Residential Rate (55% Jrnymn rate) | \$15.24 | \$8.05 | \$0.73 | \$0.01 | \$8.18 | \$0.10 | \$0.05 | \$0.50 | \$32.86 | \$1.25 | \$1.30 |