

**TWIN CITIES PLASTERERS  
APPRENTICESHIP STANDARDS**

Formulated by the

TWIN CITIES PLASTERERS JOINT APPRENTICESHIP COMMITTEE

Representing the

MINNESOTA DRYWALL & PLASTER ASSOCIATION

and the

TWIN CITIES PLASTERERS LOCAL 265

Registered with the

MINNESOTA APPRENTICESHIP BOARD  
DEPARTMENT OF LABOR AND INDUSTRY

In cooperation with

BUREAU OF APPRENTICESHIP AND TRAINING

U.S. Department of Labor

Objective

To bring about through cooperative effort of management and labor proper training of individuals in order that they might be well-rounded in all phases of the plasterer's trade and be equipped for profitable employment and good citizenship; to provide for a careful selection by a joint apprenticeship committee, of those who will be trained; and to make available to the public a higher standard of proficiency in the plasterer's trade.

References contained in these standards regarding gender shall be interpreted to mean both the female and the male gender.

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## **FORWARD**

It is recognized herein that the proper method of learning a skilled trade is through a well organized apprenticeship program which provides the following:

- Good practical trade practices in the shop and on the job.
- Essential related technical instruction recognized as applicable to the plastering industry.
- Adequate supervision during the term of apprenticeship.
- Opportunity for fullest employment available in the industry.
- Current data relating to the future apprenticeship demands of the plastering industry.
- Local, state and national respect for the quality of the graduating apprentice.

### **1. POLICY**

- A. It shall be the policy that all apprentices employed in the plastering industry shall be registered with the Board and governed by the terms and conditions of these standards and by the provisions of the Minnesota Voluntary Apprenticeship Law.
- B. The basic fair employment concept in terms of race, religion, sex or national origin shall be considered to be in effect in the entire program. Any reference to gender in these Standards is intended to apply to both male and female apprentices indentured under these standards.
- C. The provisions of the Minnesota Plan for Equal Employment Opportunity in Apprenticeship, as may be amended, shall apply to the sponsors named in these Standards of Apprenticeship.

### **2. PURPOSE OF THE PLAN**

- A. To provide uniform and organized training for the apprentice indentured to the Twin Cities Plasterers Joint Apprenticeship Committee.
- B. To list provisions, to define terminology, and to identify procedures and persons responsible for the effectiveness and administration of the plan.
- C. To raise the standard of the plasterer's craft through continuous study of procedures essential to maintaining the skills and knowledge required by the growth of the plastering industry in the State of Minnesota.

### **3. DEFINITIONS**

- A. The term "Apprentice" shall mean a person who is at least 17 years of age and has entered into a written agreement with the Committee, who has earned a high school diploma or a certificate of equivalency (GED), who is engaged in learning the plasterer's trade which provides for not less than 2000 work hours of reasonably continuous employment for such persons, and for his/her participation in an approved schedule of work processes or experience through employment

and for each of three years, the number of hours of related instruction the Committee deems necessary for that portion of the program, which in no case shall be less than 144 hours per year, as set out herein.

- B. The term “Apprenticeship Agreement” shall mean a written agreement between the Committee and the person employed as an Apprentice, which agreement shall be approved by the Board, and conform with the standard Minnesota Apprenticeship Agreement, presently Form L140001.-02.
- C. The term “Association” shall mean the Minnesota Drywall & Plaster Association, formerly the Minnesota Wall and Ceiling Contractors Association.
- D. The term “Board” shall mean the Apprenticeship Board, as authorized by Minn. Stat., §178.02.
- E. The term “Committee” shall mean the Twin Cities Plasterer’s Joint Apprenticeship Committee. The members of that Committee shall be the Trustees of the Twin City Plasterers Journeyman and Apprentice Training Fund and any other person appointed by the Committee and allowed by Minn. Stat., §178.05, subd. 2(d).
- F. The term “Director” shall mean a person appointed to this position under Minn. Stat., §178.03, subd. 2.
- G. The term “Employer” shall mean any employer who subscribes to the terms and conditions of these standards and is signatory to a collective bargaining agreement with the Twin Cities Plasterers, Local 265.
- H. The term “jurisdictional area” shall include the following counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, McLeod, Mille Lacs, parts of Pine, Ramsey, Scott, Sherburne, Sibley, Washington and Wright.
- I. The term “Standards of Apprenticeship” shall mean this entire document, including these definitions and as approved by the Board.
- J. The term “Trust” shall mean the Trust of Twin City Plasterers Journeyman and Apprentice Training Trust Fund and/or its successor.
- K. The term “Trust Agreement” shall mean the Declaration of Trust of Twin City Plasterers Journeyman and Apprentice Training Trust Fund, made and entered on June 1, 1992 and/or its successor.
- L. The term “Trustee” shall mean a Trustee of the Trust of Twin City Plasterers Journeyman and Apprentice Training Trust Fund, and/or its successor.
- M. The term “Union” shall mean the Twin Cities Plasterers Local 265.

**4. ORGANIZATION OF THE COMMITTEE**

- A. The Committee shall be composed of a minimum of four (4) members and a maximum of twelve (12) members, half of whom shall be from the Union, and half of whom shall be from the Association. Each group shall also be able to appoint an alternate or alternates.
- B. Members of the Committee shall be selected by the groups they represent and shall be Trustees. The terms of office shall also be determined by the groups they represent and these groups shall also have the power to remove and replace these Committee members.

**5. DUTIES OF COMMITTEE**

- A. The local committee shall determine the time and place of regular meetings or meet on call of the Chairperson who shall be required to issue each call upon request of any two (2) members of the Committee.
- B. The Committee shall establish such additional rules, regulations and policies governing its administrative procedures as are required and deemed necessary. The Committee shall use the Deadlock procedure located in Article V, section 14 of the Trust to break any tie vote of the Committee.
- C. The Committee shall appoint a qualified individual as an Apprenticeship Coordinator. The Apprenticeship Coordinator shall:
  - 1) assist the Committee in carrying out the provisions of the program,
  - 2) act as the Committee's representative, and
  - 3) maintain all records and documents necessary to the operation of the program including periodic evaluations.

Such duties shall not obligate the Apprenticeship Coordinator to the actual procurement of employment for the Apprentice, but only to use every effort to obtain such employment for them with the cooperation of the local Union and the Association. The Apprenticeship Coordinator in fulfilling the duties of the position shall not usurp any powers or responsibilities of the Committee.

- D. To determine the need for Apprentices, and the shop facilities available for acquiring the necessary experience on the job, by obtaining and analyzing all facts relative to this important matter in setting up and maintaining a satisfactory training program.
- E. To establish minimum standards of education in related subjects and experience for Apprentices.
- F. To place Apprentices under agreement in conformity with these standards.

- G. To determine quality and quantity of experience on the job which the Apprentice must have, and be responsible for providing it.
- H. To hear and adjust all complaints of violations of Apprenticeship Agreements, subject to appeal as provided in Minn. Stat., §178.09.
- I. To arrange tests for determining the Apprentice's progress in manipulative skills and technical knowledge, if deemed necessary.
- J. To maintain a record of each Apprentice, showing related training, work experience, and progress in the learning of the trade. These records will be maintained at the Committee's School.
- K. To conduct an examination of the Apprentice and upon the successful completion of all requirements, to recommend to the Board that they be awarded a Certificate of Completion of Apprenticeship.
- L. In order to provide diversity of training or work opportunities, the Committee shall have the full power to act on matters pertaining to transferring Apprentices from one job or shop to another. All transfers, and assignments for work pertaining to transfers, shall be issued by the Committee.
- M. The Committee may request any interested agency or organization to designate a representative to serve as a consultant on special problems related to the standards and apprenticeship training. Such consultants may participate at the request of the Committee, but shall have no vote.
- N. To require that Apprentices shall at all times work under the supervision of a qualified Journeyworker.
- O. To notify the Director in writing of all terminations, cancellations, or transfers of Apprenticeship Agreements. All terminations, cancellations, or transfers shall be approved by the Director.
- P. In general, to be responsible for the successful operation of the apprenticeship standards of the trade by performing the duties listed herein. By cooperating with public and private agencies which can be of assistance, by obtaining publicity in order to develop the support and interest of the public in apprenticeship, and by keeping in constant touch with all parties concerned.

**6. AFFIRMATIVE ACTION**

- A. The recruitment, selection, employment and training of Apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

B. Notification Procedures – Notification of apprenticeship opportunities shall be made at least thirty (30) days prior to the earliest date of application, or at least semi-annually if accepting applications on a year-round basis, in the following manner:

- 1) The Minnesota Department of Labor and Industry, Division of Voluntary Apprenticeship, shall be notified.
- 2) The B.A.T. office, the area L.E.A.P. offices and other necessary applicable agencies involved in female and minority recruitment shall be notified.
- 3) Newspaper and TV ads may be run according to the need, practicality and financial ability of the Committee.
- 4) The Committee members or other qualified representatives will participate in workshops for school and employment service counselors when invited.
- 5) Cooperate and counsel with school boards and vocational education systems concerning needs of the industry and how the transition from school to employment can best be accomplished.
- 6) Disseminate information within the industry to acquaint all involved with the goals of the program and effect cooperation.
- 7) Continue cooperation with L.E.A.P. type programs and also exert extra effort to inform minority applicants of the detailed procedures and how they should respond.
- 8) Inform local unions and the employers' associations of procedures and the needs so as to encourage special consideration for the disadvantaged.
- 9) All applicants will receive equal consideration for experience, related training, skills, etc.
- 10) Records of the selection process, including interviews for all applicants, must be retained by the Committee for not less than five (5) years.

C. Recruitment Resource Letter: As part of the sponsor's notification procedures, the sponsor shall disseminate a recruitment resource letter containing the following information:

“This letter is to notify you that the affirmative action policy of the Twin Cities Plasterers Apprenticeship Program is intended to provide equal opportunity to Apprentices and applicants of the Program. Our industry involves plastering work in the construction field. To apply to the Program, prospective applicants can arrange employment with a participating employer in our industry. The applicant will then be placed in the Program and registered with the Division of Apprenticeship, Minnesota Department of Labor and Industry. For more information, call (651) 291-2464. We certainly would be open to any assistance you may offer in helping us achieve the objectives of our affirmative action program.” (signed) Twin Cities Plasterers Apprenticeship Committee.

**7. QUALIFICATIONS AND SELECTION PROCEDURES**

Applicants for apprenticeship must be at least 17 years of age, must have earned a high school diploma or certificate of equivalency (GED), must be capable of comprehending and following the verbal and written instructions of program instructors (with or without reasonable accommodations), and must be physically qualified to perform the manual work of the trade (with or without reasonable accommodations). The recruitment, selection, employment and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and under the State of Minnesota Plan for Equal Opportunity in Apprenticeship selection procedure (4) alternative selection methods.

The Committee shall maintain a list of name and addresses of eligible contractors who are signatory to the current working agreement. All Apprentices shall be employed by an Employer who is making contributions to the training fund.

In order to assure effective training for existing Apprentices, it will be necessary to consider that their needs are met before entering new Apprentices into the system. Therefore, the following procedures as adopted by the Committee shall be adhered to by all participants to these standards:

- A. Each company liaison person must contact the Coordinator of Apprenticeship to determine eligibility before referring new applicants.
- B. Existing Apprentices that are available who can have their training needs met by the referring Employer shall have priority over new applicants.
- C. Referring Employer must be within the ratio of journeyworker to Apprentices.
- D. The Coordinator of Apprenticeship shall retain all records of each applicant for at least five (5) years.

If the Committee determines, in its discretion, that too many Apprentices are unemployed, the Committee may close the program to new applicants until employment is reasonably restored for existing Apprentices.

**8. TERM OF APPRENTICESHIP**

The term of apprenticeship shall not be less than 6500 hours of work experience and the applicable hours for the three years of related instruction shall not be less than 144 hours per year, unless the Committee has awarded credit.

Every Apprenticeship Agreement entered into under these standards shall contain a clause incorporating these standards as a part of said agreement, with the same effect as if expressly written therein. Every applicant shall be given an opportunity to read these



standards before signing the Apprenticeship Agreement. The following shall receive copies of the apprenticeship indenture agreement when properly approved.

- A. The Apprentice
- B. The Committee
- C. The Board
- D. The Employer
- E. The Veterans Administration (when applicable)

**9. PROBATIONARY PERIOD**

An Apprentice under these standards shall be subject to a tryout or probationary period of not more than 500 hours of employment and instruction extending over not more than four months. During the probationary period, either party can request termination of the Apprenticeship Agreement. The Committee shall then terminate the Apprenticeship Agreement and notify the Director in writing.

After such probationary period:

- A. The Committee can, with written notification to the Director, terminate the Apprenticeship Agreement for just cause.
- B. The parties by mutual agreement, with written notification to the Director, can terminate the Apprenticeship Agreement.
- C. The Director can terminate the Apprenticeship Agreement for good and sufficient reason, including violation of minimum standards.

Reports covering the probationary period shall be made by persons designated by the Committee.

**10. COMPLIANCE WITH APPRENTICESHIP STANDARDS**

These standards and the administrative rules promulgated thereunder are made a part of the Apprenticeship Agreement under "Additional Conditions and Requirements." The signing of the agreement therefore binds the parties concerned to compliance with them.

**11. RESPONSIBILITY OF THE APPRENTICE**

It is the policy of the Committee to require each Apprentice employed under these standards to be punctual and to be in attendant on the job as well as at all related instruction, and to endeavor to the best of their ability to perfect the required knowledge and skills of the plastering industry.

**12. WORK EXPERIENCE**

In order that the Apprentice may acquire the necessary skills of the trade, the Apprentice shall receive instruction and experience (as near as possible) in all branches or various

categories of the industry, including the preparation of such materials for assembly as is necessary to develop a practical skilled craftsman, versed in the theory and practices of the craft. Apprentices shall perform such duties in the shop and on the job as are commonly related to the industry. The Apprentice shall have the right to appear before the Committee regarding their progress in training. It shall be the duty of the Committee to make such adjustments as it deems necessary. This may necessitate the transfer of Apprentices from one Employer to another at the discretion of the Committee to better train the Apprentice. Credit may be awarded for previous experience as determined by the Committee in accordance with their policy and government regulations. If credit is awarded, the Apprentice shall be advanced in the graduated wage schedule accordingly.

### 13. SCHEDULE OF WORK PROCESSES

For Apprentices indentured after June 1, 2007:

A.	Plastering on Gypsum lath	200
B.	Exterior cement stucco plastering	1250
C.	E.F.I.S. (Exterior Finish Insulation Systems)	1250
D.	Plaster coves	100
E.	Taping wall board	200
F.	Plaster repair work	200
G.	Spray-on construction plastering and technical machine operation	800
H.	Plastering on masonry work, brick, tile, blocks, etc.	400
I.	Cement plastering, trowel or textured finishes	400
J.	Mixing materials and scaffold erection	200
K.	Ornamental plaster work and miscellaneous	300
L.	Acoustic plaster applied direct to steel and plaster bases	200
M.	Veneer plastering	1000
	<b>TOTAL HOURS</b>	<b>6500</b>

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B.	Exterior cement stucco plastering	1000
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F.	Plaster repair work	200
G.	Spray-on construction plastering and technical machine operation	800
H.	Plastering on masonry work, brick, tile, blocks, etc.	400
I.	Cement plastering, trowel or textured finishes	400
J.	Mixing materials and scaffold erection	200
K.	Ornamental plaster work and miscellaneous	300
L.	Acoustic plaster applied direct to steel and plaster bases	200
M.	Veneer plastering	1000
	<b>TOTAL HOURS</b>	<b>6000</b>

Training experience need not be in exact order as listed in the schedule. Eighty percent (80%) adherence to the schedule will be considered adequate, provided the full training term is accounted for.

Each Apprentice shall be issued a form on which to keep their own work hours. This form is very important as this is the official record with respect to work hours. The form is to be turned in monthly and is to be signed by the Employer, who shall then forward it to the record keeper.

**14. APPRENTICE WORKING HOURS**

Work hours and other general conditions of employment for Apprentices shall be the same as for journeyworkers. Under no circumstances shall an Apprentice (with or without permission of the Committee) be required to work overtime or out of town if it interferes with attendance of related training classes.

**15. APPRENTICE WAGE RATES**

- A. The rate of percentages of the journeyworker's wage rate will be paid according to the respective bargaining agreements between the unions and the Association (see Appendix).
- B. Should Apprentices be required to work overtime, they shall be paid in accordance with the collective bargaining agreement's overtime rate.
- C. Apprentices who receive credit for previous experience shall be paid, upon entrance, the wage rate of the period to which such credit advances them. Changes in the journeyworker's rate will be reflected in the Apprentice's hourly rate of pay. The Committee will notify the Board, in writing, when changes in the journeyworker's rate occurs.

**16. INSTRUCTION FOR APPRENTICES**

- A. Each Apprentice shall enroll in and attend related instruction classes.
- B. The Committee shall establish a three year program of related training instruction for Apprentices and institute that program at appropriate technical vocational institutes in the area or a school operated by the Committee.
- C. School records, such as attendance and related instruction grades, shall be made available to the Committee upon request.
- D. Required school time shall not be compensated for by the Employer, and shall not be considered as hours of work.
- E. A plasterer's three year related training instruction program will be completed by all Apprentices unless credit has been awarded by the Committee. This program will be supervised by the Committee. The Committee will determine the number

of hours required for each portion of the three year program, but in no case will the required hours be less than the 144 per year.

- F. Apprentices shall be required to attend classes for related instruction even if temporarily unemployed.
- G. Enforcement of School Attendance and Grades – In case of a failure on the part of any Apprentice to fulfill the obligation as to school attendance and grades according to the rules and regulations of the Committee, which are hereby adopted and incorporated by reference and attached hereto, the Committee may suspend or cancel the agreement, and the Employer hereby agrees to carry out the instructions of said Committee in this respect.
- H. Any Apprentice who does not satisfactorily complete, for any reason, any of the related training shall be required to take that phase over, and any related training hours that are accumulated in that phase shall be deducted as if the Apprentice had not attended said class. Being that the Apprentice's percentages or hourly rate of pay is determined by work hours and related training hours, this could affect the Apprentice's percentage of hourly rate of pay. Satisfactory completion shall be determined solely by the Committee.
- I. The Committee recommends that courses for plasterers Apprentices be limited to those who are actually indentured Apprentices to the plasterers trade in accordance with these standards, and to journeyworkers and plasterers who are members of the Union.
- J. The Employer shall designate a qualified individual as supervisor of Apprentices who shall:
  - 1) maintain an adequate record of progress in training each Apprentice,
  - 2) be responsible for assuring that the requirements of the applicable training program are met during the prescribed training term, and
  - 3) perform other duties as may be assigned by the Employer relative to the development and operation of an effective program of apprenticeship.

## 17. INSTRUCTORS

The Apprentice shall be supervised at related instruction by such staff as the Committee may approve.

The Committee shall select the person(s) who, in the Committee's opinion, are qualified to instruct the Apprentice classes.

The instructor(s) shall be a competent journeyworker in the trade with at least five (5) years of experience as an Apprentice and/or journeyworker, or as the Committee determines to be otherwise qualified. If required, the instructor shall also have completed the minimum required work hours of teacher training for evening school teaching, as determined by the State Supervisor of Teaching Training.

**18. PERIODIC EXAMINATIONS AND REVIEW**

An examination of the Apprentice's related training record and work hours record shall be held at such times as determined by the Committee. The Committee may also give examinations at such times as it deems necessary.

**19. RATIO OF APPRENTICES TO JOURNEYMEN**

The ratio of Apprentices to journeymen shall be in accordance with the collective bargaining agreement in effect between the Union and the Association.

Journeyworker:	1	Apprentice:	1
	4		2
	7		3
	10		4

The Union and Association may alter the ratio schedule cited above by amendment to the collective bargaining agreement. The revised ratio schedule shall be communicated to the contractors.

**20. GRANTING OF CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon the recommendation of the Committee that the Apprentice has completed their apprenticeship term, related training requirements, successfully passed all tests and has fulfilled all the terms and obligations of the agreement, the Board shall furnish each Apprentice with a Certificate of Completion of Apprenticeship.

**21. ADJUSTMENT OF DIFFERENCES**

Any disagreement between the parties hereto in relation to this agreement shall be referred to the Committee whose decision shall be final and conclusive unless an appeal is made to the Director.

In the event the employer representatives and the Union representatives of the Committee cannot mutually agree on the administration of the program, any matter in dispute shall be referred to the sponsoring parties for settlement, according to the provisions Article V, section 14 of the Trust for settlement of disputes.

**22. MODIFICATION OF STANDARDS AND ADMINISTRATIVE RULES**

Because of the rapid changes in the industry, these standards may require modification or revision from time to time by action of the Committee, subject to approval by the employer and employee organizations. Such modifications or revisions shall not alter Apprenticeship Agreements in effect at the time of change without the express consent of both parties to the agreement. The adoption of modifications or revisions by the Committee shall be submitted to the Director in writing for approval.

The Committee may withdraw from the program by submitting a written request to the approval agency. The approval agency may cancel the Standards of Apprenticeship for good and sufficient reason, including violation of these standards.

**23. OFFICIAL APPROVAL**

These standards shall be approved officially by formal action of the respective employer and employee organizations (sponsors) and the Board.

**24. SAVING CLAUSE**

If any provision of this agreement shall be declared invalid, either by official governmental authority or order or court decision, then such invalid provision shall have no force or effect. In lieu thereof, the Committee shall thereupon seek to adopt substitute provisions which are in compliance with applicable laws or regulations.

**25. SAFETY TRAINING**

The undersigned sponsor will provide safety training of at least fifty (50) hours annually for all Apprentices under this program in the following manner:

1. Basic first aid	10 hours
2. Housekeeping practices	10 hours
3. Safe practices with tools of trade	10 hours
4. Proper operation of machines and equipment	10 hours
5. Knowledge and understand of unsafe operations, conditions and acts	<u>10 hours</u>
<b>TOTAL</b>	<b>50 hours</b>

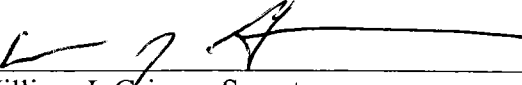
Training facilities and environment shall be maintained to assure a healthful working atmosphere.

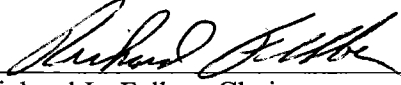
**COMMITTEE PERSONAL**

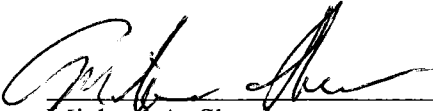
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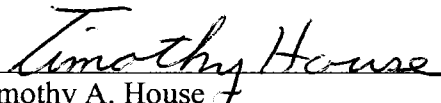
Minnesota Drywall & Plaster Association  
appointed

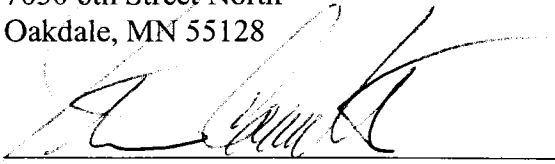
Twin Cities Plasterers Local 265 appointed

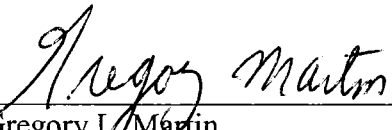
  
William J. Grimm, Secretary  
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Richard L. Felber, Chairman  
Twin Cities Plasterers Local 265  
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Timothy A. House  
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Elk River, MN 55330

  
Gregory L. Martin  
Olympic Wall Systems, Inc.  
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Minnetonka, MN 55305

**APPROVAL PAGE**

Approved by: MINNESOTA DRYWALL & PLASTER ASSOCIATION

  
\_\_\_\_\_  
William J. Grimm

\_\_\_\_\_  
It's Executive Director

4/12/10  
\_\_\_\_\_  
Date

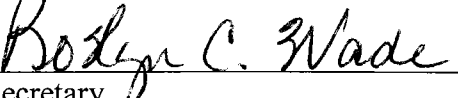
Approved by: TWIN CITIES PLASTERERS LOCAL #265

  
\_\_\_\_\_  
Timothy A. House

\_\_\_\_\_  
It's Business Manager

4/12/10  
\_\_\_\_\_  
Date

Approved by: MINNESOTA APPRENTICESHIP BOARD

  
\_\_\_\_\_  
Secretary

5/20/10  
\_\_\_\_\_  
Date  
5/19/10  
\_\_\_\_\_  
Effective Date