

WORKING AGREEMENT
Plasterers Local Union No. 265 and
Minnesota Drywall & Plaster Association

I

This Agreement is executed in triplicate and effective this 1st day of June, 2022 by and between Minnesota Drywall & Plaster Association on behalf of all Employers, jointly and severally, who have or may hereafter authorize the said Association, in writing, to negotiate and execute this Agreement, party of the first part, hereinafter called the Employers, and the Plasterers Union Local No. 265 of the Operative Plasterers and Cement Masons International Association, for and on behalf of its members, jointly and severally, and all those persons who hereafter may become members of said Union, party of the second part, hereinafter called the Employees. The Employer recognizes the Union as the exclusive majority representative of all employees covered by this Agreement between the Minnesota Drywall & Plaster Association and Plasterers Local #265 to which the Employer is signatory, pursuant to section 9 (a) of the Labor Management Relations Act. This Majority status has been established by the fact that the Union requested recognition as the majority representative, the Employer's recognition was based on the Union having shown, or offered to show, as evidentiary basis of its majority support. The Employees covered by this agreement shall include all Plasterers, both Journeypersons and apprentices, employed by the Employer.

II

This Agreement is made expressly for the benefit of the Employers and Employees individually and collectively, pursuant to and is to be construed according to the laws of the State of Minnesota.

If any provision of this Agreement is invalid under any laws, state or federal, it shall be modified to comply with the law of that state or the United States in so far as is necessary to bring it into compliance with such law or laws.

No action or law or in equity shall be brought by a person bound by this Agreement until they shall have first exhausted the remedies hereinafter provided.

III

The purpose of this Agreement is to obtain and maintain industrial peace by and between the parties hereto; to prevent waste and unavoidable delays and expense; and for the further purpose of and at all times securing for the Employer sufficient skilled workers; and so far as possible to provide for Labor continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon; that

stable conditions may prevail in building construction; that building costs may be as low as possible consistent with fair wages and conditions; to make uniform agreement between Employers of the City and County aforesaid, and the Employees and those persons who may hereafter become members of the Employees, governing the minimum wages, hours of labor and/or otherwise, excepting from the operation hereof all work furnished and performed by the parties hereto by the Federal, State and Municipal Government or subdivisions thereof, acting in their governmental capacity, provided always that the working rules of the Employees herein provided shall be in full force and effect for all work performed by members of the Employees.

IV

The Employer agrees to abide by the trade and territorial jurisdiction of the Plasterers Union Local No. 265 on all interior plastering, or related work thereto, including polystyrene bases, and the application, whether by hand or machine, of all such interior plastering materials and finishes.

Also all Portland Cement Exterior Stucco work, EIFS systems and related work, and the application of all materials and finishes thereof, whether applied by hand or machine, and the application of all sprayed on Fireproofing and sprayed on materials performed in the said Trade and Territorial Jurisdiction, as set forth in the Constitution of the Operative Plasterers and Cement Masons International Association, and working rules of Local Union No. 265, hereinafter set forth within this Agreement. This also includes panelized work capable of being done on the jobsite.

Said jurisdiction of said Union Local No. 265 covers the following counties in Minnesota: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, McCleod, Mille Lacs, Ramsey, Scott, Sherburne, Sibley, Washington, Wright, and part of Pine Counties, and any sovereign or foreign land surrounded by or adjacent to these counties.

V

In the interest of providing an opportunity of employment for all qualified Journeyperson Plasterers, while, at the same time, securing a fair distribution of employment for those Journeypersons who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, fifty percent (50%) of the Plasterers employed by the Employer, plus the odd person, if any, shall have been residents of the area covered by this Agreement for the six (6) months preceding employment. The remaining fifty percent (50%) of the work force may be residents of the area or non-residents, at the discretion of the Employer.

VI

Hours and Wages

- A. Work Day
Eight (8) hours shall constitute a day's work between the hours of 6:00 A.M. and 4:30 P.M., with a half an hour ($\frac{1}{2}$ hour) for lunch.
- B. By mutual agreement by Employer and employee, the employee may work ten (10) hours a day for any four (4) days, Monday through Friday, at straight time. When the four (4) tens (10's) are worked, overtime shall be paid after ten (10) hours in any one day and or forty (40) hours in any one week.
- C. Work Week
Forty (40) hours shall constitute a week's work, starting Monday at 6:00 A.M., or the approved starting time, and ending Friday at 4:30 P.M.
- D. Training Fund
The Employer shall contribute the amount specified on the wage sheet per hour worked to the Twin Cities Plasterers Apprenticeship Fund under a Trust Agreement. Job training and related training of all apprentices shall be under the control of the Joint Apprenticeship Committee which shall conduct its program in accordance with the declaration of trust and standards effective between the Association and the Union. The Joint Apprenticeship Committee shall determine the wage rate of apprentices and apprentices shall be registered with the State Apprenticeship Bureau.
- E. Foreman Pay
Foremen pay shall be: two dollars and fifty cents (\$2.50) per hour additional. This \$2.50 shall increase to two dollars and seventy-five cents (\$2.75) effective June 1, 2023.
- F. Holidays
New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be recognized as holidays. No work shall be permitted on Labor Day under any circumstances. If any of these holidays falls on a Saturday, the preceding Friday shall be observed as the holiday under this Agreement. If any of these holidays falls on a Sunday, then the following Monday shall be observed as the holiday under this Agreement.
- G. Overtime
Overtime shall be paid as follows: all work before 8:00 A.M., or the mutually agreed upon starting time, after eight (8) working hours, Monday through Friday, and all work on Saturdays shall be classified as overtime and paid for at the rate of time and

one-half (T-1/2) the base rate of pay including savings. Sundays and holidays shall be paid for at the rate of double (2T) the base rate of pay including savings and working dues, and shall be permitted only with the consent of both parties. No work shall be permitted on Labor Day under any circumstances.

Plasterers' Local 265 Regular Overtime Calculation for Journeyperson:

Example - Effective 5/30/22 - 5/31/23

Taxable Hourly Rate

\$38.06	Base Rate
\$4.00	Savings*
\$1.73	Working Dues*
\$43.79	Subtotal
<u>\$21.03</u>	+ half time ((Base Rate + Savings) / 2)
\$64.82	Total Taxable Hourly Rate

*Taxable Fringes (withheld from above total taxable hourly rate)

\$4.00	Savings
\$1.73	Working Dues
\$5.73	Total Taxable Fringes (per hour)

Nontaxable Fringes

\$13.00	Pension
\$9.97	Health and Welfare
\$0.46	Apprenticeship
\$0.44	Promotion Fund
<u>\$0.02</u>	FCF
\$23.89	Total Nontaxable Fringes (per hour)

\$88.71 Total Package (Taxable Hourly Rate + Nontaxable Fringes) for Regular Overtime.

Plasterers' Local 265 Sunday and Holiday Overtime Calculation for Journeyperson:

Example - Effective 5/30/22 - 5/31/23

Taxable Hourly Rate

\$38.06	
\$4.00	Savings*
\$1.73	Working Dues

\$43.79	Subtotal
<u>\$43.79</u>	+ Time
\$87.58	Total Taxable Fringes (per hour)
Nontaxable Fringes	
\$13.00	Pension
\$9.97	Health and Welfare
\$0.46	Apprenticeship
\$0.44	Promotion Fund
<u>\$0.02</u>	FCF
\$23.89	Total Nontaxable Fringes (per hour)
\$111.47	Total Package (Taxable Hourly Rate + Nontaxable Fringes) for Sunday and Holiday Overtime.

H. Payday

All employees must receive their weekly pay in full on Friday on or before the completion of the day's work. During continuous employment the Employer may hold back two (2) days' pay.

I. Show-up Pay:

When the employee is sent to a job by the Employer and not put to work without a valid reason, (beyond the control of the Employer) the Employee shall receive two (2) hours pay.

J. Paycheck:

Where employees have to wait beyond the time herein specified for their pay or when laid off, the Employer shall pay two (2) hours' pay of regular wages, and after one (1) hour of said waiting time the representatives of the Union shall be notified, who will prevent persons from working for said Employer until all wage claims are settled.

K. Shift and Night Work:

Work done on projects that constitutes remodel, repair or fireproofing may be done at night, Monday through Friday. A night shift may be scheduled at the option of the Employer, but when shift work is performed, the Union must be notified and work must continue for at least three consecutive working days. This night shift shall work seven (7) and receive eight (8) hours pay. The hourly rate for persons working the 12:00 midnight to 8:00 A.M. shift shall be time and one-half of the basic hourly rate of pay including vacation. Any time worked in excess of eight (8) hours on any night shift shall be paid at double the basic hourly rate of

pay including vacation. When OSHA, job site conditions, general contractors or owners prohibit work from being accomplished during the normal hours of work, then that work can be done at the basic wage rates.

- L. Nozzlesprayers will be paid one dollar (\$1.00) above the Journey person rate, or their current apprentice scale, for actual hours worked spraying fireproofing and insulation materials or plaster cement. One dollar (\$1.00) above scale for spraying fuzz type fireproofing.

- M. Parking:
Where free parking is not available within a three-block (3) radius of the job site, the Employer shall reimburse Employees to a maximum of ten dollars (\$10) when provided with receipt or other documentation by the Employee. The Employer has the option of providing parking or shuttle service in lieu of parking.

- N. Taping:
Employees who perform taping for at least two consecutive days shall be paid \$1.00 below the Journey person rate.

- O. Breaks:
The Employees are entitled to a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. If break time is not taken for any reason, it cannot be utilized in order to shorten the workday in any fashion, unless the employee and Employer so agree.

- P. Training:
Employees shall make themselves available for skills and safety training after work hours without compensation with the Employer providing for the expense of the training.

During the term of this agreement a labor-management meeting will be convened to implement a program of eight (8) hours of required annual refreshers/ upgrade training each year for Journey persons.

- Q. Apprentices:
The following Apprentice Wage Rate Formula applies to Apprentice's signed prior to June 1, 2019:

All apprentices will receive full savings, working dues, health & welfare, apprentice training, and promotion.

0—3500 hour apprentice will receive no pension

0—3500 hours base rate established by taking the Journeyperson base rate+ \$5.00
The \$5.00 came from the last \$5.00 of the total \$7.00 wage increase that was applied to the Journeyperson pension. That amount was added to the base rate. The apprentice gets a percentage of that total amount.

Any future monies applied to the Journeyperson pension will be added to the \$5.00 amount. (Changed to \$7.00 as of June 6, 2016; changed to \$7.55 on June 1, 2017; changed to \$8.35 June 1, 2018; changed to \$8.93 June 3, 2019; changed to \$9.66 June 1, 2020; changed to \$10.56 June 1, 2021; changed to \$11.00 June 1, 2022.)

3501—6500 hour base rate percentages will be calculated off the Journeyperson base rate.

3501—6500 pension amount will not change during this contract period.

PENSION AMOUNTS 3501-6500

3501—4500 hour pension will be \$6.00

4501—5500 hour pension will be \$7 .00

5501—6500 hour pension will be \$7.00

The following Apprentice Wage Rate Formula applies to Apprentices signed on or following June 1, 2019:

All apprentices will receive full savings, working dues, health & welfare, apprentice training, and promotion.

Apprentice rates of pay will be calculated based on the Journeyperson straight time rate of pay. Apprentice pension amounts are flat dollar amounts. Apprentice pay scale and pension contribution amounts are as follows:

<u>Period</u>	Number of Hours	<u>Rate</u>	Pension
Period 1	0 - 1500 hours	55%	\$2.50
Period 2	1501 – 2500 hours	65%	\$2.50
Period 3	2501 – 3500 hours	75%	\$2.50

Period 4	3501 – 4500 hours	85%	\$6.50
Period 5	4501 – 5500 hours	90%	\$9.00
Period 6	5501 – 6000 hours	95%	\$11.00

During the term of this Agreement, the contract may be re-opened for the express purpose of having a labor-management discussion and amendment changing how apprentices are compensated.

VII

The Employer agrees to carry Workers Compensation and Unemployment Compensation on all Employees and conform to all Federal and State laws pertaining to Social Security and Unemployment Compensation payments not in effect or which may be hereinafter enacted.

In case there is any complaint on the part of any Employee or Employees, or if there is good reason to believe that the Union wage scale of Unemployment Compensation Tax payments are not being paid, the Employer agrees that the payroll records of the Company may be opened to inspection by representatives of the Union to determine in such particular case whether the above requirements are being complied with.

VIII

- A. The Union shall have the right to select a Shop Steward from among the Employees on all jobs covered by this Agreement. It shall be the Shop Steward's duty to report any violations of the terms of this Agreement to the Union. The Shop Steward shall not be discriminated against for the performance of such duties.
- B. The President or Business Representative of the Union, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer, Steward, or Employees at work, but shall in no way interfere or hinder the progress of the work.
- C. No Employer shall be permitted to work with the tools of a Plasterer at any time on any fireproof or commercial construction. On all other construction only one (1) member of any firm or company shall be permitted to work with the tools, and then only providing he or she has at least one (1) Journeyperson Plasterer employed (Commercial work shall mean any structure housing more than two (2) units). On

residential work, Employers are entitled to the terms attached as an addendum to this agreement.

- D. All darbies, rods, feather edges, floating carpet, cork floats, stilts, mixing drills and companion equipment, face masks, when working with plaster shall be furnished by the Employer.
- E. All buildings must be closed from November 1st to April 1st.
- F. All mortar boards must be raised at least twelve (12) inches above the scaffold.
- G. All scaffolds must be built to comply with the requirements of Minnesota OSHA, however no Employee shall work from nailed on steel wall brackets, or on leanto jacks over seven (7) feet in height.
- H. Employees shall be allowed fifteen (15) minutes clean up time for tools used or in the Employee's care.
- I. No Employee shall work for an Employer in this Agreement, nor shall any Employer employ any Employee in violation of this Agreement.
- J. All work performed and materials furnished and installed shall be done in compliance with the applicable laws of the State of Minnesota and the Cities of Minneapolis and St. Paul, which are now in effect or may be hereafter enacted. All work shall be done in accordance with Industry Standards.
- J. The Employer shall not request or instruct any Employees except a watchperson to go through a picket line of a striking Union. It shall be the privilege of the Employees to participate in a sympathetic strike, if in the opinion of the Union it is deemed necessary.
- K. Spraying beyond the practical use of a three (3) foot nozzle, a suitable scaffold shall be provided to do the work from, or if a longer than three (3) foot nozzle is used from the floor, two (2) Plasterers shall be assigned to relieve each other in the handling and operation of the nozzle.
- L. If the Employer subcontracts work covered by the Agreement the subcontractor agrees to abide by the hours of work, conditions of work, wage rates and fringes set forth in this Agreement and also become signatory.

IX

The parties agree to submit all disputes arising under the agreement to the following dispute resolution procedure described below. The Joint Conference Board shall be appointed by the parties of this Agreement, and said Board shall consist of six (6) members. Three (3) members are to be appointed by each of the parties hereto. Each member shall serve upon the Board until a successor is appointed by the party appointing the member. The said Board shall have the power:

- A. To make rules and regulations for the conduct of its business, including provisions for the defraying of the expenses of the Board in the administration and enforcement of this Agreement.
- B. To apply the terms of this Agreement, to effectuate the purposes for which it was made.
- C. To promote the welfare of the Plastering Industry, good workmanship, and other important matters of mutual interest to the parties of this Agreement.
- D. To require Employers found to be in violation of the Agreement to deposit the payment in question with the Union for a period of up to one (1) year.

The following are the rules regarding Grievances, Disputes and Arbitration:

- 1. Any party to this agreement may request a hearing of the matter of the dispute or grievance by the Joint Conference Board and such Board shall proceed to meet no less than thirty (30) days after any written notice of a grievance to settle a dispute. A copy of the grievance shall be sent to the association in the event the grievance is filed against an Employer, and a copy shall be sent to the Union in the event a grievance is filed against a Union member. The grievance shall be in the form of a written statement of the claim and facts of the matter. Each grievance shall be deemed to be waived unless submitted for resolution within one (1) year after the event giving rise to the grievance initially occurs.
- 2. The Joint Conference Board has the authority 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 conducting of audits of employer records relevant to the dispute; to recommend amendments to or changes in the Agreement, but only upon request of both parties.

3. No Union representative shall sit as a Board member in any case involving themselves or their employee, directly or indirectly, including the Union representative presenting the grievance. And no employer representative shall sit as a Board member in any case involving himself or any of his employees, directly or indirectly, including the employer representative presenting the grievance.
4. The Joint Conference Board shall elect a Chairperson and a Secretary from the Board. The Board must be comprised of an equal number of representatives of labor and management; the minimum number of individuals on the Board must be no less than two (2) from each side. The duties of the Chairperson shall be to conduct all meetings of the Board. The duties of the Secretary shall be to keep a complete record of the minutes of meetings and correspondence, and shall notify board members of any special meeting called by the Union or Association. Also, the Secretary shall furnish each member with a legible copy of all minutes and correspondence.
5. The Joint Conference Board may meet in conjunction with other locals and/or trades to address similar grievances against the same employer.
6. Decisions, awards, or orders of the Board shall be final and binding. With respect to anyone that fails to comply with a final and binding decision issued at any level of this grievance procedure, in addition to enforcement through the NLRB or courts, economic action may be taken.
7. If the Joint Conference Board is unable to arrive at a mutually agreeable solution to a problem brought before it, an arbitrator shall be selected by and under the rules of the Federal Mediation and Conciliation Services (FMCS) or the Bureau of Mediation Services (BMS). The decision of the arbitrator shall be final and binding on the parties to the dispute. The arbitrator shall have no power to add, delete, or modify any provisions of this Agreement. Each party shall pay the fees and costs of its own representatives and witnesses. The cost and fees of the arbitrator shall be equally divided between the parties.

X

The Union agrees not to enter into an agreement with any individual Employer or group of Employers competing in the same type of work as covered by this Agreement, providing for the Employer or their Employees favorable wages, hours and conditions as

herein specified without extending the same wages, hours, and conditions to the signature of this Agreement.

XI

This Agreement covers the entire understanding between the parties hereto; no oral or written rule, regulation or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto.

XII

An obligation imposed upon and accepted by the Union, being properly of its own, is the furnishing at all times during the life of this contract of sufficient skilled workers, as far as possible, capable of performing the work of this trade, and to constantly endeavor to improve the ability of such workers, and further, to have in the making, through apprenticeship training, workers who can enter this trade properly equipped to perform the work.

XIII

That whenever there is a jurisdictional dispute between Unions, said Employer and said Union agree not to strike or lockout, but that the work will be continued pending the determination of said jurisdictional dispute by the recognized and duly authorized Labor Tribunal.

XIV

WAGE SCALE EFFECTIVE:

May 30, 2022

Wages	\$38.06
Savings/Dues	\$5.73
Total Taxable Wages	\$43.79
Health and Welfare	\$9.97
Pension	\$13.00
Apprentice Training	\$0.46
Industry Promotion	\$0.44
FCF	\$0.02
Total Fringes	\$23.89
Total Wages and Fringes	67.68

June 3, 2019 – Increase	\$2.11
June 1, 2020 – Increase	\$2.05
June 1, 2021 – Increase	\$2.05
June 1, 2022 – Increase	\$2.60
*June 1, 2023 – Increase	\$2.75
*June 1, 2024 – Increase	\$2.80

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

Swinging scaffold work shall be paid at the rate of one dollar (\$1.00) per hour in addition to the regular wage scale, on work above one (1) story in height.

All Employers who are bound by this agreement must provide a bond for at least the sum of ten thousand dollars (\$10,000) for up to six (6) employees or twenty thousand dollars (\$20,000) for seven (7) employees and over providing for the guarantee of the payment of all wages and fringes.

FRINGE COLLECTIONS

1. The due date for Employer contributions shall be the fifteenth (15th) day of the month following the month in which the contributions are earned by the Employee. A contribution shall be deemed timely if postmarked no later than the fifteenth (15th) day of the month in which it is due, unless it is actually received after the twenty-fifth (25th) day of the month.
2. If the contribution is not actually received in the office of the Plan Administrator within ten (10) days following the due date (e.g., the twenty-fifth (25th) day of the month in which the contribution is due) then:
 - a) Liquidated damages of ten percent (10%) of the delinquent amount shall be assessed against the delinquent Employer, and:
 - b) Interest at the rate specified in the Agreement and Declaration of Trust shall accrue from and after the date as specified in Paragraph I hereof.

3. If the contribution is not received by the fifth (5th) day of the month following the month in which it was due, the Plan Administrator shall issue a letter to the Employer demanding immediate payment of the delinquent amount, liquidated damages, and interest. The Plan Administrator shall further refer the matter to the appropriate representative of the Local Union having a collective bargaining agreement with the Employer. The Union representative shall make prompt inquiry of the Employer concerning the delinquency, demand immediate payment, and take action as deemed appropriate by the Union.
4. If the contribution is not received by the fifteenth (15th) day of the month following the month in which it was due, then the Plan Administrator shall refer the matter to Fund Counsel who shall commence action for payment. Such action shall include a claim for all amounts recoverable pursuant to ERISA Section 502 (g) (2).
5. If an Employer has failed to pay contributions by the twenty-fifth (25th) of the month following the month in which they were due on three or more occasions within any twelve (12) month period, the Trustees may invoke the provisions of the Agreement and Declaration of Trust requiring the deposit of an estimated amount of future contributions.
6. The Trustees may in their discretion authorize additional or substitute remedies or procedures in any particular case.
7. The parties authorize the trustees to adopt a delinquency policy which discourages or prohibits Employers from being allowed to avoid paying Liquidated damages by paying off a past due contribution month while yet becoming delinquent for a new month.

XV

Members shall work within a radius of 70 miles from the intersection of University Ave. and Emerald Street with no compensation for travel cost. Beyond the 70-mile radius and more than 70 miles from the employee's home of record, the Employer agrees to pay as follows:

The radius from the employee's home of record shall be measured by the shortest distance function of a computer-based calculation approved on a labor-management basis.

From 70 to 100 miles, thirty (\$30.00) per day shall be paid. This amount shall increase to forty dollars (\$40.00) on June 1, 2023. Over 100 miles, sixty-five (\$65.00) per day shall be paid. This amount shall increase to eighty dollars (\$80.00) on June 1, 2023. When employees are directed by their Employer to remain away from home overnight the

above amount shall be paid for each day so directed. Also, travel time once each way, on any jobs 100 miles and beyond from the KSTP Tower.

Where a zone line runs through any part of a City or Town, the next highest zone rate shall apply.

Pursuant to unemployment compensation regulations, refusal to travel outside the area of this Agreement shall not constitute grounds for challenge for a claim for unemployment compensation.

XVI

1. The wage increases set forth herein, or divisions thereof, may be applied to wages, set forth herein, or divisions thereof, may be applied to wages, savings, Health and Welfare, pensions, Industry Promotion and Apprenticeship Training, but no new fringe benefits shall be created except by mutual agreement, by and between the two parties.
2. Pursuant to Special Circular No. 19, issued by the Operative Plasterers and Cement Masons International Association, the following provision is inserted, as part of the within Amended Agreement:

It is stipulated and agreed by and between the parties to this Agreement, that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called "International Association") in approving this contract as to form and substance, the International Association, its officers and agents, shall not in any manner by becoming a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further stipulated and agreed that the approval of the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said contract is not in violation of the International constitution and bylaws and is approved as to form and substance for that purpose only and no other.

XVII

Worker's Compensation Program

The parties agree to consider entering into an Agreement and Declaration of Trust for the establishment of a Construction Crafts Worker's Compensation Fund (hereinafter

known as the "Fund") or to join a preexisting Fund to provide Workers Compensation benefits to eligible employees under this collective bargaining agreement.

If a Fund is established, the Fund will be administered by an equal number of Employer trustees and Union trustees, and will be funded from contributions from those Employers that participate in the program on behalf of employees covered by this collective bargaining agreement.

If a Fund is established, the operation of the Worker's Compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Fund. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the trustees, and the parties hereby designate as their representatives on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust. The parties hereto agree to be bound by the delinquency collection procedures established by the trustees of the Fund, as may be reviewed and revised from time to time.

If the parties hereto agree to join a preexisting Fund, the parties will abide the Agreement and Declaration of Trust of the established Fund, together with any amendments thereto and regulations established by the trustees of the existing Fund.

It is the purpose of the Worker's Compensation Trust Fund to provide employees who claim compensable personal injuries and occupational diseases occurring under Minnesota Worker's Compensation Laws, with benefits required by law. The amount of contribution to the fund shall be established by the trustees and may be reviewed and revised from time to time.

XVIII

Permit Helper

Upon permit by the Union, Employers may employ helpers to work within the jurisdiction of the Union. Employers must contact the Union to obtain a permit for an individual prior to the individual's employment. Union has complete discretion as to the number of permits granted and the period of time in which the permit is granted. If an Employer fails to obtain a permit, the individual shall be deemed a Journeyperson and the Employer will be obligated to pay the Journeyperson rate and fringes. No hawk and trowel work will be done by Permit Helpers.

The rate of pay for the Permit Helper is as follows:

Base Rate:	\$14.21
Working Dues:	\$0.65

Promotion/Ind:	\$0.44
App. Training:	<u>\$0.11</u>
Total Package:	\$15.41

XIX Journeyperson Improver

All Journeyperson Improvers must be registered with the Union prior to starting work. A Journeyperson Improver will start at 80% of the Journeyperson base rate and 100% of the health and welfare rate. After 500 hours a Journeyperson Improver will receive 80% of the Journeyperson pension rate. After 1,000 hours as a Journeyperson Improver the wage and pension rates will increase to 90% of the Journeyperson base rate. Journeyperson Improvers will become Journeyperson after 2,000 hours and will receive 100% of the Journeyperson fringe package, savings, and other contributions. This does not apply to previous Local 265 Journeypersons.

XX

Effective June 1, 2013, 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. Sec. 175a and Sec. 302(c)(9) of the Labor Management Relation 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 Employers 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 us to study and implement solutions to problems that impede fair competition and stunt economic development in the industry.

The Employer agrees to contribute every month, not later than the 15th day of the following month, hereinafter called the "Due Date", such sums for FCF as is designated in the wage schedule of this Agreement for each hour worked by all Employees covered by this Agreement. The FCF contributions are to be paid on one check along with the other fringe benefit contributions and submitted to the agent of the Funds as designated by the Trustees.

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.

XXI

It is the mutual intent of the Employer and Union that the wage package described in this Agreement, including but not limited to the savings plan contribution, shall satisfy any present or future city ordinance, and/or state or federal law or regulation that addresses paid sick time or other paid leave or time off. The Employer and the Union further agree that this paragraph is intended as an express exemption from any City of Minneapolis ordinance on earned sick time and paid time off, and an express exemption from any other city ordinance, and/or state or federal law or regulation. In the event that the employer is required to accrue or award paid sick time or other paid leave or time off under any city ordinance, and/or state or federal law or regulation, the Employer and the Union will meet and confer over such effects with the goal of reaching a mutually agreeable solution that is in the spirit of this paragraph.


XXII

That all provisions of this contract shall be in full force and effect from June 1, 2022 through May 31, 2025, upon signature by the two parties with the provision, however, that upon ninety (90) days notice by either party hereto prior to May 31, 2025, or any future annual expiration date, this Agreement may be opened for changes. The parties hereto also agree that this Agreement shall be automatically renewed in its entirety at this expiration date unless either party serves written notice of change, at least ninety (90) days prior to the expiration date.

Either party requesting above mentioned changes shall designate time and place when negotiations for such changes shall be held. Negotiations must commence within ten (10) days after such notification.


IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed and specified herein, the duly authorized officers and representatives of said Employer and said Union have hereunder fixed their signatures and seal this 15th day of JUNE, 2022, 2022.

MINNESOTA DRYWALL & PLASTER
ASSOCIATION

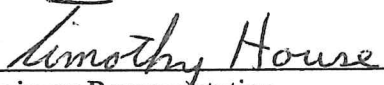


Executive Director

UNION PLASTERERS LOCAL
UNION NO. 265



President



Business Representative

Employer agrees to be bound by this agreement and any subsequent Agreements unless written notification is served pursuant to Article XVII stated above.

In the event the bonding requirements set forth in this Agreement are not met, this Agreement shall become binding personally and individually upon the undersigned Employer and each of the individual owners, partners, and stockholders of the Employer for the full and faithful performance of all terms of the contract.

Employer Address

Title Phone

Date

Residential Rider

A. "Residential Construction" shall be a structure designed for, or being used for, residential purposes, so long as a structure is six (6) individual units or less or no more than 24 individual units per bid.

B. On or before April 1 of each year of this Agreement, employees of each Employer shall vote to determine whether they desire to work under the overtime provisions of the Agreement (Article VI) or they may on Residential Construction projects choose to work in excess of 8 hours per day (but not more than 11) Monday through Friday without overtime pay if they have not worked more than 40 hours in that work week. Overtime will be paid after 40 hours worked and the Saturday and Sunday premium shall remain. A simple majority is needed to depart from the standard commercial language. This provision shall only apply to Residential Construction projects. There shall be no retaliation for declining voluntary overtime.

C. Employers may employ Pre-Apprentices on Residential Construction projects, who shall have no work restrictions. An Employer shall maintain a Company-wide ratio of 1 Journeyperson to 1 Apprentice to 2 Pre-Apprentices. Pre-Apprentices are limited to three (3) years in that classification or 6,000 hours, whichever occurs later. The Union shall grant Pre-Apprentices up to 2,000 hours toward Apprenticeship training. Throughout the term of the Agreement Pre-Apprentices' wages shall be a minimum of \$12.75 per hour (\$12.00 per hour; \$0.11 apprentice training; \$0.44 industry promotion; and \$0.20 working dues).

D. Upon permit by the Union, Employers may employ helpers to work within the jurisdiction of the Union. Employers must contact the Union to obtain a permit for an individual prior to the individual's employment. Union has complete discretion as to the number of permits granted and the period of time in which the permit is granted. If the employer fails to obtain a permit, or is found working on commercial project, the individual shall be deemed a Journeyperson and the Employer will be obligated to pay the Journeyperson's rate and fringes.

The rate of pay for the Permit Helper is as follows.

Base Rate:	\$20.00
Working Due:	\$0.65
Promotion/Ind:	\$0.44
App. Training:	\$0.17
Total Package:	\$21.26

E. If 80% or more of an Employer's annual revenues are derived from Residential Construction, the following grievance machinery applies. If the Union believes an Employer has violated this Agreement, it may file a grievance. All grievances must be received by the Employer, in writing, within 21 calendar days of the event, occurrence or omission giving rise to the grievance. Within 5 calendar days of filing, all grievances shall be adjusted by the duly authorized representative of an Employer and the Business Manager of the Union or a duly authorized representative. In the event that these two individuals are unable to adjust any matter, either party may refer the same to the American Arbitration Association for arbitration, in writing, within 10 working days after the grievance is filed, or jurisdiction shall be lost, the grievance deemed settled based upon an Employer's position, and not subject to arbitration.

When an issue has been submitted for arbitration, the parties agree that arbitrator shall be restricted to interpreting the express language of the Agreement and its application to the facts at issue, and is not empowered to change, add to, subtract from or disregard language of the Agreement under any circumstances or to determine any dispute arising or any grievance. The parties believe that the costs associated with arbitration (arbitral costs, room costs and transcript costs) should be proportionate to each party's success or failure in comparison to their position articulated to the arbitrator. Therefore, the arbitrator shall apportion said costs to each party consistent with each party's success or defeat in the merits.

F. Local 265 agrees to form a Labor Management Committee to establish performance guidelines for apprentice and Journeyman. The Employer is responsible to provide adequate training for these apprentices.