

AGREEMENT BETWEEN
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS
and
CARPENTRY CONTRACTORS ASSOCIATION
and
MINNESOTA DRYWALL AND PLASTER ASSOCIATION
INCLUDING FLOORCOVERING ADDENDUM
ALL WAGE AREAS
2019-2022
(Expires April 30, 2022)



TABLE OF CONTENTS

ARTICLE 1 – CONSIDERATIONS FOR AGREEMENT 1

ARTICLE 2 – DESIGNATION OF PARTIES 1

ARTICLE 3 - UNION RECOGNITION 2

ARTICLE 4 – SCOPE OF AGREEMENT AND TERRITORIAL JURISDICTION..... 2

ARTICLE 5 – UNION SECURITY 3

ARTICLE 6 – REFERRAL 4

ARTICLE 7 – GRIEVANCES, DISPUTES AND ARBITRATION 5

ARTICLE 8 - MANAGEMENT 6

ARTICLE 9 – SAFETY AND DIVERSITY IN THE WORKPLACE 6

ARTICLE 10 – PICKETS, BANNERS, STRIKES, LOCKOUTS, AND WORK INTERFERENCE 6

ARTICLE 11 – SUBCONTRACTOR CLAUSE 7

ARTICLE 12 – UNION REPRESENTATIVES AND STEWARDS 10

ARTICLE 13 – PAYROLL RECORDS 10

ARTICLE 14 – PAY DAY, WAGE PAYMENT AND CALL IN PAY 10

ARTICLE 15 – FRINGE BENEFITS 11

ARTICLE 16 – SAVINGS CLAUSE 16

ARTICLE 17 – DURATION DATES 16

ARTICLE 18 - WAGES 17

ARTICLE 19 – TRAVEL OUTSIDE DISTRICT – METRO AREA ONLY 21

ARTICLE 20 - PARKING 21

ARTICLE 21 – WORK BREAK 21

ARTICLE 22 - HOURS 21

ARTICLE 23 - TOOLS 23

ARTICLE 24 – TRAINING FUND, APPRENTICESHIP, AND PRE-APPRENTICES..... 23

ARTICLE 25 – WORK DUES 24

ARTICLE 26 – CCA/MDPA INDUSTRY FUNDS..... 25

ARTICLE 27 – LABOR MANAGEMENT..... 25

AGREEMENT AND SIGNATURE PAGES 28

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(Expires April 30, 2022)**

ARTICLE 1 – CONSIDERATIONS FOR AGREEMENT

In consideration of the mutual promises of the parties and their mutual purposes to establish, maintain and promote sound harmonious labor relations, this Agreement is made this 1st day of May 2019 by and between the Carpentry Contractors Association and the Minnesota Drywall and Plaster Association (formerly the Gypsum Drywall Contractors Association) on behalf of all contractors signatory to this Agreement, hereinafter known as the “CCA” and “MDPA” or “Employers” and the North Central States Regional Council of Carpenters, representing Carpenters and Pile Drivers, hereinafter known as the “Council”, for the purposes of establishing rates of pay, hours of employment and other terms and provisions concerning employment relations and collective bargaining, and represents the entire understanding between the aforesaid parties.

ARTICLE 2 – DESIGNATION OF PARTIES

The Carpentry Contractors Association (CCA) and Minnesota Drywall and Plaster Association (MDPA) are comprised of specialty contractors, general contractors and residential contractors; all of which employ union carpenters. The CCA and MDPA shall represent signatory contractors for all purposes regarding this Agreement. The North Central States Regional Council of Carpenters affiliated with the United Brotherhood of Carpenters & Joiners of America shall represent all Carpenters and Pile Drivers and their Apprentices for all purposes regarding this Agreement.

The Union recognizes the **Carpentry Contractors Association and the Minnesota Drywall and Plaster Association (collectively, the “Associations”)** as the bargaining agent for each Employer who has so authorized the Associations to bargain on its behalf for all work performed under this Agreement. The Associations agree to furnish to the Union a list of such Employers upon request. Upon such authorization, the Employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to the Agreement of which the Employer will receive a copy. Individual Employers who have not so authorized the Associations shall, by becoming party to this Agreement, also become part of said multi-employer bargaining unit, and said Employer authorizes Associations to negotiate successor agreements to this Agreement on its behalf. The Employer adopts all provisions of any successor agreements entered into between the Associations and the Union. The Employer may withdraw from the multi-employer bargaining unit only if the Employer submits written notice of its withdrawal to the Association and the Union in writing at least sixty (60) but not more than ninety (90) days prior to the date of this agreement or of any renewal date hereof. Notice to the Associations shall constitute notice to each and all members of the multi-employer bargaining unit. The CCA shall represent all Employers signatory to this Agreement unless the Employer has elected, in writing to be represented by the MDPA.

The Employers agree not to enter into any labor agreements covering construction work, exclusive of maintenance and repair shops, with their employees on whose behalf any of the Unions have granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement. If the Union enters into any Agreement, or modifies a term within an Agreement, with any individual Employer or group of Employers competing in the same type of work as defined in this Agreement, which provides for different wages, hours or conditions than as herein specified, the parties may open this Agreement for the express and exclusive purpose of negotiating those different wages, hours or concessions. The Union will provide the Association with copies of all Agreements entered into by the Union for the work jurisdiction described herein, including any modifications to an Agreement.

ARTICLE 3 - UNION RECOGNITION

The said Council is hereby voluntarily recognized hereunder by the Employers as the exclusive representative of said employees within said collective bargaining unit. Said Union so recognized hereby agrees that it and the International Union with which it is affiliated are qualified for recognition by the National Labor Relations Board in accordance with the Labor Management Relations Act (LMRA) of 1947, as amended.

ARTICLE 4 – SCOPE OF AGREEMENT AND TERRITORIAL JURISDICTION

This Agreement shall cover work traditionally performed by the Employers and assigned to employees under this Agreement or predecessor Agreements, anywhere within the geographical jurisdiction of this Agreement.

The employers recognize that the floor covering trade is part of the North Central States Regional Council of Carpenters’ craft jurisdiction. The Floor Covering Addendum is hereby recognized as part of this Agreement for purposes of subcontracting under Article 11.

This Agreement shall cover all the State of Minnesota south of the north lines of Traverse, Grant, Douglas, Todd, Morrison, Mille Lacs, Kanabec and Pine counties. It shall also include the following territory in Wisconsin east of the St. Croix River; Highway 70 to Grantsburg, Wisconsin, then Highway 87 to the intersection of Highway 48, then Highway 48 to the intersection of Highway 35, then Highway 35 to the intersection of Highway 8, then U.S. Highway 8 to the intersection of Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings. Any city or village located in this line in Wisconsin shall be in the jurisdiction of this Agreement.

There are wage packages within this contract, basically along county lines, however where cities or towns fall on county lines, the city limits are usually in more than one county. These cities or towns are referenced separately at the end of this Article under the heading “Cities or Towns on Boundary lines.”

METRO AREA (AREA A)

Metro Area shall consist of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, Pine, Ramsey, Scott, Sherburne, Washington and Wright counties, the city limits of Red Wing, Wacouta Township, Welch Township and extending 5 miles outward in Minnesota and the territory in Wisconsin described above in this article.

EXCEPTION: In Sherburne County, the portion extending 5 miles beyond the city limits of St. Cloud shall be in Wage Area C.

SOUTHEASTERN AREA (AREA B)

Southeastern Area shall consist of Olmsted, Goodhue (See Area A for the City of Red Wing), Wabasha, Dodge, Winona, Fillmore and Houston counties.

CENTRAL AREA (AREA C)

Central Area consists of Benton, Blue Earth, Faribault, Freeborn, Le Sueur, McLeod, Meeker, Mille Lacs, Morrison, Mower, Nicollet, Rice, Sibley, Stearns, Steele, Waseca Counties and the portion extending 5 miles beyond the city limits of St. Cloud in Sherburne County.

WESTERN AREA (AREA D)

Western Area consists of Big Stone, Brown, Chippewa, Cottonwood, Douglas, Grant, Jackson, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, Martin, Murray, Noble, Pipestone, Pope, Redwood, Renville, Rock, Stevens, Swift, Todd, Traverse, Watonwan, and Yellow Medicine Counties.

CITIES OR TOWNS ON BOUNDARY LINES

Each city or town listed below falls on or adjacent to boundary lines, where there would normally be a wage rate difference. There will be one wage rate as shown below for each city or town, which will extend 5 miles beyond the city limits or town boundary:

Belle Plaine	Metro Area	(Carver, Scott & Sibley counties)
Princeton	Metro Area	(Sherburne & Mille Lacs counties)
Red Wing	Wage Area A	(Goodhue & Dakota counties)
Cannon Falls	Southeastern Area	(Goodhue & Dakota counties)
Clearwater	Central Area	(Sherburne, Wright & Stearns counties)
Brooten	Central Area	(Sherburne, Stearns & Benton counties)
St. Cloud	Central Area	(Stearns, Benton & Sherburne counties)
Motley	Central Area	(Todd, Morrison & Cass counties)
New Prague	Central Area	(Scott, Le Sueur & Rice counties)
Northfield	Central Area	(Rice and Dakota counties)
Hazelwood	Central Area	(Rice & Dakota counties)

ARTICLE 5 – UNION SECURITY

Each of the Unions recognized under Article 3 of this Agreement shall be entitled to union security, to the extent that each employee in the collective bargaining unit represented by such union shall be required to become and remain a member of such union in good standing as a condition of employment from and after the eighth (8th) day after the latest of the following events. “In good standing”, for the purposes of this Agreement is defined to mean the payment of a standard

initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

1. The beginning of employment with such employer
2. The effective date of this Agreement

The Employer shall dismiss each employee who fails to comply with this Union Security provision, provided that:

1. The employee was requested to join the Union by an authorized representative of the Union; and
2. Such dismissal shall not be required until a responsible representative of the Employer on the job has been furnished a written notification by an authorized representative of the Union so to do.

The written notification shall state:

(Name of Employee) began employment more than eight (8) days prior to the date below. More than eight (8) days have elapsed since this employee began employment. This employee was requested to join the Union by an authorized representative of the Union. This employee has refused to tender to the Union the current dues and initiation fees uniformly required of members of the Union. Under the provisions of Article 5, we demand that this employee be discharged from your employ.

Authorized Signature _____

Union _____

Date _____

ARTICLE 6 – REFERRAL

The Union and employers agree to this referral article in order to efficiently dispatch and utilize labor based on the skills and experience needed by the Employers. The Employers reserve the right to refuse any referral. This is not an exclusive hiring hall. Employers may hire past employees.

- A. The Employer shall notify the Union of opportunities for employment, and shall provide the Union the opportunity to refer qualified applicants.
- B. The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer.
- C. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, or national origin.
- D. The Union agrees to furnish qualified journeypersons, apprentices, and pre-apprentices on a non-discriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays, and Holiday, after notice by the Employer.
- E. If the Union fails to furnish qualified journeypersons, apprentices, and pre-apprentices as required, the Employer may draw from whatever sources are available to meet the requirements at the time.

- F. Contractors have freedom of movement of employees covered by this Agreement throughout the geographical area of this Agreement.
- G. An employee referred shall be paid not less than the applicable rate in the area to which the employee has been referred for work.

ARTICLE 7 – GRIEVANCES, DISPUTES AND ARBITRATION

- A. There shall be established a Joint Trade Board, which shall have charge of the enforcement and interpretation of the working agreement, as well as duties specifically mentioned herein.
- B. Each grievance shall be deemed to be waived unless submitted in writing to the parties for resolution within ten (10) days after the event giving rise to the grievance occurs. A copy thereof shall be sent to the Association. The parties to a dispute shall endeavor to resolve the dispute prior to a meeting of the Joint Trade Board. If the parties are unable to resolve the dispute, the Joint Trade Board shall meet to settle the dispute. They shall meet no less than thirty (30) days after any written notice of a grievance to settle a dispute. The parties to a dispute shall be notified no less than 14 calendar days prior to a meeting of the Board. The parties to a dispute may mutually agree to waive any or all of the deadlines contained in this paragraph.
- C. The Union and the Employers shall elect or appoint three (3) members each, and such members shall serve until their successors have been appointed. The Joint Trade Board shall elect a Chairperson and a Secretary from the committee. The duties of the Chairperson shall be to conduct all meetings of the committee. 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 and/or contractors. The Secretary shall furnish each member with a legible copy of all minutes and correspondence. The Board may unanimously agree to appoint a third-party Facilitator to carry out the note taking or meeting-chair duties of either or both of the officers under the direction of the Board. The Facilitator may be present in board deliberations but shall have no voting power on issues that come before the Board. The Facilitator is subject to removal at any time by any member of the Joint Trade Board.
- D. Decisions or orders of the Joint Trade Board shall be signed by the Chairperson or Secretary and distributed to the parties to the dispute. Such decisions and orders shall be final and binding.
- H. If the Joint Trade Board is unable to arrive at a mutually agreeable solution to a problem brought before it, or otherwise unanimously agrees, it may select a neutral arbitrator to hear the case and issue a decision, which shall be final and binding on all parties involved. The neutral arbitrator shall be selected by the Joint Trade Board. In the event the Joint Trade Board is unable to agree on a neutral arbitrator within ten (10) days, the arbitrator shall be selected by and under the rules of the Federal Mediation Service. The decision of the arbitrator shall be final and binding on signatories to the Agreement who are parties to the dispute; provided, however, that 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 costs and fees of the neutral arbitrator shall be equally divided between the parties. This article shall not be applicable to jurisdictional disputes

nor to the non-payment of wages or fringes, except that this article shall apply to wage disputes.

ARTICLE 8 - MANAGEMENT

- A. Management reserves the right to manage its jobs to the best interest of Management; the right to retain or dispense with employees for cause; to reduce or increase the number of employees needed on each project, crew, activity or piece of equipment.
- B. Management has the right to determine reasonable employment qualifications of employees and may discharge any employee whose work is unsatisfactory, or who fails to observe reasonable regulations or safety precautions prescribed by the Employer or any government agency. The employee shall use any tools, equipment, machinery, new material and products or procedures of the employee's craft required by the Employer.
- C. There shall be no limit on production of employees nor restriction on the full use of proper tools or equipment and there shall not be any task or piece work.
- D. When a new material to be installed replaces a material presently installed by Carpenters, the Employers shall make a specific assignment according to their best judgment.

ARTICLE 9 – SAFETY AND DIVERSITY IN THE WORKPLACE

- A. The employees covered by the terms of the Agreement shall, at all times, while in the employ of the Employer be bound by the safety rules and regulations as established by Federal and State safety laws.
- B. Where OSHA standards require protective equipment, this equipment shall be made available at the cost of the Employer as determined by OSHA regulations.
- C. OSHA Training see Article 24B
- D. The Employer shall provide sanitary and available toilet facilities pursuant to OSHA regulations.
- E. The Employer shall comply with Minnesota Statute 181.939 for an employee who needs to express breast milk for her infant child.
- F. There shall be no discrimination by an employer against any employee because of race, color, creed, political, religious beliefs, sex, sexual orientation, gender, familial status, public assistance, disability, national origin, marital status or age. The Parties further agree that increasing diversity within the trade is essential to the strength of the workforce and that neither the union nor the Employer will condone discrimination on a basis referred to herein. The Employer shall not discriminate against any employee, as long as the employee is performing work assigned in a safe, normal and workmanlike manner. The Employer may adopt and enforce anti-discrimination policies that do not conflict with this provision.

ARTICLE 10 – PICKETS, BANNERS, STRIKES, LOCKOUTS, AND WORK INTERFERENCE

- A. It shall not be a violation of this Agreement for any employee to refuse to work on a job where to do so would require them to cross a picket line of a striking Union.
- B. The Union and the Employer agree that there shall be no strike or other concerted interference with the Employer's business, and there shall be no lockout during the

existence of this Agreement for any reason whatsoever, with the exception of delinquent wages or fringe benefit contributions.

- C. Slowdowns, forcing of overtime, spread work tactics, standby crews and feather-bedding practices have been and are condemned.

ARTICLE 11 – SUBCONTRACTOR CLAUSE

WORK PRESERVATION

To protect and preserve, for the employees and their Employers covered by this Agreement, work traditionally having been performed by the Employers and assigned to employees under this Agreement or its predecessor Agreements, and to prevent intentional interference with the protection and preservation of such work, it is agreed as follows:

SUBCONTRACTING

There are four (4) different districts relating to subcontracting, basically along county lines; however where cities or towns fall on boundary lines, the city limits or towns are referenced separately at the end of the article under the heading “Cities and Towns on Boundary lines”, and are covered by the subcontracting language applicable to those areas.

SUBCONTRACTING LANGUAGE FOR DISTRICT 1 ONLY

With regard to work traditionally having been performed by the Employers and assigned to employees under this Agreement or its predecessor Agreements on the job site, if the Employer subcontracts such work to a subcontractor, the Employer shall require that such subcontractor be signatory to a current collective bargaining agreement with the Union covering such work.

This provision shall be enforceable through Article 7, Settlement of Disputes. In addition to any amount payable to the joint Employer/Union Trust Funds covering pensions, health and welfare and vacation, and/or the Joint Apprenticeship Program, an arbitrator enforcing this Agreement shall have authority to award other damages to be payable to one or more of the above Employer/Union Trust Funds.

The above language pertains to District 1 only, which shall consist of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, Pine, Ramsey, Scott, Sherburne (excluding the area surrounding the City of St. Cloud and extending 20 miles beyond the city limits in Sherburne County), Washington and Wright counties, and the city limits of Red Wing and extending 20 miles beyond the city limits in Goodhue County in Minnesota and the territory in Wisconsin described in Article 4 of this contract. See “Cities or Towns on Boundary lines”.

SUBCONTRACTING LANGUAGE FOR DISTRICT 2 ONLY

If the Employer subcontracts carpentry work to be performed at the job site, the Employer shall require the subcontractor to sign a Subcontract Agreement containing the following provision:

“The subcontractor agrees to comply with the provision relating to wages, fringe benefits, premium pay and on-the-job working conditions in the current collective bargaining

agreement entered into between the CCA/MDPA and the North Central States Regional Council of Carpenters for the duration of the Employer's project.”

The Employer shall require the subcontractor to sign a Subcontract Agreement containing the foregoing provision only when performing carpentry work on the project, and when the subcontractor does not represent to the Employer that they have an established building trade's collective bargaining agreement covering the affected classification of work.

The above language pertains to District 2 only, which shall consist of Meeker, McLeod, LeSueur, Rice, Goodhue (Note: See Red Wing exclusion in cities or towns on county lines), Wabasha, Blue Earth, Waseca, Steele, Dodge, Olmsted, Winona, Faribault, Freeborn, Mower, Fillmore, Houston and the portions of Sibley and Nicollet counties east of the following roads, starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet county, and then continuing south on Highway 111 to the town of Nicollet and then continuing south on Highway 23 to the south line of Nicollet County. Note: Extending 5 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Subcontracting District 4. See “Cities or Towns on Boundary lines”.

SUBCONTRACTING LANGUAGE FOR DISTRICT 3 ONLY

1. If the Employer subcontracts bargaining unit work, the Employer will subcontract such work only to another Employer, which has a current collective bargaining agreement with this Union covering such bargaining unit work.
2. Where the Employer is competing against non-union prime contractors, or where Union subcontractors are not available, or where the project owner designates certain non-union subcontractors to be used on the project, the contractor shall notify the Union who the non-signatory contractor is and provide the total wage package to be paid to employees of this subcontractor in writing, in a timely manner.
3. It is agreed that not more than one (1) non-signatory subcontractor, limited to one phase (i.e. drywall/steel framing, wood framing, roofing, etc.) of bargaining unit work on a job site shall be utilized, as specified in Paragraph 2 above. All others shall comply with paragraph 1 of this subcontractor clause.

If the Employer is unable to comply with this Section (3) due to availability of signatory contractors, it is agreed that the Union and the Employer will convene to resolve the problem.

The above language pertains to District 3 only, which consists of Benton, Mille Lacs, Morrison, Stearns counties and the area surrounding the City of St. Cloud and extending 20 miles beyond the city limits in Sherburne County. See “Cities or Towns on Boundary lines.”

SUBCONTRACTING LANGUAGE FOR DISTRICT 4 ONLY

The parties agree to not subcontract any work that the contractor normally performs in order to avoid the terms and conditions of this Agreement. They also agree that it is mutually desirable to have work performed by subcontractors working for the contractor who is a party to the Agreement, subject to the terms of this Agreement, and the contractor will, in letting subcontracts, endeavor to obtain this objective.

The above language pertains to District 4 only, which consists of Traverse, Grant, Douglas, Todd, Big Stone, Stevens, Pope, Lac Qui Parle, Swift, Chippewa, Kandiyohi, Yellow Medicine, Renville, Lincoln, Lyon, Redwood, Brown, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson and Martin counties, and the portions of Sibley and Nicollet counties west of the following roads starting at Highway 22 on the northern Sibley County line and proceeding south to the town of New Sweden in Nicollet County, and then continuing south on Highway 111 to the town of Nicollet, and then continuing south on Highway 23 to the south line of Nicollet County. Note: Extending 5 miles beyond the town or city limits of New Auburn, Gaylord, New Sweden and Nicollet shall be in Subcontracting District 4. See “Cities or Towns on Boundary lines.”

SUBCONTRACTING OF FLOORCOVERING WORK

The employers recognize that the floor covering trade is part of the North Central States Regional Council of Carpenters’ craft jurisdiction. The Floor Covering Addendum is hereby recognized as part of this Agreement for purposes of subcontracting under this Article, except as modified below:

Floorcovering work performed in the Counties of Blue Earth, Waseca, Morrison, Mille Lacs, Benton, Stearns, the Western half of Sherburne, Meeker, McLeod, Le Sueur, Rice, Goodhue, Wabasha, Steele, Dodge, Winona, Faribault, Freeborn, Mower, Fillmore, Houston, Sibley, and Nicollet shall be governed by District 4 subcontracting language in this Article. In the event project requirements prevent compliance with this Article, the parties agree to meet to determine a mutually agreeable solution.

SUBCONTRACTING OF PILE DRIVING WORK

The employers recognize that the pile driving trade is part of the North Central States Regional Council of Carpenters’ craft jurisdiction. The employers agree that any pile driving work shall be subcontracted to an employer signatory to the AGC-MN/NCSRCC Highway Heavy Agreement.

CITIES OR TOWNS ON BOUNDARY LINES

Each city or town listed below falls on or adjacent to Boundary lines where there would normally be a change in subcontract language.

There will be one subcontract district as shown below for each city or town, which will extend 20 miles beyond the city limits or town boundary.

Belle Plaine	District 1 – Carver, Scott and Sibley counties
Princeton	District 1 – Sherburne and Mille Lacs counties
Red Wing	District 1 – Goodhue County
Lake City	District 2 – Goodhue and Wabasha counties
Bellechester	District 2 – Goodhue and Wabasha counties
New Prague	District 2 – Scott and LeSueur counties
St. Cloud	District 3 – Sherburne, Benton and Stearns counties
Motley	District 3 – Morrison, Todd and Cass counties
Eden Valley	District 3 – Meeker and Stearns counties
Brooten	District 4 – Pope and Stearns counties

ARTICLE 12 – UNION REPRESENTATIVES AND STEWARDS

- A. 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 neither is 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.
- B. The Union Business Representative shall have the right to designate a steward from among the employees on the job, and shall notify the Employer or their representative on the job, in writing, of the designated steward.
- C. The Steward shall not be docked for time spent in giving assistance to injured workers, or in caring for the worker's tools or clothing.
- D. The Steward shall not be discharged, transferred, nor discriminated against for performing the normal duties of a steward in a reasonable manner.
- E. The Steward shall not be terminated, except for justifiable cause, until a hearing has been held before a committee composed of a representative from the Union, and a representative from the Employer. Such hearing will be held within three (3) working days of said notice.

ARTICLE 13 – PAYROLL RECORDS

In case of a dispute arising over hours and wages, the Union shall have the right to examine the payroll records of the employee covered by this Agreement, upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

ARTICLE 14 – PAY DAY, WAGE PAYMENT AND CALL IN PAY

- A. It is agreed that all employees shall be paid weekly and no more than seven (7) days held back including payday.
- B. Wages shall be paid at or before the end of the shift of the designated payday. Employers may utilize alternative forms of paycheck distribution, such as mailing of paychecks or by direct deposit. If paychecks are mailed, they shall be mailed at least one (1) day prior to the Employer's designated payday based on the envelope's postmark to be considered timely. A two (2) hour penalty may be imposed for any violation of the above.
- C. An employee who is laid off or discharged shall receive all monies due in cash or negotiated check at time of layoff, or the employee's check shall be immediately mailed to the employee's last known address on the next working day. If the Employer does not mail the employee's paycheck as provided by the envelope's postmark, a two (2) hour penalty shall be added for each working day until mailed to employee's last known address.
- D. Employees who quit will be paid any wages due them at the next regular payday.
- E. The Employer agrees to provide the following information on the employee's check stub: Hours, date, regular pay, overtime pay, gross pay, deductions, and net pay. This information and all other payroll and employment records shall be retained by the Employer for a period of not less than six (6) years.

- F. The employee shall be given one (1) hours' notice prior to layoff, e.g., all employees to be notified by 11:00 a.m. when they are to be laid off at noon. In the event the Employer fails to notify the employee, a penalty of one (1) hour of pay at the straight time rate shall be paid to the employee.
- G. If an employee reports to work and is not put to work, the employee shall receive two (2) hours of pay. The employee must remain on the job site in order to receive this two (2) hours pay.
- H. When an employee has been engaged by the Employer, either directly or by a referral request made by the Employer, and is refused employment when arriving at work with their tools, the employee shall be paid four (4) hours time, provided they arrive within a reasonable period of time, not to exceed four (4) hours provided such refusal of employment is not due to conditions beyond the control of the Employer.
- I. These provisions, however, are not to be effective when work is unable to proceed because: (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer or Architect refuses to permit work; (3) Acts of God, or weather conditions will not permit work.
- J. Any employee who is given a paycheck that is returned by a bank for insufficient funds shall receive an additional four (4) hours pay. Any employee that loses a paycheck shall be responsible for stop payment charges. If a check is mailed, the employee must promptly notify the Employer within three (3) days if the check is not received; if notice is not given, the employee shall be responsible for the stop payment charge.
- K. In the event that the Employer deliberately violates the provisions of the foregoing Articles or deliberately violates any provisions of this Agreement relating to wages, hours of work, overtime differentials and vacations, any back pay owed to the employee because of such violations shall be paid by the Employer at the rate of two times the standard straight time and overtime rate. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions, and in such case the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and overtime rate.
- L. Insurance and Taxes. The Employer shall carry Worker's Compensation Insurance, Social Security and Unemployment Insurance on all employees covered by this Agreement. Where work is performed under circumstances that the provisions of the Minnesota Unemployment Compensation Law are not applicable, the Employer agrees to elect to be covered pursuant to Minnesota Statutes, Section 268.042, Subdivision 3.

ARTICLE 15 – FRINGE BENEFITS

The Employer agrees to contribute every month, not later than the 15th of the following month, such sums for Pension, Health and Welfare, Savings, Apprenticeship, Labor-Management Cooperation Funds, Union Dues, and Industry Funds (the "Fringe Benefit Funds") as they may be established, an amount for each hour worked by all employees covered by this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees. The Funds' Trustees shall equally represent the Union and the Employer. The terms of the Trust Agreement establishing those Funds are hereby incorporated as a part hereof.

- A. All Employers, upon becoming bound to this Agreement after May 1, 2010, shall obtain a \$50,000 surety bond to be held by the Trustees of the Fringe Benefit Funds. In the event that the Employer cannot or does not secure a \$50,000 bond, the Employer must pay fringe benefits on a weekly basis at the same time as the Employer's regular payroll disbursements. "Weekly basis" shall mean that the Employer's report and payment for a particular work week shall be due on the Friday of the following week. An Employer's report and payment shall be considered "delinquent" if not postmarked on or before such day. In addition to the weekly Fringe Benefit contributions, the unbonded employers and delinquent employers must also pay into an escrow account held by the Fringe Benefit Fund Trustees or their designee(s) an amount equal to 20% of the Employer's weekly fringe benefit payment. The unbonded/delinquent Employer shall continue to make weekly payments to the escrow account until the balance of the escrow account reaches \$50,000 (\$25,000 if the Employer has fewer than seven (7) regular employees). An Employer may cash out its escrow account only if the Employer has provided proof to the Trustees or their designee(s) that the Employer has obtained a \$50,000 surety bond to be held by the Trustees of the Fringe Benefit Funds.
- B. An Employer shall be considered "delinquent" for a particular work month (or work week in the case of Employers on weekly reporting under (c) below) if its required report and the proper payment for that month (week) are not postmarked on or before the 15th day of the following month (Friday of the following week, for Employers required to make payments on a weekly basis), irrespective of whether such delinquency is willful or otherwise.
- C. Contributions which are delinquent as defined in (B) above shall be deemed to be "unpaid contributions" for purposes of the Funds' remedies pursuant to this Agreement and applicable law.
- D. An Employer who is delinquent and has unpaid contributions shall be required to pay to the Funds an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreement, or if greater, two times the specified interest on the unpaid contributions.
- E. When the Trustees have determined that an Employer is delinquent in its Fringe Benefit contributions, the Employer shall make ongoing and future Fringe Benefit contributions on a weekly basis and establish an escrow account as described in paragraphs (B) and (C) above. Once the Employer has made payments on a weekly basis for 26 consecutive weeks without further delinquency, the Trustees may, in their sole discretion, remove the requirement that such delinquent Employer make weekly fringe fund reports and payments and contributions to the escrow account. The Trustees may, in their sole discretion, permit such delinquent Employer to cash out its escrow account only after the Employer has made Fringe Benefit contributions for one year without delinquency and provided proof of a surety bond as described in paragraph (A).
- F. **Illustration:** If an Employer's report and payment for the January work month have not been postmarked before February 16, such Employer becomes delinquent at that point and must pay the full amount due, plus interest and 10% as liquidated damages or, if greater, double interest. In addition, the Employer shall be placed on the weekly reporting basis for work weeks commencing after February 16. Reports and payments shall then be due each week on the Friday of the week following the work week, and weekly payments shall

be made to an escrow account in an amount equal to 20% of the weekly contributions due. When the Employer has completed 26 consecutive weeks without further delinquency, the Trustees of the Fringe Benefit Funds may (in their discretion) allow the Employer to revert to monthly Fringe Benefit contributions.

When the Employer has completed one year of required Fringe Benefit payments without further delinquency, and has proven to the Trustees that it has obtained a \$50,000 surety bond to be held by the Trustees, the Trustees may (in their discretion) allow the Employer to cash out the escrow account.

- G. The delinquent Employer shall also be required to pay all cost of collection actually incurred by the Trust Fund, including all attorney fees, service fees, filing fees, court reporter fees and all other fees, costs and disbursements incurred by or on behalf of the Trust Funds in collecting the amount due.
- H. Each Employer who is required to make payments to the Trust Funds shall promptly furnish to the Trustees or their authorized agents, on demand, all necessary employment and payroll records, and any other relevant information relating to its employees covered by this Agreement for examination, whenever such examination is deemed necessary in connection with the proper administration of the Trust Funds. The Trust Funds may, during the course of an audit, require that the Employer produce vendor information, material invoices, and information relating to other disbursements. Trust Fund auditors may require access to the Employer's electronic records relating to any information sought during an audit. If any Employer fails or refuses to furnish its payroll records to the Trustees or their authorized agents upon demand or refuses to afford the Trustees, or their authorized agents reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees may enforce such right by legal action in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer on direction of the Trustees.
- I. The Unions shall also have the right to take economic action, including but not limited to the right to refuse to supply personnel, to enforce the rights enumerated in this Article on behalf of the Unions and the Trustees. The parties to this Agreement acknowledge that the provisions of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to employees employed in job classifications under this contract.
- J. The parties to this Agreement, and all Employers covered thereby, agree to be bound by all the terms of the respective Trust Agreements governing the establishment, administration, and operation of the Funds in accordance with the Trust Agreements. The employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the Scope of this authority provided that action is within the scope of the Trustees' authority and not in conflict with this agreement.
- K. **National or State Health Insurance.** In the event that health care reform enacted in 2010 under Public Law 111-148 (the Patient Protection and Affordable Care Act) and Public Law 111-152 (the Health Care and Education Reconciliation Act of 2010), or any subsequent health care reform enacted by Congress or by the legislature of a state in the jurisdiction of this Agreement, affects the amount of necessary contributions to the North Central States Regional Council of Carpenters Health Fund, this Agreement shall be open

for the sole and exclusive purpose of apportioning the amount of the then-current hourly contribution required by this Article among the Carpenters and Joiners Welfare Fund, wages, and any payments required under such health care reform legislation. The reapportionment shall be made in accordance with agreement reached between the Trustees of said Fund and the negotiating committees of the Parties to this Agreement. Should the health insurance provisions contained in this Agreement and/or the Carpenters and Joiners Welfare Fund's plan design cause the Employer to become subject to a penalty, fine, or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the matter will be referred to the Carpenters and Joiners Welfare Fund for a revision of the Plan so that the penalties cease. If the Trustees do not take action to have the penalties cease, the Union and the bargaining parties will immediately bargain over a solution that does not increase the total cost to the employer. The bargaining parties recognize that the Affordable Care Act and related regulation have created a challenging and dynamic environment for the Carpenters and Joiners Welfare Fund. Should health and welfare coverage options become available through a legislative and/or government-sponsored program such as a health insurance exchange, and such coverage is more economical than that which can be offered by the Carpenters and Joiners Welfare Fund, either party may request in writing, and the other party shall agree, to meet in good faith within 30 days of the written request to review and consider changes to the Agreement that would accommodate the use of such a program as a supplement to or replacement for the current Carpenters and Joiners Welfare Fund.

- L. **Pension Rehabilitation Plan.** The actuary for the Twin City Carpenters and Joiners Pension Fund (the Plan) has certified that the Plan, for the Plan year beginning January 1, 2010, is in critical status as that term is defined in the Pension Protection Act of 2006. As a result of the Plan being so certified, the Trustees of the Plan are required to adopt and the parties to this Agreement are required to implement a Rehabilitation Plan. The Trustees have adopted a Rehabilitation Plan, dated April 9, 2010, and have communicated it to the bargaining parties, by notice dated April 30, 2010. The Rehabilitation Plan is hereby incorporated into this Agreement by this reference. The parties hereby implement the Rehabilitation Plan and authorize and direct the Trustees to take any and all actions permitted or required by the Rehabilitation Plan or which they find reasonable and appropriate in achieving the objectives of the Rehabilitation Plan as required by law.
- M. **Fringe Funds and Designated Depository.** Employers covered by this Agreement shall pay the contributions required to be made to the Funds listed in accordance with this Agreement to the following funds via the depository identified by this Agreement, or such depository as may be designated by the Trustees from time to time. Such contributions shall be sent together with the required remittance reports for the following funds to the designated depository.

Designated Depository

Minnesota Carpenter Fringe Benefits
Administrator: Wilson McShane,
3001 Metro Drive, Suite 500, Bloomington, MN 55420
952-854-0795

Fringe Benefit Funds/Dues

Twin City Carpenters & Joiners Pension Fund

Carpenters and Joiners Defined Contribution Plan
Carpenters and Joiners Welfare Fund
Carpenters & Joiners Apprenticeship and Journeymen Training Trust Fund
Carpenters International Training Fund
Carpenters Savings Plan
Working Dues
Industry Funds/CAF

- N. Under predecessor Agreements, Employers made contributions to the Twin City Carpenters & Joiners Vacation Fund (“Vacation Fund”). The Parties to this Agreement ratify the actions of the Vacation Fund trustees and, in accordance with Article 18 of this Agreement, the Parties direct that effective upon June 1, 2013, all contributions formerly directed toward the Vacation Fund shall be henceforth contributed as “Savings Plan” contributions made to the Carpenters Federal Credit Union, or such other financial institution designated by the Union. The Savings Plan hereby established is not a jointly trusteed Taft-Hartley Plan, but rather an allocation from the gross taxable wage toward an individual savings account for each employee working under the terms of this Agreement. All payment, delinquency, and collection provisions of this Article shall apply to Savings Plan contributions. Nothing in this Section shall be interpreted to restrict any means of collection of Savings Plan contributions, nor the collection of an amount equivalent to dues through Savings Plan contributions per Article 25 of this Agreement.
- O. **Owner Operators.** A person performing bargaining unit work for an Employer owned in total or in part and/or controlled by the person, the person’s spouse, or 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. The Trustees of the Carpenters Trust Funds at their discretion may adjust the Owner Operator contribution requirement.
- P. **Sick Leave.** 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.
- Q. Whereas, the Parties agree that a variable rate defined benefit (variable annuity) pension design is a positive step forward for the employees and employers, to improve benefit sustainability and alleviate unfunded benefit liability;
- Whereas, the employers agree to make an additional contribution to the pension plan if, but only if, the Board of Trustees unanimously approves a complete conversion of the current benefit/design accrual to a variable benefit design/accrual;
- Now therefore, if the trustees of the Carpenters and Joiners Defined Benefit Pension Plan develop a variable benefit design, a funding rehabilitation plan that fully converts the

legacy benefit design to a variable benefit design, and, prior to December 31st of any year prior to expiration of this Agreement, the Board of Trustees adopts or unanimously resolves to adopt that variable benefit design and that funding rehabilitation plan (which adoption or resolution shall include all necessary steps to effect the benefit design and rehabilitation plan), the bargaining parties will promptly notify the signatory employers that the pension contribution will, on the following May 1st, increase by an additional \$1.05 above and beyond the amounts negotiated in this Agreement. This additional amount shall be used to fund the variable benefit design.

If a variable benefit design is adopted by the Board of Trustees and the additional contribution requirement is triggered, the following provision will apply: in the event that the hourly contribution required to fund the legacy liability of the pension is reduced, which decrease shall be determined exclusively by the Board of Trustees, the first \$2.00 of the reduction shall be reallocated by the Union. The next \$1.05 reduction shall be deducted from the total package. Thereafter, any reductions shall be reallocated by the Union.

- R. The Parties to this Agreement agree that the Trustees of the Carpenters and Joiners Defined Contribution Pension Plan and the Carpenters and Joiners Welfare Fund may implement a plan design by which contributions to both aforementioned plans are combined. The combined contribution rates to the Carpenters and Joiners Defined Contribution Pension Plan and the Carpenters and Joiners Welfare Fund shall remain unchanged in the aggregate, but the contributions to each of the two respective plans may vary, in accordance with such plan design, based upon actions of the respective plan trustees.

ARTICLE 16 – SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid State or Federal Laws, rules and regulations. Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict, to be superseded or annulled; but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 17 – DURATION DATES

- A. This Agreement shall remain in full force and effect through April 30, 2022. All terms of this Agreement shall take effect May 1, 2019.
- B. The Parties to this Agreement have the right to terminate or amend this Agreement by giving notice to the other party sixty (60) days before the expiration date of this Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically from year to year thereafter until either party provides written notice to terminate or amend this agreement within sixty (60) days prior to the anniversary of the expiration date. Any employer not a member of the multi-employer bargaining unit under this Agreement that fails to provide sixty (60) days notice to the Union of its intent to amend or terminate this Agreement shall become bound to the Successor Agreement negotiated between the Union and the Association.
- C. In the event such written notice is given, and a new Agreement is not signed before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed or negotiations are formally broken off, or until a Strike or Lockout occurs.

ARTICLE 18 - WAGES

(For boundaries, refer to Article 4, Territorial Jurisdiction)

- A. The minimum scale of wages to be paid to Journeyman Carpenters and Pile Drivers working within the territorial jurisdiction described in Article 4 for residential and commercial construction shall be as follows.
- B. Foreman: Where job conditions require an employee covered by this Agreement to exercise responsible control and direction over other employees covered by this Agreement, that employee shall receive Foreman pay. The minimum scale for Foreman shall be \$2.00 above Journeyman scale of wages. Effective 5/1/2020, the foreman premium shall be \$2.30. Effective 5/1/2021, the foreman premium shall be \$2.50.
- C. Where materials are brush coated or pressure treated with toxic carbolineum or toxic creosote prior to installation or handling, all employees actually engaged in brush coating, installing or handling such materials shall be paid an additional twenty-five cents (\$.25) per hour. Installation shall include the framing, boring and bolting up of materials. The above does not apply to demolition or removal of material, regardless of whether such material had ever been brush coated or pressure treated with toxic carbolineum or toxic creosote.
- D. Work performed in boatswain's chair, on swing stage, tunnel work (defined as being underground, part of a building and not openly excavated) scaffold over fifty (50) feet in height, but excluding one (1) and two (2) family dwellings shall receive an additional twenty-five cents (\$.25) per hour.
- E. Whenever provision is made under this Article for payment of rates of pay in excess of the minimum set forth in the first paragraph, such rates shall only be paid for the time during which the employees are actually engaged in the work for which such higher rate is established. This shall include the foreman.
- F. The Union shall allocate negotiated annual increases prior to their effective date. Annual negotiated increases shall become effective on a Monday as follows: a) if the annual increase date (e.g. May 1st) falls on a Sunday, Monday, Tuesday, or Wednesday, the allocated increase shall become effective on Monday of that week; or, b) if the annual increase date (e.g. May 1st) falls on a Thursday, Friday, or Saturday, the increase shall become effective on Monday of the following week.

COMMERCIAL CONSTRUCTION DEFINITION

Any construction not covered by the definition of residential construction. Regardless of intended use or size, any new construction, above grade, using poured in place concrete, pre-stressed or pre-cast concrete, or block and/or brick structures, shall be deemed to be commercial construction.

Conversely, any commercial buildings or mixed occupancy of residential and commercial buildings as defined above or family dwellings over five (5) stories high shall receive the current applicable commercial wage rate.

COMMERCIAL RATES

	Percent (%)	Gross Wage	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	CITF Fund	Fair Contracting	Total Package	CAF
Area A	100%	\$38.18	-\$1.20	-\$1.53	\$8.91	\$9.75	\$3.10	\$0.69	\$0.10	\$0.02	\$60.75	\$0.03/
May 1, 2020	100%	\$2.05 Package Increase. Allocation to be determined.									\$62.80	\$0.10
May 1, 2021	100%	\$2.00 Package Increase. Allocation to be determined.									\$64.80	
Area B	100%	\$32.63	-\$1.00	-\$1.31	\$8.90	\$8.90	\$2.30	\$0.67	\$0.10	\$0.02	\$53.52	\$0.03/
May 1, 2020	100%	\$2.05 Package Increase. Allocation to be determined.									\$55.57	\$0.10/
May 1, 2021	100%	\$2.00 Package Increase. Allocation to be determined.									\$57.57	CPI \$0.10
Area C	100%	\$30.57	-\$1.10	-\$1.22	\$8.61	\$9.31	\$2.25	\$0.69	\$0.10	\$0.02	\$51.55	\$0.03/
May 1, 2020	100%	\$2.05 Package Increase. Allocation to be determined.									\$53.60	\$0.10
May 1, 2021	100%	\$2.00 Package Increase. Allocation to be determined.									\$55.60	
Area D	100%	\$27.16	-\$0.60	-\$1.09	\$8.61	\$7.92	\$2.25	\$0.69	\$0.10	\$0.02	\$46.75	\$0.03/
May 1, 2020	100%	\$2.05 Package Increase. Allocation to be determined.									\$48.80	\$0.10
May 1, 2021	100%	\$2.00 Package Increase. Allocation to be determined.									\$50.80	

RESIDENTIAL CONSTRUCTION DEFINITION

Any work above grade involved in the erection, remodeling or finishing of a wood frame structure, up to four (4) levels, that is intended for use as a residence or residences or as an appurtenance. Any portion of work included and done in conjunction with the residential portion of the base building (i.e. garage, community/party room, manager's office, lobby, laundry area, etc.). This excludes interior tenant build-out of a commercial/retail space. Any portion of work in a building five (5) stories or less in total height intended for use as a residence or residences regardless of intended use of other portions of the building shall be deemed to be residential construction (Note: includes wood framed licensed nursing homes, convalescent facilities and motels). The remodeling of any structure four (4) stories or less in total height regardless of structural materials shall be deemed residential construction provided intended use is for a residence or residences.

RESIDENTIAL CONSTRUCTION WAGE RATE FOR JOURNEYMEN IN AREAS A ONLY

	Percent (%)	Gross Wage	Deductions		Fringe Benefits						Total Package	CAF
			Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	CITF Fund	Fair Contracting		
Area A	100%	\$32.97	-\$1.35	-\$1.32	\$8.71	\$8.65	\$4.30	\$0.67	\$0.10	\$0.02	\$55.42	\$0.03/ \$0.10
May 1, 2020	100%	\$2.05 Package Increase. Allocation to be determined.									\$57.47	
May 1, 2021	100%	\$2.00 Package Increase. Allocation to be determined.									\$59.47	

RESIDENTIAL RATES – SOUTHEASTERN, CENTRAL AND WESTERN WAGE AREAS

Residential rates for Journeymen in all other wage areas shall be \$2.00 less than commercial base wages, plus full fringes in each area.

SCHEDULE A – Residential and Commercial Apprentice rates are calculated according to the formula set forth below which is calculated based on the applicable journeyman rate of the area in which the apprentice is working. Commercial Apprentice rates for the Metro Area shall be as follows:

	Percent (%)	Gross Wage	Deductions		Fringe Benefits						Total Package	CAF	
			Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	CITF Fund	Fair Contracting			
Journeyman	100%	\$38.18	-\$1.20	-\$1.53	\$8.91	\$9.75	\$3.10	\$0.69	\$0.10	\$0.02	\$60.75	\$0.03/ \$0.10	
Apprentice	6501-7000	95%	\$36.27	-\$0.25	-\$1.15	\$8.91	\$2.50	\$3.10	\$0.69	\$0.10	\$0.02		\$51.59
	6001-6500	90%	\$34.36	-\$0.25	-\$1.15	\$8.91	\$2.50	\$3.10	\$0.69	\$0.10	\$0.02		\$49.68
Pre-Apprentice	5001-6000	85%	\$32.45	-\$0.25	-\$1.15	\$8.91	\$2.50	\$3.10	\$0.69	\$0.10	\$0.02		\$47.77
6001+	4001-5000	80%	\$30.54	-\$0.25	-\$1.15	\$8.91	\$2.50	\$3.10	\$0.69	\$0.10	\$0.02		\$45.86
5001-6000	3001-4000	75%	\$28.64	-\$0.25	-\$1.15	\$8.91	\$2.50	\$3.10	\$0.69	\$0.10	\$0.02		\$43.96
4001-5000	2001-3000	70%	\$26.73	-\$0.25	-\$1.15	\$8.91	\$2.50	\$3.10	\$0.69	\$0.10	\$0.02		\$42.05
3001-4000	1501-2000	65%	\$24.82	-\$0.25	-\$1.15	\$8.91	\$2.50	\$2.50	\$0.69	\$0.10	\$0.02		\$39.10
2001-3000	1001-1500	60%	\$22.91	-\$0.25	-\$1.15	\$8.91	\$2.50	\$2.50	\$0.69	\$0.10	\$0.02		\$37.19
1001-2000	0-1000	55%	\$21.00	-\$0.25	-\$1.15	\$8.91	\$2.50	\$2.50	\$0.69	\$0.10	\$0.02		\$35.28
0-1000		50%	\$19.09	-\$0.25	-\$1.15	\$8.91	\$2.50	\$2.50	\$0.69	\$0.10	\$0.02		\$33.37

Note: Apprentice DB Pension Contributions are \$2.50 at all levels. Effective May 1, 2019, apprentices shall receive newly allocated DB Pension contributions (or variable rate DB Pension contributions upon the inception of such plan) on the basis of their apprentice percentage applied to DB Pension contribution allocations (e.g. 55% of any new DB pension allocation made at the journeyman level shall be added to prior year's DB pension contribution rate for the 55% apprentice). Notwithstanding, apprentices shall receive the full \$1.05 DB Pension contribution

increase under Article 15, Section Q, should such contribution increase be triggered. All other contribution rates are subject to allocation.

The sum of eight cents (\$0.08) per hour is allocated as a contribution to a Plan, administered in accordance with Article 15, hereby established for the purpose of defraying the expenses of apprentices who are separated from employment to attend weeklong apprenticeship school, such contribution shall be remitted to the Plan as established.

All new Apprentices shall be registered through the Apprenticeship Office. If not registered, that worker will be considered a Journeyman. All Apprentices shall be governed by the provisions of the Carpenters Joint Apprenticeship Standards as adopted for this Agreement.

RATIOS [Residential Only] - 1 journeyman, 1 Apprentice and 1 Pre Apprentice. Ratios are established on a payroll basis.

HUD Exception: Employers employed on a HUD project may utilize 2 Apprentices to 1 Journeyman, except that at least 1 Apprentice must have over 4,000 hours.

INTERIM JOURNEYPERSONS

Individuals, hired by an employer, who have not previously been classified in the Union membership processing system and not placed in any apprentice classification be hired as an Interim Journeyman. Interim Journeypersons shall be paid at 80% of the journeyperson total taxable wage rate and 80% of any pension contributions plus all other non-taxable fringe benefit contributions in full for a period of 1000 hours at which time they shall be paid at 90% of the Journeyman total taxable wage rate and 90% of any pension contributions plus all other non-taxable fringe benefits contributions in full for the next 1000 hours. Interim Journeypersons must complete a minimum 50 hours of training, as sponsored by the Joint Training Committee, to include OSHA training and Orientation. After the 2000 working hours and completion of a minimum 50 hours of training the Interim Journeyman shall be a Journeyman. The training curriculum, except as specified here, is to be determined by the Training Program with Employer input and agreed to by the Employee. Employees shall be credited cumulatively for all hours worked under multiple employers as an Interim Journeyman, such hour totals to be verified by the fringe fund reports. An Employer may increase the Interim Journeyman's rate to the regular rate prior to the 2000 hours. All Interim Journeypersons must be registered with the Union prior to starting work. The ratio of Interim Journeypersons to Journeypersons shall not be greater than 1 to 10 on a company wide basis. A company with less than 10 Journeypersons is allowed 1 Interim Journeyman if they have at least 4 Journeypersons. Interim Journeypersons must be paid regular Journeyman scale on prevailing wage work.

	Percent (%)	Gross Wage	Deductions		Fringe Benefits						Total Package	CAF
			Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	CITF Fund	Fair Contracting		
Journeyman	100%	\$38.18	-\$1.20	-\$1.53	\$8.91	\$9.75	\$3.10	\$0.69	\$0.10	\$0.02	\$60.75	\$0.03/ \$0.10
Interim Journeyman	90%	\$34.36	-\$1.20	-\$1.53	\$8.91	\$9.75	\$3.10	\$0.69	\$0.10	\$0.02	\$56.93	
	80%	\$30.54	-\$1.20	-\$1.53	\$8.91	\$9.75	\$3.10	\$0.69	\$0.10	\$0.02	\$53.11	

ARTICLE 19 – TRAVEL OUTSIDE DISTRICT

It is agreed that when employees covered by this Agreement are hired to work in a Wage Area described in Article 4 (the employee’s “home wage area”) and then directed by their Employer to work outside the territorial jurisdiction of that Wage Area, and 65 miles or more from their home of record, and 65 miles or more from the Employer’s shop, the employee shall be paid an amount sufficient to cover their reasonable related expenses, including board, lodging, and transportation, which shall not be less than \$50 per day. Arrangements should be made between the Employer and the Employee prior to working these jobs.

Employees directed to work outside of their home wage area shall be paid not less than the scale of wages, including fringe fund contributions, provided for in this Agreement, and if the scale of wages is higher where such work is performed than provided for in this Agreement, such higher prevailing rate shall be paid.

ARTICLE 20 – PARKING

Where free parking is not available, the Employer shall reimburse employees to a maximum of eight (8) dollars per day for parking when provided with receipt by the employee. This amount shall increase to ten dollars (\$10.00) on May 1, 2020. The Employer has the option of providing parking or shuttle service, or for the cost of public transit, should an employee opt to use public transit.

ARTICLE 21 – WORK BREAK

Coffee break shall be ten (10) minutes in the forenoon and ten (10) minutes in the afternoon. The coffee shall be taken from the employee’s own container, which will be restricted to close proximity to the employee’s place of work on the job site.

ARTICLE 22 - HOURS

- A. The standard work day shall consist of eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except that the hours may be adjusted up to two (2) hours earlier with notice to employees prior to the start of the job. The standard workweek shall consist of forty (40) hours in any one (1) week, Monday through Friday.

- B. Except as otherwise provided herein, overtime is payable on hours worked outside the standard work day or in excess of eight (8) consecutive hours in one day. Overtime worked between the hours of 6:00 a.m. Monday through 11:59 p.m. Saturday shall be at the rate of time and one-half (1-1/2). All work done between 12:00 a.m. Sunday and the regular starting time on Monday, shall be at the rate of double time (2T), with the exception of shift work, and where earlier starting hour is permitted. It shall be understood there shall be no pyramiding of overtime.
- C. No Carpenter or Piledriver shall work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, unless in case of necessity for which double time shall be paid. When any of the above holidays to be observed occurs on Saturday, then the preceding Friday shall be observed as such. If it occurs on Sunday, then the following Monday shall be celebrated as such by employees covered under this contract.
- D. **FOUR-TEN WORK WEEK EXCEPTION**
SOUTHEASTERN AND CENTRAL AREAS ONLY (not including McLeod or Meeker counties)
Four-Tens: During the term of this Agreement, an Employer may establish a scheduled four (4) ten (10) hour work days, Monday through Thursday. When a scheduled 4-10 hour work week is in use, any hours worked in excess of 10 hours in any one work day or on Friday shall be paid time and one-half (1-1/2). An additional ten (10) minute break shall be observed after the 10th hour, if work is to be continued.
If a holiday recognized by this Agreement falls during a scheduled 4-10 hour work week, Friday may be used to facilitate the employee receiving a full 40 hour week. No employee may be penalized for refusal to work Friday under this provision.
WESTERN AREA (including McLeod and Meeker Counties) Four (4) ten (10) hour days, Monday through Thursday in the Western Area and McLeod and Meeker counties is permitted, with Friday as a make-up day if time is lost due to inclement weather Monday through Thursday of a scheduled four 10 hour work week. If an employee declines to work Friday as a make-up day, that employee shall not be penalized.
- E. **RESIDENTIAL CONSTRUCTION WORK ONLY** – If an employee is prevented from working by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time hourly rate. All work performed in excess of forty (40) hours, or eight (8) hours in any one day will be paid at time and one-half (1-1/2). If an employee declines to work Saturday as a make-up day, that employee shall not be penalized. Sundays and Holidays may not be used as a make-up day.
- F. When conditions make it necessary to work more than one shift, any extra shifts shall be considered night shifts and shall work seven (7) hours and receive eight (8) hours pay. An unpaid rest period of at least one-half (1/2) hour shall be taken in the middle of all shifts; the same employees shall not work on more than one (1) shift; no extra shifts shall be started for less than four (4) days.
- G. It is agreed that in situations beyond the control of the Employer, in owner occupied buildings or facilities, the Employer may schedule all work, or portions of work, which start and end outside the normal workday. Provided such work is not part of a regular multiple shift operation, the first eight (8) hours of work is at straight time. In the event

such work is required, the Employer will provide the Union with advance notification that work is being performed outside the regular work schedule.

ARTICLE 23 - TOOLS

The Employer shall provide a proper storage place for employees to store tools; the Employer shall provide sanitary drinking water and toilets, and an adequately heated area in which the employee may eat lunch. While tools necessary for the job are in the care, custody and control of the Employer, the Employer shall indemnify each employee for tool losses caused by fire, wind, burglary and forcible entry up to the maximum of \$600.00. The employee shall provide in writing to the Employer, an inventory of tools, and updated regularly. The Employer shall furnish all power tools, cords and electrical accessories (to include cordless rechargeable tools). No employee shall be required as a condition of employment to furnish their own truck.

The Employer may establish a system of signing out for tools or equipment that are the property of the Employer and used by the employee. If the tools are not returned, the Employer is allowed to deduct the cost of the missing item from the wages of the employee that has signed out for the tools or piece of equipment. This does not include when tools and equipment are stolen; employees shall report thefts to the Employer immediately. The Employer may only deduct an amount representing the reasonable value of the missing item.

ARTICLE 24 – TRAINING FUND, APPRENTICESHIP, AND PRE-APPRENTICES

- A. The Employer shall contribute an amount specified per hour for each hour worked to a Training Fund to be known as the Carpenters Apprenticeship and Training Fund under a Trust Agreement, copies of which the Employer will receive and to which the Employer shall be automatically bound. A portion of the per hour contribution shall be contributed to the National UBC Funds.
- B. The parties to this Agreement recognize that OSHA requires that workers are trained in safety matters in order to be employed on work sites and Employers may require such training to be a condition of employment. It is also recognized that the cost of providing this training is the responsibility of the Employer but is also for the benefit of the employee, and therefore time spent in training will not be compensable. This fund and program shall be administered by the Apprenticeship & Training Trust and Committee.
- C. The parties agree to sponsor a “Recruitment Program” which will allow high school students to work on construction sites under supervision of a journeyman according to the guidelines/rules adopted by the Minnesota Department of Children, Families and Learning. The program shall be supervised by the “Joint Apprenticeship Committee.”
- D. Apprenticeship
 - 1. The employment of apprentices shall be encouraged and promoted, and all employment will be governed by area standards.
 - 2. Apprentices shall be indentured under Minnesota law, including mandatory attendance at school and their employment shall be in accordance with the Department of Labor and Industry governing carpenter-apprentices.

3. The ratio of apprentices to journeymen on any job shall not exceed 1 apprentice to 1 journeyman on a jobsite basis, nor 1 apprentice to 2 journeymen on a payroll basis.
4. The Employer and the Union agree to use every legal means to keep apprentices steadily employed actually learning the trade. When necessary, apprentices may be transferred from one Employer to another.

E. Pre-Apprentices

1. The established pre-apprenticeship percentage is calculated on the normal hourly base wage rate.
2. The ratio of pre-apprentices is one pre-apprentice for each indentured apprentice employed by the Contractor.
3. A pre-apprentice will not displace a journeyperson or indentured apprentice.
4. Pre-apprentices will not work unsupervised. If legal requirements for a particular job do not allow for wage payments under the pre-apprentice category, then the pre-apprentice category may not be used on that job.
5. A pre-apprentice can be placed in any of the percentage tiers of the pay schedule based on his/her experience or qualifications.
6. The pre-apprentice may enter the four (4) year apprenticeship program at any time.
7. If the pre-apprentice does not enter the apprenticeship program, he/she may advance according to the wage chart and can be frozen when the eighty percent (80%) wage rate is reached.

ARTICLE 25 – WORK DUES

- A. During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its constitution and by-laws, and the Union shall notify the Employer in writing, from time to time as changed by the Union, of the specific amount of money to be deducted. The amount deducted shall be payable to the fringe fund administrator on behalf of the North Central States Regional Council of Carpenters, for and on behalf of its affiliated Local Unions, monthly by the fifteenth (15th) day of the month following the month in which the required amount is deducted and such amount shall be remitted in accordance with all of the applicable provisions and requirements of Article 15 above.
- B. The Employer agrees to deduct an amount referenced by this Article from contributions otherwise payable to the Savings Plan as identified by Article 18 and Article 15(N) of this Agreement, The Parties recognize that certain existing executed authorization forms reflecting a deduction from contributions to the Vacation Fund provide a legal basis for the deduction from contributions to the employee's Savings Plan. The Union will ensure that the proper authorization card is signed by the employee for deduction of dues from wages.

If it is deemed that the authorization was not effective, or was not obtained from the employee by the Union, the Union agrees to reimburse the employer, if the employer is required to reimburse the employee for unauthorized deductions.

ARTICLE 26 – CCA/MDPA INDUSTRY FUNDS

Those signatory to this Agreement shall contribute either to the Carpentry Contractors Association (CCA) or the Minnesota Drywall & Plaster Association (MDPA) according to the terms of this Article. These funds shall be used to support and promote the respective interests of the Union carpentry and drywall industries. The fund shall also be used for purposes associated with the negotiation and administration of this Agreement, related training programs, and fringe benefit funds.

Employers signatory to this Agreement performing any work other than drywall work agree to contribute three cents (.03) to the CCA Industry Fund.

Employers signatory to this Agreement performing drywall work agree to contribute ten cents (.10) to the MDPA Industry Fund.

The industry fund contributions described herein may be modified by the CCA or MDPA, respectively, at any time during the term of this agreement. If you have questions regarding the Industry Funds, please contact the Association Office at 651/633-6774.

ARTICLE 27 – LABOR MANAGEMENT

The parties agree to establish a labor/management committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Union. The committee will meet monthly to review areas of labor/management cooperation and joint promotion activities.

In addition, by unanimous consent the committee can review the existing Agreement in order to address projects where there is competition from non-signatory Employers. Any administration cost borne by the committee will be paid for by the CCA/MDPA Fund.

A. The Labor User Contractor Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program, copies of which are on file with the CCA/MDPA and the North Central States Regional Council of Carpenters, is incorporated herein by reference and is made a part of the collective bargaining agreement between the North Central States Regional Council of Carpenters and the CCA/MDPA currently in effect.

Employers may require drug and alcohol testing of employees and applicants for employment, including random testing, if the Employer has adopted a written drug and alcohol testing policy complying with the provisions of the LUC Program and applicable statutes.

The parties agree to establish provisions to allow the contractors to perform random drug/alcohol testing in accordance with applicable statutes, providing the North Central States Regional Council of Carpenters has representation in the development of these provisions and is in agreement with the final draft.

- B. **WORKER'S COMPENSATION PROGRAM:** It is agreed to establish an optional jointly managed Worker's Compensation Program, providing the North Central States Regional Council of Carpenters is in agreement with the final draft of said program, and has representation as a trustee of the same.

The parties agree to enter into an Agreement and Declaration of Trust for the establishment of a Construction Crafts Worker's Compensation Fund (hereinafter the "Fund") to provide Worker's Compensation benefits to eligible employees under this collective bargaining agreement. This Fund will be administered by an equal number of Employer trustees and Union trustees, and will be funded by contributions from Employers on behalf of employees covered by this collective bargaining agreement.

It is the purpose of this 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 contributions to this Fund shall be established by the trustees and may be changed from time to time.

- C. **SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM:** The Union and the Employers agree that both parties have an interest in establishing and maintaining a drug-free workplace and resolve to establish a Substance Abuse Testing and Assistance Program ("Program") that is maintained 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 \$.xx per hour contribution into a joint labor-management trust formed for the purpose of administering the program. Copies of the trust agreement will be provided upon request. The funding will begin upon the date May 1st immediately prior to the implementation of the program. (For example, if the program is to be implemented November 2011, then a \$.xx contribution will commence May 1, 2011). This is an Employer contribution; in the event that the program is terminated, then the contribution will discontinue for the Employers. Under no circumstances will this article or any negotiations, signing, or implementation of the program pursuant to this article be considered an opener or re-opener of the Agreement, or subject to any work stoppage.

- D. **FAIR CONTRACTING FOUNDATION – LABOR MANAGEMENT COOPERATIVE COMMITTEE (LMCC):** Effective May 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. § 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.

Employer contributions to FCF shall sunset at the expiration of this Agreement pending negotiations of the Successor Agreement.

- E. During the term of this agreement, the Union, the CCA/MDPA and AGC are hereby enabled to form a labor management cooperation committee for the purpose of reimbursing employees for the cost of tools and tool replacement. Any cost associated with such an LMCC will be allocated by the Union from the total package described in this Agreement.
- F. **Minnesota Construction Industry Workforce Initiative (MCIWA):** Upon written, mutual agreement, the parties may participate in and fund the MCIWA program through a Labor-Management Cooperation Committee Trust Fund. If the CCA and the MDPA and the Union agree to fund MCIWA, a one-cent (\$0.01) contribution will be added to the total package to fund MCIWA. The parties agree to meet on and discuss this initiative on or before 1 May 2020.

ACCEPTANCE OF AGREEMENT

BETWEEN

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

and

CARPENTRY CONTRACTORS ASSOCIATION

and

MINNESOTA DRYWALL AND PLASTER ASSOCIATION

ALL WAGE AREAS

2019-2022

(Expires April 30, 2022)

**CARPENTRY CONTRACTORS
ASSOCIATION**

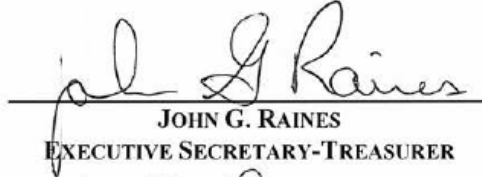


**WILIAM GRIMM
EXECUTIVE DIRECTOR**

June 5, 2019

DATE

**NORTH CENTRAL STATES
REGIONAL COUNCIL
OF CARPENTERS**



**JOHN G. RAINES
EXECUTIVE SECRETARY-TREASURER**

6-13-19

DATE

**MINNESOTA DRYWALL & PLASTER
ASSOCIATION**



**JOHN NESSE
EXECUTIVE DIRECTOR**

June 5, 2019

DATE

**FLOORCOVERING ADDENDUM BETWEEN
THE MINNESOTA FLOORCOVERING CONTRACTORS ASSOCIATION (“MFCA”) AND
THE NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS
EFFECTIVE MAY 1, 2019 THROUGH APRIL 30, 2022**

ARTICLE 1. PARTIES AND DURATION

This Addendum is hereby made to the Agreement between the North Central States Regional Council of Carpenters and the Carpentry Contractors Association and the Minnesota Drywall and Plaster Association (“Commercial Carpenter Agreement”).

The Parties to this Addendum hereby adopt this Addendum as the successor agreement to the Minnesota Floorcovering Industry Agreement between Interior Systems Local 68 (formerly Local 596) of the North Central States Regional Council of Carpenters and the Minnesota Floorcovering Contractors Association (“Local 596 Agreement”) and any employers bound to such agreement independently. This Addendum shall be binding upon employers belonging to the multiemployer bargaining unit represented by the Minnesota Floorcovering Contractors Association and it shall be binding upon any employers becoming signatory to this Addendum independently.

The parties acknowledge that this Addendum covers a separate and distinct bargaining unit as compared to the bargaining unit covered by the Commercial Carpenter Agreement to which this agreement is attached. The parties hereby adopt by reference all Articles from the attached Commercial Carpenter Agreement except as specifically excluded or modified herein. Where a conflict exists between the Commercial Carpenter Agreement and this Addendum, the terms of this Addendum shall supersede the Commercial Carpenter Agreement.

The Union recognizes the Minnesota Floorcovering Contractors (“the “Association”) as the bargaining agent for each Employer who has so authorized the Association to bargain on its behalf for all work performed under this Addendum. The Associations agree to furnish to the Union a list of such Employers upon request. Upon such authorization, the Employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to the Addendum of which the Employer will receive a copy. Individual Employers who have not so authorized the Associations shall, by becoming party to this Addendum, also become part of said multi-employer bargaining unit, and said Employer authorizes the Association to negotiate successor agreements to this Addendum on its behalf. The Employer adopts all provisions of any successor agreements entered into between the Association and the Union. The Employer may withdraw from the multi-employer bargaining unit only if the Employer submits written notice of its withdrawal to the Association and the Union in writing at least sixty (60) but not more than ninety (90) days prior to the date of this Addendum or of any renewal date hereof. Notice to the Association shall constitute notice to each and all members of the multi-employer bargaining unit.

This Addendum shall remain in full force and effect through April 30, 2022. All terms of this Addendum shall take effect May 1, 2019.

The Parties to this Addendum have the right to terminate or amend this Addendum by giving notice to the other party sixty (60) days before the expiration date of this Addendum. Failure to give such notice shall cause this Addendum to be renewed automatically from year to year thereafter until either party provides written notice to terminate or amend this agreement within sixty (60) days

prior to the anniversary of the expiration date. Any employer not a member of the multi-employer bargaining unit under this Addendum that fails to provide sixty (60) days notice to the Union of its intent to amend or terminate this Addendum shall become bound to the successor agreement negotiated between the Union and the Association.

ARTICLE 2. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees who perform work within such collective bargaining unit for all present and future job sites within the geographical jurisdiction covered by this Addendum.

ARTICLE 3. SCOPE OF FLOORCOVERING WORK DEFINED

This Addendum shall cover all Floorcovering Work, as defined herein traditionally performed by the Employer and assigned to employees under this Addendum or predecessor Agreements, anywhere within the geographical jurisdiction of the Commercial Carpenter Agreement including but not limited to distribution, assembly, disassembly, application, and installation of any and all construction products and systems regardless of trade name or craft claimed jurisdiction as applied to Floorcovering Work.

Floorcovering Work shall be defined as: -

The cutting, fabrication, fitting, installing, to be cemented, tacked, or otherwise applied to its base, wherever it may be on floors, walls, or countertops, any and all materials traditionally performed by Floorcoverers under this Addendum whether used as a decorative or as acoustical covering including the removal of existing and the preparation of said substrate, all accessories necessary for the application and completion of related project. The repair of the above mentioned materials, the covering of walls with above mentioned materials and the installation of artificial turfs, synthetic materials, seamless decorative floors and the like, is to be covered by the jurisdiction of this Addendum and all other work coming within the Floorcovering jurisdiction of Local 68 (formerly Carpet, Linoleum, Resilient Tile Layers, Local # 596).

Should the Employer desire to engage in work covered by the Commercial Carpenters Agreement, the Employer agrees to abide by the terms, conditions, and wage schedule that is currently in effect with the Union, copies of such agreement and wage schedules have been provided to the Employer who consents to such applicable agreement.

ARTICLE 4. WORK CONSERVATION

- A. The parties will continually monitor the effectiveness of this Addendum relative to market conditions so that this Addendum can be modified where necessary to assure work opportunities for employees and the competitive position of the Employers. Such modification may take the form of adjusting this Addendum for a particular project, portion of a project or area to put signatory contractors in a more competitive bidding position. Such modifications must be reduced to writing and signed by an authorized representative of the Union and an authorized representative of the Employer. The Union will provide notice of a Work Conservation offer to all signatory employers that the Union knows to be pursuing the project(s) involved with the Work Conservation offer.

- B. In the event the Union offers an employer more favorable wages and benefits and/or working conditions than are contained in this Addendum, the Union shall provide copies of such terms to the Association and discuss such terms and conditions to reconcile such differences.

ARTICLE 5. MATERIAL HANDLERS

- A. The Employer and the Union have a work classification called Material Handler. The Employer may hire at their option to fill this classification. It shall be a condition of employment for those employees hired into the classification that they become members of the Union. The work defined for this classification shall consist of prep work and application of adhesive, installing tackless strip, padding, filling, rolling carpet with roller, material handling, warehousing, delivery to job sites, placing materials on job sites, pickup and delivery of shop tools such as rollers, sanders, take-up machines, senior stretchers, removal of old materials and sanding in preparation for floorcovering, assisting the journeyman in moving appliances and furniture, and assisting the cutter in the shop. Except as otherwise allowed under this Section, Material Handlers will not use any tools involving any installation of floorcovering and formica installation on the job site. No trimming, seaming or stretching.
- B. The wage for Material handlers will be \$15 per hour effective 5/1/19. The wage for Material handlers will be \$15.50 per hour effective 5/1/20. The wage for Material handlers will be \$16 per hour effective 5/1/21. The Material handler shall receive a Savings Plan contribution of 25 cents per hour worked. Local union dues and working dues for Material handlers shall be determined solely by the Union.
- C. Material Handlers who should at some time become floorcovering apprentices, shall receive two hundred (200) hours credit for each six (6) months of service, up to a net total credit on their apprenticeship of one thousand (1,000) hours.
- D. It would be a violation of this Addendum to use a Material Handler on the job site in any phase of the installation. A violation of this Section by the employer shall disqualify the Employer from hiring this classification.
- E. Only one (1) material handler for every three (3) journeymen or to suit the needs of the industry as determined by the employer and the Union. Material Handlers that work in the warehouse or that drive truck are not included for the purposes of the ratio. Material Handlers who can show proper student status are not included for the purposes of the ratio.
- F. The Employer agrees to make an earnest effort to select new apprentices from this classification.
- G. Employers must inform the Union in written form prior to hiring an individual as a Material Handler.

ARTICLE 6. FRINGE BENEFITS

- A. Article 15, Sections M and N of the Commercial Carpenter Agreement are hereby modified by this Addendum as follows:

M. Fringe Funds and Designated Depository. Employers covered by this Addendum shall pay the contributions required to be made to the Funds listed in accordance with this Addendum to the following funds via the depository identified by this Addendum, or such depository as may be designated by the Trustees from time to time. Such contributions shall be sent together with the required remittance reports for the following funds to the designated depository.

Designated Depository

Minnesota Carpenters/Floorcoverers Fringe Benefits
Administrator: Wilson McShane,
3001 Metro Drive, Suite 500, Bloomington, MN 55420
952-854-0795

Fringe Benefit Funds/Dues

Twin City Floorcovering Industry Pension Fund Carpenters and Joiners Defined Contribution Plan Carpenters and Joiners Welfare Fund
Twin City Floorcovering Industry Apprenticeship Training Fund
Carpenters International Training Fund
Carpenters Savings Plan Working Dues Promotional Fund MFCFA Industry Fund

N. Under predecessor Agreements, Employers made contributions to the North Central States Regional Council of Carpenters Vacation Fund (“Vacation Fund”). The Parties direct that effective upon June 1, 2013, all contributions formerly directed toward the Vacation Fund shall be henceforth contributed as “Savings Plan” contributions made to the Carpenters Federal Credit Union, or such other financial institution designated by the Union. The Savings Plan hereby established is not a jointly trustee Taft-Hartley Plan, but rather an allocation from the gross taxable wage toward an individual savings account for each employee working under the terms of this Addendum. All payment, delinquency, and collection provisions of this Article shall apply to Savings Plan contributions. Nothing in this Section shall be interpreted to restrict any means of collection of Savings Plan contributions, nor the collection of an amount equivalent to dues through Savings Plan contributions.

- B. The actuary for the Twin City Floorcovering Industry Pension Fund (the Plan) has certified that the Plan, for the Plan year beginning August 1, 2010, is in critical status as that term is defined in the Pension Protection Act of 2006. As a result of the Plan being so certified the Trustees of the Plan are required to adopt and the part of this Addendum are required to implement a Rehabilitation Plan. The Trustees have adopted a Rehabilitation Plan dated December 8, 2010, and have communicated it to the bargaining parties by notice dated December 22, 2010. The Rehabilitation Plan contains two alternative schedules which the bargaining parties may adopt: the Default Schedule and the Preferred Schedule. The bargaining parties have negotiated to adopt the Preferred Schedule, effective December 22, 2010. The Preferred Schedule is hereby attached to and incorporated into this Addendum as though a part thereof.
- C. Employers signatory to this Addendum shall contribute to the Minnesota Floorcovering Contractors Association Industry Fund according to the terms of this Addendum. Contributions to the MFCFA Industry Fund are instead of and not in addition to the industry fund contributions required under the Commercial Carpenter Agreement. These funds shall be used to support and promote the respective interests of the union floorcovering

industry. The fund shall also be used for purposes associated with the negotiation and administration of this Addendum, related training programs, and fringe benefit funds. The current contribution rate is \$0.15 per hour. The industry fund contribution described herein may be modified by the MFCA at any time during the term of this Addendum. If you have questions regarding the MFCA Industry Fund, please contact the Association Office at (651)633-6774.

D. 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.

E. Whereas, the Parties agree that a variable rate defined benefit (variable annuity) pension design is a positive step forward for the employees and employers, to improve benefit sustainability and alleviate unfunded benefit liability;

Whereas, the employers may agree to make an additional contribution to the pension plan if, but only if, the Board of Trustees unanimously approves a complete conversion of the current benefit/design accrual to a variable benefit design/accrual;

Now therefore, if the trustees of the Floor Covering Industry Defined Benefit Pension Plan develop a variable benefit design, a funding rehabilitation plan that fully converts the legacy benefit design to a variable benefit design, and, prior to December 31st of any year prior to expiration of this Agreement, the Board of Trustees unanimously adopts or resolves to adopt that variable benefit design and that funding rehabilitation plan (which adoption or resolution shall include all necessary steps to effect the benefit design and rehabilitation plan), the bargaining parties will meet to review and consider an additional pension contribution subject to agreement of the bargaining parties based upon the calculation of the actuary of the cost of conversion of the pension plan. This additional amount shall be used to fund the variable benefit design.

If a variable benefit design is adopted by the Board of Trustees and the additional contribution requirement is triggered, the following provision will apply: in the event that the hourly contribution required to fund the legacy liability of the pension is reduced, which decrease shall be determined exclusively by the Board of Trustees, that portion of the additional contribution requirement subject to such reduction shall be deducted from the total package.

F. The Parties to this Agreement agree that the Trustees of the Carpenters and Joiners Defined Contribution Pension Plan and the Carpenters and Joiners Welfare Fund may implement a plan design by which contributions to both aforementioned plans are combined. The combined contribution rates to the Carpenters and Joiners Defined Contribution Pension

Plan and the Carpenters and Joiners Welfare Fund shall remain unchanged in the aggregate, but the contributions to each of the two respective plans may vary, in accordance with such plan design, based upon actions of the respective plan trustees.

ARTICLE 7. WORKING HOURS AND WAGES

- A. The employer and the union may agree to work forty (40) hours per week, Monday through Thursday, or Tuesday through Friday, with no more than ten (10) hours work in each day, if mutually agreeable in writing between both parties. Overtime work, except as otherwise herein provided, shall be paid at one and one-half (1 ½) times the regular wage rate. All straight time hours must be established between the hours of 6:00 AM and 6:00 PM.

If a holiday recognized by this Addendum falls during a scheduled 4/10 work week, the Friday or Monday (where applicable) may be used to facilitate the employee receiving a full forty (40) hour week. No employee may be penalized for refusing to work such Friday or Monday under this provision.

- B. Journeyperson Wages for Floorcovering Work:

- 1. Metro (A Area from Commercial Carpenter Agreement):

		<i>Deductions</i>		<i>Fringe Benefits</i>									
	Percent (%)	Gross Wage	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	LMCF (Promo)	UBC Fund	Fair Contracting	Total Package	Employers Industry Fund
Journeyperson	100%	\$38.84	-\$1.65	-\$1.55	\$9.31	\$8.19	\$1.93	\$0.76	\$0.10	\$0.10	\$0.02	\$59.25	\$0.15

Negotiated Increases to the metro journeyperson total package:

- May 1, 2019, \$2.10
- May 1, 2020, \$2.05
- May 1, 2021, \$2.00

- 1. The Union shall allocate negotiated annual increases prior to their effective date. Annual negotiated increases shall become effective on a Monday as follows: a) if the annual increase date (e.g. May 1st) falls on a Sunday, Monday, Tuesday, or Wednesday, the allocated increase shall become effective on Monday of that week; or, b) if the annual increase date (e.g. May 1st) falls on a Thursday, Friday, or Saturday, the increase shall become effective on Monday of the following week.
- 2. Wage areas outside Metro Area A-1: Effective the Monday of the week in which the union distributes the wage allocations to the affected employers, the floorcoverer journeyperson total packages for areas outside Metro Area A-1 shall match each Commercial Carpenter Agreement wage area outside of Metro Area A-1 with allocations to benefits determined by the Union. The over/under \$1 million dollar wage rates for areas C-1 South and C-2 South are applicable on a total project cost basis.
- 3. Foreman shall receive one dollar (\$1.00) per hour premium pay in excess of the

journey person contract hourly rate. On a job where four (4) or more layers are employed, one (1) layer with two (2) or more years of service as a journey person shall be designated as foreman and shall be paid the foreman's premium rate of pay. Such foreman shall be a member of Local No. 68, and shall accept all responsibilities required of a working foreman. Effective 5/1/20, the Foreman premium will be \$1.50 above scale. Effective 5/1/21, the Foreman premium will be \$2.00 above scale.

4. The parties agree that prior to the execution of any successor agreement to this agreement, a meeting between the union and the signatory employer(s) representing a majority of the hours worked in the Rochester, MN area will be held in Rochester, MN to review local market conditions and discuss Rochester, MN area wage rates.

C. Journey person Wages for Residential and Wood Frame Floorcovering Work

1. Residential/Wood Frame Floorcovering Work shall be defined as :

- a. any floorcovering work above grade involved in the erection, remodeling or finishing of a wood framed structure or any wood framed portion of any structure,
- b. any floorcovering work above-grade involved in the erection, remodeling or finishing of a steel stick framed structure up to six (6) levels, provided that the intended use is for a residence or residences, or
- c. any floorcovering work involved in the remodeling of any structure six (6) levels or less in total height regardless of structural materials provided intended use is for a residence or residences.

Residential/Wood Framed Floorcovering Work shall not include floorcovering work performed in or on structural concrete or structural steel construction projects, nor shall it include floorcovering work performed in or on structural concrete or structural steel portions of projects, even if such projects are intended for residential use, except as described in the definition of Residential/Wood Framed Floorcovering Work contained herein.

Residential/wood frame apprenticeship wages shall be based upon the gross residential/wood frame wage set forth in this Addendum as applied to the hours progression and schedule of benefits in the Commercial Carpenter Agreement effective for apprentices indentured on or after June 1, 2013. Apprentices indentured before June 1, 2013 shall be paid wages according to this Addendum as applied to the hours progression and schedule of benefits applicable at the time of their indenture.

- D. Wage package allocations are to be determined by the Union with the exception of the industry fund contribution.
- E. Incentive Pay. The Employer may implement and use an incentive pay system provided that employees are paid hourly wages and benefits in accordance with this Addendum for all regular and overtime hours worked.

Single Family Area A	outside	<i>Deductions</i>		<i>Fringe Benefits</i>			DC Pension	Apprentice/ Education	LMCF (Promo)	UBC Fund	Fair Contracting	Total Package	Employers Industry Fund
		Percent (0%)	Gross Wage	Savings	Dues	Health							
Journey person	100%	\$23.65	-\$1.65	-\$0.95	\$9.31	\$7.38	\$1.08	\$0.76	\$0.10	\$0.10	\$0.02	\$42.40	\$0.15

ARTICLE 8. APPRENTICES AND TRAINING

- A. It is agreed that an adequate system of apprenticeship shall be established and maintained. The Apprenticeship Standards of the Joint Apprenticeship Committee comprised of four (4) members of the Union and four (4) Employers shall be made a part of this Addendum. The Joint Apprenticeship Committee shall have the authority to formulate all rules and regulations governing apprentices and to provide for an adequate apprenticeship program. Such rules and regulations, when adopted, shall be recognized as a part of this Addendum.
- B. One (1) apprentice may be employed by an Employer for every one (1) journeypersons. Under no circumstances shall the number of apprentices exceed the number of journeypersons on the job site except as otherwise agreed between the Employer and the Union.
- C. Except as described in Section 7, apprentices will be paid according to the following schedule:

APPRENTICE HOURS ACTUALLY WORKED	PERCENT OF JOURNEYPerson WAGE (Plus full fringe package)
0-1,000	50%
1,001-3,000	55%
3,001-4,000	65%
4,001-5,000	70%
5,001-6,000	75%
6,001-7,000	80%
7,001-8,000	90%

- D. Each journeyperson installer must attend at least two (2) floorcovering seminars planned, scheduled at reasonable times, approved by the Joint Apprenticeship Committee, and attended by a Joint Apprenticeship Committee member or their representative, in any given contract year between June 1st and May 31st in order to qualify for their next pay increase. Proof of attendance will be furnished each attendee by the Joint Apprenticeship Committee.

Should a journeyperson be unable to attend the scheduled seminars, they may make up the subject matter by attending journeyperson upgrading classes. The length of time required for each makeup class shall be determined by the Joint Apprenticeship Committee.

The JATC shall administer the INSTALL certification test. Employers shall schedule employees to get INSTALL certification testing during this contract cycle with reasonable

notice to the member. The worker will not be paid for the day. Employers may select INSTALL certified workers before not yet certified workers from the out of work list.

In the event the Employer provides journeyman upgrade training, said Employer will provide attendance records to the JATC.

ARTICLE 9. TRAVEL

- A. Effective 5/1/2019, Article 19 (Travel Outside District) of the Commercial Carpenter Agreement shall apply to work performed under this Addendum.
- B. The Employee's mileage between the Employer's shop or office and any job site, and between any two job sites, shall be paid by the Employer at \$0.40 per mile, provided that the Employee is incurring such mileage in his/her vehicle in performance of his/her job duties. When free parking is not available, the cost of parking the employee's vehicle shall be paid by the employer.

ARTICLE 10. EMPLOYERS

- C. The Union agrees not to enter into an agreement with an Employer unless the Employer is employing at least one journeyman. Under no circumstances nor at any time during the period of this Agreement shall the Union furnish Union members to Employers who are not signatories to this Agreement except to qualify such Employer for the purpose of becoming a party to this Agreement. The word "Employer" as defined for the purpose of this Article shall mean any individual or group of individuals who are responsible for the operation, control and liability of such business and who maintain the following requirements:
 - 1. Shop must have at least seven hundred fifty (750) square feet of space and cannot be in a garage or any part of one's residence nor in conjunction with any other firm.
 - 2. The owner must employ at least one (1) journeyman other than the owner or spouse of an owner effective
 - 3. In the event an owner, or the spouse of an owner (partner, shareholder/employee, etc.) works with the tools of the trade, that owner, or spouse of an owner (partner shareholder/employee, etc.) must participate in all the Twin City Floor Coverers Fringe Benefit Funds. They must have a minimum of one hundred sixty (160) hours per month in fringe benefit contributions paid on such person's behalf to the Twin City Floor Coverers Fringe Benefit Funds.
- D. The Employer shall carry Workers' Compensation, Social Security, and Unemployment Insurance on all employees covered by this Agreement. Where work is performed under circumstances where the provision of the Minnesota Unemployment Compensation Law is not applicable, the employer agrees to elect to be covered pursuant to Minnesota Statute 268.11, Subdivision 3.
- E. Employers colluding with employees to violate this Article will be subject to the dispute resolution process in Article 10. The Trade Board may assess a penalty of up to double the amount of the actual damages caused by the Employer's collusion.

- F. Any Employee working for the Employer signatory to this Agreement who is accused of doing contract work on their own may be called to appear before the Trade Board and may be assessed a fine of up to six (6) days' pay and up to a one (1) week suspension. Employees performing work covered by the Addendum for non-signatory employers, or for signatory employer at inferior terms and conditions shall be subject to the Union's Constitutional charge and trial procedure.

ARTICLE 11. TOOLS

- A. Journeyperson must own the requisite standard assortment and quality of tools and accessories essential to the efficient performance of their work.
- B. The following tools are to be considered as shop equipment and furnished by the Employer: Power stretcher, tile cutter, blow torch, formica files, necessary knives, power tools, and cleaning equipment.
- C. Employees issued tools by their Employer shall sign a receipt of such tools which will include a promissory note as part of the receipt. The promissory note shall cover only the following:

Electric Stapler	Blow Torch	Power Stretcher
Seam Iron	Tile Cutter	Carpet and Linoleum Roller

All tools issued by an Employer to employees must be returned to the Employer by the employee when the employee is requested to do so by the Employer.

- D. If tools issued to an employee by an Employer are stolen from a secured job site or during the working day, the employee signed for the tools will be responsible to provide prompt notice within twenty-four (24) hours of the employees return to the job site and discovery of the loss (theft) to the Employer of such loss (theft).
- E. Employer agrees to furnish replacement parts and blades for any carpet, linoleum trimmers furnished by employees.

MINNESOTA FLOOR COVERING CONTRACTORS ASSOCIATION

By:  Date: 7/11/19
 Authorized Representative

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

By:  Date: 7/29/19
 Authorized Representative

**WORK CONSERVATION AGREEMENT
BETWEEN
THE MINNESOTA FLOORCOVERING CONTRACTORS ASSOCIATION (“THE MFCA”)
AND
THE NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS (“THE NCSRCC”)**

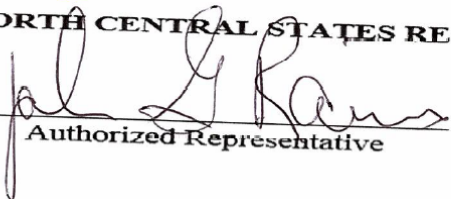
- A. This Work Conservation Agreement is attached to the Floorcovering Addendum between the MFCA and the NCSRCC. This Work Conservation Agreement is effective June 1, 2013. The parties agree that they will meet to discuss the status of this Work Conservation Agreement in January of 2015. This Work Conservation Agreement shall renew with each successor agreement to the Floorcovering Addendum unless or until its termination is specifically bargained for and mutually agreed upon by the parties.
- B. This Work Conservation Agreement shall be binding upon the NCSRCC and the employers belonging to the multiemployer bargaining unit represented by the Minnesota Floorcovering Contractors Association. Additionally, it shall be binding upon any employers becoming signatory to this Addendum independently.
- C. Floorcovering work performed in the counties of Blue Earth, Waseca, Morrison, Mille Lacs, Benton, Stearns, the western half of Sherburne, Meeker, McLeod, LeSueur, Rice, Goodhue, Wabasha, Steele, Dodge, Winona, Faribault, Freeborn, Mower, Fillmore, Houston, Sibley and Nicollet shall be governed by the District 4 subcontracting language in the Commercial Carpenters Agreement under the following conditions:
 - 1. The employer is performing floorcovering work covered by the Agreement for an owner or contractor that is not signatory to a labor agreement with the Union; and,
 - 2. The Employer is performing floorcovering work for which prevailing wages at union scale do not apply; and,
 - 3. It is not economically feasible for the employer to self-perform the project.
- D. This Work Conservation Agreement shall not be used with the specific intent of avoiding or subverting the terms of the Agreement.

MINNESOTA FLOOR COVERING CONTRACTORS ASSOCIATION

By: 
Authorized Representative

Date: 7/11/19

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

By: 
Authorized Representative

Date: 7/29/19

AGREEMENT AND SIGNATURE PAGES FOR NON-ASSOCIATION MEMBER CONTRACTORS

The Employer hereby agrees to be bound by the terms and provisions of the commercial/residential Collective Bargaining Agreement between the North Central States Regional Council of Carpenters (“Union”) and the Carpentry Contractors Association (“CCA”) covering such work and the geographical area in which such work is performed. The Employer also agrees to be bound by the terms and provisions of the Residential/Wood Framed Addendum to the Agreement between the Union and the CCA. The Employer further agrees to be bound by any renewals, additions, modifications, extensions and subsequent Agreements between the Union and the CCA. In all areas within the geographical jurisdiction of the Union where there is no CCA Agreement, then the Employer will be bound by such other agreement maintained by the Union in that area.

In addition to the other terms and conditions of employment set forth in such Agreement between the Union and the CCA, or such other applicable agreement, the Employer specifically agrees to be bound by all provisions with regard to fringe benefits, including pension, health and welfare, vacation, industry promotion, apprenticeship training and any other fringe benefits covered by the Agreement. The Employer hereby acknowledges that it has received a copy of this Independent Agreement and the Agreement between the Union and the CCA, or such other applicable agreement. This Agreement shall remain in full force and effect until such time as it is terminated in writing by the Union or the undersigned Employer pursuant to the termination provisions of the CCA Agreement or such other applicable agreement.

If this Agreement is signed for or on behalf of a corporation, then the person signing the Agreement not only binds the corporation but agrees to be bound individually to the full and faithful performance of all the terms and provisions of this Agreement. The Union has claimed and the Employer has verified and acknowledges that the Union represents a majority of the Employer's employees in an appropriate bargaining unit for purposes of collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement.

In the event the owner (partner, shareholder/employee, etc.) or spouse of an owner works with the tools of the trade, the owner/spouse may be covered by the Carpenters Fringe Benefit Funds. They must have a minimum of one hundred sixty (160) hours per month in fringe benefit contribution paid on such person's behalf to the Carpenters Fringe Benefit Funds.

IN WITNESS WHERE OF, the parties have executed this Agreement this

_____ day of _____.

**NORTH CENTRAL STATES
REGIONAL COUNCIL OF CARPENTERS**

Regional Council Name

Print Name of Contractor

BY _____
Signature of Business Representative

BY _____
Signature of Contractor Representative

Print Name of Business Representative

Print Name of Contractor Representative

Address of Union

Address of Contractor

City/State/Zip Code

City/State/Zip Code

Telephone Number

Telephone Number

Fax Number

Fax Number

Worker's Compensation Number

Unemployment Comp. Number

Federal Employer ID Number (FEIN)

Bonding Company Bonding Number