

**ASSOCIATED CABINET
MANUFACTURES**

FINISHERS AGREEMENT

**SEPTEMBER 01, 2019-
AUGUST 31, 2023**

Finishers Agreement

This Agreement is made and entered into by and between those members of the **Associated Cabinet Manufacturers, Design Workshops and Plant Architectural Woodwork, Inc.**, who are hereinafter referred to individually as the **EMPLOYER**, and the **AUTO, MARINE & SPECIALTY PAINTERS LOCAL UNION #1176**, affiliated with the International Union of Painters and Allied Trades, hereinafter refer to as the **UNION**.

ARTICLE I- TOTAL COMPENSATION

Effective September 1, 2019, the Employer shall make lump-sum hourly compensation increases to Journeyperson Finishers each year during the term of this Agreement as follows:

Year 1 (September 1, 2019):	Increase of \$1.25 per hour;
Year 2 (September 1, 2020):	Increase of \$1.25 per hour;
Year 3 (September 1, 2021):	Increase of \$1.25 per hour;
Year 4 (September 1, 2022):	Increase of \$1.25 per hour.

The foregoing amounts are intended by the Parties to be the sole, maximum wage and benefit increases made by the Employer during the term of this Agreement. As such, those above-referenced increases are intended to pay for any and all health & Welfare Maintenance of Benefits contribution increases, in addition to any and all wage, Pension and/or Holiday & Vacation contribution increases during the term of this Agreement.

It being the sole obligation of the Members to cover the full cost of any and all increases in Health & Welfare contribution rates from those aforementioned annual lump-sum compensation increases, to the extent that any provision of Article XI- Health & Welfare- conflicts with the intention of the Parties in this regard, such provision shall be deemed inoperable and void as a matter of law.

Section A: Wages

Journeyman Finishers' Straight-Time Rate:
(Working in the shop)

<u>Sept 01, 2019</u>	<u>Sept 01, 2020</u>	<u>Sept 01, 2021</u>	<u>Sept 01, 2022</u>
*	*	*	*

* (Allocated per Schedule A) (Needed annually one week before contract date.)

Working in the Field – (see Articles VI and VII)

Helpers:

Helpers shall be entitled to wages equivalent to 58.5% of the Journeyman straight-time wage

Spray Gun Operators:
(Working in the Shop) Additional \$0.50 per hour

Working in the Field - (see articles VI and VII)

ARTICLE II – APPRENTICES

Section A:

The minimum wage rate of Apprentices shall be as follows, based upon a percentage of the straight-time Journeyman wage rate:

1 st 6 Months- 50%	4 th 6 Months- 80%
2 nd 6 Months- 60%	5 th 6 Months- 90%
3 rd 6 Months- 70%	6 th 6 Months- 95%

Thereafter the Journeyman rate.

Section B: Journeyman required

No Apprentice shall be allowed to work without the presence of a Journeyman, except that all apprentices sent to jobs shall be accompanied by a Journeyman until said Apprentice has had two and one half (2 ½) years of experience at the trade.

Section C: Ratio

The employment of Apprentices shall not exceed one (1) Apprentice to every two (2) or major fraction thereof Journeyman Finishers and/or Spray Gun Operators combined. Each shop is entitled to employ one (1) Apprentice regardless of the number of employees.

ARTICLE III- FOREMAN

A Foreman working in the shop shall receive a minimum of \$1.25 per hour more than the shop Journeyman rate. When three (3) or more Journeymen work in a shop, a working Foreman shall be in charge and so compensated in that capacity. One (1) of the three (3) Journeymen may be designated as the Foreman.

ARTICLE IV- SPRAYPERSON

Section A:

One (1) man in each shop where spraying is done shall be classified as the senior Spray person and shall be paid Spray persons wages regardless of the amount of time each person sprays.

Section B:

Journeyman Finishers shall be paid a minimum of four (4) hours spray rate for each day spray operations are conducted. Additional spray pay will be paid based on actual time spent spraying during the second half of the shift.

ARTICLE V- DISABLED EMPLOYEES

A person that is disabled by age, physical or mental disability or other infirmities may be employed at an hourly rate of wages below minimum wage rate established by this Agreement, provided he/she shall have first obtained written permission or dispensation from this Union.

ARTICLE VI- HOURS OF WORK

Section A: Regular Workday

Eight (8) hours shall constitute a regular workday in the shop. The regular workday shall be between 4:00 A.M. and 4:00 P.M. Five (5) days shall constitute a regular workweek from Monday to Friday inclusive. The Letter of Understanding between the Employer and the Union dated January 27, 2005; further defining the workday is incorporated by reference herein as "Addendum A" and is made part of this Agreement.

Section B: Hours at Site

Hours of work at the site shall be 80% of the wage rates of the Bay Area Painters and Decorators Joint Committee except on Davis-Bacon Projects.

Section C: Wash up Time

There shall be a five (5) minute wash-up time before lunch and before quit work time.

Section D: Jury Duty

When an employee working under the jurisdiction of this agreement is unable to report for work on his/her regular workday by reason of jury duty, as defined below, he/she shall, upon furnishing written proof of such service, be reimbursed the difference between jury pay and the straight-time pay he/she would have received had he/she worked an eight (8) hour day. Such reimbursement shall be limited to a maximum of ten (10) days per calendar year. The term "jury duty" shall mean that the employee is impaneled and actively serving as a juror in a case at trial.

Any employee called for jury service on any regular workday shall report to his Employer for work for such time as may be available prior to the hour he/she is required to be in court, and shall report back to his/her Employer upon being excused from court, and any employee who fails to so report waives his/her right to reimbursement for time lost as herein provided.

Employees will present proof of service, including time served and amount of pay received. Jury duty shall not apply in any case where an employee voluntarily seeks jury duty.

Employees in a layoff status shall not be eligible for pay under this Section.

ARTICLE VII- OUT OF TOWN WORK

On outside work where better conditions exist as per the Bay Area Painters Agreement, the same conditions shall apply to Local #1176 members while engaged in such work. Any finisher sent to work outside the shop shall not receive less pay than he/she would have received had he/she continued a full day in the shop. Transportation, travel pay and subsistence shall be paid in accordance with the Bay Area Painters Agreement.

ARTICLE VIII- OVERTIME

The overtime wage rate shall be as follows: The first two (2) hours in excess of the regular (8) hour shift and the first eight (8) hours on Saturday shall be paid at the rate of

time and one-half (1 ½). All overtime hours worked beyond the above hours will be at the double time rate (2).

ARTICLE IX – VACATIONS

All employees shall be entitled to a vacation subject to the following conditions:

Section A: Continuous Service

For the purpose of this Article, a year of continuous service shall be defined as the vacation year which shall start at the date of hire of the employee involved and shall end one year hereafter. Vacations shall be earned at the end of each anniversary year and may be taken in accordance with Section G herein. For vacation purposes, continuous service shall be defined as service uninterrupted by an absence of thirty (30) days or more during the vacation year.

Section B: Two Weeks Vacation

Each employee with one (1) year of continuous service in the employ of the employer shall be entitled to two (2) weeks vacation.

Section C: Three Weeks Vacation

Each employee with five (5) years or more of continuous service in the employ of the employer shall be entitled to three (3) weeks vacation. Employees entitled to three (3) weeks vacation may be required to take them non-consecutively.

Section D: Holiday during Vacation

If a holiday occurs during that calendar week in which the vacations are taken by any of the employees, an additional vacation day may be taken.

Section E: Vacation Schedules

Vacations shall be taken at a time mutually agreeable to the employer and the employees.

ARTICLE X- HOLIDAYS

Section A: Recognized Holiday

Recognized unpaid Holidays are New Years Day, day before or after New Years Day, Martin Luther Kings Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, the day before Christmas and Christmas Day. By mutual agreement, the day before and/or after the Holiday may be changed to another date. Holiday pay is funded- see Article XIX.

Section B: Holidays falling on the weekend

Should a Holiday provided for in this section fall on a Saturday or Sunday, the day observed by the State or Nation shall be considered the Holiday.

Section C: Work on Holidays

Employees who are required to work on recognized Holidays shall be paid at the rate of two (2) times the regular hourly wage rate.

ARTICLE XI. PAYMENTS TO TRUST FUNDS

A. TRUST FUNDS - Current Trust Funds - This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly administered Trust Funds:

• **District Council 16 Northern California Health & Welfare Trust Fund**

-Beginning September 01, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of ten dollars and forty five cents (\$10.45) per hours worked to the District Council 16 Northern California Health & Welfare Trust Fund.

• **IUPAT Pension**

B. TRUST AGREEMENTS - The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

C. TRUSTEES - Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Northern California Painting & Finishing Contractors Association shall appoint their Trustees in accordance with their bylaws.

D. PAYMENTS TO TRUST FUNDS AND OTHER FUNDS

(a) Other Funds - The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Administrative Dues Check-Off, Organizing Dues Check-Off, Unity Action Dues Check-Off, Vacation/Holiday Fund and of the IUPAT Pension pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreement of the District Council 16 Northern California Health & Welfare Trust Fund.

(b) Due Date - All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

(c) Liquidated Damages and Interest Assessments - Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorneys' fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Trust Fund.

(d) Economic Action - If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such

Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

(e) Rights and Remedies - The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.

(f) Place of Payments - All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, NCPFC and the Union, and on such forms as they may require.

(g) Minimum Contribution Rates - The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.

(h) Payroll Inspection - The Administrator of the Trust Funds referred to in Section 1 above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.

(i) Time Records - Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of the employees social security number, the job or job's names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.

(j) Electronic Record Keeping - Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.

(k) Checks and Check Stubs - Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name and shall include:

- (1) Total straight time hours worked and the rate of pay;
- (2) Total overtime worked and overtime rate;
- (3) Total gross wages paid, including pay for Travel Time;
- (4) Deductions itemized; and
- (5) Net pay for period.

(l) Failure to Keep Records - If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

E. AUDITS OF RECORDS - The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including but not limited to, the following:

- (a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.
- (b) Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
- (c) The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.

- (d) Copies of all fringe benefit returns of the Employer's prepared for filing with the Trust Funds for each month.
- (e) Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
- (f) Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
- (g) Individual employee's time records including but not limited to all Travel Time Calculation Sheets as required by Article 10, Section 14(a) for each employee of Employer.
- (h) Records of each job involving application work covered by this Agreement, to the extent that such records exist, including:
 - (1) Name and address of owner of property where work covered by this Agreement was performed;
 - (2) Name and address of the general contractor for whom the work was performed;
 - (3) Street address where work covered under this Agreement was performed;
 - (4) Total payroll cost of each job;
 - (5) Name and address of each person who performed work covered by this Agreement on each job; and
 - (6) Total material cost of each job.
- (i) Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
- (j) Disbursement Journal of the Employer.
- (k) Payroll Journal of the Employer.

Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman painter's wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an Employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

F. BONDING

- (a) Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.
- (b) Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

G. TRANSFER OF MONEY FROM BENEFIT FUNDS TO WAGES

- (a) During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between NCPFC and the Union.
- (b) Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

H. ERRONEOUS PAYMENTS - An Employer shall be entitled to credit against future employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Funds' policy on overpayments of contributions, including but not limited to the following conditions:

(a) **DC 16 Health & Welfare Trust:** Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund.

I. FRINGE BENEFIT COVERAGE FOR OTHER EMPLOYEES - Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the employer, which may incorporate the rules of this Article by reference.

J. HEALTH AND WELFARE, DENTAL, DRUGS, AND VISION

(a) Employer will have the option of paying for Employee's Health & Welfare coverage as follows:

1. **Bank Option:** Payment of current hourly contribution for all hours worked in the month.
2. **Guaranteed Option:** Payment on 130 hours per calendar month (calendar month is defined as the 1st day of the month to the last day of the month) for any Journeyperson, level 2, and level 3 Apprentice who is employed by the Employer on any day of the month. Level 1 Apprentice employees will receive payment on all hours worked at the current contribution rate. The Employer will pre-designate the option selected upon signing this agreement and will not be allowed to switch options for the life of this Agreement.

(b) For a work related injury, the Employer agrees to guarantee health and welfare benefits for three (3) months following the date of injury. For a non-work related injury, the Employer agrees to guarantee health and welfare benefits for one (1)

month following the date of injury.

ARTICLE XII- PENSION

The International Union and Industry pension Fund. The only agreement between the Employer and the Union, parties to this Agreement, regarding pensions or retirement for Journeyperson and Apprentices covered by this Agreement is as follows:

Commencing with the first day of May, 1990, and for the duration of this Agreement and any/all renewals or extensions thereof, the employer agrees to make payments to the International Union and Industry Pension Fund for each Journeyperson and Apprentice covered by this Agreement as follows:

For each hour or portion thereof, for which a Journeyperson or Apprentice received pay, the employer shall make a contribution to the above named Pension Fund as follows:

-Beginning September 01, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$7.08 to the IUPAT Industry Pension Fund. (FIP II)

-Beginning September 01, 2018, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$8.08 to the IUPAT Industry Pension Fund. (FIP II)

-Beginning September 01, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$9.12 to the IUPAT Industry Pension Fund. (FIP II)

ARTICLE XIII- UNION REPRESENTATIVES

Business Managers and Business representatives of the Painters Local Union No. 1176 and/or District Council No. 16 shall have access to all shops during working hours at their own risk.

ARTICLE XIV – DISCHARGE AND UNION SECURITY

There shall be no limitation on the employer as to whom he shall employ or discharge excepting that any working Foreman, working Superintendant, Journeyperson, Apprentice or Helper employed on work coming under the jurisdiction shall be a member of or shall within thirty (30) days after his/her employment begins, become and remain a member of the Painters Local Union No. 1176 / District Council No. 16, of the International Union of Painters and Allied Trades.

ARTICLE XV – LABOR CONTROVERSY

During the life of this agreement, the Union will not initiate, authorize or condone any strike, picketing, work stoppage or work slowdown and the employer will not lock out the employees.

ARTICLE XVI – GRIEVANCE PROCEDURE

Any and all disputes between the parties concerning the interpretation or application of this agreement and arising during the term of this agreement shall be handled in accordance with the following grievance procedures:

Step 1. The aggrieved party must submit a written grievance to the other party within five (5) days of having knowledge of the alleged violation. Within five (5) working days, the parties shall attempt to adjust the matter at the shop level.

Step 2. If the grievance cannot be resolved at the shop level, then a grievance committee comprised of two (2) members selected by the individual employer and two (2) members selected by the Union shall meet within seven (7) calendar days to hear the grievance. A decision by a majority of the committee shall be final and binding, enforceable in the same manner as an arbitration award.

Step 3. If the grievance committee can not satisfactorily adjust the grievance, it may be submitted to final and binding arbitration before an impartial arbitrator. If the parties can not agree on an arbitrator, the arbitrator shall be selected from a panel of five (5) names to be supplied by the Federal Mediation and Conciliation Services. The arbitrator may not amend, alter, add to or subtract from the terms of this agreement. The expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XVII- BEREAVEMENT PAY

In the event of a death in the immediate family (Father, Mother, Father-in-Law, Mother-in-Law, Wife, Husband, Son, Daughter, Brother, Sister,) the employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral or memorial service. The day or days must fall within the employee regular scheduled workweek.

The above time shall be included in the computation of vacation pay, but not Health and Welfare or Pension contributions.

ARTICLE XVIII-VACATION AND HOLIDAY FUND

The employer hereby agrees to become part of the Vacation and Holiday Fund administered by HSBA covering the Cabinet Manufacturers Industry and shall pay the contribution rates listed below on all hours worked.

All employees with five (5) years of employment with one employer will receive \$3.55 per hour for every hour worked. All other Journeypersons including new employees will receive \$3.12 per hour for every hour worked. All Journeypersons will be frozen at this rate.

Apprentices and Helpers Vacation and Holiday compensation will be calculated per the formula for Vacation and Holiday pay.

These contributions shall be due and payable on the first day of each month and shall include all hours worked during the previous month. Such payments shall become delinquent on the 20th day of the month and be subject to penalties as described in the applicable Trust documents.

Employers shall include in gross wages all contributions to the Vacation and Holiday Fund and pay all appropriate taxes including withholding taxes thereon before sending transmittal to the Fund office.

ARTICLE XIX- NEW HIRE RATE

Journeyperson Finishers who have not worked for an Associated Cabinet Manufactures employer in the last twelve (12) months may be paid at 80% of the Journeyperson rate for a trial period not to exceed ninety (90) days.

ARTICLE XX HELPERS

Each shop shall be entitled to employ one (1) Helper regardless of the number of employees. Thereafter, a shop may employ additional Helpers at the ratio of one (1) Helper for every two (2) Finishers.

A Helper may be an employee with limited skills whom cannot perform spraying or refinishing work usually performed by a Journeyperson or Apprentice.

It is the intent of the Helper to be of a general aid to a Journeyperson and can not be used to displace a Journeyperson, Apprentice or Trainee.

A Helper may be given first consideration for advancement into the Apprenticeship program.

A Helper shall be eligible for Health and Welfare and Vacation and Holiday contributions upon completion of a sixty (60) working day probationary period.

Helpers, after September 01, 1996, shall not be eligible for Pension contributions.

ARTICLE XXI PROBATIONARY PERIOD

A probationary period of sixty (60) working days shall be established.

During the probationary period, an employee may be discharged for any reason, which in the opinion of the employer is just and sufficient, except for legitimate Union activity.

Probationary employees are not entitled to Health, Welfare, Pension, Vacation or Holiday benefits.

ARTICLE XXII MEAL & REST PERIOD CLAIMS

Any dispute regarding an employer's failure to provide meal periods or rest periods as required by California law or this Agreement shall be submitted to the grievance procedure contained in Article XVI of this Agreement. It is the intent of the Parties that any and all claims for meal period and rest period violations arising under California law or this Agreement shall be submitted to arbitration and not be the subject of a court proceeding.

ARTICLE XXIII SAN FRANCISCO PAID SICK LEAVE ORDINANCE

The parties agree that to fullest extent permitted by law this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Code Section 12W, retroactive to February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

Any sick leave policies mandated by CA or Federal statutes will be abided with.

ARTICLE XXIV PRIOR AGREEMENTS

The Parties agree that any and all prior Letters of Understanding and Side Letters to this Agreement shall be incorporated by reference herein and made a part of this Agreement. As such, they shall be binding upon the parties hereto.

ARTICLE XXV TERMINATION AND RENEWAL

This Agreement shall remain in effect without changes from September 01, 2019 until August 31, 2023 and shall continue from year to year thereafter, unless notice is served in writing by either party upon the other not less than sixty (60) days and not more than one-hundred and twenty (12) days prior to the expiration. If a notice is given under this Article and a new Agreement is not reached by August 31, 2023, this Agreement shall forthwith terminate unless extended by mutual agreement of the parties.

Addendum A is part of this contract.

By: *Ra Bush* Date: 8-27-19
Design Workshops

By: *Richard M... ..* Date: 8-27-19
Specialty Painters Union Local No. 1176

By: *W. V.* Date: 8-27-19
PAW Inc.

-----ADDENDUM A-----

August 30, 2012

Chris Christophersen
Business Representative
Auto, Marine & Specialty Painters Union, Local 1176
8400 enterprise Way, Room 124
Oakland, CA 94621

Dear Chris:

Please allow this letter to confirm our discussion regarding Design Workshops' intention of adding a second shift to the Finishers' work day. According to the current Collective Bargaining Agreement ("CBA"), the "Regular Workday" is defined as eight (8) hours work which fall within the hours of 4:00AM and 4:00PM, Monday through Friday.

Given the level of Design Workshops' current work, we would like to split the Finishers into two separate shifts, as needed. We propose that the first shift begin at 4:00AM and end at 1:30PM. Excluding one-half-hour for lunch, the first shift typically would work a total of nine (9) hours each day. Because the first shift would fall within the regular workday hours, those working the first shift would be entitled to regular pay for the first eight (8) hours of work and overtime pay for the remaining one (1) hour of work, per the CBA. The Finishers' second shift would begin at 10:00AM and end at 7:30 PM. Excluding one-half-hour for lunch, the second shift would typically work a total of nine (9) hours each day. Because, under the terms of CBA, a portion of the second shift's workday falls outside of the regular workday, we propose that the Finishers who work the second shift seven (7) hours but receive eight (8) hours of regular pay. One (1) of the remaining two (2) hours of the shift would be paid at regular time, with the other one (1) hour paid at overtime. In the event that a Finisher works only seven (7) hours during the second shift, that Finisher will receive the full benefits contributions on all of the eight (8) hours paid. If, however, a Finisher works eight (8) or more hours during the second shift, he will not be entitled to benefit contributions on that one (1) additional hour paid to him by design workshops under the "7 for 8" compensation scheme.

Although the duration and frequency of a second shift will depend on our needs as they arise, we would like to have the flexibility to add a second shift as necessary. If this proposal is acceptable to you and your member, please acknowledge the same with your signature below.

Very truly yours,

Understood, accepted and agreed to,

DESIGN WORKSHOPS

PAINTERS UNION, LOCAL 1176

By: *Ron Beach* 8-27-12
Ron Beach

By: *Ronald M...*
Date: 8-27-12