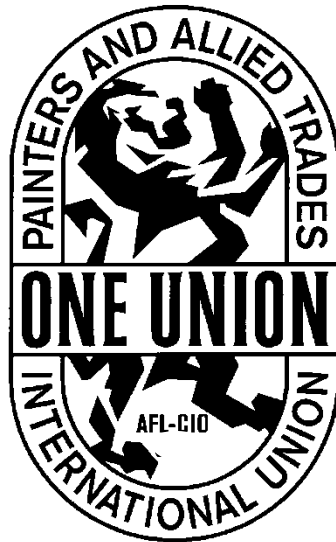


IUPAT DISTRICT COUNCIL 5
EASTERN WASHINGTON/NORTHERN IDAHO
MASTER AREA DRYWALL FINISHING AGREEMENT



June 1, 2016 – May 31, 2019

Table of Contents

	Page
Article 1	Scope of Agreement 1
Article 2	Definitions 2
Article 3	Union Security 2
Article 4	Employment of Work Force 3
Article 5	Show-up Time. 6
Article 6	Pre-Apprentice. 7
Article 7	Finisher Upgrade Program 7
Article 8	Stewards 8
Article 9	Hours & Working Conditions 8
Article 10	Wages Classifications. 11
Article 11	Transportation & Expenses. 12
Article 12	Health & Welfare Trust Contributions 13
Article 13	Check-off Administrative Dues. 14
Article 14	IUPAT Union & Industry Pension Fund. 15
Article 15	Apprenticeship & Training Fund. 16
Article 16	IUPAT Finishing Trades Industry Fund (IUPAT-FTI). 18
Article 17	IUPAT Labor Management Cooperation Fund (IUPAT-LMCI).. 19
Article 18	Apprenticeship. 20
Article 19	Labor Management Committee 21
Article 20	Drug & Alcohol Testing 22
Article 21	Violation of Agreement 22
Article 22	Grievance Procedure 24
Article 23	Arbitration Procedure. 24
Article 24	Addendums 25
Article 25	Saving Clause. 25
Article 26	Trust Contributions 26
Article 27	Duration 27
	Attachment A – Drywall Finisher Required Tool List

ARTICLE 1
SCOPE OF AGREEMENT

- 1.1 Drywall work as that term is used in this Agreement includes but is not limited to the following: All steps to execution of drywall finishing, spackling of all surfaces and application of texture finishes where adhesive materials are used, thin wall, radiant heat fill and all preparatory work of spotting, taping, finishing and sanding of joints and surfaces. Drywall work also includes the handling of all preparatory work incidental to drywall finishing of any surfaces. The grouting and caulking of door jambs, caulking between sheetrock walls and / or ceilings and adjoining walls, ceilings, and floors of other material, spray fireproofing, firestopping, application of exterior insulation and / or finishes, flushing of concrete, steel, wood, or plaster surfaces and all other work which is usually executed by drywall tapers and finishers; and the operation and care on the job site of all tools and equipment used by all trades coming under the jurisdiction of the International Union of Painters and Allied Trades.
- 1.2 Drywall work also includes work, materials, equipment or processes, which are substituted for the matters covered in Section 2 of this Article.
- 1.3 Painting work is as defined in the constitution of the International Union of Painters and Allied Trades, AFL-CIO; the National Joint Board decisions of record, and local area customs and practices.
- 1.4 This Agreement applies to drywall work to be done at the site of construction, alteration, painting, or repair of a building, maintenance, or other work. These terms are to be interpreted and applied in accordance with the National Labor Relations Act, as amended.
- 1.5 No limitations shall be placed on the work covered by this Agreement by reason of the surface, type of materials, or purpose for which the materials used are designed or intended.
- 1.6 Drywall Contractors signatory to this Agreement, who desire to do traditional painting work must become signatory to the Eastern Washington and Northern Idaho District Council No. 5 Painting Agreement.
- 1.7 This industry is recognized as a specialty craft and generally requires a specialty subcontractor who employs Drywall Applicators / Drywall Finishers and is therefore recognized as a Drywall Contractor. Any firm or individual doing Drywall work will be allowed to do so only under the provisions of the Agreement.
- 1.8 The Union agrees that Employers signatory to this Agreement will receive terms and conditions equal to those granted by the Union to any other employing agency engaged in areas of activities where the Employer signatory wish to compete.
- 1.9 Each Employer who is bound by this Agreement recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive bargaining representative of all that Employer's employees who are engaged in the performance of any drywall finishing and painting work within the Union's territorial jurisdiction.

ARTICLE 2
DEFINITIONS

- 2.1 Residential Construction shall be defined as all work connected with construction, alteration, and/or repair of all residential units, such as single dwelling duplexes, row houses, town houses and apartments, not to exceed four (4) stories in height.
- 2.2 Commercial/Industrial Construction shall be defined as all work other than Residential.
- 2.3 The term "Employer" shall be defined to mean any individual, firm, partnership, or corporation that installs, repairs, and/or finishes drywall applications and who shall employ at least one Journeyworker and who shall at all times maintain a permanent address as a principle place of business and a permanent business telephone and who, when working with tools, must observe all hours and working conditions as set forth in this Agreement.
- 2.4 The term "Union" shall be defined to mean District Council No. 5 and the affiliated Unions having jurisdiction over drywall taping and finishing.
- 2.5 "Journeyworker" is defined as an individual, including Spraypersons, who has completed a recognized apprenticeship course or has, and can show proof of, three (3) years' experience in the Drywall Taping Industry.
- 2.6 An "Apprentice" is defined as one who is learning the drywall trade and who is registered with and has been accepted by the local Joint Apprenticeship Committee.
- 2.7 A "Pre-Apprentice" is defined as an entry level position for a worker who desires to learn the drywall trade but is not yet registered with the local Joint Apprenticeship Program.

ARTICLE 3
UNION SECURITY

- 3.1 Employees included in the bargaining unit covered by this Agreement who are members of the respective Unions as of the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Unions.
- 3.2 Employees included in the bargaining unit covered by this Agreement who are not members of the respective Unions or hired on or after the effective date of this Agreement shall apply for membership in said Union on the eighth (8th) day after such effective date of continuous or accumulative employment within the unit and all employees who are accepted into the membership in the Union shall maintain their membership in the Union as a condition of employment.

- 3.3 The Employers, upon written request of the Union, shall discharge any employee within twenty-four (24) hours after receipt of such notice who fail to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union.
- 3.4 In the event an Employer willfully violates this Section of the Agreement, the Union is free to take any economic action against such contractor it deems necessary and such action shall not be considered a violation of this Agreement.

ARTICLE 4
EMPLOYMENT OF WORK FORCE

- 4.1 The Employer agrees that when new or additional employees are required, twenty-four (24) hours' notice in advance (Saturday, Sunday and holidays excluded) may be given to the Union so the Union may have a reasonable opportunity to refer applicants for vacancies to be filled. If the Union cannot meet this obligation the Employer may go elsewhere for its manpower.
 - a. The Employer shall be required to notify the Union by e-mail or phone on the date of hire of any employee hired from other sources to perform work covered under this Agreement. The Union will provide a proper dispatch for said workers upon notification. Such workers shall be required to become Members of this Union within eight (8) days of their hire date. All workers employed by any employer for work covered under this Agreement shall be properly dispatched by referral slip from the Local office.
 - b. The Union shall have the right to require the Employer to terminate any employee who has not met these requirements.
- 4.2 The Union shall maintain a list of available workpersons, on an open, nondiscriminatory basis. The Union shall refer applicants for employment, without discrimination against such workperson, or by reason of membership in the Union.
- 4.3 A copy of the hiring hall rules, as contained in this Agreement, shall be posted in the office of each Local Union.
- 4.4 Workpersons wishing to be placed on either the "A", "B", or "C" lists, must appear in person at, or call the appropriate hiring hall and register his/her name on the appropriate out-of-work list every month, by the tenth (10th) of each month.
- 4.5 Union Hiring Hall Lists
The out of work lists referenced as North and South will be as such: The North list will be members residing from the City of Spokane to the City Ritzville to be North, South and East of the City of Ritzville. The South list will be members residing between the City of Ritzville and Tri Cities, North, South and West of the City of Ritzville. Any Contractor may request from either the North or South list when requesting a dispatch. The local members to the project will be called first if no request of a specific list has been made from the Contractor.

"A" List shall consist of all applicants for employment who have demonstrated their craft knowledge by having worked for a period of two (2) consecutive years for Employers who have established collective bargaining relationships with IUPAT DC 5.

"B" List shall consist of all applicants for employment who can demonstrate their craft knowledge by demonstrating that they were employed as a Drywall Finisher for (3) consecutive years.

"C" List shall consist of all other applicants seeking employment as a Drywall Finisher.

4.6 Upon receiving a request for Drywall Tapers and in the absence of a specific request by name by the Employer, the Union will refer from the "A" list, then from the "B" list, and then from the "C" list. It is agreed that the Employer may request applicants by name from the "A" or "B" lists. Such request will be honored by the Union if said requests are made in writing, and the applicant is registered on the "A" or "B" list.

4.7 Special skills and foreman requests will be recognized if "A" or "B" list applicants having such skills are available. Request by name for special skills or foreman must be confirmed in writing within forty-eight (48) hours.

4.8 Mandatory Training Requirements

Taking effect July 1, 2014, as a qualification for dispatch, all Drywall Finishers shall have valid and current certification cards for the following Safety Classes:

CPR/First Aid	Boom / Scissor Lift User
OSHA 10	Fall Protection
Scaffold User	

4.9 a. The Union agrees that it will not permit its members to work for any Employer failing to provide satisfactory industrial accident insurance or failing to comply with federal laws on social security and withholding taxes or state laws on withholding taxes and rules and regulations on safety. Unemployment insurance must be carried on all employees. The Employer shall secure State and City Licenses.

b. Area of Work

1. The Employer agrees to be bound to this Agreement while working in the following counties in Eastern Washington; Okanogan, Chelan, Kittitas, Yakima, Douglas, Grant, Benton, Franklin, Walla Walla, Adams, Lincoln, Ferry, Stevens, Pend Oreille, Spokane, Whitman, Garfield, Asotin, Columbia and the Northern Idaho counties of Kootenai, Boundary, Bonner, Benewah, Latah, Shoshone, Nez Perce, Clearwater, Lewis, and Idaho County and any other territory granted to District Council 5 by the Executive Board of the International Union of Painters and Allied Trades. And will be bound by the Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon and Idaho when working in those areas.

2. a. The Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall request from the Local Union having the geographical jurisdiction dispatches for not less than fifty percent (50%) of the workers required for such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others may be employed as needed to meet Project requirements. All workers not members thereof shall be required to check in with the Local Union having geographical jurisdiction.
- b. The Employer party hereto shall, when engaged in work in the United States or Canada but outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where the Employer party signatory to this Agreement is not signatory with the affiliated Union that has a current effective agreement covering the geographical jurisdiction of such out-of-area work, the Employer shall perform such work in accordance with this Agreement and comply with all of the clauses of this Collective Bargaining Agreement that are not in conflict with any laws, rules, and/or regulations of said other geographic jurisdiction; and provided further that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and benefit package effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso the Health & Welfare, Pension fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the net difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.
- c. Preservation of Work Clause
 1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture,

wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

2. All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Labor Management Committee or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Labor Management Committee or Arbitrator shall be able also to provide any other appropriate remedies. Whether provided by law or this Agreement. The Union shall enforce a decision of the Labor Management Committee or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.
3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institutes legal action to enforce an award by an Arbitrator or the Labor Management Committee remedying such violation or defends an action that seeks to vacate such award, the Employer shall pay any accountants and/or attorney fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation that results from such legal action. This Section does not affect other remedies, whether provided by law or this Article, which may be available to the Union and/or the Joint Trust Funds.
4. No Employer shall be privileged to work on any job until they have at least one Journeyworker employed and they shall comply with the same regulations of hours of work as are applicable to Journeyworkers.

ARTICLE 5 **SHOW-UP TIME**

- 5.1 Any workperson, including new hires, ordered by the Employer reporting for work at the appointed time and place, who is not put to work, shall receive two (2) hours pay as reimbursement for the expense of so reporting unless such employee has been given prior notice by the contractor or his agent not to report to work, or unless failure to be put to work is caused by the non-drying surfaces or other conditions beyond the control of the contractor.

- 5.2 Employees, whose work is suspended by conditions definitely beyond the control of the contractor, shall receive pay for actual time worked. The rates in all cases shall be applicable straight time or overtime rates. When an employee is required to stand by, whether he/she is kept on the job or sent home to return later to complete his/her day or shift, no time shall be deducted nor the day shift be extended to make up for such stand-by time.

ARTICLE 6
PRE-APPRENTICE

- 6.1 a. "Pre-Apprentice" - No Employee shall hold this position longer than 500 hours. Pay will be 50% of the applicable Journeyman Rate with no fringe benefits.
- b. May perform clean-up and masking and other tasks which do not require the use of tools of the trade.
- c. Each Company is limited to two (2) "Pre-Apprentices or up to two percent (2%) of their workforce whichever is greater. No Pre-Apprentice may be hired unless at least one Drywall Finisher Apprentice is also employed by the Employer.
- d. Pre-Apprentices shall be required to join the Union and pay the same administrative processing fees as an Apprentice.
- e. Any Contractor found in violation of this Section shall be restricted from utilizing Pre-Apprentices.

ARTICLE 7
FINISHER UPGRADE PROGRAM

- 7.1 Qualification
- a. An employee who is registered as a Journeyworker finisher, but who does not possess the necessary skills to perform in a Journeyworker manner may, with the consent and approval of the employee, Employer, and the Union become a part of the Finisher Upgrade Program.
- b. The employee's wage under this Article cannot be less than seventy-five percent (75%) of the Journeyworker wage, plus all fringes and will be subject to a five percent (5%) increase after each seven hundred fifty (750) hours worked. Members subject to this clause shall be offered an opportunity to enter into the Apprenticeship Training Program in order to maximize their potential success in the industry.
- c. Any Employer found abusing the program will be denied participation in the Finisher Upgrade Program for a period to be determined by the Labor Management Committee.
- d. This Article is not applicable on Prevailing Wage Projects.

ARTICLE 8
STEWARDS

- 8.1 The Union shall have the authority to appoint a job steward in any shop or on any job. No steward shall be discharged for the performance of his duties pertaining to Union affairs. The job steward shall be allowed necessary time to conduct business of the Union. The Employer shall notify the Union prior to layoff or termination of any steward. In the event of a reduction of workforce, the steward shall be accorded priority in being retained, provided they are qualified to perform the remaining work. The authority of job stewards as designated by the Union shall include, but not be limited to, the following duties and activities:
- a. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement.
 - b. Notification to the Business Representative of the Union of any grievances not adjusted to his or her satisfaction after presentation to the Employer's representative.
 - c. The Business Representative of the Union shall be allowed on the job where employees or signatory Employers are working. It shall be the obligation of the Employers to assist wherever possible in arranging for the Business Representative to visit the job.
 - d. There shall be no non-working Stewards.

ARTICLE 9
HOURS & WORKING CONDITIONS

- 9.1 a. Five days shall constitute a week's work, Monday through Friday or four 10 hour days Monday–Thursday or Tuesday–Friday. If circumstances warrant, with the consent of the Employer and the employee, Saturday may be used as a make-up day at the straight time rate to insure a forty (40) hour work week.
- b. All hours in excess of ten (10) hours per day or excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).
- 9.2 The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, and Christmas Day. If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be considered as a holiday. The overtime rate of time and one-half (1½) shall apply to these days. Double time (x2) shall be paid for holidays and Sundays.

9.3 Three Shift Operation

On a three shift operation, the following shall apply:

First Shift: The regular hours of work on the first shift of multiple shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 6:00 a.m. and 6:00 p.m.

Second Shift: The second shift shall be seven and one half (7½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for eight (8) hours at the straight time hourly rate.

Third Shift: The third shift shall be seven (7) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for eight (8) hours at the straight time hourly rate.

9.4 Special Shifts

When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, upon notification to the Union by the Contractor, a special shift may be worked at the straight-time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work. If employees are called back to the job without receiving an eight (8) hour break between shifts, they shall continue at the applicable overtime rate.

9.5 Time Cards and Payment of Wages

- a. All wages shall be due and payable weekly on a regular pay day and not later than Friday, except where additional time is requested and found to be to the mutual advantage of both parties concerned. Wages maybe paid by, lawful currency enclosed in an envelope, or by negotiable check, or Direct Deposit, or by a Paycard that allows for the employee to access their funds at no additional cost. The user agreement for Paycards will be supplied to the employee. Payment method shall be authorized by the employee. All methods of payment shall require a document listing all deductible items, showing the employer's and employee's names, hours worked, both regular and overtime, and the amount due. All payment methods shall conform with all provisions pertaining to payment of employees as required by Federal and State Laws.
- b. Employees who quit, are laid-off, or discharged must be paid in full by the next regular payday.
- c. Upon failure of the Employer to pay within the stipulated time, all waiting time shall be paid for at a rate of one and one-half (1 1/2) times. However, said waiting period shall be figured not to exceed the regular workday out of twenty-four (24) hours. In the case of an out-of-town contractor, a reasonable time arrangement must be allowed to secure the employee's pay but in such cases, the waiting period shall not start until the beginning of the second shift in which the discharge or lay-off occurred. Members of the Union must immediately report any waiting time to

the representatives of the Union and not later than 12:00 noon of the following day after said wages are due and payable. Employees with a grievance pertaining to any compensation for wages, travel, room and board, shall file, in writing, such claim with their employer and the District Council as soon as possible but not later than fifteen (15) days following the grievance.

- d. The refunding of wages earned (commonly referred to as "kickback") by a member of the Local Union or the acceptance of such refund (or "kickback") by an Employer as defined herein shall constitute a distinct and separate violation of the Agreement and shall necessitate such action as is herein stipulated under the Section covering violations.

9.6 All Journeyworkers shall be responsible for performance of their work on each job in a professional manner in compliance with the standard practices of the Trade.

9.7 Termination for Cause

- a. Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty four (24) month period, his or her hiring hall referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- b. A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Labor Management Committee and/or an arbitrator shall be final and binding.
- c. The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee composed of the members of the *Labor Management Committee* or, alternatively, if there is no Labor Management Committee, "composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and two (2) members appointed by the Employer Association may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

9.8 Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

9.9 Tools and Equipment

- a. Tapers shall furnish personal tools as noted in attached Attachment "A".
- b. The Employer shall furnish scaffold, rental tools, etc.
- c. Use of labor saving devices is considered and encouraged whenever practical and conducive to good drywall practice and workmanship. State safety standards for the use of any labor saving device shall be strictly adhered to at all times.

ARTICLE 10
WAGE CLASSIFICATIONS
 (See attached "Schedule A")

	Wage	H&W	Pension	Appr	LMCI	FTI	Total	Dues
June 30, 2015	\$23.80	\$6.13	\$ 5.54	\$0.43	\$ 0.10	\$ 0.10	\$36.10	3.3%
Upon Ratification	\$25.00	\$6.13	\$ 5.54	\$0.43	\$ 0.10	\$ 0.10	\$37.30	3.3%
July 1, 2017	\$25.00	\$6.29	\$ 5.54	\$0.43	\$ 0.10	\$ 0.10	\$37.46	3.3%
June 1, 2017	\$26.00	\$0.32*	\$ 5.54	\$0.43	\$ 0.10	\$ 0.10	\$38.78	3.3%
June 1, 2018	\$27.00	\$0.32*	\$ 5.54	\$0.43	\$ 0.10	\$ 0.10	\$40.10	3.3%

*As part of the wage package, Management has included in year one \$0.16 to cover the July 1, 2016 anticipated Health & Welfare increase. In year two, Management has included \$0.32 to cover the first \$0.32 of any Health & Welfare benefit cost incurred. In year three, Management has included \$0.32 to cover the first \$0.32 of any Health & Welfare benefit cost incurred. Any of these amounts not needed to cover Health & Welfare benefit cost increases shall be added to the employees' taxable wage. Any additional amounts needed for any benefit cost shall be deducted from the wage package.

Apprentice wage scale:

1 st Bracket -	6 mos. with a min. of 750 hrs -	60% of Wages &	H & W Only
2 nd Bracket -	6 mos. with a min. of 750 hrs -	65% of Wages &	H & W Only
3 rd Bracket -	6 mos. with a min. of 750 hrs -	70% of Wages &	H & W + 50% Pension
4 th Bracket -	6 mos. with a min. of 750 hrs -	75% of Wages &	H & W + 50% Pension
5 th Bracket -	6 mos. with a min. of 750 hrs -	85% of Wages &	Full Benefits
6 th Bracket -	6 mos. with a min. of 750 hrs -	90% of Wages &	Full Benefits
Thereafter 100 % of Wages & Full Benefits			

10.1 Foreperson

- a. Leadperson: When the signatory Employer has four or more Drywall Finishers on the job they shall designate one Drywall Finisher as a Leadperson. Any Drywall Finisher (Taper) designated as Leadperson shall be paid at a minimum of an additional six and one-half percent (6½) per hour over the Journeyworker wage rate.
- b. Foreperson: When the signatory Employer has multiple crews of Drywall Finishers on a job or the Drywall Finishers on a job are not under the supervision of a Project Foreman they shall designate one Drywall Finisher as the Foreperson. Any Drywall Finisher (Taper) designated as Foreperson shall be paid at a minimum of an additional thirteen percent (13%) per hour over the Journeyworker wage rate.

10.2 Prevailing wage rates take precedence over Union wage rates.

ARTICLE 11
TRANSPORTATION & EXPENSES

- 11.1 a. Travel Pay is intended to reimburse Employees for their costs related to working out of town as such is intended to be a reimbursement not added compensation for labor performed and shall not have any “fringe benefits” added or calculated on these amounts.
 - b. For Travel Pay purposes the point for determining the distance to any jobsite in road miles shall be the Employer’s Shop, or the Employee’s home, whichever is closest to the jobsite.
- 11.2 It shall be defined that the Employer / Employee relationship begins each day only when the employee reports for work at the jobsite as directed by the Employer and ends each day when the employee’s shift ends. Nothing in this Article shall establish any other Employer / Employee relationship.

11.3 Travel Pay shall be determined as follows:

0 – 60 miles one way	Free Zone
61 – 100 miles one way	\$32.00 per day
101 or more miles one way	\$48.00 per day

- 11.4 a. Travel Pay will be waived if the Employer provides per diem, reimbursement for, or actual accommodations of equal or higher value.
- b. Employees working in the 101 or more miles one way zone and receiving Travel Pay, working 4-10 hour shifts shall receive five (5) days of Travel Pay.

ARTICLE 12
HEALTH & WELFARE TRUST CONTRIBUTIONS

12.1 Minimum Hours

Each Employer signatory to this Agreement must submit each and every month remittance reports showing payments of all fringes and the names of all employees and hours worked. It is mandatory that each Employer submit a monthly report even though they may have no employees working. Failure to report will result in your firm being placed on the delinquency list. Employers with no work may request to be placed on the Inactive list and shall not be required to submit reports as long as they have no hours or employees to report on.

12.2 The established Employees Painters Health & Welfare Trust Agreement (Spokane), are hereby made a part hereof and all signatories to this Agreement are bound by the terms of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

12.3 Trust Agreement (Health & Welfare) can be amended by a majority of the Trustees of the Trust voting to do so at a Special or regular meeting of the Trust. But, before said Trust Agreement can be amended or changed, the Trustees must give the Parties to this Agreement at least thirty (30) days written notice of their intent to change, so signatory contractors may submit comments.

12.4 Health & Welfare

Effective July 1, 2013 every Employer as defined herein shall contribute to the Employees Painters Health & Welfare Trust Fund the sum noted in the applicable "Schedule A" per hour for each hour worked by each employee covered by this Agreement.

12.5 It is the intent and purpose of the parties to this Agreement that administration of all fringe benefits, including the District Council Administrative Processing Fee shall be handled by the designated administrator. It is the prerogative of the Trustees to order such a change in administration of the trusts and they shall take whatever action they deem desirable but the parties to this Agreement believe that better and more efficient and less costly administration can be achieved by bringing all trust under one administrator, who shall have no duty but administration and shall not be subject to conflict of interest.

12.6 a. Employees brought into this area by out of area contractors shall have their fringes paid to the home Trust Funds. But the contractor shall pay the District Council 5 Administrative Dues, Apprenticeship fees, and any other agreed upon funds within this Agreement not considered fringe (i.e. Health & Welfare and Pension) on all compensable hours worked by out of area employees.

b. The out of area contractor shall notify the Union Representative of the names and Local Union affiliation of the out of area employees whom they will place on the job.

- c. Journeymen and Apprentices from out of the area must register with the Union in the area the work is to be performed.

12.7 If more money is needed for fringe benefits during this Agreement, the Union shall be allowed to increase the amount of contribution which will be deducted from the Employees' wages.

ARTICLE 13 **CHECK-OFF ADMINISTRATIVE DUES**

13.1 Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such employer during the term of this Agreement, administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:

- a. The Union will notify the Employer in writing of the amount of each administrative dues specified in the bylaws and will submit to the employer a copy of the bylaws or the applicable bylaws provision.
- b. For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- c. On or before the fifteenth (15th) day of each month, the Employer will remit to the Union the entire amount of administrative dues and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

13.2 When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other Union contain a provision for administrative dues or Business Representative "Assessment", the Employer shall check-off from the wages of employees covered by this Agreement and employed on the job, Administrative Dues or Business Representative "Assessment" in the amount stated in that other Unions bylaws, and shall remit said amount of that other Union. In that event, that other Union shall be acting as agent of the signatory Union for the purpose of policing and administering the Agreement. In performing the check-off, the procedure specified in Section 13.1. a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of Administrative Dues or Business Representative "Assessment" specified in its bylaws, and to submit to the signatory Employer a copy of the bylaws or the applicable bylaws provision. When the Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other Union contain no provisions for Administrative Dues or Business Representative "Assessment", the Employer shall continue to be bound by Section 13.1.

- 13.3 The obligations of the Employer under Sections 13.1 and 13.2 shall apply only to employees who have voluntarily signed a valid dues deduction authorization card.
- 13.4 At the time of the employment of any employee, the Employer will submit to each such employee for his/her voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the Employer, one copy retained by the employee and the other returned to the Union, the form to be supplied to such Employer by the Union.
- 13.5 On or before the fifteenth (15th) day of each month, the Employer will submit to the Union upon its request a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each employee during the month previous.

ARTICLE 14
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
UNION & INDUSTRY PENSION FUND

The only Agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

- 14.1 Commencing with the first day of June 2013, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
- a. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as set forth in this Agreement to the above named Pension Fund; the amount noted on the applicable Schedule "A" to be allocated to the IUPAT Union and Industry Pension Plan.
 - b. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - c. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Pre-Apprentices, trainees, and probationary employees.
 - d. The payments to the Pension Fund above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

- 14.2 The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
- 14.3 All contributions shall be made at such time and in such manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6, of the said Agreement and Declaration of Trust.
- 14.4 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.
- 14.5 The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for tax purposes.

ARTICLE 15
APPRENTICESHIP & TRAINING FUND

The Agreement between the Employer(s) and Union parties to this Agreement regarding payments to the District Council 5 Apprenticeship and Training Trust dba Finishing Trades Institute Northwest is as follows:

- 15.1 a. Commencing with the June 1, 2013, and for the duration of this Agreement, any renewals or extensions thereof, the Employer, as defined in this Agreement agrees to make payments to the District Council 5 Apprenticeship and Training Trust dba Finishing Trades Institute Northwest.
- b. For each hour, or portion thereof, for which an employee receives pay, the employer shall make a contribution in the amount as noted on the applicable "Schedule A" to the above named Apprenticeship Trust, commencing the first day of June 2013.
- c. For the purpose of this Article, each hour paid for, including hours attributed to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

- d. Contributions shall be paid on behalf of any employee starting with the employees first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Journeyworkers and others.
 - e. The payments to the Apprenticeship Trust required in Sections 15 a-d above shall be made to the District Council 5 Apprenticeship and Training Trust dba Finishing Trades Institute Northwest, which was established under an Agreement and Declaration of Trust dated March 10, 2005 as restated with amendments. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he/she had actually signed the same.
- 15.2
- a. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the District Council 5 Apprenticeship and Training Trust dba Finishing Trades Institute Northwest, such trustees as are now serving, or who will in the future serve, as Employer trustees, together with their successors as provided for in the aforesaid Trust Indentures. Should Employer trustees be appointed from the Eastern Washington Area they will be from Signatory Contractors to this Agreement and/or the Contractors Association recognized by this Agreement.
 - b. The Union hereby irrevocably designates as its representative on the Board of Trustees of the District Council 5 Apprenticeship and Training Trust dba Finishing Trades Institute Northwest, such as are now serving, or who will in the future serve, as Union trustees, together with their successors, as provided for in the aforesaid Trust Indenture and amendments.
 - c. The parties hereto further agree to be bound by all actions taken by the trustees of the District Council 5 Apprenticeship and Training Trust dba Finishing Trades Institute Northwest Fund pursuant to the said Agreement.
- 15.3 All contributions shall be made at such time and in such manner as the trustees require; and the trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Trust.
- 15.4 If an Employer fails to make contributions to the Painters' Trust fifteen (15) days after the date required by the trustees, such failure shall be deemed a violation of this Agreement, and the Unions shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties as may be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided for or set forth elsewhere in this Agreement.
- 15.5 The Apprenticeship Plan adopted by the trustees of said Apprenticeship Funds shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Apprenticeship Funds as a deduction for tax purposes.

15.6 District Council 5 and each of the Trusts shall be authorized to conduct such audits, as they deem necessary or appropriate for the purpose of ensuring compliance with the wage, fringe benefit and Trust provisions of this Agreement. Should any such audit reveal that the Employer has underpaid wages, fringe payments or Trust payments by willful violation, the Employer shall pay the cost of the audit.

15.7 Court Action To Recover Payments Due

The trustees shall be entitled to, and may file legal action for the collection of any and all contributions and/or liquidated damages due and owing by any and all Employers herein, and in the event such action is maintained and filed, in addition to recovering of payments due and owing. In the event it is necessary to file a legal action, the venue of such suit, for all Employers shall be in Spokane.

ARTICLE 16
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
FINISHING TRADES INDUSTRY FUND
(IUPAT-FTI)

16.1 The Agreement between the Employer(s) and Union parties to this Agreement regarding payments to the International Union of Painters and Allied Trades Finishing Trades Industry Fund (IUPAT-FTI) is as follows:

16.2 Commencing with the first day of June 2013, and for the duration of this Agreement, any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Finishing Trades Industry Fund (IUPAT-FTI) for each employee covered by this Agreement, as follows:

- a. For each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution as noted on the applicable Schedule "A" to the above named Apprenticeship Fund.
- b. Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Journeyworkers, trainees and probationary employees.
- c. The payments to the Apprenticeship Fund required above shall be made to the (IUPAT-FTI) which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he/she had actually signed the same.

16.3 a. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of International Fund (IUPAT-FTI) such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors as provided for in the aforesaid Trust Indentures.

- b. The Union hereby irrevocably designates as its representative on the Board of Trustees of the International Fund (IUPAT-FTI) such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
 - c. The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT-FTI) pursuant to the said Agreement and Declaration of Trust.
- 16.4 All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.
- 16.5 If an Employer fails to make contributions to the IUPAT-FTI within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Unions shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
- 16.6 The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Funds as a deduction for tax purposes.

ARTICLE 17
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
LABOR MANAGEMENT COOPERATION FUND
(IUPAT-LMCI)

- 17.1 Commencing with the first day of June 2008, and for the duration of this Agreement, any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Initiative (Fund) for each employee covered by this Agreement as follows:
- a. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as noted on the applicable Schedule "A" to the above named Fund.
 - b. For the purpose of this article, and wherever similar language is used in this Agreement, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

- c. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Journeyworkers, and other employees.
- 17.2
- a. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.
 - b. The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, together with their successors.
 - c. The Union hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors.
- 17.3 All contributions shall be made at such a time and in such a manner, as the Trustees require, and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
- 17.4 If an Employer fails to make contributions to the Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payment due together with the attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

ARTICLE 18
APPRENTICESHIP

- 18.1 It is agreed that the standards set forth by the Washington State Joint Apprenticeship Training Council are part of this Agreement.
- 18.2 The ratio of Apprentices to Journeyworkers shall be as follows: One (1) Apprentice shall be allowed in each shop for the first one (1) Journeyworker and one (1) additional Apprentice for each one (1) Journeyworker thereafter. With approval of the JATC, this may be modified, but may not to exceed a one to one ratio.

- 18.3 The Apprenticeship Agreement shall be signed between the individual Apprentice and the Committee. Both the Apprentice and an officer of the Committee shall sign the Agreement, which shall specifically bind the Apprentice to all conditions of the apprenticeship standards with the same force and effect as though expressly written therein. The following shall receive a copy of the Apprenticeship Agreement upon request:
- | | |
|---------------|------------------------|
| 1. Employer | 4. Registration Agency |
| 2. Apprentice | 5. Union |
| 3. Committee | |
- 18.4 Selection of Apprentices under the program shall permit equality of opportunity and be made from qualified applicants on the basis of qualification alone, without regard to race, creed, sex color and national origin.
- 18.5 Employers and members of the Union agree that all Apprentices working in the trade shall attend a school established for the training of said Apprentices and assist in the enforcement of rules and regulations now in effect and hereafter adopted by the Local Joint Apprenticeship and Training Committee and confirmed by the Washington State Apprenticeship and Training Council.
- 18.6 All Apprentices failing to attend classes where schools are established on times designated, except by legitimate excuse, may be subject to having his/her written indentureship to the committee cancelled immediately.
- 18.7 No Apprentice shall be sent to out-of-town work that will interfere or prohibit him or her from attending school classes on times designated for school. Any exceptions to this must be authorized by the Apprenticeship Coordinator
- 18.8 Drywall Taper Apprentices sent to jobs shall be accompanied by a Journeyworker until said Apprentice has at least six (6) months experience at the trade.
- 18.9 The Union shall currently have and maintain throughout the term of this Agreement a Certified Apprenticeship Program recognized by the State of Washington, encompassing the scope of work as addressed in Article 1.
- 18.10 This Agreement will recognize the Standards of the Apprenticeship Program approved by the State of Washington.

ARTICLE 19
LABOR MANAGEMENT COMMITTEE

- 19.1 There shall be established a local Labor Management Committee whose Employer members shall be designated equally by the Signatory Association and whose labor members shall be designated by the IUPAT District Council 5. The Committee may initiate action on its own, investigate, and hold hearings on damages and penalties for violations of the Agreement, issue interpretative rulings or other rules and regulations necessary to give force and effect to the purpose and intent of this Agreement, make amendments to or changes in this Agreement. Appoint or hire such

persons or committees as may be necessary to aid the Committee in the performance of its duties. The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, subsistence, transportation, travel time, overtime, hours of work, bond or any other such item as set forth in this Agreement. They may initiate or recommend audits of any Employers' records covering the above sums. It shall be their duty to see that the audits are conducted in a prescribed manner. Any expenses of the Committee will be borne equally by the parties to the Labor agreement. The Committee shall meet regularly and special meetings may be called by either party. It is agreed that any issue/change/amendment or matter coming before the committee for a vote shall be governed by unit voting.

ARTICLE 20 **DRUG & ALCOHOL TESTING**

- 20.1 a. Due to the hazardous nature of the work, the signatory parties agree to assign a Joint Labor Management Committee to mutually develop, approve, and implement an Industry-wide standardized mandatory Drug and Alcohol testing program/policy on or before January 1, 2014. By mutual agreement of the Labor Management Committee all of the policies and terms established therein shall become terms of this agreement. The cost of the testing program shall be paid by the Employers and/or their association.
- b. As of June 1, 2014 all workers shall be required to have a "current" (as defined in the approved testing policy) Drug Card, indicating their drug free status as a condition of dispatch and/or employment.
- c. Individual Company Drug and Alcohol testing policies and/or "Customer" (General Contractor or Owner/Developer) Drug and Alcohol testing levels, if more stringent shall be allowed as long as such policies are applicable to all employees of the Company and are in compliance with State and Federal Laws.

ARTICLE 21 **VIOLATION OF AGREEMENT**

- 21.1 Operation of a dual shop by an Employer is a violation of this Agreement and the Union shall take any and all legal and economic actions authorized by or arising from the terms of the Agreement to prevent operation of a dual shop and to assess the damages provided for in the following paragraphs:
- a. Any Employer member found to be operating a dual shop shall pay employees of the dual shop any additional pay to which the employees of the dual shop would have been entitled if the dual shop had been operating under the terms of the Agreement, from the date of this Agreement, and said Employer shall also make the payment which would have been required under any Articles of the Agreement

if the dual shop had been operating under the terms of this Agreement from the date of this Agreement. The payments provided for in the preceding sentence shall be made within thirty (30) days of a finding of the existence of a dual shop and additional twenty percent (20%) liquidated damages shall be paid on all payments required by this paragraph. Any individual, or group of individuals controlling, and/or any member of the Employer Association who also collectively hold twenty-five percent (25%) or more ownership in a dual shop shall be considered to be operating a dual shop for the purpose of this Agreement and shall be jointly and severally liable for the damages herein.

- b. Any Employer member of the Employer Association shall be entitled to submit, in writing, his/her belief that a dual shop exists, setting out the details of common ownership thereof. Said members of the Employer Association shall then be entitled to a decision within thirty (30) days by the Labor Management Committee as to whether a dual shop exists. If the Labor Management Committee determines that no dual shop exists, said complainant member of the Employer Association shall be entitled to put the matter before a board of arbitration consisting of one (1) member chosen by Labor and one (1) member chosen by the Contractors Association. The decision of said arbitration board shall be binding and the complainant member of the Employer Association shall bear the cost of the arbitration board if no dual shop is found to exist, provided that costs of the arbitration board shall be borne by the dual shop if one is found to exist.

21.2 The District Council signatory hereto shall have the right to immediately remove employees from any job, to strike, picket or take other legal economic action for the following violations of the Agreement:

- a. Non-payment of proper wages, subsistence or travel pay.
- b. Issuing of non-negotiable checks for or nonpayment of wages or fringe contributions.
- c. Non-payment or late payment of liquidated damages.
- d. Non-reporting of fringe contributions, including non-reporting when no employees are employed.
- e. Non-compliance with safety orders.
- f. Failure to submit all business records, books, and reports pertaining to the payment of wages and fringes covering employees in question, as ordered by the Trust.
- g. Failure to report a non-Union taper after eight (8) days of employment.

Any action taken by the Union shall be reported to the respective Committee and a violation of the Agreement may result in suspension of the Agreement privileges by that Committee. The Committee shall notify the Union of such suspensions and request the Union take action after the usual seven (7) days' written notice to the employer.

ARTICLE 22
GRIEVANCE PROCEDURE

- 22.1 In the event that a dispute, grievance, or difference of interpretation occurs, the following procedure shall be adhered to. A grievance is defined as a violation of the terms and conditions of this Agreement.
- 22.2 Step 1: A dispute, grievance or difference of interpretation must be presented, in writing, by the Union to the Employer, or by the Employer to the Union, within fourteen (14) working days of the occurrence, or of the date that the occurrence was discovered. The responding party shall have ten (10) working days to resolve the dispute, grievance or difference of interpretation. If it is not resolved, to the mutual satisfaction of the Union and the Employer, within ten (10) working days, the dispute, grievance or difference of interpretation moves to step two.
- Step 2: The Union/Employer filing the dispute, grievance or difference of interpretation shall submit, in writing, the dispute, grievance or difference of interpretation to the Labor Management Committee within five (5) working days of the non-resolution as described in Step 1. The Labor Management Committee shall hear the dispute, grievance or difference of interpretation no later than fifteen (15) working days after the receipt from the Union or the Employer. The Labor Management Committee must render a decision at this hearing shall be final and binding upon the parties. If the Labor Management Committee reaches an impasse on the dispute, the dispute, grievance, or difference of interpretation shall go to step 3.
- Step 3: Binding Arbitration. The dispute, grievance, or difference of interpretation shall be referred to arbitration under the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be equally shared by the Union and the Employer. Each party shall be responsible for their own costs of representation, witnesses, etc.
- 22.3 Upon the failure of the Union, or the Employer, to respond in a timely manner, or a non-response, shall allow for the advancement of the dispute, grievance, or difference of interpretation to Step Two. Time limits referred to in this Article shall be strictly adhered to, but may be extended by mutual agreement, in writing.

ARTICLE 23
ARBITRATION PROCEDURE

- 23.1 The Board of Arbitration shall consist of one member of the Labor Management Committee selected by the Union, and one member of the Labor Management Committee selected by the Association, and one other person who shall be selected in the following manner:

The representatives of the parties hereto serving on the Board of Arbitration shall obtain a list of approved arbitrators from the Federal Mediation and Conciliation

Service and shall select five (5) names there from. The representatives will then each strike two- (2) names from the list; the person whose name has not been struck from the list shall serve as arbitrator. The decision of the Board of Arbitration shall be final and binding upon both parties and the expenses of the third arbitrator shall be shared equally by the Union and the Employer.

- 23.2 Any party may request, in writing, within seventy-two (72) hours after an Impasse of decision by Labor Management Committee to seek Arbitration. Any such notification shall be sent to the Labor Management Committee members. Within fifteen (15) days following notification, the Board shall be selected and the case shall be in process.
- 23.3 If any Employer refuses to abide by the decision of the arbitrator, it shall not be a violation of this Agreement for the Union to picket.

ARTICLE 24 **ADDENDUMS**

- 24.1 Addendums in addition to this Agreement shall be presented to the Labor Management Committee prior to being considered for approval of the Employers, IUPAT District Council 5 and ratification of the membership of the Union.

ARTICLE 25 **SAVING CLAUSE**

- 25.1 If any Article or Section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 25.2 Any changes to this Agreement or amendment before its date of expiration must be approved by the Labor Management Committee before becoming operative and if so approved, shall be observed by and shall be binding to all parties signatory to this Agreement.
- 25.3 Either party to this Agreement shall have the right to re-open negotiations pertaining to Union Security when there is reason to believe the laws pertain thereto have been changed by Congressional Amendments, Court Decisions or Governmental Regulations, by giving the other party thirty (30) days advanced written notice.

ARTICLE 26
TRUST CONTRIBUTIONS

26.1 All Trust payments will be subject to the following:

Payments of monies due under this Agreement shall be made on or before the fifteenth (15th) day of each month, following the month in which liability accrued. It is recognized that the computation of damages resulting from late payments or failure to make payments is difficult, if not impossible. Accordingly, it is agreed that in the event of a late payment or failure to make payments, the defaulting Employer shall be liable for liquidated damages in the amount of 12% annual Interest accrue on all delinquent contributions, starting on the 1st day following the payment month, until paid in full; and not less than 1% per month Liquidated Damages (with a cap of 20%-to dovetail the ERISA remedies statute) accrue on all delinquent contributions, starting on the 1st day following the payment month, until paid in full. The fee will apply for each month of delinquency. In the event that either the wages, travel pay, subsistence, Trust payments or liquidated damages the defaulting Employer shall also be liable for reasonable attorney fees and actual legal costs.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE 27
DURATION

27.1 This Agreement shall be in full force and effect from June 1, 2016, to and including May 31, 2019 and shall continue from year to year thereafter unless written notice or desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to May 31, 2019, or May 31st of any subsequent contract year.

27.2 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a written notice not less than sixty (60) days and not more than ninety (90) days prior to May 31, 2019, or May 31st of any subsequent contract year, advising such parties desire to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourses to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revision or changes in this Agreement, by mutual consent, at any time during its term.

CONTRACTOR:

IUPAT DISTRICT COUNCIL 5:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Address

City, ST Zip Code

Telephone Number

Fax Number

Cell Phone Number

E-mail Address

WA State Contractors Registration #

Federal Tax ID #

opeiu#8/afl-cio

ATTACHMENT A
DRYWALL FINISHER REQUIRED TOOL LIST

The following items are required prior to starting work. They are required per the CBA.

1" Knife	
2" Knife	
4" Knife	
6" Knife	
10" Knife*	
12" Knife*	
Stomper	
Pan	
Bucket Brush	
Pole Sander	
Snips	
2 Buckets	
Utility Knife	
File	
Hand Sander	
Tape Reel	
Hammer	
Screw Driver	
White Pants or White Coveralls	
Stilts**	

*Can be substituted with the Hawk and Trowel.

**Employer will reimburse up to \$100 annually for parts, servicing for, or new Stilts when needed on presentation of receipts for same.

Employees are not required to provide power or automatic tools.

Please read the Collective Bargaining Agreement and other associated literature prior to starting work.

Due to the Federal regulations your Employer will require two forms of identification such as, but not exclusive to, a driver's license and a social security card. For a complete list of options please inquire at your Local