

# **Southern Idaho Area Agreement**

For the

**Painting, Coatings & Finishing Industry**

June 1, 2016 through May 31, 2017

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## **PURPOSE**

The purpose of this Agreement is to: define and clarify the obligations of the parties hereto, that harmonious relations and uniform conditions of employment may prevail, to promote the settlement of Labor disputes, to utilize more fully the facilities of promoting the apprenticeship and training programs and fringe benefit programs as provided by this Agreement, to promote efficiency and economy in the performance of painting and decorating work, and to achieve these goals in a safe and healthy manner.

## **PREAMBLE**

This Agreement is made and entered into this 1st day of June 2016, by and between the Contractor, and the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 5, LOCAL UNION 77, hereafter referred to as the UNION.

## **ARTICLE 1 DEFINITIONS**

### *Section 1.1*

The term "UNION" shall mean the International Union of Painters and Allied Trades, District Council 5, Local Union 77-consisting of the present Local Unions and others which may affiliate during the term of this Agreement.

### *Section 1.2*

The term "CONTRACTOR" shall mean an individual, firm, corporation, or partnership whose principal business is painting and decorating; which maintains at all times a permanent place of business (no P.O. Box), employs at least one journeyman who will be a member of the Union, and has the required State and Federal licenses and employer registration numbers; and is signatory to this Agreement.

### *Section 1.3*

The term "JOURNEYMAN" shall mean an individual who has completed his apprenticeship; or has passed the required proficiency examination as a mechanic to perform the duties pertaining to the painting industry as an employee; or, a journeyman painter who is employed under the terms of this Agreement.

### *Section 1.4*

The term "APPRENTICE" shall mean an individual registered with, and accepted by the Joint Apprenticeship Training Committee in accordance with the Apprenticeship Training Laws

of the U. S. Department of Labor Bureau of Apprenticeship and Training for the purpose of learning the painting and decorating craft.

*Section 1.5*

The term "probationary employee" shall mean an individual who has worked less than sixty (60) calendar or cumulative days for a signatory employer. A probationary employee will not receive contributions for any fringe benefits until they have worked more than sixty days. After the sixty (60) day probationary period, all fringe benefit contributions shall be made retroactively. A current I.U.P.A.T. member in good standing cannot be classified as a probationary employee.

*Section 1.6*

The term "GENERAL FOREMAN" shall mean a Journeyman designated by the Contractor, or in charge of a crew of TEN (10) or more persons covered by this Agreement.

The term "FOREMAN" shall mean a Journeyman designated by the Contractor, or in charge of a crew of FIVE (5) to NINE (9) persons covered by this Agreement.

The term "LEAD MAN" shall be a Journeyman designated by the contractor, or in charge of a crew of THREE (3) or FOUR (4) persons covered by this Agreement.

The contractor may act as his own general foreman, foreman and lead man.

## **ARTICLE 2**

### **AREAS COVERED BY THIS AGREEMENT**

*Section 2.1*

The employer agrees to be bound to this agreement while working in the following counties in the State of Idaho: Bannock, Bear Lake, Bingham, Blaine, Bonneville, Butte, Camas, Caribou, Cassia, Clark, Custer, Franklin, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Power, Teton, and Twin Falls Counties **(and effective June 1, 2005 to include Adams, Owyhee, Elmore, Ada, Gem, Washington, Valley, Boise, Canyon, Payette, Lincoln, Gooding, Twin Falls, Jerome and Camas Counties of Idaho and the wage rates of these counties will become part of this agreement)** and the Northwestern Counties of Wyoming to include Yellowstone National Park, Teton National Park and Jackson Hole and all areas encompassed by the Idaho Nuclear Laboratory (I.N.L.) in Idaho and any other territory granted to Painters and Allied Trades District Council 5, Local Union 77 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.

*Section 2.2*

When working outside the counties covered by this Agreement, an employee covered by this Agreement shall receive the wages most favorable to the employee. All fringe benefits shall be paid into the employees' "home" funds.

## **ARTICLE 3 DURATION**

### *Section 3.1*

This Agreement shall be in full force and effect from June 1, 2016 to and including May 31, 2017 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either the Union upon the Contractor or the Contractor upon the Union, not less than sixty (60) and not more than ninety (90) days prior to May 31, 2017, and then the anniversary date thereafter.

### *Section 3.2*

Where no such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions to this Agreement, the Union may serve upon the Contractor or the Contractor upon the Union written notice not less than sixty (60) and not more than ninety (90) days, prior to the anniversary date advising that such party desires to revise or change terms or conditions of this Agreement.

### *Section 3.3*

Nothing within this Agreement shall preclude the Union and the Contractor from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

### *Section 3.4*

All collective bargaining issues not resolved by the expiration date of this Agreement may be referred to interest arbitration by the Union or by the Contractor, either jointly or unilaterally. Once an interest dispute has been referred to arbitration, an arbitrator shall be selected in accordance with the procedure set forth in Article 10, which governs the grievance procedure. The expenses and fees of the arbitrator and of the parties shall be governed by the provision in Section 9.6.

The arbitrator shall have authority to determine all collective bargaining issues submitted either by the Contractor or by the Union for interest arbitration. The award of the arbitrator shall be issued within fourteen (14) calendar days of the close of hearing unless the parties mutually agree otherwise. The award of the arbitrator shall be final and binding.

In addition to selection of the arbitrator, the Union and the Contractor shall each designate its own representative to sit on an arbitration panel with the independent arbitrator.

The role of the Union representative and the Contractor representative shall be to advise

and consult with the independent arbitrator. Only the independent arbitrator shall have a vote. Any costs or fees incurred by the Union representative or the Contractor representative shall be borne by the party designating that representative. The Union and the Contractor shall designate their representatives within 7 calendar days of selection of the independent arbitrator and shall so advise the other party.

#### *Section 3.5*

When any matter in dispute has been referred to interest arbitration for adjustment, all of the terms and conditions prevailing in the expired collective bargaining agreement shall not be changed or abrogated unilaterally until a new agreement is reached between the Union and the Contractor and all of the terms and conditions of a new Labor agreement are determined through interest arbitration. Where a dispute is subject to interest arbitration, the Union and the Contractor may agree that those matters not in dispute may be implemented prior to a final arbitration award. The interest arbitration provisions in this Article shall apply only at the expiration of a Labor agreement. Interest arbitration shall not be required for mid-term collective bargaining disputes.

The purpose of the interest arbitration provisions in this Article is to provide a vehicle for harmonious resolution of collective bargaining issues. The Union and the Contractor agree to use their best efforts in negotiations to resolve as many outstanding bargaining disputes as possible before requesting interest arbitration. Interest arbitration will be required where notices of cancellation or termination are given under Section 3.1 and where notices of modifications are given under Section 3.2 of this Article.

## **ARTICLE 4 SUCCESSOR CLAUSE**

#### *Section 4.1*

This Agreement and any supplements or amendments thereto, hereafter referred to collectively as "AGREEMENT" shall be binding upon the parties hereto, their successors, heirs, administrators, executors and assignees, transferees, or lessors.

#### *Section 4.2*

In the event the Contractor's business is, in whole or part, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

#### *Section 4.3*

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Contractor shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc.,

of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or the lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

*Section 4.4*

In the event the Contractor fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Contractor (including partners thereof) shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee or lessee has agreed to assume the obligations of this Agreement.

## **ARTICLE 5**

### **RECOGNIZED UNION CONTRACTORS**

*Section 5.1*

A Contractor is one who takes work directly from the owner, architect, builder or customer and employs at least one journeyman, who is a member of the Union, covered by this Agreement.

*Section 5.2*

To be recognized as a fair painting contractor in the painting industry, the Contractor agrees to have a designated foreman, to obtain the required State Industrial Accident Insurance, Federal and State registration numbers for tax and unemployment requirements, and all State, Federal, County and City Licenses that are required by law. The Contractor may act as his own General foreman, foreman, or lead man.

*Section 5.3*

When a General Contractor indicates his desire to perform work normally subcontracted, he will be required to show affirmatively that his existing organization includes capable personnel and suitable equipment for the work. Capable personnel shall be interpreted to mean a paint foreman, who shall be an employee covered by this Agreement, and shall be required to hire one or more journeymen in addition to the foreman. Their employees covered by this Agreement shall work on project performed by said General Contractor only.

*Section 5.4*

The Contractor shall maintain a business phone and shall register the number with the Union.

*Section 5.5*

Each Contractor shall be permitted to designate one (1) Management employee, not affiliated with or member of any Union, to work with the tools of the trade, subject to the

following terms.

- (a) No Contractor shall have more than one (1) management employee using the tools of the trade outside the permanently designated shop.
- (b) The Contractor shall notify Local Union 77—the Joint Labor Management Committee within ten (10) days after being bound to this Agreement, in writing, the name of the designated management employee.
- (c) All parties to this Agreement hereby agree that no two (2) or more Contractors will be allowed to work for each other as employees.
- (d) A contractor may be a Union member; a Union member may be a contractor if the following conditions are met:
  - 1) He is a current dues paying member
  - 2) Hourly contributions are paid on this person to the appropriate trusts
  - 3) I.U.P.A.T., District Council 5, Local Union 77 dues check-off is paid.

## **ARTICLE 6**

### **NO STRIKE OR LOCKOUT**

#### *Section 6.1*

The Contractor agrees not to lockout during the life of this Agreement.

#### *Section 6.2*

The Union agrees not to cause, or recommend any economic activity during the life of this Agreement. Such economic activity restriction shall include, but not limited to; strikes, slowdowns, picketing, sit-ins, concerted or individual failure to handle or perform a fair day's work.

## **ARTICLE 7**

### **SCOPE OF WORK**

#### *Section 7.1*

Painting and Drywall work as those terms are used in this agreement include but are not limited to the following: All painting, coating, lining, decorating, fabric-panel systems, paperhanging, including the hanging of vinyl's, canvas, tacking on of muslin and all material of whatever kind or quality applied to walls, or ceiling, by any method of attachment. Spackling of all surfaces and application of texture finishes where adhesive materials are used, radiant heat fill, and all preparatory work of spotting, pointing, taping, finishing and sanding of joints and surfaces, fireproof coatings, fiberglass coating, exterior insulated wall system, hardwood, pre-finishing doors, cabinets, sash, trim and furniture finishing, waxing, oiling, staining, application of hot and cold enamels, waterproofing, protective coatings, polyester, polyurethane, epoxy, resin and acrylic coatings. The applications of all paints, pigments, extenders, metal primers,

metal pigments, binders, thinners, dryers, sealers, water colors, acoustical wall panels, i.e., stretch panels, etc., cathodic coatings, elastomeric roof coatings, liners, PVC liners, acid staining, epoxy coatings and any other treatment / coatings applied to any concrete surface including floors; as applied by any method. The preparation of interior and exterior surfaces with liquid steam, sandblast, water blast, shot blast or any other blast system or process including sandblast pot tending and preparation for metalizing and metalizing.

### *Section 7.2*

Painting work also includes the handling and all preparatory work incidental to painting, coating, paperhanging; removal encapsulation, enclosure or any other activity pursuant to lead, chromium, zinc or other surface coating or contaminated surface abatement, painting paperhanging, building of any structures or enclosures for both negative and positive pressure chambers pursuant to lead abatement or any other substrate cleaning process, decorating or drywall finishing of any surfaces, highway and parking lot striping and all other work which is usually executed by Painters, Decorators, paperhangers, Hardwood Finishers and 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 (I.U.P.A.T.) including brushes, rollers, spray painting equipment, trowels, mops, squeegees or other miscellaneous hand and power-driven tools including sandblasting equipment, ladders, scaffolding and other rigging including but not limited to such equipment as merchandised or mobilized scaffolding which may be operated by Painters and the job site operation and maintenance of all types of compressors.

### *Section 7.3*

Painting and drywall work also includes work material, equipment or processes, which are substituted for the matters covered in the above section.

## **ARTICLE 8**

### **WORK OUTSIDE THIS JURISDICTIONAL AREA**

#### **OUT OF AREA CLAUSES**

### *Section 8.1*

The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on 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 shall be employed from the contractor's home area.

### *Section 8.2*

The Employer party hereto shall, when engaged in work 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 no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; 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 that wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the 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 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.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

#### *Section 9.1*

In the event that a dispute, grievance, or a difference of opinion or interpretation of this Agreement occurs, the following procedure shall be followed: (A grievance is defined as a violation of the terms or conditions of this Agreement).

#### *Section 9.2*

In the event that any such complaint or dispute arises during the life of this Agreement, it shall be processed only by recourse to the following successive steps.

- (a) STEP 1: Within fourteen (14) working days, excluding weekends or holidays, after the first occurrence of the action of the offending party, or other situation or condition giving rise to the issue, the aggrieved party or parties shall personally present the issue to their immediate supervisor, or designated labor relations person, or appropriate representative.
- (b) STEP 2: If no settlement satisfactory to the issue(s) is reached within three (3) working days, a representative of the Union shall present the issue in writing to the Contractor within five (5) working days in the case of an employee complaint. The Contractor shall attempt to resolve the issue within five (5) working days. In the case where the Contractor is the complainant the issue shall be presented to

the Union in a like manner and the Union shall attempt to resolve the issue within five (5) working days.

- (c) STEP 3: If settlement satisfactory to the issue(s) is not reached at the Step 2; the issue(s) shall be referred within five (5) additional days by the grieving party by written certified letter to the Federal Mediation and Conciliation Service, Washington D.C., requesting a list of seven (7) arbitrators, such letter to be mailed with a copy to the other party. The Contractor and the Union alternately striking a name from the list until only one-name remains shall select the outside Arbitrator from the list. The Arbitrator shall hold a hearing and render a decision as promptly as possible. The decision of the Arbitrator shall be final and binding upon all parties.

### *Section 9.3*

The parties to this Agreement may agree upon a permanent outside Arbitrator.

### *Section 9.4*

The Arbitrator shall have no authority to change, amend, modify, detract from, or add to the provisions of this Agreement, but shall have the authority only to apply clear and specific provision of the Agreement in reaching a decision.

### *Section 9.5*

The failure of the Contractor or Union to respond in a timely manner at any stage, or a non-response shall be a rejection of the grievance. Settled or withdrawn grievances of the Union or the Contractor shall not establish precedence.

### *Section 9.6*

The parties shall share the Arbitrator's fee and expense. The parties shall be responsible for their own costs, reimbursements, witnesses, expenses and fees.

### *Section 9.7*

Time limits referred to in this Article shall be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

## **ARTICLE 10 RECOGNITION**

### *Section 10.1*

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 the employer's employees who are engaged in the performance of any painting as described

in Article 7 of this agreement, within the Union's territorial jurisdiction.

*Section 10.2*

Nothing herein contained shall prohibit or restrict the Union from their collective bargaining, which may be legally allowed for them with other parties.

*Section 10.3*

The Contractor recognizes the Union as the Exclusive representative of all production employees of the Contractors within the geographical jurisdictional of I.U.P.A.T., District Council 5, Local Union 77, AFL-CIO-CLC, which is all Southern Idaho.

*Section 10.4*

The Contractor recognizes the right of the Union members to refuse to cross, or to cross any lawful primary picket line approved by the Idaho AFL-CIO, the Idaho State Building Trades Council or I.U.P.A.T., District Council 5, Local Union 77 of the AFL-CIO and such refusal to work, whether concerted or otherwise, shall not constitute a breach of this Agreement.

*Section 10.5*

**RIGHT TO HONOR PICKET**

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.

*Section 10.6*

Shop stewards may be designated by the Union. The Union may, at its option, appoint a steward on any job where its members are employed. If requested, the Employer shall furnish the shop steward written reports each month with the names of all persons currently employed by the Employer. (i.e. fringe report)

The duties of the shop and job stewards shall be as follows:

- (1) To see that the provisions of the Agreement are observed.
- (2) To receive and endeavor to adjust at Step 1 of the grievance procedure all grievances which may be submitted to him/her.

*Section 10.7*

The shop and job stewards shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. The shop steward will endeavor to perform these duties during scheduled breaks and before and after working hours. If this is not possible the steward will notify the employer and the Union immediately. They shall have the authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any

employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. Shop or job stewards may be relieved of their duties at any time at the discretion of the Union.

The Union's steward policy will be amended to provide for reimbursement for time spent performing Union business during working hours.

## **ARTICLE 11 UNION MEMBERSHIP**

### *Section 11.1*

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 Union. It shall be the responsibility of I.U.P.A.T., District Council 5, Local Union 77 to advise Union members of this requirement.

### *Section 11.2*

Employees included in the Bargaining Unit covered by this Agreement who are not members of the Union as of the effective date of this Agreement shall as a condition of their employment apply for membership in said Union on the eighth (8th) day after execution of this Agreement.

### *Section 11.3*

All employees accepted into membership in the Union shall, as a condition of their employment, maintain their membership in the Union.

### *Section 11.4*

Employees hired after the execution date of this Agreement shall apply for membership in the Union on the eighth (8th) day following the beginning of such continuous or accumulative employment, and all employees who are accepted into membership in the Union shall maintain their membership in the Union as a condition of their employment. An employee who is not a member of a signatory Union at the time of their initial employment will be granted only one (1) eight (8) day grace period.

### *Section 11.5*

The Contractor, upon written request it's affiliated I.U.P.A.T., District Council 5, Local Union 77 may at any time thereafter decide to take such employee into membership, in which case said employee shall be required to tender the full and uniform admission fees in effect in the Local Union not later than the eight (8th) day following notification by the Union and shall thereafter be required to maintain their membership in accordance with the provision of the foregoing paragraph. In the event that such employee fails to comply with this paragraph, the Union shall notify the Contractor and the Contractor shall discharge said employee.

*Section 11.6*

In the event the Union does not accept into membership any employee tendering the admission fee and regular monthly Union dues, the Union may at any time thereafter decide to take such employee into membership, in which case said employee shall be required to tender the full and uniform admission fees in effect in the Local Union not later than the eighth (8th) day following notification by the Union and shall thereafter be required to maintain their membership in accordance with the provisions of the foregoing paragraph. In the event that such employee fails to comply with this paragraph, the Union shall notify the Contractor and the Contractor shall discharge said employee.

*Section 11.7*

This Article shall only apply to areas that allow union security as a condition of employment.

## **ARTICLE 12 REFERRAL BY UNION**

*Section 12.1*

Under no circumstance will anyone be employed by any Contractor for work covered by this Agreement unless said person has been properly dispatched by referral from the Local Union office. Referral may be acquired either in person, by mail, e-mail, telephone or fax. Local Union dispatch offices shall advise all employees of their responsibilities to provide the Contractor with signed dispatch slips and other documents as required elsewhere within this Agreement. The case may exist when the employee may be dispatched without being physically present in the dispatch office in which case the mail service or fax may be utilized to satisfy documentation.

*Section 12.2*

All employees dispatched to the Contractor at the Contractor's request shall provide the Contractor with a certificate of dispatch issued to the employee by the Local Union which must be signed by the employee and which the employees earned wage classification is stated thereon including the exact hourly wage such employee is certified at. The dispatch form shall also bear the signature of the employee's authorization and agreement for the Contractor to withhold and forward to the central collecting office those funds relating to I.U.P.A.T., District Council 5, Local Union 77-administrative dues as required herein.

*Section 12.3*

The Contractor may request the Union to furnish employees with special skills & qualifications to perform a certain job. Only the Contractor or his designated representative shall give a request for employees required and the number of qualifications of such employees.

*Section 12.4*

The Contractor agrees that when new or additional employees are required, notice in advance must be given the Union so the Union may have a reasonable opportunity to refer applicants for vacancies to be filled. The Union shall have twenty-four (24) hours, excluding weekends and holidays to dispatch five (5) employees or less. The Union shall have forty-eight (48) hours, excluding weekends and holidays, to dispatch six (6) or more employees.

*Section 12.5*

Contractors agree to make every effort to employ employees from the Local Union in the area where the work is to be performed.

*Section 12.6*

The Contractor may refuse to employ any person. The Contractor may discharge any employee for just and sufficient cause. The Union agrees that all employees referred to the Contractor by the Union and hired under the terms and conditions of this Agreement shall be willing to and shall submit such records as required by the Contractor for the purpose of identification.

*Section 12.7*

**TOP WORKPLACE PERFORMANCE**

- (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 privileges shall be suspended for two months. Should the same individual be terminated 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 District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "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.

## ARTICLE 13

# APPRENTICES

## *Section 13.1*

In recognition of the necessity for a well-trained journeyman, the parties to this agreement hereby agree to maintain a Joint Apprenticeship Training Committee (J.A.T.C.) of equal representation from the Management and Labor. It shall be the duty and obligation of said committee to establish such rules and regulations as is deemed necessary to carry out the intent and purpose of established Apprenticeship Standards for this trade which shall be in conformity with the Department of Labor Bureau of Apprenticeship and Training Apprenticeship Laws.

## *Section 13.2*

All parties to this Agreement also agree to abide by established Apprenticeship Standards and the approved Rules and Regulations for the Southern Idaho J.A.T.C., or Local Joint Apprenticeship Committee with Trade Consultants. Any violation of the Apprenticeship Standards by the Contractor, the Union or Apprentices shall be a violation of this Agreement.

## *Section 13.3*

The Apprenticeship Training Committee shall consist of equal representation by Contractors and by the Union and shall have the authority to discipline apprentices, who after a fair hearing before the J.A.T.C., have, for good and sufficient reason, been found guilty of violating the Southern Idaho J.A.T.C. Apprenticeship Standards or Rules and Regulations for Painters in the State of Idaho. When such disciplinary action has been imposed by the J.A.T.C., the Contractor and/or the Union agrees to carry out the written instruction in this regard, presented by the J.A.T.C.

## *Section 13.4*

All other regulations contained in the Southern Idaho J.A.T.C. shall hereby become a part of this Agreement as though written herein.

## *Section 13.5*

Each Contractor who has been qualified as a training agent by the appropriate Joint Apprenticeship Committee employing one (1) or more Journeymen is entitled to one (1) apprentice. A contractor representative working with the tools or not shall not be counted a journeyman.

## *Section 13.6*

After the first apprentice, a Contractor may employ apprentices on a ratio of one (1) apprentice to every three (3) Journeymen. A Contractor using two (2) or more apprentices shall be required to select those who are in different periods of apprenticeship (if available). Ratio shall be maintained throughout the entire year. (In special cases, an exception may be made by the Apprenticeship Committee.)

*Section 13.7*

As a non-discrimination provision to this Agreement, selection of Apprentices under the program shall be made from qualified applicants on the basis of qualifications alone, and without regard to race, creed, color, national origin, sex, or occupationally irrelevant physical requirements, in accordance with object standards which permit review, after a full and fair opportunity for application, and this program shall be operated on a completely non-discriminatory basis.

*Section 13.8*

Contractors shall employ Apprentices under the provisions of the J.A.T.C. Selection Procedures.

*Section 13.9*

Positively no apprentice shall be sent out of town to work that might interfere with or prohibit him or her from attending apprenticeship school classes, unless they can be enrolled in another Painters Apprenticeship school. The Apprentice must submit lessons to the local instructor at least once a week. If this is not feasible, upon approval of the Apprenticeship Coordinator, said Apprentice must participate in a correspondence course developed for this purpose by the Committee.

*Section 13.10*

Any contractor found in violation of Article 13 may have their training agent status revoked.

*Section 13.11*

Neither the Union nor the Contractor may transfer an apprentice into the category of a Journeyman member before completion of their apprenticeship, without the authorization of the Apprenticeship and Training Committee.

## **ARTICLE 14**

### **WORKING RULES**

*Section 14.1*

No employee covered by this Agreement shall be permitted to work on a piecework basis. The Union shall not permit its members to contract or subcontract. All Journeymen shall be responsible for the performance of their work on each job in a workmanlike manner in compliance with the highest standards and practices of the Painting Industry.

*Section 14.2*

Journeymen and Apprentices are required to change to clean white painter's overalls and

white shirt, as may be necessary and at least once a week.

#### *Section 14.3*

Journeyman and Apprentices are required to wear adequate work shoes to meet all safety requirements. On jobs requiring exotic material application, the Contractor will furnish disposable coveralls.

#### *Section 14.4*

Journeyman and Apprentices shall have in their possession each of the following tools, at all times when reporting to work: one (1) hammer, broad knife, putty knife, screwdriver & 4" duster.

Journeyman and Apprentices Tapers shall have in their possession the following tools, at all time when reporting to work: one (1) broad knife (6", 10", 12"), pole sander, mud pan, tape reel.

#### *Section 14.5*

Paperhangers shall additionally have in their possession each of the following tools: one (1) adequate level, one (1) straight edge, one (1) zinc strip, one (1) plumb bob, one (1) measuring tape, one (1) smoothing brush, and miscellaneous knives for the job at hand.

#### *Section 14.6*

If an employee fails to report to work with the necessary tools, as defined above, the Contractor may purchase such tools, present them to the employee and deduct the actual cost of the tools from the employee's next paycheck.

#### *Section 14.7*

Employees shall be required to account for all Contractor owned or controlled tools, including all brushes, equipment, miscellaneous equipment, and materials in their charge and shall return all items when leaving employment, and may be held financially responsible if not returned and in such condition as when issued to their charge excepting normal wear and tear. (At Contractor's original cost.)

## **ARTICLE 15 HEALTH AND SAFETY**

#### *Section 15.1*

The Contractor and employees shall at all times observe all Federal, State and Local Health and Safety laws, rules, and regulations. Both parties shall also adhere to Material Safety Data Sheets (MSDS).

#### *Section 15.2*

Journeyman and apprentices are required to wear adequate work shoes to meet all safety

requirements.

*Section 15.3*

The Contractor shall provide, at no cost to the employee, all appropriate personal protective equipment (PPE) and instructions on the proper use of such equipment. The Contractor shall provide for the proper maintenance and cleaning of all PPE. If, at any time, in the opinion of the employee, such PPE is defective, improperly maintained, or inappropriate for the working conditions present, the employee has the right to refuse to work with such equipment. The employee shall immediately report all such problems to the Contractor. Disregard of Health and Safety requirements or refusal to wear appropriate PPE shall be just cause for discharge of any employee.

*Section 15.4*

It is the responsibility of the Contractor to provide fresh potable drinking water, space for breaks and eating meals, for changing clothes, and sanitary facilities whenever possible, but at least equal to facilities provided by the General Contractor for other crafts. A reasonable amount of time shall be provided prior to the end of a shift for cleanup.

## **ARTICLE 16**

### **HOURS, HOLIDAYS, OVERTIME**

*Section 16.1*

The normal workweek shall consist of five (5) days, Monday through Friday, inclusive. An option to work forty (40) hours in a regular five (5) day workweek would be to work forty (40) hours in four consecutive ten-hour days within the normal workweek, at straight time.

*Section 16.2*

Overtime of (1 1/2) times the hourly rate shall be paid for all hours over ten hours a day and/or forty hours worked in a Contractors established pay week provided the contractor and employee agree prior to the work being performed.

*Section 16.3*

Plant shutdowns, repainting of buildings where public health or safety is a concern, Saturdays or Sundays may be worked at straight time provided the employee has not worked forty (40) hours that week, and provided no other craft is involved on the project that is receiving overtime premium pay.

*Section 16.4*

On exterior work when interrupted by adverse weather conditions, time lost during the

regular workweek may be made up by working the following Saturday or Sunday at straight time pay.

*Section 16.5*

Make-up time or irregular shifts is not compulsory and refusal to work will not constitute a violation of this Agreement.

*Section 16.6*

The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

*Section 16.7*

If a holiday falls on Sunday, the following Monday shall be the recognized holiday. If a holiday falls on Saturday, the prior Friday shall be the recognized holiday. Overtime rate of time and one half shall apply to holidays and the recognized holidays, no work should be performed at all on Labor Day.

*Section 16.8*

With prior approval from the union in the form for a written permit up to 12 hours a day may be worked on a mill or plant shutdown without paying the overtime premium providing the employee has not worked 40 hours. The contractor and the employee must agree prior to the work being performed and refusal to work will not constitute violation of this agreement.

## **ARTICLE 17 PAYMENT OF WAGES**

*Section 17.1*

The Contractor will have weekly payroll periods. Changes in the payday may take place provided the Union is notified prior to such change.

*Section 17.2*

It is agreed that the employees will be paid on the stated payday.

*Section 17.3*

No payday will be later than the Friday ending the declared payroll period. A uniform payroll period shall apply to all employees covered by this Agreement within the Contractor's operations and at all locations.

*Section 17.4*

Where, through the failure of the Contractor, the employees do not receive their wages when due, the Contractor will be liable for reasonable compensation for the time the employees

wait for their pay. The Contractor shall not be liable for sub sequential damages relating to unlawful acts of employees, such as writing checks with insufficient funds on deposit.

*Section 17.5*

In the event that an employee is terminated, the employee shall be paid in full within twenty four (24) hours. In the event that an employee is laid off, the employee shall be paid in full at the end of their normal pay period.

*Section 17.6*

Payroll checks shall be such that they are negotiable at a bank without charge to the employee.

*Section 17.7*

In the event that a Contractor issues a payroll check to an employee and the check fails to clear the bank for "insufficient funds" and is returned to the employee, said employee shall be entitled to waiting time, for eight hours a day for every business banking day late after the employee notifies the employer.

*Section 17.8*

All time cards and checks shall show the exact time worked at each wage classification. It is recognized by all parties to this Agreement that many of the major software payroll programs do not provide an hourly rate figure for wage classifications, however this information is available by dividing the gross wage classification by the hours reported.

*Section 17.9*

All wages shall be due and payable either in lawful currency enclosed in an envelope showing the Contractor's and the employee's names, hours worked, both regular and overtime, and the amount due or by negotiable check payable on demand at par, together with a receipt showing amount due. The checks and envelopes shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws.

## **ARTICLE 18**

### **WAGES & CLASSIFICATIONS**

**Section 18.1 Commercial, Residential**

**Wages listed here are effective June 1, 2016**

<i>Classification.....</i>	<i>Wage.....</i>	<i>H&amp;W.....</i>	<i>Pension.....</i>	<i>Apprent-iceship.....</i>	<i>IUPAT FTI.....</i>	<i>LMCI.....</i>	<i>Total.....</i>	<i>Dues Checkoff</i>
<b>Journeyman</b>	<b>\$12.09</b>	<b>\$3.77</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$18.44</b>	<b>4%</b>
<b>Time and ½</b>	<b>\$16.64</b>	<b>\$3.77</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$22.99</b>	<b>4%</b>
<b>Entry Level</b>	<b>\$9.04</b>	<b>\$3.77</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$15.39</b>	<b>4%</b>
<b>Clean-Up (up to 1000 Hrs)</b>	<b>\$7.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7.25</b>	<b>---</b>

**\* Addendum: Areas Covered by the Industrial Painting and Highway/ Parking Lot Striping Wages and Conditions- See Industrial and Highway Striping Agreement for Idaho (wage chart, page 41)**

General Foreman + \$2.00 per hour (Supervising a crew of 10 or more persons)  
 Foreman +\$1.00 per hour (Supervising a crew of 5 to 9 persons)  
 Leadman + \$.25 per hour persons (Supervising 3 or 4)  
 The contractor may be his own general foreman, foreman, or lead man

<i>Classification.....</i>	<i>Wage.....</i>	<i>H&amp;W.....</i>	<i>Pension.....</i>	<i>Apprent-iceship.....</i>	<i>IUPAT FTI.....</i>	<i>LMCI.....</i>	<i>Total.....</i>	<i>Dues Checkoff</i>
<b>Apprentice</b>								
<b>60%</b>	<b>\$7.25</b>	<b>\$3.77</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$11.22</b>	<b>4%</b>
<b>65%</b>	<b>\$7.86</b>	<b>\$3.77</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$11.83</b>	<b>4%</b>
<b>70%</b>	<b>\$8.46</b>	<b>\$3.77</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$12.43</b>	<b>4%</b>
<b>75%</b>	<b>\$9.07</b>	<b>\$3.77</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$15.42</b>	<b>4%</b>
<b>80%</b>	<b>\$9.67</b>	<b>\$3.77</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$16.02</b>	<b>4%</b>
<b>90%</b>	<b>\$10.88</b>	<b>\$3.77</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$17.23</b>	<b>4%</b>

*Section 18.2*

**JOURNEYMAN UPGRADE WAGES:**

Levels of advancement shall be involved:

<b>Level</b>	<b>Placement</b>	<b>Wage Effective June 1, 2013</b>	<b>Dues Checkoff</b>
<b>Level 1:</b>	<b>80% of journeyman wage.....</b>	<b>\$9.67</b>	<b>4%</b>
<b>Level 2:</b>	<b>85% of journeyman wage.....</b>	<b>\$10.28</b>	<b>4%</b>
<b>Level 3:</b>	<b>90% of journeyman wage.....</b>	<b>\$10.88</b>	<b>4%</b>
<b>Level 4:</b>	<b>95% of journeyman wage.....</b>	<b>\$11.49</b>	<b>4%</b>

*Section 18.3*

The Contractor has the right to pay or not to pay in excess of the above listed wage rates.

*Section 18.4*

The Contractor shall have the right to assign and to reassign employees to available work and job classifications.

*Section 18.5*

The wage rates for Apprentices is based on the Journeyman wage rate on the following percentages:

first 750 hours .....	or.....	first six months.....	60%
second 750 hours .....	or.....	second six months.....	65%
third 750 hours .....	or.....	third six months.....	70%
forth 750 hours .....	or.....	forth six months.....	75%
fifth 750 hours .....	or.....	fifth six months.....	80%
sixth 750 hours.....	or.....	sixth six months.....	90%

*Section 18.6*

A pension contribution of \$.05 (5 cents) per hour is to be made on apprentices for the first three (3) periods.

*Section 18.7*

The Joint Apprenticeship Committee Office shall mail Contractors written certification notices, advising the present status or level of each Apprentice which may be in the Contractor's present employ. Supportive to this being completed it shall be the responsibility of each Apprentice to advise the Local Joint Apprenticeship Committee Office of their current Employer. Notices reflecting any change to an Apprentice's wage scale or level shall be sent to the Contractor's address, placed on file, and shall become effective beginning the first day of the Contractor's next established pay period. The Contractor shall acknowledge receipt of such notice by returning the signed acknowledgment copy of the original notice in an postage prepaid addressed envelope to the Local Joint Apprenticeship Committee Office, all as provided by said office.

*Section 18.8*

All changes (except apprentices re-rates Section 18.5) in wages, benefits or working conditions will be enforced from the effective date of this agreement.

*Section 18.9*

The Union reserves the right to move any of the wage rate to Health & Welfare, Pension or Vacation as is voted upon by the membership of the Union.

**ARTICLE 19**  
**SUBSISTENCE, TRANSPORTATION, AND TRAVEL**

*Section 19.1*

If an employee is put to work whether for one-half shift or less, he shall be paid two hours pay, show-up time.

*Section 19.2*

The employer shall pay traveling time on all work over sixty (60) miles distance from the shop at the basic hourly rate in addition to furnishing transportation, except where men are requested to report to the "shop". In such event, travel time and transportation shall start at the shop. In cases where the employer is required to furnish transportation, said employer may upon agreement of an employee, elect to rent from an employee the personal automobile of said employee for the purpose of transporting the car owner and other employees to and from said job. In such cases, the car owner will receive from the employer the current IRS rate per mile to and from such job.

*Section 19.3*

Subsistence:

0 to 60 miles - Free Zone

Over 60 miles - Section 19.7 of this article applies.

\*Zones shall be measured from the shop to the job site.

*Section 19.4*

Employers from outside the jurisdiction of I.U.P.A.T., District Council 5, Local Union 77 who may secure work beyond a sixty (60) mile radius of the employer's shop, shall use Pocatello Labor Temple as the starting point for the purposes of computing travel time or out-of-town subsistence.

*Section 19.5*

**TRAVEL PAY FOR EMPLOYEES' TIME**

Travel pay is reimbursement for the employee's time spent traveling beyond the free zone outside normal working hours. Recognized "IRS" mileage rates may be paid to an employee traveling during normal working hours in lieu of travel time. No fringes will be paid on travel pay. Travel pay is in addition to vehicle pay.

Travel pay for jobs beyond the free zone, shall be paid at straight time of dispatch rate for the actual time traveled. Fringe contributions are not required.

An employee who quits will receive no return travel pay.

*Section 19.6*

**VEHICLE PAY**

Vehicle pay is reimbursement for the use of a personal vehicle when required by the employer to drive to jobs outside the free zone.

Any dispute over mileage shall be settled by referring to the "AAA" published mileage schedules.

Compensation shall be made at the "IRS" recognized rate per mile. This rate will be adjusted each July 1st to reflect the current published IRS recognized rate.

The Contractor agrees to pay toll fees on bridges and ferries provided the employee furnishes receipts for same, and shall be reimbursed each pay period.

The employee must have minimum state required vehicle insurance in the state in which they are traveling before being eligible for vehicle pay.

*Section 19.7*

**SUBSISTENCE**

Subsistence is reimbursement for overnight stay outside the free zone.

In the event that an employee is required to stay away from their residence overnight, subsistence pay shall be paid. Employees required to stay away from their residence during the weekend or holidays shall receive seven (7) days subsistence for that week provided they have worked or have been available for work during the entire week. Should the Contractor agree to the employee returning home for Saturday, Sunday, or holidays, the Contractor shall have the option of paying subsistence or the combination of travel time and vehicle pay for those days. On a job paying subsistence, if an employee quits without just cause or is discharged for just cause, they will not be entitled to any subsistence pay for that day or return travel time or vehicle pay.

The daily subsistence rate shall be \$50.00;  
(7/1/03 subsistence will increase/decrease the % of CPI-W (Pocatello))

In lieu of the subsistence, the Contractor may provide suitable accommodations and \$25.00 for meals. Meal reimbursement will be adjusted by the % of CPI-W (Boise) July 1 of each year.

*Section 19.8*

**PARKING PAY**

Where free parking is not provided, the employer will have the option of providing transportation to and from the job site or paying a maximum \$7.00 per day for parking with receipts. Any employee not willing to ride on or cooperate with the employer provided transportation plan will not be paid for parking.

## **ARTICLE 20**

### **FRINGE BENEFITS**

*Section 20.1*

The established Painters and Associated Trades Health and Welfare Trust Fund (Salt

Lake City, Utah) and the International Union of Painters and Allied Trades Union and Industry Pension Fund 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.

- (a) For each hour of covered work, or portion thereof, for which an Employee receives pay, the employer shall contribute \$2.77 to the Painters & Associated Trades Health & Welfare Trust Fund ("Trust Fund"), which administrative offices located at 4885 South 900 East, Suite 202, Salt Lake City, Utah 84117.
- (b) The contributions shall be made to the Trust Fund, which was established under a Second Restated Agreement and Declaration of Trust, effective October 14, 1992. The Employer hereby agrees to be bound by the said Agreement and Declaration of Trust as though the Employer had actually signed the same. The Employer further agrees to comply with any extension of or any amendment or supplement to said Agreement and Declaration of Trust.
- (c) The Employer hereby designates as its representatives on the Board of Trustees of the Trust Fund such Trustees as are now serving, or who will serve in the future as Employer Trustees and their duly appointed successors. The Employer further agrees to be bound by all actions taken by the Trustees in the management and operation of the Trust Fund.
- (d) All contributions, as noted herein, are required to be remitted to the Trust Fund by the Employer and transmitted with an employer reporting form provided by the Trust Fund no later than the 15<sup>th</sup> day of the month for all hours worked during the previous month.
- (e) If at any time the employer becomes delinquent in paying the required contributions to the Trust Fund, as provided for in this Agreement and the said Agreement and Declaration of Trust, or in submitting proper and timely reports as required by the Board of Trustees of the Trust Fund, the Employer hereby acknowledges that in addition to remitting the above-required Employer contributions, the Employer shall be liable for and shall pay liquidated damages assessed, as provided for in the Agreement and Declaration of Trust, together with interest, audit fees, court costs and attorney's fees arising out of the Employer's failure to contribute.

#### *Section 20.2*

Trust Agreements (Pension and 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.

#### *Section 20.3*

Trustees to the mentioned Trusts shall serve a four-year term unless removed by their appointing body. The appointing bodies shall appoint said Trustees so that the terms shall be staggered.

#### *Section 20.4*

It is agreed by all parties to this Agreement that the appointing bodies for purposes of

appointing Trustees to the mentioned Trusts, as related to the geographical jurisdiction of this Agreement, shall be as defined in the Trust Agreements.

*Section 20.5*

It is agreed to by all parties to this Agreement that no person, Contractor, Association or Union not signatory to this Agreement shall be able to serve as trustee or a committee person, as representatives from within or for the geographical jurisdiction of this Agreement, to the Trust or Committees.

*Section 20.6*

**Pension**

Commencing June 1, 2016, and for the duration of the agreement, and any renewals or extensions thereof, the employer agrees to make payments to the International Union of Painters and Allied Trades Union and Industry National 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 of (see article 18) to the above named pension fund. A pension contribution of \$.05 (5 cents) per hour is to be made on apprentices for the first three periods.
- (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 this agreement, shall be counted as hours for which contributions are payable.
- (c) The payments to the pension fund required above shall be made to the International Union of Painters and Allied Trades Union and Industry National Pension fund which was established under an Agreement and Declaration of Trust dated April 1, 1967 and as amended on January 1, 1999. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he had actually signed the same.

*Section 20.7*

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 successors. The employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreement and Declaration of Trust.

*Section 20.8*

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 pension fund.

*Section 20.9*

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 that are necessary to secure compliance with this Agreement, or any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collection of 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, if the union so desires.

*Section 20.10*

The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer to treat contributions to the Pension Fund as a deduction for income tax purpose at all times.

## **ARTICLE 21**

### **APPRENTICESHIP AND TRAINING FUND**

*Section 21.1*

Commencing June 1<sup>st</sup>, 2016, and for the duration of this Agreement, and any renewals or extensions thereof, the Contractor agrees to make payments to the Apprenticeship and Training Trust Fund for each employee covered by this Agreement as follows:

- (a) For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$.05 (five cents) per hour to the Apprenticeship and Training Fund
- (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 pay is received by the employee in accordance with the Agreement and shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of employees starting with the employee's first day of employment in a job classification covered by this Agreement. This includes but is not limited to journey persons, apprentices, pre-apprentices, utility persons and probationary employees.

*Section 21.2*

Each Contractor shall pay to the Apprenticeship and Training Trust Fund such amounts as are now, or as may hereafter, be agreed to in this Agreement, and such contributions shall be made in accordance with this Agreement and the Trust Agreement and such regulation of the Trustees as are not inconsistent herein, for all covered persons. Contributions shall be due and payable on the fifteenth (15th) day of each month for the monthly payroll immediately preceding and each monthly payment shall include contributions for all payroll periods, which ended

during the preceding month. Such contributions shall be made at the office of the administrator of the Trust. If payments of contributions are not made, or if the forms or reports required by the Trustees are not received by the Administrator of the Trust by the twentieth (20th) day of the month, the Contractor shall be deemed delinquent. Payments shall be deemed made upon deposit of same in the United States mail, postage prepaid, and post marked prior to midnight of the twentieth (20th) day of the month.

*Section 21.3*

If a Contractor fails to make contributions to the mentioned Trust Funds in five (5) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union, shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provisions hereof to the contrary notwithstanding, and the Contractor shall be liable for all cost for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Contractor'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, unless the Contractor can show justifiable cause for reasons to the contrary.

*Section 21.4*

The Board of Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Contractor for the purpose of determining the accuracy of contributions to the Apprenticeship and Training Trust Fund.

*Section 21.5*

In any audit caused by the Trust that does not find the Contractor delinquent, the Trust shall bear the cost of such audit.

*Section 21.6*

The apprenticeship plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Contractor at all times to treat contributions to the Trust Funds as a deduction for income tax purposes.

*Section 21.7*

Trustees to the mentioned Trust shall serve a four-year term unless removed by their appointing body. The appointing bodies shall appoint said Trustees so the terms shall be staggered.

*Section 21.8*

It is agreed by all parties to this Agreement that the appointing bodies for appointing or removing Trustees to the mentioned Trust shall be the Union and Management as defined herein. The mentioned Trust Agreement, shall be amended or changed to reflect such responsibility.

*Section 21.9*

It is agreed by all parties to this Agreement that no Contractor, Association, or Union not

signatory to this Agreement shall be able to serve as Trustee or Committee Person to the Trust or Committees.

## **ARTICLE 22** **THE PAINTERS AND ALLIED TRADES FINISHING** **TRADES INSTITUTE**

### *Section 22.1*

Commencing June 1<sup>st</sup>, 2016, and for the duration of this Agreement, and any renewals or extensions thereof, the Contractor agrees to make payments to the Painters and Allied Trades Finishing Trades Institute ("IUPAT-FTI") for each employee covered by this Agreement, as follows:

- (a) For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$.05 to the IUPAT-FTI.
- (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 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, journey person, apprentices, pre-apprentices, utility persons and probationary employees.
- (d) 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.

### *Section 22.2*

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.

### *Section 22.3*

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 the Agreement and Declaration of Trust.

### *Section 22.4*

If an Employer fails to make contributions to the Fund within twenty 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 provision 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.

## **ARTICLE 23**

### **THE PAINTERS AND ALLIED TRADES LABOR MANAGEMENT COOPERATION INITIATIVE**

#### *Section 23.1*

Commencing June 1<sup>st</sup>, 2016, and for the duration of this Agreement, and any renewals or extensions thereof, the Contractor agrees to make payments to the Painters and Allied Trades Labor Management Cooperation Initiative ("LMCI") for each employee covered by this Agreement, as follows:

- (a) For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$.05 to the LMCI.
- (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 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, journey person, apprentices, pre-apprentices, utility persons and probationary employees.
- (d) 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.

#### *Section 23.2*

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.

#### *Section 23.3*

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 the Agreement and

Declaration of Trust.

*Section 23.4*

If an Employer fails to make contributions to the Fund within twenty 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 provision 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.

## **ARTICLE 24**

### **CHECK-OFF ADMINISTRATIVE DUES**

*Section 24.1*

Every Contractor signatory to this Agreement hereby agrees to check-off from the wages of any employee covered by this Agreement, during the term of this Agreement, or renewals or extensions thereof, administrative dues in the amount specified in the Local Union's By-Laws and to remit said amount to the Union in the following manner:

- (a) The Local Union will notify the Contractor in writing of the amount of administrative dues specified in the By-Laws, and will submit to the Contractor a copy of the By-Laws or applicable By-Law provision.
- (b) For each payroll period, the Contractor will deduct from the wages of each employee the amount specified in the By-Laws based on the number of hours worked during said payroll period, and will accumulate said deduction to the end of the month.
- (c) On or before the twentieth (20th) day of each month, the Contractor will remit to the Local Union the entire amount of administrative dues due 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.
- (d) The Union may elect to pursue the collection of delinquent administrative dues through the courts, administrative proceedings or through the grievance procedure in this Agreement. The Union shall be entitled to an award of reasonable attorneys' fees to enforce the payment of delinquent administrative dues in court proceedings, administrative proceedings or through the grievance procedure. The time limits in Article 9 of this Agreement for filing and processing grievances shall not apply to grievances concerning delinquent administrative dues.

*Section 24.2*

When a signatory Contractor performs a job within the jurisdiction of the Union affiliated with the Brotherhood of Painters other than the Union signatory hereto and the By-Laws of that other Union contain a provision for administrative dues or business representative "assessment", the Contractor shall check-off from the wages of the employees covered by this Agreement and employed on that job, administrative dues or business representative "assessment" in the amount stated in that other Union's By-Laws, and shall remit said amount to that other Union. In that event, the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement.

In performing the check-off, the procedure specified in Section 24.1 (a-d) will be followed, except that it shall be the responsibility of said other Union to notify the Contractor in writing of the amount of administrative dues or business representative "assessment" specified in its By-Laws and to submit to the Contractor a copy of the By-Laws or with applicable By-Law provision. When the signatory Contractor performs a job within the jurisdiction of a Union affiliated with the Brotherhood of Painters other than the Union signatory hereto, and the By-Laws of that other Union contain no provision for administrative dues or business representative "assessment", the Contractor shall continue to be bound by Section 24 above.

## **ARTICLE 25**

### **CENTRAL COLLECTION SYSTEM**

The Employer, shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

## **ARTICLE 26**

### **UNUSUAL CONDITIONS**

#### *Section 26.1*

#### **Public Works Contracts**

- (a) The rate of pay for all classifications of work, on Public Works Contracts,

performed will be that which is predetermined by the appropriate government agency at the time the job was awarded by the contracting agency. Once the contract is awarded, the predetermined rate will prevail for the duration of the contract. In the event the determined prevailing wage is less than the regular hourly wage paid to an employee, the employee shall have the right to refuse such work with out being dismissed or otherwise disciplined. All Prevailing Wage Rate administrative rules relating to the payment of overtime will be observed on Public Works Contracts.

- (b) Fringe benefits payments for employees shall be paid in accordance with the provisions set forth herein.
- (c) Contractors will notify the union prior to commencement of work if the posted prevailing wage is less than the contract wage. Upon request the contractor will furnish the union with copies of certified payrolls if required by the contracting agency for the work performed including the names of all bargaining unit members employed on the project and the rates of pay they receive.
- (d) Contractors who intentionally violate this Agreement by using the Davis-Bacon Wage Rate on any job and/or project other than a Davis-Bacon Project or by failing to report the job and/or project to the Union, shall be cause of the Union to file a grievance against the Contractor.
- (e) If found in violation with the intent, the Contractor shall no longer be allowed to use this provision of this Agreement for a minimum of six months.

## **ARTICLE 27**

### **GENERAL SAVINGS CLAUSE**

#### *Section 27.1*

If any Article or Section of this 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 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons 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.

#### *Section 27.2*

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the affected parties may request the Union and the Contractor to effect an mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Union and Contractor do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE 28**

### **DRUG AND ALCOHOL TESTING**

#### *Section 28.1*

Labor and Management agree that it is in the best interest of all to promote an alcohol and drug free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

#### *Section 28.2*

The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with State and Federal laws.

#### *Section 28.3*

Original testing will be paid for by the Employer. If test results are negative, the employee will be paid for his/her scheduled hourly wage rate and fringes for the time required to take the test.

#### *Section 28.4*

For the purpose of administering the Drug and Alcohol Program, the Painting Industry Drug and Alcohol Program will be incorporated into this agreement. Nothing in this policy will prohibit an employer from implementing policies provided for in the Federal Drug Free Workplace Act.

## **ARTICLE 29**

### **SUPREMACY CLAUSE**

#### *Section 29.1*

The Contractor agrees not to enter into any agreement or contract with his or her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement, contract or other such arrangement shall be null and void.

## **ARTICLE 30**

### **WORK PRESERVATION CLAUSE**

#### *Section 30.1*

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.

### *Section 30.2*

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 Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require the 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 Joint Trade Board 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 Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

### *Section 30.3*

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 institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE 31 PAST PRACTICE**

*Section 31.1*

The signatory Contractors to this Agreement agree that all conditions of employment in their operations relating to wages, hours, work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of signing this Agreement, and the conditions of employment shall be improved where ever specific provisions for improvement are made elsewhere in this Agreement.

*Section 31.2*

Nothing in this paragraph shall prevent the company from correcting mistakes, from conforming any practice, policy or procedure to the minimum requirements as provided in this contract, or from otherwise changing or modifying policies, practices and work rules so long as such does not violate a specific term of this contract.

## **ARTICLE 32**

### **JOURNEYMAN CONTINUING EDUCATION**

*Section 32.1*

To maintain Journeyman classifications, a minimum of twenty-four (24) hours of pertinent health, safety, environmental and technical training shall be required yearly. This training shall include subject matter relating to compliance requirements mandated upon the Contractor. Certified employee training required to perform certain types of work is subject to rules, laws, and regulations of federal, states, counties, cities, customer, or other recognized agencies. The J.A.T.C shall define and develop a detailed list of mandatory training subjects and supply this list to the apprenticeship coordinator. Journeymen failing to meet these requirements will not receive scheduled wage increases. This Article does not pertain to the Journeyman Upgrading Program.

*Section 32.2*

The control, regulation and overall effectiveness of Journeyman Continuing Education shall remain the responsibility of the J.A.T.C. The administration of the Journeyman Continuing Education Program will be the responsibility of the Apprenticeship Coordinator and will include training, testing, evaluation and advancement of participants as directed by the J.A.T.C.

*Section 32.3*

Journeymen that have completed mandatory training subjects may select from the list of remaining elective subjects in order to satisfy requirements set forth in Section 32.1 above.

*Section 32.4*

Credit for attendance at any regularly scheduled "Union Meeting" is recognized as elective technical training. The amount of credit awarded is one (1) hour of training for each Union meeting attended. Total hours accumulated as credit in any one-year period, shall not exceed twelve (12) hours. Union meeting minutes under the heading of "Present" is

documentation. Such minutes need not reflect or show other Union business matters.

*Section 32.5*

Total hours accumulated and credited to each participant, as defined and required within this Article, shall not exceed twenty-four (24) hours in any one-year period. Self-improvement involving additional training is encouraged. The Union shall have the sole and exclusive authority to modify requirements set forth within this Article when special cases or unusual conditions exist. Journeymen may carry forward at total of eight (8) earned training credits for received in excess of the required 24 from one year to the next, effective June 1, 2007.

## **ARTICLE 33 VIOLATIONS AND AGREEMENT**

*Section 33.1*

The Local Union signatory hereto shall have the right to immediately remove employees from any job, to strike, picket, or take other legal economic action for any or all of the following violations of this agreement:

- (a) Issuing of non-negotiable checks for wages or fringe contributions.
- (b) Non-payment of Pension Trust contributions.
- (c) Non-payment of Health & Welfare Trust contributions.
- (d) Non-payment of Trade Promotion contributions.
- (e) Non-reporting of fringe contributions, including non-reporting when no employees are employed.
- (f) Failure to post cash bond or surety bond.
- (g) 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.
- (h) Failure to show up for a Committee hearing when cited or not excused for cause by the Committee.

Any action anticipated by the Union shall be directed to the Labor-Management Committee. A violation of the agreement may result in suspension of agreement privileges by the Committee

The committee shall notify the Union of such suspension and request the Union to take action after the usual seven (7) days written notice to the Employer.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals, this 1st day of June 2017, to be effective as of June 1, 2017.

FOR THE CONTRACTOR:

FOR THE UNION:

I.U.P.A.T. DC 5 Local Union 77

\_\_\_\_\_

\_\_\_\_\_

Contractor

Union Representative

Date

Date

COPY

-----Addendum A:

For  
Southeast Idaho Paint Agreement  
June 1, 2016 - May 31, 2017

**INL Wage Rates: June 1, 2016 – May 31, 2017\***

<b>Wages</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>App. Fund</b>	<b>Total</b>
<b>\$27.92</b>	<b>\$4.25</b>	<b>\$4.84</b>	<b>\$0.10</b>	<b>\$37.11</b>

**Check-off 4%**

\*Wage rate to be adjusted each year on June 1.

(Effective June 1, 2008)

Foreman 7% per hour over Journeyman scale of the highest classification under his/her supervision

General Foreman 12% per hour over Journeyman scale of the highest classification under his/her supervision

Dues Check off: 4% of gross wages

**Industrial Wage Rates:**

**\*Addendum: Areas Covered by the Industrial Painting and Highway/Parking Lot Striping Wages and Conditions for Idaho are as follows;**

**June 1, 2016 – May 31, 2017**

<b>Wages</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>App. Fund</b>	<b>IUPAT FTI</b>	<b>LMCF</b>	<b>Total</b>	<b>Check-off</b>
<b>\$21.10</b>	<b>\$4.25</b>	<b>\$2.43</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$0.05</b>	<b>\$27.88</b>	<b>4%</b>

Apprentices - Painters

1 <sup>st</sup> Bracket	750 hours			40% of Journeyman wages
2 <sup>nd</sup> Bracket	750 hours			50% of Journeyman wages
3 <sup>rd</sup> Bracket	750 hours			60% of Journeyman wages
4 <sup>th</sup> Bracket	750 hours			70% of Journeyman Wages
5 <sup>th</sup> Bracket	750 hours			80% of Journeyman Wages
6 <sup>th</sup> Bracket	750 hours			90% of Journeyman Wages

Thereafter Journeyman wages rates.

Foreman 5% per hour over Journeyman scale of the highest classification under his/her supervision.

Dues Check-off: 4% of gross wages: