

WESTERN WASHINGTON AREA AGREEMENT FOR THE PROFESSIONAL PAINTING INDUSTRY

Dated March 1, 2010 – February 28, 2015

ARTICLE 1 PREAMBLE AND PURPOSE

For purposes of clarification, the prior collective bargaining agreement (Western Washington Area Agreement for the Painting Industry, March 1, 2005 - February 28, 2010) expired on February 28, 2010. From March 1, 2010 to February 28, 2011 the parties agreed to be bound to the terms of the prior agreement. Although the term of this Agreement is from March 1, 2010 to February 28, 2015, any changes included in this Agreement will become effective March 1, 2011.

1.1 This is a collective bargaining agreement between the International Union of Painters and Allied Trades District Council #5, also referred to as the Union and _____, also referred to as the Employer.

1.2 The Employer recognizes the Union (pursuant to the National Labor Relations Act (NLRA), as amended) as the exclusive bargaining agent for the purposes of collective bargaining on behalf of all Employees engaged in painting and drywall work.

1.3 The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Plans between the parties hereto, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of painting, wall covering, acoustical wall panels; i.e., stretch panels, etc., decorating, and drywall finishing, etc., and generally to encourage a spirit of helpful cooperation between the Employers and Employees to their mutual advantage and protection of the investing public.

1.4 When, in the opinion of any party to this Agreement, certain work might be secured for Employers signatory to this Agreement, and the present terms and conditions of work contained in this Agreement are not consistent with efficiency or practicality or the competitive position of the Employers then the terms and conditions contained in this Agreement may be modified to govern such project, geographical area or type of work. The consent, in writing, of the Union and the Employer shall be required to modify said terms and conditions.

1.5 If the Union grants any Employer more favorable wages, benefits, hours, or working conditions, then a signatory Employer shall be entitled, after request, to the same conditions for similar work in the same area. The Union's Business Manager, in order to protect and recover bargaining unit work, shall have the authority to modify this Agreement for single jobs or for particular branches of the trade, provided that there be no unlawful discrimination between Employers in the exercise of this prerogative. It will be the Union's obligation to notify WWSPE's custodian of records of such labor contracts, memorandums of understanding, or any other agreement within seven (7) days.

1.6 The Employer agrees to be bound to this Agreement while working in the following counties of Western Washington: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, Grays Harbor, Jefferson, Clallam, Mason, Island, San Juan and Kitsap, and to be bound to the Area Collective Bargaining Agreement for the Painting Industry in effect in any other part of the states of Washington, Oregon and Idaho while working in those areas.

1.6.1 When working outside the counties covered by this Agreement an Employee covered by this Agreement shall receive the wages and benefits most favorable to the Employee. All fringe benefits shall be paid into the Employees' "home" fund. The difference in total package should go on check.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Painting and drywall work, as those terms are used in this Agreement, include but are not limited to the following: All painting, coating, caulking, lining, decorating, fabric-panel systems, wall covering, including the hanging of vinyl's, canvas, tacking on of muslin and all material of whatever kind or quality applied to walls, floors, or ceilings 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 coatings, exterior insulated wall systems, hardwood, pre-finished 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 application 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/coating applied to any surface including floors. As applied by any method. The preparation of interior and exterior surfaces with liquid steam, sandblast, waterblast, shotblast, or any other blast system or process including sandblast pot tending and preparation for metalizing and metalizing. Painting work also includes the handling and all preparatory work incidental to painting, coating, wall covering; removal, encapsulation, enclosure or any other activity pursuant to lead, chromium, zinc or other surface coating or contaminated surface abatement, painting, wall covering, 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, Wall Coverers, 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 (IUPAT) including brushes, rollers, spray painting equipment, caulking guns, 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 mechanized or mobilized scaffolding which may be operated by Painters and the job site operation and maintenance of all types of compressors.

2.2 Painting and drywall work also includes work, materials, equipment or processes which are substituted for the matters covered in Section 2.1 of this Article.

2.3 This Agreement applies to painting and 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 NLRA, as amended. The term Employee refers to persons performing job functions within the scope of this Agreement. It does not refer to Union membership or affiliation, but does include Foreman, Painter, Journeyman, Utility Worker, Apprentice and Pre-Apprentice Painter. Work outside the scope of this Agreement is not covered by this Agreement.

2.4 When an Employer desires to re-assign or employ Employees to perform work outside the scope of this Article in this Agreement, the following step shall be followed:

2.4.1 The payroll records shall contain an entry which clearly discloses when the particular Employee starts work not covered under the scope of this Agreement.

2.5 This Agreement shall apply to drywall at the wage rates listed herein, provided that: (1) a majority of the Employer's business on an annual basis is painting; and (2) the drywall is incidental to painting.

ARTICLE 3 DEFINITIONS

3.1 The term "Employer" as used in this Agreement means any signatory person, firm, partnership, joint venture, corporation, or other business entity engaged in painting and drywall work and includes any person, as defined in S2 (1) of the NLRA, acting as agent of the Employer, directly or indirectly.

3.2 The term "Drywall Finisher" and/or "Taper" as used in this Agreement means persons qualified in the industry who have completed an apprenticeship program or have passed the necessary examinations as to proficiency as a mechanic to perform the duties pertaining to the Painting, Decorating and Drywall Industry as an Employee, and who have met the Employer's standards for assignment as a Painter or Journeyman, and who does not otherwise perform work under the scope of this Agreement as a Contractor.

3.3 The term "Painter" as used in this Agreement (also referred to as a Journeyman, Painter 1, Painter 2, Painter 3 and Painter 4) means persons qualified in the industry who have completed an apprenticeship program and/or have passed the necessary Painter Progression Test as to proficiency as a mechanic to perform the duties pertaining to the Painting, Decorating and Drywall Industry as an Employee, and who have met the standards for assignment as a Journeyman, Painter 1, Painter 2, Painter 3 or Painter 4, and who does not otherwise perform work under the scope of this Agreement as a Contractor.

3.4 The term "Untested" as used in this Agreement means a person who has not passed the necessary Painter Progression Test as to proficiency as a mechanic to perform the duties pertaining to the Painting, Decorating and Drywall Industry.

3.5 The term “Apprentice” as used in this Agreement means persons who are learning the Painting, Decorating and Drywall trade who have been accepted by the local Painting, Decorating and Drywall Joint Apprenticeship and Training Committee and are registered with the Washington State Apprenticeship Council.

3.6 The term “Pre-Apprentice” as used in this Agreement means persons who perform preparatory work; protection, clean-up and care of job site, materials, and equipment; incidental to painting, coatings, sandblasting, wall covering, drywall finishing, and parking lot striping. No swing stage work or sandblasting shall be performed by a Pre-Apprentice. No Pre-Apprentice can perform any work outside the territory of Western Washington. If any Contractor is found in violation of this article, he/she shall forfeit his/her right to use Pre-Apprentices for the remainder of the contract and shall pay Journeyman wages to the Pre-Apprentice for the period of time he/she was performing his/her duties.

3.7 The term “Utility Worker” as used in this Agreement means person who perform preparatory work; protection, clean-up and care of job site, materials, and equipment; incidental to painting, coatings, sandblasting, wall covering, drywall finishing, and parking lot striping. No application work or sandblasting shall be performed by a Utility Worker. If any Contractor is found in violation of this article, he/she shall forfeit his/her right to use Utility Workers for the remainder of the contract and shall pay Journeyman wages to the Utility Worker for the period of time he/she was performing non-Utility work. Utility Workers shall not exceed 25% of the Employer’s workforce.

3.8 The term “Employee” as used in this Agreement means persons formerly referred to as Journeyman, Painter, Drywall Finisher and/or Taper and Apprentice as defined in this Article and includes Foreman, Journeyman, Painter 1, Painter 2, Painter 3, Painter 4, Untested, Apprentice, Pre-Apprentice and Utility Worker.

3.9 The term “Foreman” as used in this Agreement means a qualified Painter that has been designated by the Employer and shall be compensated as stated in Section 17.10 and manages 5 or more workers on a job or manages multiple jobs.

3.10 The term “Industrial Coatings” as used in this Agreement shall mean the application of a multi-component coating, or special coating that is not sold for commercial or residential use, and is applied in an industrial setting.

3.11 The term “Western Washington Signatory Painting Employers” herein after referred to as WWSPE is a group of Employers signatory to this Agreement that are granted rights as described within this Agreement.

ARTICLE 4 RIGHTS OF THE PARTIES

4.1 The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union’s right to control its internal affairs and discipline its members who have violated the Union’s Constitution and By-Laws, or who have violated the terms of this Agreement.

4.1.1 The Employer agrees to comply with the Union's periodic requests to re-dispatch all Employees. The Employer will also cooperate with the Union for the LMCF or the JATC to implement a photo ID system for all Employees. It is understood that these activities are to ensure the Employee's compliance with this Agreement and that the Employee's status with their present Employer is not altered in any way resultant of these administrative activities.

4.2 Except as specifically limited by this Agreement the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to the right to select and hire, discharge (with or without cause except as expressly provided to the contrary in this Agreement), promote, transfer, or schedule Employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain efficiency among his/her Employees.

4.2.1 The parties agree that an Employer may employ "management trainees", whom would be able to perform work under the scope of this Agreement but are exempt from the terms of this Agreement. A "management trainee" is strictly defined as the son or daughter of an officer, owner or superintendent of an Employer.

4.3 Except as expressly otherwise provided in this Agreement, there shall be no strike, sympathy strike, work slowdown or any other work stoppage, or lockout, during the term of this Agreement.

4.4 It shall not be a violation of this Agreement for Employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is performed. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any labor organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to this Agreement is involved in a legitimate primary labor dispute with a bona fide labor organization.

4.5 Because of the hazardous nature of the work, the Employer has the right to test for illicit substances.

4.6 The Employers shall designate Employer representatives from WWSPE to act on the Industry Board. WWSPE will also coordinate the conduct, promotion, improvement and advancement of its membership as a whole, thereby serving and informing its members regarding labor relations and acting as a multi-Employer bargaining organization as recognized under the NLRA of 1935 as amended. To deal with all matters as pertains to and concerning business relating to our industry, in the spirit of cooperation between labor and management in accordance with this Agreement. These Employer representatives must be signatory to the Agreement.

4.6.1 The Industry Board, as defined in Article 9, shall appoint a four person market share sub-committee, two from WWSPE and two from Labor. This committee shall be empowered to amend the Western Washington Area Agreement in order to capture work, including single family housing, apartments, condominiums, local housing authorities, industrial and commercial, new and re-paint, bridges, towers, etc., not presently being done by the signatory Employers or Union Members.

4.7 The provisions set forth in this Article notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

4.7.1 Should any person referred for employment be terminated for just-cause, his or her referral privileges shall be suspended for 2 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 (2) 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.

4.7.2 A termination shall not be considered “for just-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 just cause. For the purpose of this provision, a decision of the District Council Joint Trade Board shall be final and binding.

4.7.3 A Joint Trade Board, composed of two (2) members appointed by the Business Manager/ Secretary Treasurer of the District Council and two (2) members appointed by WWSPE may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine; that equity requires such action. Such grievance will be heard in accordance with Article 9 of this Agreement.

4.7.4 The reference for “Just Cause” throughout this Agreement does not limit an employer’s rights to terminate an employee for any reason under sub-article 4.2, but instead defines only that subset of terminations of an employee invoking these “Top Workplace Performance” provisions under this sub-article 4.7 in this Agreement.

ARTICLE 5 PROTECTION OF RIGHTS

5.1 An Employer who is party to this Agreement shall not subcontract any work covered by this Agreement to be done at a construction job site to any Employer unless such Employer is a party to a collective bargaining agreement with the IUPAT District Council #5 and unless as identified otherwise in Article 5.1.1.

5.1.1 However, the parties agree that the Employer may subcontract certain specialty-only work to non-signatory subcontractors or subcontractors signatory to another union. For the purpose of this Section specialty-only will be defined as wall coverings, radiant heat fill, fireproof coatings, fiberglass coatings, exterior insulated wall systems, cathodic coatings, elastomeric roof coatings and sandblasting. Both parties agree there is a need to be more flexible in regards to specialty-only work with a mutual understanding of working together to increase market share of this specialty-only work. Therefore, in the event that specialty-only subcontracting is deemed necessary the Employer agrees to contact the Union prior to work being performed and provide the name of the specialty-only subcontractor and the scope of work being subcontracted for organizing purposes.

5.2 It is the intent of the Employer and the Union to protect all job-site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work. Accordingly, except as provided in Section 5.1 of this article, all painting work as defined in Article 2, Sections 2.1 and 2.2 shall continue to be performed on the job site or at any location designated by the Employer, by Employees covered under this Agreement, so long as it is within the geographic territory of the Union. It is understood and agreed that asbestos removal work is excluded from the scope of, but may be performed by Employees otherwise working under this Agreement. The Employer shall not directly or indirectly perform, undertake, accomplish or attempt or indirectly to perform, undertake or accomplish any painting work, as defined in Article 2, Sections 2.1 and 2.2, except in complete compliance with all terms and provisions of this Agreement. The term "Employer" includes any person acting directly or indirectly as an agent for the Employer. This Agreement shall not apply to work at the Employer's shop, provided that such shop is covered by a separate collective bargaining agreement.

5.3 The Union and any job stewards, business representatives, or other agents of the Union agree to cooperate with the Employer in achieving maximum efficiency and productivity and to work with management and the Employer to eliminate inefficiency, work stoppages and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any Employee to work for other Employers after their regular day's employment with one Employer, or for any Employee to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations. Employees working under this Agreement have a duty of confidentiality with respect to the business operations of signatory Employers for whom they work. Confidential information shall be defined as information, not generally known, related to the business of the Employer including but not limited to the names of customers, staffing levels, or any detail of bids. Any Employee who is found to have violated the terms of this provision shall be subject to immediate discharge.

5.4 In the event the Union claims that the Employer has violated any of the wage, travel, subsistence or trust contribution provisions of this Agreement, the Union shall be permitted to take economic action. If the Employer deposits a certified check in the amount claimed by the Union to be due, made payable to the Union, with a local bank and gives the Union notice that this has been done, the Union shall be required to refrain from further economic action and to submit the matter to the Industry Board and the procedure under Article 9 shall apply. In the event the Union takes economic action pursuant to this section the Employer shall be liable for up to two days lost wages and trust payments on wages sustained by the Employer's Employees.

5.5 The parties hereto agree that an act of a member of the Union shall not be binding on the Union unless such an act is expressly authorized by said Union.

ARTICLE 6 UNION RIGHTS AND RESPONSIBILITIES

6.1 All Employees covered by this Agreement who are members of the Union on the date of execution of this Agreement shall be required by the Employer to maintain their membership as a condition of employment. All Employees who are not members of the Union on the date of the execution of this Agreement and all Employees employed after the execution date of this Agreement shall, on and after the eighth day following the date of employment, whichever is later, be required by the Employer to become and remain members of the Union as a condition of employment. This section shall not apply to Supervisors, Utility Workers or Pre-Apprentices.

6.2 In the event that an Employee fails to tender the administrative processing fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to discharge said individual Employee within 48 hours (Saturday, Sundays and holidays excluded).

6.3 The Union agrees that there will be no discrimination in referrals for employment based on race, religion, color, age, sex, national origin, disability or veteran status.

ARTICLE 7 EMPLOYER RESPONSIBILITIES

7.1 The following requirements shall be applicable to all Employers who are parties to this Agreement.

7.1.1 The Employer shall not require any Employee covered by this Agreement to report at the job site or in the Shop more than 30 minutes before working time.

7.1.2 The Employer shall be required to pay all fringe benefits as specified in the Agreement. Before dispatching men to any general or building contractor, the Union will, whenever possible, give at least 48 hours prior notice to WWSPE so that they may have an opportunity to contact such contractor concerning the possibility of contracting for the work to be done.

7.1.3 The following information shall be required when an agreement is signed: Washington State Contractors Registration number. The Employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper time cards for all Employees, and suitable payroll check stubs and other records required by law. The Union will provide copies of this information to the WWSPE. ("Suitable" shall mean Employer's name and address and Employee's name and social security number.)

7.1.4 The Employers signatory to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders, Equal Employment Opportunity laws and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any Employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or veteran status.

7.2 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, when available, 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.

7.3 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all 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 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 conditions effective in either the home or outside jurisdiction whichever are more favorable to such Employees and fringe benefit contributions on behalf of such Employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council 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.

7.4 Preservation of Work Clause - 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.

7.4.1 All charges of violations of Section 7.4 of this Section 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 Industry Board or Arbitrator shall be able at the request of the Union to require an Employer to pay 1) to effected 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 and any delinquent contributions that resulted from the violations. The Industry 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 Industry Board or Arbitrator under this Section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.

7.4.2 If after, an Employer has violated this Section, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal actions to enforce an award by an Arbitrator or the Industry 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, which may be available to the Union and/or the Joint Trust Funds. Should the Employer be found not in violation of this Section, costs incurred to defend will be borne by said Trust.

**ARTICLE 8
TRAINING, SAFETY AND CONTINUING EDUCATION**

8.1 The Employer agrees that no Employee will be allowed to use any poisonous materials injurious to the health such as wood alcohol, coal tar products, benzol varnish remover, toxic materials and paint with heavy lead content or to perform the sanding of other dangerous materials, unless they are protected by industry standard devices and methods used for health protection.

8.2 Every reasonable device and method shall be adopted to minimize the danger and hazard involved in spray work, and all appropriate regulations of State and Municipal Departments, Commissions and Health Officers, will be observed, including the rules and regulations in the Safety Standards for the Painting and Decorating Industry for the State of Washington.

8.3 The Employer shall abide by all applicable local, state, and federal safety and health standards, laws, and regulations. Alleged violations of safety standards, laws and regulations are subject to the grievance and arbitration provisions of this Agreement. Nothing in this Agreement shall be construed as modifying the Employer's obligation to provide a safe workplace or as imposing upon the Union a duty to assure a safe workplace. The Union and the Employees shall bring these matters to the Employer's attention.

8.4 Both Union and Employer agree that both the Employer and the Employees will abide by all the safety rules, including first aid/CPR cards and regulations as stated in Section 8.3.

8.5 All Employees dispatched by the Union will have a first aid/CPR card, social security number, proper ID to comply with Form I-9 Employment Eligibility Verification or the equivalent, tools of the trade, all items on the Referral Check-Off Sheet herein Attachment 2, documentation of applicable training and any training/certification imposed by State or Federal agencies, have all cards covered by this Agreement or signed up for classes considered inherent to the trade such as but not limited to lead awareness or certifications thereof, and proof of applicable medical tests (i.e., pulmonary, blood lead level and annual physical).

**ARTICLE 9
GRIEVANCE PROCEDURE**

9.1 All grievances or disputes between the Union, Employee and the Employer arising during the term of this Agreement shall be settled in accordance with the provisions of this Article. The terms "grievance" and "dispute" include, but are not limited to, cases of violation, misunderstanding or differences in the interpretation of this Agreement. There shall be no slowdown or stoppage of work as relates to said grievance. Both parties pledge their immediate cooperation to eliminate the above-mentioned possibilities or concerns, and the following procedure is outlined for that purpose.

9.2 No claim for back pay, travel time, subsistence, overtime or any pay due and payable each week will be considered if filed later than 14 calendar days. However, this shall not preclude the right to hear any complaints during the term of this Agreement wherein the evidence indicates a condition of continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement.

9.3 The five (5) members from WWSPE and the five (5) members from the Union shall jointly constitute the Industry Board to establish procedural and record keeping guidelines for the Grievance Committees, to appoint committees as may be desired within the industry, to promote the industry and to interpret the intent of the negotiators of this Agreement. The Industry Board will meet to conduct business on an as needed basis. The Industry Board shall have the authority to interpret and amend this Agreement. Neither the Industry Board nor the Grievance Committee (or any member thereof) shall be subject to any claims for fiduciary liability or any other responsibility, known or unknown, for or of their actions or inactions pursuant to this Agreement.

9.3.1 An Industry Board meeting may be requested by either the Chairman of the Union Representatives or by the Chairman of the Employer Representatives.

9.3.2 The Industry Board shall meet no later than fifteen (15) calendar days after receipt of request for a meeting. However, this time limit may be waived by mutual consent, in writing.

9.3.3 Any business brought before the Industry Board shall be decided by majority vote of those present. A quorum shall be a minimum of two (2) representatives from Labor and two (2) representatives from Management. For voting purposes there must be equal representation from each side.

9.4 In the event a grievance or dispute arises, a representative of the Union shall attempt to settle the grievance or dispute by contacting the Employer involved. Any grievance must be presented to the Employer in writing within 14 calendar days of the facts giving rise to its occurrence. Failure to submit in writing by the Union within 14 calendar days or to timely advance said grievance through this procedure will constitute a waiver. The Employer shall respond in writing within 14 calendar days of such written notice or if no response is provided within such time period the grievance or dispute will be settled in favor of the aggrieved. In the event the grievance or dispute is not resolved, either the Union or the Employer is authorized to refer the grievance or dispute to the Industry Board provided that such referral must be in writing with copies to all parties, and presented within 14 calendar days. However, any of the time limits mentioned in this Article may be waived by mutual consent of the Employer and the Union.

9.5 The Grievance Committee shall be two (2) members from WWSPE and two (2) members from the Union, selected by their respective groups from the Industry Board, and a fifth (5th) member at large chosen by mutual agreement of the other four (4) members of the Grievance Committee. Neither individual party (aggrieved or grievant) involved in a dispute shall be a part of the Grievance Committee and the decision of the Committee shall be final and binding upon all parties. The full Committee will hear each dispute or grievance and voting will be by secret ballot. The majority decision of the Committee shall be final and binding. Either the Employer or the Union is authorized to refer this matter to arbitration within ten (10) calendar days after decision. Neither party shall have the right to representation without mutual agreement. Neither party shall have the right to electronically record any proceedings under this section without mutual agreement.

9.6 Matters referred to arbitration will be so submitted by the affected parties to the American Arbitration Association (AAA) for a binding decision. In such instances, the affected parties to the dispute shall appoint an arbitrator to review the matter and render a binding decision. Either party to the dispute will request a list of seven (7) names from the AAA and the parties shall alternately strike names from the list. The remaining name shall be the arbitrator. If the parties are unable to reach a mutually agreed upon arbitrator, the American Arbitration Association shall make the designation. The affected parties in the arbitration shall equally share in the cost of such arbitration.

9.7 The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions and articles of this Agreement. Any award by the arbitrator will be final and binding. A copy of the award must be submitted by the arbitrator to the Industry Board as soon as such award is rendered, and in no way greater than 45 calendar days after the hearing.

ARTICLE 10 TRUSTS

10.1 Each Employer signatory to this Agreement is required to make reports to the Trusts (see Article 20) and remit with contributions, if any due, to Western Washington Painters Pension Trust, 201 Queen Anne Avenue N, Suite 100, Seattle, Washington 98109 (hereafter called the central distribution point) or such other place as may be designated. The report and payment must be postmarked by the post office no later than the last day of the month following the month in which hours were worked. If in the opinion of a CPA, as provided for in 10.4 and 10.5 of this Article, employed by the Union or any of the Trust Funds, the Employer has failed to maintain accurate time records, it shall be conclusively presumed that each Employee who performed any services in a given week worked 40 hours in that week.

10.1.1 For the purpose of computing trust fund contributions the Employer shall multiply the hourly contributions rate set forth in this Agreement by the hours of work as reflected by the Employee's time cards for the period in question.

10.2 In the event an Employer fails to make any of the contributions or remittances as required by this Agreement, such Employer shall be required to pay, in addition to the principal sum due, reasonable attorney's fees and the costs of collection. In the event suit is initiated, it is agreed that such suit shall be filed in a court of competent jurisdiction (either State or Federal) located in King County, in the State of Washington.

10.3 By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreements establishing the Funds referred to in this Article and agrees to be bound by all past and future lawful acts of the Trustees of each such Fund. The Employer shall not be bound by the terms of any Trust Agreement or the actions of the Trustees of any Trust Fund unless the Employer is obligated to make contributions to such Fund pursuant to this Agreement.

10.4 The Trusts or the Union shall have the authority to appoint a CPA who shall have the right to enter upon the Employer's premises at reasonable time, during normal business hours, and inspect and copy business records and conduct other relevant duties to function as ordered by the Trusts or Union. Such records as required by said agent to perform these duties will be provided by the Employer.

10.5 It shall be the duty and right of the Trustees of the Trusts to audit each Employer party to this Agreement at least once during the life of the Agreement. The net costs of any such audit shall be borne pro rata by the Trusts. Any new Employer must be audited at or near the end of its first year anniversary.

10.6 If an Employer audit conducted under the authority granted by this Agreement reveals an underpayment of either wages or fringe benefits (Health & Welfare, Pension, Apprenticeship, Labor/Management Trust, etc.) the Employer shall be required to pay pursuant to the Trust document.

10.7 The Trustees of each of the Trusts shall be obligated to accept contributions from any Employer who is party to an agreement with the Union. The term Employer as used in this Section includes governmental and quasi-governmental entities.

10.8 Employers having working agreements with Unions affiliated with the International Union of Painters and Allied Trades may participate in the Trusts by adopting the Agreement and Declaration of Trusts and conforming to regulations as determined by the Trustees of such Trusts.

10.9 Election and terms of Trustees shall be in accordance with the Agreement and Declaration of the Trusts.

10.10 WESTERN WASHINGTON PAINTERS LABOR MANAGEMENT COOPERATION TRUST. The Employer and the Union agree to the continuation of the Trust, the objectives of which are to establish and operate joint labor management activities designed to improve labor management relations, job security, communications, organizational effectiveness, and other subjects of mutual interest, including study and exploration of new and innovative joint approaches to achieve organizational effectiveness; to eliminate potential economic problems which reduce competitiveness and inhibit the economic development of the industry; to enhance the involvement of workers making decisions that affect their lives; and to expand and improve working relationships between workers and Employers.

ARTICLE 11 EMPLOYMENT OF EMPLOYEES

11.1 Except as specifically limited by this Agreement and (with or without cause except as expressly provided to the contrary in this Agreement), the Employers shall have entire freedom of selectivity in hiring and may discharge any Employee for any cause which they may deem sufficient.

11.2 Painters, Tapers and Apprentices will be hired in the manner set forth in this Article. Separate hiring halls will be maintained by each Local Union party to this Agreement. Hiring halls will be operated on an open and non-discriminatory basis for employment of Employees of this particular trade, including Painters and/or Tapers or indentured Apprentices, previously employed by Employers signatory to this Agreement and non-member workers who may make application for a place on the appropriate out of work list.

11.3 When an Employer desires to hire Painters, Tapers or Apprentices, a request shall be made to the Local that has jurisdiction over the job. If the order is not filled within twenty four (24) hours (Saturday, Sunday and holidays excluded) the Employer can hire from any source. The Employer shall report the name, address and social security number of any Employee hired outside the hiring hall to the Local Union having jurisdiction over the job within forty eight (48) hours after the Employee begins work.

11.3.1 Each Employer agrees that, at the time of employment of any Employee covered by this Agreement, such Employer shall secure from the Employee a "Referral Check Off Sheet" (See Attachment 2) and a work referral slip (dispatch) and the slip shall indicate that an authorization form has been signed by the Employee, and is on file at the Local Union office. The Employer will be provided with a copy of the authorization form.

11.4 The Union shall maintain a list of available Employees, on an open nondiscriminatory basis. The Union shall refer applicants for employment, without unlawful discrimination against such employees, by reason of Membership in the Union, race, religion, color, age, sex, national origin, disability or veteran status. Separate out-of-work lists will be maintained for Painters and Painter Apprentices. The Painter lists will be divided into three parts: "A", "B" and "C". The "A" list shall consist of all applicants for employment who have demonstrated their craft knowledge by having worked a period of two (2) consecutive years for Employers who have established collective bargaining relationships with IUPAT DC#5 and are not considered "Untested" as defined in Article 3.4. The "B" list shall consist of all applicants for employment who can demonstrate their craft knowledge by demonstrating that they were employed as a Painter for three (3) consecutive years and are not considered "Untested" as defined in Article 3.4. The "C" list shall consist of all other applicants seeking employment as a Painter. Unemployed applicants may register in any Union covered by this Agreement; however, no applicant shall register in more than one Local Union at any time. Any applicant who registers on the out-of-work lists maintained by any of the Locals party to this Agreement will be removed from such lists and required to re-register if said applicant is registered at more than one Local Union at any time. All applicants must re-initial their respective list every thirty (30) days. Failure to do so will be cause for the Local Union to remove such applicant from the list.

11.5 Upon receiving a request for Painters and in the absence of a specific request by name, by the Employer, the Union will first refer from the "A" list in the order in which they are registered, after the "A" list is exhausted then from the "B" list in the order in which they are registered, after the "B" list is exhausted then from the "C" list in the order in which they are registered. It is agreed that the Employer may request applicants by name. Such requests will be honored by the Union if said employee has been previously employed by the Employer, and the requests are made in writing and the applicant meets the qualifications to be registered on the "A" or "B" list. Any Painter Apprentice that becomes dropped from the apprenticeship training program by the JATC will be limited to the "C" list.

11.6 Special skills requests will be recognized if "A" or "B" list applicants having such skills are available but the top applicant on that list with the special skills will be taken first. Request by name for special skills must be confirmed in writing within forty eight (48) hours.

11.7 Employees who are working within the geographical area covered by this Agreement for an Employer who is party to this Agreement may be transferred from job to job any place within the area covered by this Agreement without being dispatched to such subsequent jobs. However, all new hires shall be hired through the Local Union in whose jurisdiction the job site is located, if such are available. If not, the Employer may hire from any source.

11.8 The Union will fill out the "Referral Check-Off Sheet" (See Attachment 2), which is part of the referral slip, when dispatching Employees.

11.9 Employers shall notify the JATC office within five (5) days of any Apprentice or Pre-Apprentice terminated, laid off or who quits.

ARTICLE 12 PAINTER APPRENTICES

12.1 All Apprentices shall be registered with the local Joint Apprenticeship and Training Committee (JATC) and the Washington State Apprenticeship and Training Council (WSATC).

12.2 Each Employer may employ one Apprentice to each three Painters, Decorators, or Wall Coverers or major fraction thereof, unless their right to train Apprentices has been revoked by the local Apprenticeship and Training Committee. This shall not limit the obligation of the Employer to train Apprentices nor shall it be construed to replace Painters and/or in the shop as outlined in this Agreement or local Apprenticeship and Training Standards, nor shall it be construed to replace Painters in a shop when substantial local unemployment exists in the area of the District Council.

12.3 It shall be the duty and responsibility of the Joint Apprenticeship and Training Committee to provide insofar as possible, steady employment to all Apprentices.

12.4 Employers and members of the Unions agree that all Apprentices working in the trade shall attend school where established for the training of said Apprentices, and assist in the enforcement of all rules and regulations now in effect and hereafter adopted by the local Joint Apprenticeship and Training Committee.

12.5 Subject to Section 12.11, all Apprentices shall pass both written and hands on tests, as administered by the JATC for a specific period of Apprenticeship prior to advancement to the next period of apprenticeship. Prior to the Employer advancing the Apprentice, the Employer shall have the option to verify that the Apprentice has passed the required testing.

12.6 All Apprentices failing to attend classes where schools are established on nights designated, except by legitimate excuse, shall be immediately removed from their work by an authorized representative of the Joint Apprenticeship and Training Committee and shall not be permitted to return to said work until a hearing has been held before the local Joint Apprenticeship and Training Committee and the matter settled to the satisfaction of said Committee.

12.7 Positively no Apprentice shall be sent to out of town work that will interfere or prohibit them from attending school classes on nights designated for block/nightly training for school attendance.

12.8 No Apprentice shall be allowed to use a spray gun or work on a swing stage until they have completed the related classroom training as prescribed by the local Joint Apprenticeship and Training Committee, providing such training will be within the first year of the program.

12.9 Painter Apprentices sent to jobs shall be accompanied by a Painter until said Apprentice has had one and one-half years experience at the trade.

12.10 An exception to Sections 12.8 may be obtained by the Employer providing the beginning Apprentice is trained in the use of swing stages and spray by the Employer in a two (2) week safety and training course designed by the Joint Apprenticeship and Training Committee. The Union must be provided with certification that the Apprentice has received such training before operating such equipment. Such certification must be in writing and signed by both Employer and Employee.

12.11 Upon completion of apprenticeship training, the Painter Progression Test will be given by the Joint Apprenticeship and Training Committee. An apprentice that fails to reach a minimum of P-3 level during their Painters Progression Test required for graduation will remain in the apprenticeship program at the 8th bracket (or 6th bracket if Apprentice was indentured prior to March 1, 2011) for an additional six months. At the end of this additional six months a second Painters Progression Test will be taken. Similar to their first test, if the apprentice fails to reach the required P-3 Level they will be placed in either the P-1 or P-2 level, according to the results of their test.”

ARTICLE 13 STEWARDS

13.1 The Business Manager of the District Council, or his/her designee, shall have the authority to appoint all Shop Stewards and Job Stewards. The Business Manager, or his/her designee, also has the authority to remove a Steward. The Union shall notify the Employer in writing of the appointment and removal of its Stewards. Stewards shall be appointed from the present work crew of the Employer.

13.2 Stewards' duties are to check all working cards of foreman, workers and Apprentices and to check dispatches of newly hired workers, and to report the same by use of the Stewards Report to the Business Representative of the District Council in the area the work is being performed. The Steward, as a working Journeyman, shall be allowed a reasonable amount of time to perform his/her duties that cannot be performed outside of working hours.

13.3 Stewards are not authorized to cause or attempt to cause any stoppage of work, slowdown or the termination of any Employee.

13.4 The Steward shall be the last person to be laid off, provided he/she is qualified and able to do the job available to him/her, except foreman, touch-up and specialty men.

13.5 After checking with the Employer, authorized representatives of District Council 5 shall be allowed to visit shop or shops and/or on jobs of the employer to perform his/her regular duties. It shall not be the intention of the District Council 5 representative to interfere with or slow down any work operations.

ARTICLE 14
HOURS OF WORK AND WORK RULES

14.1 Hours in excess of forty (40) hours per week will be paid at the rate of time and one-half (1½) the Employees regular rate of pay. All other hours will be paid at the regular rate of pay.

14.1.1 Holidays: The following days shall be recognized as legal holidays, and if worked, will be paid at the rate of time and one-half (1½): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. If a holiday falls on Saturday, the preceding Friday will also be recognized as the legal holiday and if a holiday falls on Sunday, the following Monday will also be recognized as the legal holiday, and in either case, will be paid at time and one-half (1½) the Employees regular rate of pay.

14.1.2 Martin Luther King Day will be recognized as a day of observance and any Employee can take the day off without recrimination, provided that he/she provide the Employer with 24 hour advance notice.

14.2 On multiple shift projects, those involving two (2) shifts or more at the same site, Employees will be compensated by their applicable wage rate during their thirty (30) minute lunch period on the swing and graveyard shifts only. This clause does not apply to pre-finish shops.

14.3 Painters shall report to work with the usual tools of the trade, consisting of a duster, putty knives, broad knives, a hammer and nail set, 6", 8", 10" adjustable wrenches and an assortment of sizes and shapes of screwdrivers, razor blades holder, roller spinner, assorted pliers and grip. As a tool of the trade, all Employees shall be required to furnish and wear work boots, clean white overalls/pants and shirts commensurate with the work being done. No tennis shoes shall be worn on the job. Protective body coverings will be supplied by the Employer when using hazardous material. Employees shall not supply paint brushes.

14.4 Wall Coverers will supply straight edge and the usual Wall Coverer's hand tools, with the contractors supplying all the other tools and equipment.

14.5 Personal hand tools furnished by the Taper shall consist of hock and trowel, broad knives 1", 2", 4", 6", 8", 10", 12", hand mixer, mud pan, scrub brush pole, sander, snips, two (2) buckets, utility knife, file, Philips screwdriver, tape reel, hammer, hand sander and whites. The Employer shall furnish all tools with movable parts, all power tools and stilts.

14.6 Employees are prohibited from reporting to job or shop more than 30 minutes before working time.

14.7 It shall be understood that the preparation of materials and equipment or the cleaning up and removal of same is to be performed by Employees of the Employer within working hours. All spray Painters shall have sufficient clean-up time. Employees shall be allowed five minutes before lunch and at the end of a shift for personal clean-up.

14.8 Employees who report at the time they are instructed by Employers or their agent, and who are not put to work shall be paid two (2) hours pay, except where Employees are not put to work because of inclement weather, in violation of the Employers Drug and Alcohol Policy or other conditions beyond the Employer's control. All Employees, when ordered to work, must be guaranteed a minimum of two (2) hours pay. However, if the job site is located outside the free travel zone (reference Section 16.4) all Employees shall receive four (4) hours of show-up pay.

14.9 No contractor shall be dispatched as an Employee until surrendering their credentials and bond.

14.10 If any Employee shall knowingly work for an Employer who does not pay fringe benefits, the Union shall take disciplinary action against the Employee.

14.11 All Employees shall be entitled to meal and rest periods as defined by the Washington State Administrative Codes (WAC).

ARTICLE 15 UNUSUAL CONDITIONS

15.1 WAGES AND FRINGE BENEFITS ON PUBLIC WORKS CONTRACTS

15.1.1 The rate of pay for all classifications of work 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.

15.1.2 Fringe benefit payments for Employees shall be paid in accordance with the provisions set forth herein.

15.1.3 Employers found in violation of this provision of the Agreement, by either using the Davis Bacon Wage Rate or re-paint wage rate on any job and/or project other than Davis Bacon or re-paint job and/or project, or by failing to report the job and/or project to the Union, shall be cause for the Union to file a grievance against the Employer with the Industry Board as provided for under this Agreement.

15.1.4 If found in violation, the Employer shall no longer be allowed to use this provision of the Agreement for the duration of the Agreement; and further, the Employer shall pay the current Journeyman's wage rate under this Agreement for any existing jobs he may be doing at the time of the violation of this section.

ARTICLE 16
SUBSISTENCE PAY AND TRAVEL TIME

16.1 During the lifetime of this Agreement signatory contractors will be allowed to designate the nearest town as the base of their operations and they will state in writing to the Union whether their shop, the Union Hiring Hall, or the county courthouse will be used as starting point for the purpose of travel pay during the lifetime of this Agreement. If contractors do not designate in writing to the District Council of the Local Union that their shop, the courthouse, or the Union Hall shall be used as a starting point for the purpose of computing travel time, the Employer's shop shall be considered the starting point and shall not be changed for the life of this Agreement.

16.2 In the event the Employee lives closer to the job site than the Employer's shop is located, the Employee's home shall be used as the starting point for the purpose of travel pay.

16.3 All toll bridges, ferry fares, or other forms of transportation expenses shall be paid by the Employer in addition to the regular transportation expense covered by Sections 16.4, 16.5 and 16.6 of this Article.

16.4 Travel is as follows: From Employer's designated starting point to 75 road miles is Employer's free travel zone. From the Employee's residence to 75 road miles is the Employee's free travel in those instances where the Employee's residence is located closer to the job site than the Employer's designated starting point. To determine road miles in this Article the Employer will use Mapquest.com or the equivalent. Travel reimbursement for travel from 76 miles to 100 miles is \$15.00.

16.5 For travel 101 miles and over, subsistence of \$35.00 per day or actual expenses, whichever is greater, paid seven days a week plus one round trip of actual travel hours up to eight (8) hours per day at the straight time rate. The round trip rate shall repeat itself each time the Employee is required to return to his starting point by the Employer. Subsistence shall mean the cost of lodging plus the cost of meals.

16.6 If an Employee is required to fly or take a train to a job site, all fares and expenses will be paid by the Employer.

16.7 The Employers signatory to an agreement with a District Council, Local Union or the International Union of Painters and Allied Trades in another area and coming into or under the jurisdiction of the Western Washington Area Agreement for the Professional Painting Industry shall use the Local Union dispatch point for purpose of travel pay. Job sites shall not be considered an Employer's shop or place of business.

ARTICLE 17
WAGES AND CLASSIFICATIONS

17.1 All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par, by lawful currency in an envelope or by direct deposit. In either case a receipt (check stub) showing the Employee's and the Employer's names and addresses, rate of pay, dates and hours worked, both regular and overtime, travel and subsistence pay, and all deductions made and amount due. No more than seven calendar days pay shall be held back. The said payments shall conform with all provisions pertaining to the payment of Employees as required in this Agreement and Federal and State laws. Violation of this clause shall be deemed sufficient reason for removal of Employees by a Local Union and/or District Council representative, and said removed Employees shall be paid waiting time as per Section 17.6 of this article.

17.2 In the case of an out-of-town contractor, a reasonable time or 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 2nd shift, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Local Union not later than 12:00 noon the following day after such wages are due and payable. Established pay day shall be recorded with the Union by all signatory members to this Agreement. Requests for additional time, or variations to this section, must be filed with the Local Union or the District Council prior to any change in the regular pay period.

17.3 Employees feeling they have a grievance pertaining to any compensation for wages, travel time or board and room shall file such claim with their Employers.

17.4 It is agreed by the Union that the wages and conditions described in this Agreement are the minimum wages and conditions for dispatching of Employees and no Employee shall be permitted to work for any Employer signatory to this Agreement for wages or under conditions below the minimum described herein, except as set forth in Article 1, Section 1.5, Article 15 and Article 22, Section 22.5. It shall not be a violation of this Agreement for the Employer to pay wages in excess of the minimums contained herein.

17.5 Monies earned shall be due and payable once a week on the job, at the Employer's point of dispatch, by mail or by direct deposit to the Employee's account at quitting time, except where additional time is requested and found to be to the mutual advantage of all parties concerned.

17.6 Employees laid off for lack of work, discharged or those who quit must be paid in full by the next regular pay period. These Employees may receive their pay at the Employer's place of business, by direct deposit or by mail. Failure to do so, or failure to pay an Employee on the regular pay day, or payment of an Employee by NSF or otherwise non-negotiable check, shall constitute a separate and willful violation of this Agreement. If an Employee incurs NSF charges because of having received a NSF check from their Employer, the Employer will be liable for all NSF charges from the Employees bank. In such instances the Union may, at its discretion, assess damages against such Employer to the extent of time and one-half (1½) of the Employee's regular rate of pay for all "waiting time" including Saturdays, Sundays, or holidays, not to exceed five (5) days pay at time and one-half (1½) or to take any remedial steps as outlined in the Agreement. Waiting time shall be construed, for the purpose of this Section, as not more than eight (8) hours in any 24 hour period during which an Employee has not received pay.

17.7 The refunding of wage (commonly referred to as kickbacks) to Employers or the acceptance of said refund (or kickbacks) by an Employer shall constitute a distinct and separate violation of this Agreement. This section shall be in addition to any right accruing under State and Federal Law which makes “kickbacks” punishable by fine and imprisonment.

17.8 SCHEDULE “A” – PROFESSIONAL PAINTERS

HOURLY RATES FOR CLASSIFICATIONS UNDER THIS CONTRACT

EFFECTIVE July 1, 2011

PERCENTAGE	<u>Untested</u>	<u>Painter 1</u>	<u>Painter 2</u>	<u>Painter 3</u>	<u>Journeyman</u>
	60%	70%	80%	90%	100%
Wage Rate	\$ 16.44	\$ 19.18	\$ 21.92	\$ 24.66	\$ 27.40
Health & Welfare	5.16	5.16	5.16	5.16	5.16
H&W Tax Def. Ded.	(0.81)	(0.81)	(0.81)	(0.81)	(0.81)
LMCI	0.06	0.06	0.06	0.06	0.06
Training Fund	0.46	0.46	0.46	0.46	0.46
Painter Progression	0.05	0.05	0.05	0.05	0.05
IUPAT Pension	1.20	1.20	1.20	1.20	1.20
WW Pension	1.37	1.37	1.37	1.37	1.37
WWSPE	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>
Total Package	\$ 23.98	\$ 26.72	\$ 29.46	\$ 32.20	\$ 34.94

APPRENTICE WAGE SCALE

Bracket	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
Percent	60%	63%	66%	69%	72%	75%	78%	81%
Wage Rate	\$16.44	\$17.26	\$18.08	\$18.91	\$19.73	\$20.55	\$21.37	\$22.19

The following fringes are to be added to all Apprentice wages:

Health & Welfare	5.16
H&W Tax Deferred Deduction	(0.81)
Labor/Management Fund	0.06
Training Fund	0.46
Painter Progression	0.05
IUPAT Pension	1.20
WW Pension	(starting at 4 th bracket) 5% of Gross Wages
WWSPE	.05

Pre-Apprentice Wage

Wage Rate	\$15.00
Fringe Benefits	None

Utility Worker

Wage Rate	\$13.00
Fringe Benefits	None

17.8.1 SCHEDULE "B" – TAPERS. Drywall Finishers (Tapers) will have parity to wages and benefits as in the Western Washington Area Agreement for the Drywall Industry except as stated in Article 2, Section 2.5.

17.8.2 IUPAT PENSION FUNDING IMPROVEMENT PLAN: The forty-two (\$0.42) per hour increase beginning January 1, 2012 to the IUPAT Pension required under the IUPAT Pension funding improvement plan will be an employee deduction. In the event that any future increases are needed under the improvement plan during the term of this Agreement such increases will be employee deductions. This deduction shall cease whenever the current required funding improvement plan is no longer required by the IUPAT Pension Trust and/or whenever this extra contribution is no longer required under applicable law. No additional benefit increase to the IUPAT Pension is provided for during the term of this Agreement.

17.9 Dues Check-off. Dues Check-off will be as listed in Article 17.8 of gross wage for all Employees regardless of classification.

17.10 Foreman Pay. Foreman will receive one dollar fifty cents (\$1.50) per hour above his/her hourly wage.

17.11 Industrial Premium. A premium of fifty cents (\$0.50) per hour will be paid to the Applicator per Article 3.10.

17.12 Pay Increases.

17.12.1 There shall be a wage freeze in 2010 and 2011. A seventy cent (\$0.70) per hour pay increase for Journeyman wages will occur on March 1, 2012. A seventy-five cent (\$0.75) per hour pay increase for Journeyman wages will occur on March 1, 2013. A one dollar (\$1.00) per hour pay increase for Journeyman wages will occur on March 1, 2014.

17.12.2 In the event that the employee's current rate of pay already exceeds the highest listed Journeyman pay rate, any increase will be at the Employers discretion. The employee shall see no decrease in his/her current pay rate.

17.12.3 In the event that the Painters Health and Welfare Trust requires an increase in the contribution rate for any contract year, the increase will be deducted from the Employees net pay under the IRS Section 125 Plan. After proper notification by the Union, each Employer will make the pre-tax deduction for each Employee. If multiple years require an increase in the contribution rate, the amount will be cumulative and all existing and new Employees will receive the same deduction. Starting in 2010, the Employer will contribute up to twenty-five cent (\$0.25) for any Health and Welfare increase greater than fifty cents (\$0.50) in a given year. Should a portion of the twenty-five cent (\$0.25) maintenance rate not be used, no carry over shall occur.

17.13 ONGOING TRAINING. All Journeymen and Painters must remain current during the life of the Agreement with the following training requirements: First Aid/CPR, Scaffold and Aerial Lift, Lead Awareness, Confined Spaces, Health and Safety and Haz-Cert Training, or any training mandated by any regulatory agency.

17.14 Painters will have the opportunity to progress in their wages by taking the Painter Progression Test that include written and skills applications. These tests will be administered through the Joint Apprenticeship and Training Committee. The skills tests will be judged by qualified representatives from both Labor and Management. A Painter can advance from Painter 1 to Journeyman by testing every 1,200 working hours or once per year at their option, however precedent to such advancements, hours will be verified by trust fund contributions and the required safety training pursuant to Section 17.13 must be current. Any Painter who has graduated, and such graduation can be confirmed, from a State Certified Painter Apprenticeship Program prior to and including 1985 shall be considered a Journeyman Painter. Prior Agreements had categories of P1 - P4. As of March 1, 2011 the parties have agreed to abolish the P4 category leaving only P1- P3. It is recognized that tested P4's are already present in the system and anticipated to progress to Journey level. Until all such current tested P4's have progressed to Journey level that category will remain in effect and the wage rate established will not change until progressed forward in accordance with the Agreement.

**ARTICLE 18
PAINTER APPRENTICE SCALE**

18.1 The Apprentice wage scale shall be based on the current Journeyman scale.

18.1.1 Apprentice Brackets for those indentured prior to March 1, 2011 for purposes of calculating wages shall be:

1 st Bracket - 60%	4 th Bracket - 69%
2 nd Bracket - 63%	5 th Bracket - 72%
3 rd Bracket - 66%	6 th Bracket - 75%

18.1.2 Apprentice Brackets for those indentured after March 1, 2011 and corresponding percentages for purposes of calculating wages shall be:

1 st Bracket - 60%	5 th Bracket - 72%
2 nd Bracket - 63%	6 th Bracket - 75%
3 rd Bracket - 66%	7 th Bracket - 78%
4 th Bracket - 69%	8 th Bracket - 80%

18.2 Each period (Bracket) of Apprenticeship is at least six months duration during which time the Apprentice must have worked a minimum of 750 hours on the job and satisfactorily completed the related school training and testing. Advancements to the next Apprenticeship period are made at the discretion of the local Joint Apprenticeship and Training Committee and the Employer, providing all of the applicable Apprenticeship standards have been met.

18.3 Apprentices shall receive Health & Welfare coverage. Payments of Western Washington Pension coverage on behalf of Apprentices shall commence upon advancement to the 4th Bracket. Payments into the IUPAT pension will commence upon employment.

- 18.4 A graduate of the JATC shall not suffer a reduction in wages by his/her current Employer after completing the program.
- 18.5 A graduate of the JATC will receive the wage rate at the level tested per Article 12, Section 12.11.

ARTICLE 19 PRE-APPRENTICES

- 19.1 Pre-Apprentices may be hired at any time of the year. However, they shall not be used to displace Journeymen or Apprentices.
- 19.2 The Employer must notify IUPAT District Council #5 within 48 hours of hiring any Pre-Apprentice.
- 19.3 No Employee shall be a Pre-Apprentice for more than 1 year. (See Article 11.9)
- 19.4 It is recommended that no Pre-Apprentice shall become an Apprentice unless he or she has worked at least 30 days as a Pre-Apprentice.
- 19.5 Pre-Apprentices must attend an orientation class from the JATC within their first 30 days of employment. The Employer will pay four hours of this orientation at the Pre-Apprentice wage to the attendee on the first pay period following confirmation from the JATC of such attendance.
- 19.6 Pre-Apprentices need not be members of the Union. Dues Check-off listed under Article 17.8 of gross wages shall apply.

ARTICLE 20 TRUST FUNDS AND BENEFITS

- 20.1 All Employers are expected to remit trust fund payments promptly, as set forth in the applicable trust agreements. In the event an Employer does not file a trust fund remittance report on a timely basis, or files a remittance report without enclosing full payment, the trust fund administrator shall contact such Employers immediately to demand payment, and shall also advise the Union.
- 20.1.1 If, after an audit conducted by the trust funds, an Employer is found to owe money to the Trust; the Employer shall pay the deficiency promptly. If the Employer intends to contest the audit, he shall so notify (within 30 days) the trust fund administrator and they shall establish an escrow account, within 30 days of notice of the audit results, into which the Employer shall deposit the contested amount pending resolution of the dispute.

20.1.2 It is understood and agreed that notwithstanding the provisions of Article 4.3, the Union shall remove employees from and take other economic action against any Employer which has failed to comply with Article 20.1 by making restitution within 24 hours after receiving notice or who has failed to either pay or deposit monies in a trust within five (5) days after an Employer is found to owe money to the Trust after an audit. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive their regular average weekly wage, including overtime and fringes, for the period of time lost from work. The enforcement of the foregoing wage payment provision by the Union shall be subject to the grievance and arbitration provisions of this Agreement on an expedited basis.

20.2 Each signatory Employer shall continue to provide Health & Welfare coverage through The Employee Painters Trust and shall make contributions to that Trust at the bargained rate per the Schedule "A" per compensable hour.

20.2.1 In the event that any State or Federal legislation has any impact on participation in The Employee Painters Trust, both sides agree that the Agreement shall be opened for the sole purpose of addressing the issue of Health & Welfare.

20.3 The Employer shall pay into the Western Washington Painters and Allied Trades Apprenticeship and Training Trust forty-five cents (\$0.45) per compensable hour for all Journeymen, Painters P1-P4, Untested, and Apprentices on a monthly basis. Increased to forty-six cents (\$0.46) per hour on March 1, 2011, of which one cent (\$0.01) is to be forwarded to FTI; increased to forty-seven cents (\$0.47) per hour March 1, 2012, of which two cents (\$0.02) is to be forwarded to FTI. The Employer shall pay into the Western Washington Painters and Allied Trades Apprenticeship and Training Trust an additional five cents (\$0.05) per compensable hour for all Journeymen, Painters P1-P4, Untested, and Apprentices on a monthly basis to be allocated solely to the Painter Progression Program.

20.4 The Employer shall continue to pay into the Western Washington Pension Plan \$1.37 per compensable hour for Journeymen, Painters P1 - P4 and Untested. Increased to \$1.50 per compensable hour on March 1, 2012, \$1.60 per compensable hour on March 1, 2013, and \$1.70 per compensable hour on March 1, 2014. Employer contributions for Apprentices shall be, starting with the 4th Bracket, at the rate of 5% of gross wages (exclusive of fringes). The Employer will also make payments into the IUPAT Pension as described in Section 20.6.

20.4.1 The Union shall have complete discretion to apply any portion of a wage increase towards the Western Washington Pension Plan in addition to the Employer contribution defined in Articles 17.8 and 20.4. Any increase will be done as a wage deduction.

20.5 The Employer shall pay into the LMCI Trust Fund at the rate of five cents (\$0.05) per compensable hour for all Journeymen, Painters P1-P4, Untested and Apprentices. Increased to six cents (\$0.06) per compensable hour on March 1, 2011; increased to seven cents (\$0.07) per compensable hour on March 1, 2012; increased to eight cents (\$0.08) per compensable hour on March 1, 2013; increased to nine cents (\$0.09) per compensable hour on March 1, 2014.

20.6 IUPAT PENSION

20.6.1 The Employer agrees to make payments to the IUPAT Union Industry Pension Fund for each Employee covered by this Agreement, as follows:

(a) For each hour or portion thereof for which an Employee, except as stated in Article 17.8 and 17.8.2, receives pay, the Employer shall make a contribution of \$1.20 per hour 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. However, no contributions shall be made on behalf of Utility Workers or Pre-Apprentices.

(d) The payments to the Pension Fund required 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.

20.6.2 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 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.

20.6.3 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 V, Section 6 of said Agreement and Declaration of Trust.

20.6.4 If an Employer fails to make contributions to the Pension Fund within 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 procedures or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

20.6.5 The pension plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Codes so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

20.6.6 IUPAT PENSION FUNDING IMPROVEMENT PLAN: Notwithstanding the foregoing, no additional benefit increase is provided under this Agreement for the IUPAT Pension. See Sub-Section 17.8.2. All contributions for funding improvement shall cease when no longer required under applicable law or if any funding improvement contribution is allocated by the IUPAT Pension Trustees to increase benefits.

20.7 All Employers signatory to the Western Washington Area Agreement for the Painting Industry agree to administrative dues, commonly known as dues check-off adopted by the Western Washington Area Local Unions. The Employer further agrees that on or before the last day of each month, on uniform reporting forms furnished by the distribution agency, to remit the working dues established by the Union per compensable hour (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction) on all Employees to the central distribution point, the Western Washington Painters Pension Trust, c/o Zenith Administrators, 201 Queen Anne Avenue N., Suite 100, Seattle, Washington 98109. The obligation to the Employer shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card to be furnished by the District Council #5. On or before the 15th of each month, the Employer will submit a dues deduction authorization card, together with the number of hours worked by each such Employee during the month previous.

SAMPLE AUTHORIZATION CARD

I hereby authorize and direct my present employer and any other employer by whom I may be employed (if such employer has a labor agreement with I.U.P.A.T. District Council #5) to deduct the working dues established by the Union per compensable hour (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction), from my wages and promptly transmit such monies to I.U.P.A.T. District Council #5. This authorization shall be in effect for the term of the current labor agreement or for one year, whichever is the earliest and shall automatically renew itself for successive one year periods, unless rescinded by written notice given to I.U.P.A.T. District Council #5 within the 60 day period preceding the automatic renewal of the authorization.

In case more authorization cards are needed, call (206) 441-5554.

Date

Signature

20.8 The Employer shall pay five cents (\$0.05) per compensable hour worked by each Employee to the WWSPE Fund, except for Pre-Apprentices and Utility Workers.

20.9 Employers will collect and submit to the Union dues check-off plus any and all dues, fees, withholdings or assessments approved by the Union as a wage deduction.

**ARTICLE 21
PERSONAL REAL ESTATE PROVISION**

21.1 Real estate owned by the individual signing this Agreement shall be excluded from the scope of the Agreement. The Employer will maintain a record of all such work performed and all benefits on hours worked.

**ARTICLE 22
STUDY COMMITTEE**

22.1 A study committee shall be appointed if there is an industry agreement, the members of which shall be two members from the Industry, two Union officials, and four bargaining unit members from representative Employers.

22.2 The purpose of the committee shall be to study and advise management and labor of suggested contract or practice changes, to suggest better training or promotion of Union painting business, and to promote labor/management cooperation.

22.3 The committee shall meet every six months. The committee shall review reports of hours worked, economic conditions, any increase or decrease in membership, job opportunities, and other available information about the painting industry.

**ARTICLE 23
SAVING CLAUSE**

23.1 Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of an agency or a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such parts of provisions affected. If such negotiations do not result in an agreed substitute clause, the matter shall be referred to the impartial umpire for final decision which shall be binding upon all parties to this Agreement. The remaining parts or provisions shall remain in full force and effect.

23.2 This Agreement is not intended to and shall not be construed to permit acts which violate any Federal or State law. This Agreement is not intended to, nor shall it be construed as creating, recognizing or imposing, on the Union or the Employer any common law duties.

23.3 This Agreement may be executed in multiple counterparts, all such counterparts shall constitute, when taken together, one and the same instrument as if all signatories were contained in the original.

**ARTICLE 24
DURATION OF AGREEMENT**

24.1 This Agreement shall remain in full force and effect until February 28, 2015 and shall automatically renew itself from year to year thereafter unless the Employer or the Union gives written notice of intention to modify the terms of this Agreement or to terminate this Agreement at least 60 days, but not more than 90 days prior to February 28, 2015, or as the case may be, of a subsequent anniversary date. Either the Union or the Employer, if such party has given notice of intent to modify this Agreement, may terminate this Agreement by written notice any time after February 28, 2015. Unless notice is received within the 60 to 90 day time period provided herein, such notice shall be wholly ineffective.

The Union and the Employer agree to strictly adhere to and comply with all the terms of this Agreement including any attachments or Memorandums of Understanding for the betterment of the Painting Industry.

Signed in Good Faith this _____ day of _____, 20____.

EMPLOYER:

I.U.P.A.T. DISTRICT COUNCIL #5:

Employer Signature

Union Signature

Employer Name (please print)

Printed Name

Company Name

Address

City, State, Zip Code

Telephone Number

Fax Number

Contractors Registration Number

**Political Contribution Deduction
“Attachment 1”**

It is agreed by the parties hereto that “Attachment 1” is a Memorandum of Understanding to the Western Washington Area Agreement for the Professional Painting Industry dated March 1, 2010 – February 28, 2015.

Voluntary Payroll Deduction of Political Contributions – Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from Employees who are Union Members in the following form, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128.

Authorization Form for Check-off of Political Contributions – I hereby authorize my employer to deduct from my pay the sum of five cents (\$0.05) for each hour worked (or from each regular paycheck _____ dollars weekly), as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send the “Combined National Fund”, on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to “Combined National Fund” and mailed monthly together with the applicable remittance report to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128. This authorization is signed freely and voluntarily and on the understanding the PAT Political Committee is engaged in a joint fundraising effort with the AFL-CIO, will use the money contributed in that effort to make political contributions and expenditures in connection with Federal, State and local elections, and that this voluntary authorization may be revoked at any time by notifying my Employer, PAT Political Committee, and District Council #5 and/or Local Union # _____ in writing of a desire to do so.

Employee Signature

Contributions to PAT-PC are not deductible as charitable contributions for Federal income tax purposes.

IUPAT District Council #5

Employer

Referral Check-off Sheet "Attachment 2"

As per Article 8.5 of the Western Washington Area Agreement for the Painting Industry, all Employees dispatched by the Union will have a First Aid/CPR card, social security card and/or proper ID to comply with I-9 form, tools of the trade, all items on the Referral Check-Off Sheet, documentation of applicable training and any training/certification imposed by State or Federal agencies and/or the current Collective Bargaining Agreement considered inherent to the trade such as but not limited to lead awareness or certifications thereof, and proof of applicable medical tests (i.e., pulmonary, blood lead level, hearing tests and annual physical).

As per Article 8.5.1 of the Western Washington Area Agreement for the Painting Industry, any Employee dispatched without a First Aid/CPR card, accomplishment of training or applicable medical tests, and tools of the trade as required in Articles 8.5, 14.3-14.5 and 17.13 will either be (a) returned to the Union or (b) the Industry Board will be convened on an as needed basis to make the necessary changes to this Agreement.

Name of person being dispatched: _____
PLEASE PRINT

Does he/she have the following:

	YES	NO	NOTES (Classes scheduled, alternative schools, etc.)
1. Government Photo ID	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. First Aid / CPR	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Social Security Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Scaffold User Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Lead Awareness Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Aerial Lift Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Confined Space Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Haz-Cert Training	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Tools of the Trade	<input type="checkbox"/>	<input type="checkbox"/>	_____
(Painters: Duster, putty knives, broad knives, a hammer and nail set, 6", 8", 10" adjustable wrenches and an assortment of sizes and shapes of screwdrivers, razor blade holder, roller spinner, assorted pliers and grip.)			
10. Painter's Whites	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Work Boots	<input type="checkbox"/>	<input type="checkbox"/>	_____

Employers shall supply, at no cost to the employee, any tools not covered in Article 14, Paragraph 14.3 of the Collective Bargaining Agreement. Non "hand tools" may be "checked out", to be returned upon termination of employment. All safety equipment shall be supplied by the Employer at no cost to the employee, per State and Federal law.

I acknowledge that I possess, or will possess, the above-mentioned items to gain employment or to remain employed. I understand that by not having those items that the employer may return me to the Union Hall or terminate my employment.

Signed: _____ Date: _____

Dispatched by: _____ Date: _____