

International Union of Painters & Allied Trades, AFL-CIO

DISTRICT COUNCIL #5

Alaska • Idaho • Oregon • Utah • Washington

Todd Springer
Business Manager

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Memorandum of Understanding

Oregon and Southwest Washington Agreement between

Alaska Roof Restorations, LLC.

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IUPAT District Council No. 5, Local No. 10

This Memorandum shall serve as a binding agreement on the terms listed below between IUPAT District Council #5, Local #10 ("Union") and Alaska Roof Restorations, LLC. ("Employer"). The Employer is bound to the Alaska Area Agreement for Painting, Drywall Finishing, & Wallcovering ("Alaska Area Agreement"), and both parties agree that all terms and conditions of the Alaska Area Agreement shall hereafter apply to painting work by the Employer within the geographic jurisdiction of the Union, with the following modifications:

PTO

Paid Time Off (PTO) will be in a set dollar amount and sent to the members account to be established at the IBEW Credit Union by signature authorization of the employee. The Employer shall withhold eighty cents (\$.80) per hour from each Apprentice and Utility classifications. The Employer shall withhold one dollar (\$1.00) from Journeyman, Foreman, and Superintendent classifications. This is for all hours worked on all projects, regardless of location. Employees will authorize the Employer, in writing, for coverage to be used as PTO. The withholdings shall be paid monthly to the authorized administrator with the other hourly contributions. The amounts paid for PTO shall be deposited into the account, once established, of the individual employee. Each employee hereby agrees (through the Union, acting as exclusive bargaining agent) that any such remaining funds considered inactive for eleven (11) months at the Trust Office, will be applied as described below:

In the event an individual account is not established and has had no transfers or deposits for a period of eleven (11) months, those funds, upon the request of the agent of the Union and a review by the Pump Committee, shall be transferred to the LMCO Pump Training Fund. Sick Leave will be provided compliant with the Oregon Sick Leave Law (ORS.653.601) and Washington Paid Sick Leave Law (Chapter 49.6 RCW).

Apprenticeship

The Employer agrees to be pay contributions for all hours worked under this Agreement for the Oregon and Southwest Washington Painters Apprenticeship and shall participate in the Oregon and Southwest Washington Painters Apprenticeship as an Oregon Training Agent. The Employer shall abide by all the requirements of the program, and be subject to authority of the Oregon and Southwest Washington Painters Joint Apprenticeship Training Committee regarding apprentices. The hourly apprenticeship contribution shall be paid to the 'Oregon and Southwest Washington Apprenticeship and Training Trust Fund' per Schedule A from the 1st day of May 2023, which is incorporated by reference as though fully set forth herein.

Medical, Dental, Vision and Pension Plans

The Employer agrees to be pay contributions for all hours worked under this Agreement to the Employee Painters Trust ("EPT") and to the Oregon and Southwest Washington Painters Pension ("Pension"). The Employer is bound by the terms of both the EPT Trust Agreement and the Pension Trust Agreement, which are incorporated by reference as though fully set forth herein, as well as any amendments thereto. The Employer hereby irrevocably designates as its representatives on the EPT Trust and Pension Trust such trustees as are now serving, together with their successors, as provided for in said Trust Agreements. Hourly contributions for EPT and the Pension shall be paid in the amounts listed in the Union's Schedule A from the first (1st) day of May 2023, which is incorporated by reference as though fully set forth herein.

At the option of the Union, a portion of wages may be allocated to fund any increases in the fringe benefit contributions rate necessary to maintain benefits during the term of this Agreement.

Wages and Per Diem

Alaska Roof Restorations, LLC shall maintain twenty cents (\$.20) higher than the Roofers Prevailing Wage Rate total package for Area One, as defined by Oregon Bureau of Labor and Industries (BOLI). Per Diem shall be paid as outlined in the Schedule A, which is incorporated by reference as though fully set forth herein.

This modification to the Alaska Area Agreement for Painting, Drywall Finishing & Wallcovering once signed, shall be effective continuing through all successive agreements until modified by both parties with sixty (60) day notice.

The scope of work covered by this Agreement shall be that traditionally performed by the Employer in Alaska. Should the Employer desire to perform any other work otherwise covered by the Oregon & Southwest Washington Master Area Agreement between IUPAT District Council No. 5 and the Signatory Painting Contractors Organization, the terms of that agreement shall apply.

All other provisions not listed above, including but not limited to grievance procedures, hours of work, and travel pay in the Alaska Area Agreement shall remain in full force and effect.

SIGNED AND AGREED TO THIS 15th DAY OF May

Alaska Roof Restorations, LLC

Tyler Moor

IUPAT DC#5 / Local #10 Representative Scott Oldham