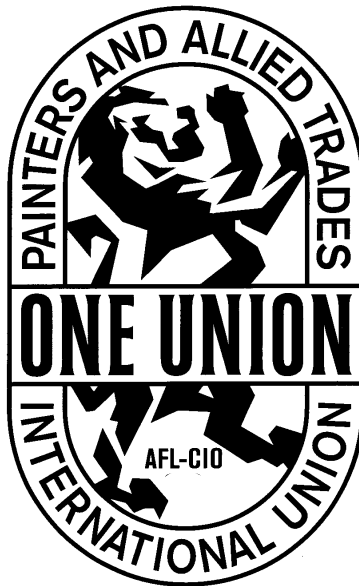


IUPAT DISTRICT COUNCIL 5
ALASKA
MASTER AREA AGREEMENT
FOR THE
TRAFFIC CONTROL STRIPING INDUSTRY



JANURARY 1, 2022 – JUNE 30, 2023

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ARTICLE 1
PREAMBLE AND PURPOSE

- 1.1 This is a Collective Bargaining Agreement between IUPAT District Council 5 and Painters Local 1959 Alaska and collectively referred to as the "Union", and Specialized Pavement Markings, LLC, herein referred to as the "Employer". This Agreement shall also be binding on any person, firm, corporation, joint venture or business entity which signs this Agreement, and which is approved by the Union.
- 1.2 The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Funds, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to promote efficiency and economy in the performance of painting, parking and highway improvement finishing, and generally to encourage a spirit of helpful cooperation between the Employer and employees to their mutual advantage and the protection of the investing public.

ARTICLE 2
SCOPE OF AGREEMENT

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining on behalf of its' following employees:

All installation or construction employees including working foreman, but excluding office clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

- 2.2 Painting, parking and highway improvement work, as those terms are used in this Agreement, includes, but is not limited to, the following:
 - a. All painting, application and installing of lines, arrows, bumpers, curbs, etc., on parking lots, airfields, highways, game courts and other such surfaces.
 - b. The handling, painting and installing of all cars stops, stop signs and any other type of sign installed for the purpose of regulating traffic on such surfaces.
 - c. The installation of plastic, metal or composition button or lines used instead of paint.
 - d. Installation of parking gates, ticket spitters and other similar mechanical and automatic control devices.
 - e. Seal coating, slurry coating and other surface protection.
 - f. Line removal; chemical, sand and hydro-blast, paint and button.
 - g. Installation of guard rail and posts and similar protective devices.

- h. Manufacturing and installation of all car stops, per example: metal, wood, concrete, plastic, etc., and all similar traffic regulators (rumble strips).
- i. Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices (barricades).
- j. The preparation and maintenance of all surfaces as outlined above.
- k. Employees performing fabrication and maintenance work on all vehicles and equipment.

ARTICLE 3
DEFINITIONS

3.1 Only four (4) classifications of employees shall be recognized, i.e., Master Traffic Control Striper, journeyperson, apprentice, and shop helpers.

- a. "Master Traffic Control Striper" is a journeyperson who has advanced training in manufacturer's applications and warranty requirements; that can understand and apply customer specifications in the field; who is trained in maintenance and field repair of all equipment; who has complete control over application procedures and techniques and can make on site decisions under field conditions.

To maintain the highest standards of quality and production, there shall be an on-site Master Traffic Control Striper assigned to every crew, and any job working alone running a striping machine, hydro-blaster, etc.

- b. "Journeyperson" is a person who has completed apprentice training or who has the ability and skill to read and analyze plans and specifications, to prepare materials and surfaces for application, to perform necessary layout, and trained in the five (5) following job operations:
 - 1. Striping (manually propelled machine) of all surfaces of streets, highways, parking lots, airports, curb, stencils, etc.
 - 2. Striping (mechanically propelled machine) of all surfaces as outlined for a manually propelled machine.
 - 3. Curbs, asphalt extruded, cement extruded, and performed curb, wheel stops, or bumper rail, composed of any material and affixed to the surface in whatever manner prescribed by specification.
 - 4. Delineating Device Application: Installation of any device or application of any material used in lieu of paint for traffic delineation commonly used in the area of this Contract Agreement such as the following: buttons, tapes and plastics, rumble strips, etc., composed of any materials and affixed to the surface in whatever manner prescribed by specification.

5. Miscellaneous: Installation of guard rail, guideposts, survey monuments, application of slurry seal or any other protective coating to traffic bearing surfaces. Paint removal by any method.
- c. "Apprentice" is a person who is being trained to the position of journeyman over a period of time by a journeyman in the trade. He/She may perform all the functions as described within the journeyman class but under Journeyman's direction and instruction. Apprentices have to be accepted by the Local 1959 Joint Apprenticeship and Training Committee and registered with the Alaska State Office of Apprenticeship and Training.
- d. "Shop Helper" is a person who assists in the maintenance of company equipment and vehicles during the off-season (November 1st – April 1st).

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 Bylaws, or who have violated the terms of this Agreement, or who have crossed or worked behind a primary picket line, including but not limited to such a picket line, at the Employer's premises or job site where the Employer is engaged in work covered by this Agreement. This Section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act. It shall not be a violation of this Agreement if the Union advises Strippers to exercise rights conferred by this Agreement or provided by law.
- 4.2 Except as specifically limited by this Agreement, the Employer shall have exclusive right, as in its sole discretion may determine, to manage its business, to control and supervise all operations and direct all working forces, including but not limited to their right to select and hire, discharge, 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 its employees.
- 4.3 Management personnel assigned to perform bargaining unit work shall be exempt from all of the provisions of this Agreement.

ARTICLE 5 **GRIEVANCE PROCEDURE**

- 5.1 Except as expressly otherwise provided in this Agreement, there shall be no strike or lockout on any job over any grievance or dispute between the union and/or Employer and all

grievances or disputes between the Union and the Employer, arising during the term of this Agreement or to its interpretation or application, shall be settled in accordance with the provisions of this Article.

- 5.2 In the event such a controversy, dispute or grievance arises, representatives of the Union and the Employer shall first attempt to settle the controversy, dispute or grievance. If not resolved within fourteen (14) days from the date the grievance is served, in writing, by either party upon the other, either party shall be authorized to refer the controversy, dispute or grievance to the Grievance Committee.
- 5.3 The Grievance Committee shall consist of two (2) members: one selected by the Union, and one selected by the Employer. The individual Union member involved in a dispute or grievance shall not be a member of the Grievance Committee. The unanimous decision of the Committee shall be final and binding upon the parties. If the matter is not resolved by the Committee within fourteen (14) days after its hearing or if a deadlock exists within the Committee, either the Union or the Employer may refer the matter for arbitration.
- 5.4 With respect to each case referred for arbitration, the Union and the Employer shall, by mutual agreement, select an arbitrator. If the parties are unable to agree upon the arbitrator, either party shall be authorized to request the Federal Mediation and Conciliation Service to submit a list of seven (7) names, and the Union and the Employer shall, alternately, each strike three (3) names from the list and the remaining one shall be the arbitrator. The arbitrator shall promptly hear and determine the dispute, controversy or grievance referred to him/her and his/her decision shall be final and binding. The arbitrator must render a decision within thirty (30) days.
- 5.5 It is the desire of the parties that the arbitrator decides each case and issues his/her written order on the date of hearing. However, the arbitrator may, at his/her discretion, take a case under advisement and issue a post-hearing opinion and order. The arbitrator's fee shall be paid by the party who loses the case; if the arbitrator believes that neither party substantially prevailed, the arbitrator may, in any such case, allocate his/her fee between the Union and Employer.
- 5.6 In the event the Union claims that an 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 against such Employer. If such 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 submit the matter to the Grievance Committee and the procedure under Section 3 of this Article shall apply. In the event the Union takes economic action pursuant to this Section, the Employer shall be liable for up to two (2) days lost wages and trust payments on wages sustained by their employees.
- 5.7 No claim for back pay, travel time, overtime, or any pay due and payable each week will be considered if filed later than thirty (30) days. However, this shall not preclude the right to hear any complaint during the term of this Agreement where in the evidence indicated a condition of chronic or continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement.

ARTICLE 6
UNION SECURITY

- 6.1 All employees of the Employer covered by this Agreement who are members of the Union on the date of execution of this Agreement shall be required to maintain their membership as a condition of employment. All employees who are not members of the Union on the date of execution of this Agreement and all employees employed after the execution date of this Agreement, shall, within eight (8) days following the date of execution or date of employment, whichever is later, be required by the Employer to apply for membership in the Union and to maintain such membership as a condition of employment.
- 6.2 If any employee fails to tender the Union admission fee or if an employee-member of the Union fails to maintain his/her membership, the Union shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said employee within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) or the Employer will be liable for Union dues and fees.

ARTICLE 7
PROTECTION OF RIGHTS

- 7.1 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or to work behind a primary picket line, including but not limited to a primary picket line, at the premises of the Employer or job site at which the Employer is engaged in painting, parking and highway improvement work.
- 7.2 However, the parties agree that the Employer may subcontract certain specialty-only work to non-signatory subcontractors after first checking with other DC5 signatories signed to this Agreement to see if they can do the work at a competitive rate.
- 7.3 Except as provided in Section 2 of this Article, all work covered by this Agreement and customarily performed on the job site or in a shop by employees working under this Agreement shall continue to be performed on the job site or in the shop by employees covered under this Agreement.
- 7.4 It is the intent of the Employer and the Union to protect all job site work which has been traditionally performed by bargaining unit employees or which is fairly claimable as bargaining unit work as covered by this Agreement.

ARTICLE 8
SAFETY

- 8.1 The Employer agrees that no employee will be allowed to use any poisonous material injurious to the health or toxic materials unless protected by every reasonable modern device and method used for health protection. It is the employee's responsibility to inform

the proper management immediately if any such material is injurious to the employee's health.

- 8.2 Applicable laws of the Alaska State Department of Labor and the Federal Occupational Safety and Health Act of 1970 shall be part of this Agreement and shall be enforced under this Agreement.
- 8.3 Employees will be furnished necessary safety equipment required for work assignments.
- 8.4 Employees be required to maintain certification as required by the State of Alaska, including Hazardous Paint Handlers certifications.

ARTICLE 9
PIECE WORK PROHIBITED

- 9.1 Any employee covered by this Agreement who enters into any arrangement - expressed or implied, direct or indirect - with an Employer which contemplates any form of compensation (other than an hourly wage as provided for in this Agreement) shall be terminated by the Employer and shall not be re-employed by such Employer during the terms of this Agreement. In addition to any and all rights conferred either by law or by the terms of this Agreement, the Union shall have the right to picket or strike or both, any Employer who enters into an arrangement prohibited by this Article or who fails or refuses to terminate any employee who has entered into such an arrangement. The Union shall also have the right to terminate the Contract with such Employer.

ARTICLE 10
EMPLOYER RESPONSIBILITIES

- 10.1 The following requirements shall be applicable to all Employers who are parties to this Agreement.
 - a. Every Employer, bound by this Agreement, is required to notify the Union in writing, by Certified mail, within thirty (30) days after any change in ownership. If such notice is not given, the Employer shall be liable for all losses sustained within the thirty (30) days following such change in ownership.
 - b. Any Employer shall also be liable for compliance with all of the terms of this Agreement with respect to any existing or future person, firm, corporation or other business entity engaged in whole or in part in painting, parking and highway improvement work within the geographical jurisdiction of this Agreement if the Employer has any operating control over such other person, firm, corporation or other business entity for work within the scope of this Agreement.
 - c. The Employer shall not require or permit any employee covered by this Agreement to report at the job site or in the shop more than thirty (30) minutes before working time.

- d. In the event the Employer, or any principal involved with the Employer, established a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or established a separate business entity within the geographical jurisdiction of this Agreement, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered within the scope of this Agreement.
- e. The Employer agrees that on work performed coming under the scope of this Agreement where plans or specifications have been provided by an awarding authority, said specifications shall be available for inspection by the representative of the Union and/or District Council.
- f. The following information shall be required when an Agreement is signed: Alaska State Contractor's 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.
- g. Employer agrees to notify Union of any bargaining unit work that they may be forced to subcontract to a contractor NOT signatory with the IUPAT and the Employer agrees to supply the IUPAT with the subcontractors name, address and state contractors registration number.

ARTICLE 11 **EMPLOYEE RESPONSIBILITIES**

- 11.1 Vacations may be scheduled throughout the year under the following conditions; vacations scheduled between November 1st and May 30th will be granted when the Employer is given 30 days' notice, with the number of people being on vacation at any one time being at the employer's discretion. Vacation scheduled between June 1st and October 31st will be allowed at employer's discretion; due to backlog and scheduling, and 30 days' notice given.
- 11.2 Reasonable notice will be given to employees before leaving for out-of-town work.
- 11.3 If a regular employee is called to work the Employer will extend every reasonable effort to have him/her work twenty-four (24) hours that week, except for conditions beyond the Employer's control.
- 11.4 The Employer will continually make thorough safety checks of all equipment and request any safety comments from the employees and extend all efforts to correct deficiencies, if any.
- 11.5 It is agreed that Employers signatory to this Agreement shall adopt and accept the terms and conditions of the Alaska State Apprenticeship Standards, the Local 1959 Joint Apprenticeship and Training Committee and the Alaska State Office Apprenticeship and Training.
- 11.6 The Apprenticeship Coordinator will contact the Employer annually prior to September 1st to set up classes and curriculum.

ARTICLE 12
EMPLOYMENT

12.1 Except as limited by this Agreement, the Employer shall have entire freedom of selection in hiring and may discharge any employee for any just and sufficient cause, provided there shall be no discrimination by the Employer against any employee or applicant for employment because of sex, color, race, creed, national origin, Union membership, Union activity or because of non-membership in any Union.

ARTICLE 13
JOB STEWARDS

13.1 The Business Representative of the Union shall, after conferring with the Employer, have the authority to appoint job stewards as needed, and shall notify the Employer, in writing, of the appointment. The job steward shall have time to perform his/her duties pertaining to Union affairs, but the time so spent shall not interfere with the Employer's work.

13.2 The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed. Whenever reasonable, the Business Representative will notify the Employer of their visit.

ARTICLE 14
HOURS OF WORK AND WORK RULES

14.1 Eight working hours in one day shall constitute a day's work. Work in excess of eight hours (8) per day shall be paid at the rate of time and one half (1½) the regular rate of pay. Hours in excess of forty (40) hours in any work week, shall be paid for at the regular overtime rate of time and one half (1½) the regular rate of pay.

- a. All compensable hours worked from 12:00 a.m. Saturday to 11:59 p.m. Sunday shall constitute time and one half (1½) for the first Sunday worked, and shall count towards double time on every Sunday thereafter worked consecutively until a break in the schedule occurs on Sunday work.
- b. Employees required to report for work without a minimum of ten (10) hours between shifts, from end of shift, shall be compensated at the rate of time and one half (1½) the regular rate of pay for that shift. Employees required to work without a minimum of ten (10) hours between shifts, and have duly notified the Operations Manager, shall be compensated at the rate of time and one half (1½) the regular rate of pay.
- c. When possible, Employee's start times for the upcoming day's work will be posted at the office by 5:00 p.m. However, the determining factor for start times shall be by means of telephone call one hour prior to start time.
- d. If there are not at least ten hours between shifts going into a Saturday or Sunday, that shift will be paid at double time.

- e. Employees required to start a shift between 6:00 p.m. and 4:00 a.m. shall receive two dollars (\$2.00) per hour premium added to their regular rate of pay for all hours worked on that shift.

14.2 The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. If a holiday falls on Saturday, the Friday prior shall be considered as a holiday. And if a holiday falls on Sunday, the following Monday shall be considered as a holiday. An overtime rate of double time the regular rate of pay ("premium pay") shall apply to the above holidays, except no work at all shall be performed on Labor Day.

14.3 Employees are prohibited from reporting to the job or shop more than thirty (30) minutes before working time.

14.4 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 or the Employer, within working hours. All employees shall be allowed five (5) minutes before lunch and at the end of a shift for personal cleanup.

14.5 Employees who report at the time they are instructed by the Employer or their agent, and who are not put to work shall be paid four (4) hours wages and benefits at the regular rate of pay, except where workers are not put to work because of inclement weather or other conditions beyond the Employer's control.

14.6 Normally no employee shall be allowed to use their truck or car to transport materials or equipment of any type for the Employer at any time. Any employee who uses their car or truck to transport material or equipment of any type for the Employer at any time shall be paid the current IRS Standard Business Mileage Rate per mile, with a minimum of twenty-five dollars (\$25.00) per day. No employee shall use their own vehicle unless requested to do so by the Employer under the terms agreed to above and only if the Employer's public liability policy protects the employee.

14.7 No employee shall be allowed to rent or lease equipment to the Employer for whom he/she is employed.

ARTICLE 15
SUBSISTENCE PAY, TRAVEL TIME AND MILEAGE

15.1 Travel time shall be defined as all time required to travel from the Employers permanent established office or yard to the job site and from the job site to the Employers permanent established office or yard.

15.2 All toll bridges, ferry or other forms of transportation expenses shall be paid by the Employer in addition to the regular transportation expense covered by Section 3 of this Article.

15.3 Travel time:

Travel time for drivers will be paid at the following rates of pay:

- a. Travel Time (Drivers) scale will be paid at twenty-four dollars (\$24.00) per hour Travel Drive time.
- b. Rider's rate of pay to be paid at a rate of seventeen dollars and fifty cents per hour (\$17.50).
- c. Full fringes will be paid on all travel time hours.
- d. Employees required to travel by air will be compensated at the travel rate specified for drivers for the actual scheduled air travel time plus any layovers and an additional two (2) hours wages and benefits at the travel rate of pay specified for drivers.

15.4 Per Diem – For an Employee working on a job requiring overnight stay, the following shall be furnished:

- a. If room and board is provided, there will be no paid per diem.
- b. If lodging provided by the Signatory Contractor a flat rate of sixty dollars (\$60.00) per day for each actual day spent at the jobsite locality.

Websites for State of AK:

https://doa.alaska.gov/dof/travel/trav_acct.html#rates

<https://doa.alaska.gov/dof/travel/resource/rates.pdf>

15.5 Employers signatory to an Agreement with a District Council, Local Union or International Union in another area and coming into or under the jurisdiction of the Alaska Area Agreement for the Painting, Parking and Highway Improvement Industry shall use the Local Union dispatch point for purpose of travel pay for local employees hired. Job sites shall not be considered as such Employer's shop or place of business.

15.6 Management agrees to pay Employee wages for time spent training if the subject is a management requirement. If required by Federal, State, or other regulatory agencies beyond Management's control it will be the Employee's responsibility.

ARTICLE 16 **OUT OF AREA WORK**

16.1 The Employer, when engaged in work outside the geographical jurisdiction of this Agreement, shall register their jobs with any IUPAT Locals that have a Striping Agreement for that jurisdiction before starting to work.

- 16.2 In the event that the Employer takes any employees outside of the general area covered by this Agreement, such employees shall receive the “Out of Alaska” rate as per the Alaska Master Area Agreement for the Traffic Control Striping Industry current wage and benefit allocation addendum “Schedule “A” or the total package rate of the prevailing IUPAT Agreement in the area where they are working, whichever is higher. In all events the Employer shall continue to pay the hourly contributions for all Trusts as specified in this Agreement on such employees.
- 16.3 The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of this Agreement, comply with all of the lawful clauses of the collective bargaining Agreement in effect in said other geographical jurisdiction and executed by the Employers of the industry and the Local Unions in that jurisdiction including, but not limited to, the provisions of the wages, hours, working conditions and all fringe benefits therein, provided there shall be no dual fringes.

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 or by lawful currency in an envelope. In either case, a receipt (check stub) showing the employee's and Employer's names, rate of pay, dates and hours worked both regular and overtime, travel and subsistence pay, and all deductions made and amounts due shall be given each employee. No more than five (5) 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 employee(s) shall be paid waiting time as per Section 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 next day, 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 the Agreement. Requests for additional time or variations to this Section must be filed with the Local Union or 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 Employer as soon as possible.
- 17.4 It is agreed by the Union and the Employer 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.
- 17.5 Moneys earned shall be due and payable weekly except where additional time is requested and found to be to the mutual advantage of all parties concerned.

17.6 Employees laid off or discharged must be paid in full at the time of dismissal. Failure to do so, or failure to pay an employee on their regular payday, or payment of an employee by N.S.F. or otherwise non-negotiable check shall constitute a separate and willful violation of this Agreement. 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 periods" including Saturdays, Sundays or holidays; or take any other remedial steps as outlined in this Agreement. "Waiting time" shall be construed, for the purpose of this Section, as not more than eight (8) hours in any twenty-four (24) hour period during which an employee has not received pay.

17.7 The refunding of wages (commonly referred to as kickbacks) to Employers or acceptance of said refund (or kickback) by an Employer shall constitute a distinct and separate violation of this Agreement. This Section shall be in addition to any right accruing in Sections 221 and 225 of the Federal Labor Code which makes "kickbacks" punishable by fine and imprisonment.

17.8 Wages and Benefits

There shall be a two dollar and fifty cent (\$2.50) per hour increase on July 1, 2022.

For all current contribution amounts please refer to Local 1959's latest wage allocation addendum (Schedule A).

- a. Master Traffic Control Striper shall receive Journeyman rate plus three dollars (\$3.00) an hour.
- b. For all current apprenticeship percentages and brackets please refer to Local 1959's latest Traffic Control Striping wage allocation addendum (Schedule A).
- d. The Employer agrees to deduct Administrative Dues Check-off from employees at current "Schedule A" rate of gross taxable wage.
- e. For each year of this Agreement, the Employer shall pay up to ten cents (\$0.10) per hour towards any Health & Welfare increase. If the total is not used each year, the remainder shall roll over to be utilized the next year if needed. The total amount available from the Employer for Health & Welfare increases over the term of this Agreement is thirty cents (\$0.30).

ARTICLE 18 **SEPARABILITY**

18.1 If any provision or part of this Agreement is held to be invalid by any agency or court of competent jurisdiction, the remaining provisions and parts shall remain unaffected and in full force and effect.

- 18.2 Should any provision or part of this Agreement be declared invalid by any agency or court of competent jurisdiction, the parties hereto shall meet immediately for the purpose of renegotiation of the provision or part so invalidated.
- a. If such negotiations do not result in an agreed substitute clause, the matter shall be referred to the arbitrator as referred to in Section 4 of Article 5 for final decision which shall be binding upon all parties to this Agreement.
- 18.3 Any change in this Agreement or amendments before its date of expiration must be approved by both the Union and the Employer.
- 18.4 The Employer and the Union will work together to mutually develop and implement innovative processes, procedures, and practices to design or enhance the efficiency of the Company operations and competitive posture of the Company.
- 18.5 A committee made of four (4) persons; two (2) from Management and two (2) from Labor will comprise the committee. The committee will meet on a periodic basis to discuss the concerns of the Company and Union.

ARTICLE 19
EMPLOYER CONTRIBUTIONS & EMPLOYEE DEDUCTIONS

- 19.1 Dues and Administrative Fees Check-off Provision - Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any Employee employed by such Employer during the term of this Agreement administrative dues in the amount stipulated in the current Bylaws and to remit said amount to the Union in the following manner:
- a. The Union will notify the Employer in writing of the amount of administrative dues specified herein, and will, upon request, submit to the Employer a copy of this Agreement or Local 1959's Bylaws.
 - b. For each payroll period, the Employer will deduct from the wages of each Employee the amount stipulated in the current Bylaws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month."
- 19.2 It is understood that the Employer total package will be negotiated herein, and the Employee allocation for each deduction may be amended to meet current needs but the total package, as negotiated by the parties, shall remain constant.
- 19.3 The membership of IUPAT Local 1959 shall vote on the allocation of contributions from the annual upward adjustment of wages, prior to the scheduled effective date stated in the Agreement. All Signatory Employers will be notified fourteen (14) days prior to any revisions or adjustments in the wage allocation.
- 19.4 Local 1959 shall furnish each Employer with standard remittance forms upon which the Employer shall properly record each Employee's accrued hours each month. Remittance

shall be made each month, and by the tenth (10th) day of each month. Any delinquent remittance form is subject to a penalty assessment.

19.5 Contributions to the Finishing Trades Institute, and the Labor Management Cooperation Initiative - For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Finishing Trades Institute ("FTI") and the Painters and Allied Trades Labor Management Cooperation Initiative ("LMCI"), for each Employee covered by this Agreement as follows:

- For each hour or portion of an hour for which an Employee receives pay, the Employer shall make a contribution to the FTI, and to the LMCI.
- For all current contribution amounts please refer to Local 1959's latest wage allocation addendum (Schedule A).
- (Contributions must be made for each hour paid by the Employer, except that, when over-time rates apply, a contribution need be made for only the actual hour(s) worked).

19.6 Contributions shall be paid on behalf of any Employee starting with the Employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Journeypersons, Trainees, and Probationary Employees.

19.7 The payments to the FTI, and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.

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

19.9 The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust indentures.

19.10 The parties hereto further agree to be bound by all actions taken by the Trustees of the FTI, and the LMCI pursuant to the said Agreements and Declarations of Trust.

19.11 Timely Remittance

- a. All contributions to the Funds described in Article 19 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.
- b. If an Employer fails to make contributions to any of the Funds described in Article 19 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

19.12 Each of the respective Funds described in Article 19 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

19.13 Contributions to the Local Union's Health and Welfare Fund, Local 1959 defined contribution Retirement Fund, Apprenticeship and Training Fund.

- a. Health and Welfare - Employee Painters Trust (EPT) - The Employer and Union recognize the established Health-Medical-Hospitalization Trust Fund hereinafter referred to as Employee Painters Trust (EPT). All Contractors signatory to this Agreement are bound to the terms of the Agreement and Declaration of Trust for the Employee Painters Trust and any amendments and any rules adopted pursuant thereto.

19.14 For the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Local 1959 defined contribution Retirement Fund, the Employee Painters Trust, the Local 1959 Apprenticeship and Training Fund for each Employee covered by this Agreement, as follows:

For each hour or portion thereof for which an Employee receives pay, the Employer shall make a contribution to each respective Fund in the amount(s) set forth in latest Local 1959 wage allocation addendum (Schedule A).

19.15 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 or payable by the Employer in accordance with the Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Helpers, Trainees, and Probationary Employees.

19.16 The payments to the Local 1959 defined contribution Retirement Fund, the Employee Painters Trust, the Local 1959 Apprenticeship and Training Fund required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) and each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time.

19.17 The Employer hereby irrevocably designates as its representatives on the Board of Trustees of each Trust Fund identified above, 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.

19.18 All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees of each respective Fund may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust or other rules and regulations that may, from time to time, be adopted by the Trustees.

- a. If the Employer fails to make contributions to one or more, or any of these Funds within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and 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 attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause that may be provided or set forth elsewhere in this Agreement, and such provisions shall not apply in the event of a violation of this clause.

19.19 Each said Fund and each benefit plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to said Fund as a deduction for income tax purposes.

19.20 Dues and Administrative Fees Check-off Provision - Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any Employee employed by such Employer during the term of this Agreement administrative dues in the percentage stipulated in the latest Local 1959 wage allocation addendum (Schedule A) from the Employee's gross taxable wage and to remit said amount to the Union in the following manner:

- a. The Union will notify the Employer in writing of the amount of administrative dues specified herein, and will, upon request, submit to the Employer a copy of this Agreement or Local 1959's Bylaws.
- b. For each payroll period, the Employer will deduct from the wages of each Employee the percentage stipulated in the latest Local 1959 wage allocation addendum (Schedule A) from the Employee's gross taxable wage based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
- c. On or before the tenth (10th) day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours worked by each during the applicable period.

19.21 When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto and the Bylaws of that other Union contain a provision for administrative dues or Business Representative (or Business Manager) "assessment," the Employer shall check off from the wages of Employees covered by this Agreement and employed on that job administrative dues or business representative/Business Manager "assessment" in the amount stated in that other Union's Bylaws, and shall remit said amount to that other Union. In that event, that other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 19.20 A-C will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or Business Representative/Business Manager "assessment" specified in its Bylaws, and to submit to the Employer a copy of the Bylaws or the applicable Bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the Bylaws of that other Union contain no provision for administrative dues or Business Representative/Business Manager "assessment," the Employer shall continue to be bound by Section 19.20.

19.22 On or before the tenth (10th) day of each month, the Employer will submit to the Union a list of all Employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such Employee during the month previous.

- a. Employer contributions commencing with the 1st day of February 2016 and continuing through the duration of this Agreement shall be made to the following funds as prescribed by the Union:

International Funds:

Labor Management Co-Op Initiative (LMCI)
 Finishing Trades Institute (FTI)

Local Union Funds:

Local 1959 defined contribution Retirement
 Health and Welfare (EPT)
 Local 1959 Apprenticeship and Training Fund
 Dues Check Off (DCO)

For all current contribution amounts please refer to Local 1959's latest wage allocation addendum (Schedule A).

ARTICLE 20
AUTHORITY TO EXECUTE

- 20.1 The undersigned Employer warrants asserts and agrees that this document is executed by him/her to represent their firm. Each Employer will affix their signature as an independent Employer.
- 20.2 The undersigned Union representative warrants, asserts and agrees that this document is executed by and in representation of IUPAT Local 1959.
- 20.3 This Agreement will be in multiple copies for signatures by the respective independent Employers, it is understood the individual copies will be culminated into one Agreement serving as the original.
- 20.4 The parties with signatures affixed are cognizant of the provisions found in Article 21 if significant conditions dictate certain revisions or amendments.

This Agreement shall become effective as of January 1, 2022 through June 30, 2023.

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ARTICLE 21
EXPIRATION AND RENEWAL

21.1 This Agreement shall remain in full force and effect from January 1, 2022 until June 30, 2023 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 at least sixty (60) days, but not more than one hundred twenty (120) days, prior to June 30, 2023 or as the case may be, of a subsequent anniversary date. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

In witness whereof, we attach our signatures to this Agreement. This Agreement shall be deemed to be executed when the parties shall have affixed their signatures hereto. :

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

EMPLOYER:

IUPAT DISTRICT COUNCIL 5:

Employer Signature

Union Signature

Printed Employer Name & Title

Printed Name & Title

Address

City, State, Zip Code

Telephone Number / Fax Number

Cell Phone Number

E-mail Address

WA State Contractors Registration #

Federal Tax ID #

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January 2022

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