

INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES LOCAL #77

DRYWALL FINISHING AGREEMENT  
DAW CONSTRUCTION GROUP, LLC

AUGUST 1, 2021 – JULY 31, 2024

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## **AGREEMENT**

This Agreement is made and entered into by and between Daw Construction Group LLC, hereinafter referred to as the Employer, and the International Union of Painters and Allied Trades Local Union #77, hereinafter referred to as the Union.

### **ARTICLE 1. RECOGNITION**

**Section 1.** The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining of all employees engaged in drywall taping and finishing, preparatory and texturing work and other work related to the painters craft union classification, BUT EXCLUDING confidential employees, guards, professional employees, managers and supervisors as defined in the National Labor Relations Act. (NLRB Case No. 27-RM-594)

**Section 2.** Nothing contained in the Article shall be construed to imply any rights obligations or benefits not expressly provided elsewhere in this Agreement. The Employer is not bound or obligated by any terms or conditions or any other district council or local union agreement.

**Section 3.** It is mutually agreed that the application of any and all sealer coats, by whatever method of application excluding exterior tyvek and emulsion products, belongs to the jurisdiction of the Painters with the exception of intermittent “patch or spot priming” which may be done by other employees by the Employer.

**Section 4.** This Agreement shall cover the entire State of Utah.

### **ARTICLE 2. MANAGEMENT RIGHTS**

The Employer retains the full exclusive right to, and authority for, the management of its operations. This exclusive right shall be retained except as expressly and specifically delegated to the contrary by the terms of this Agreement. Among those exclusive retained rights, but not limited thereto, is the right to manage and direct its business and personnel; to manage and control its facilities and operations; to create, change, combine or abolish departments, facilities and jobs, in whole or in part; to determine the methods and means and personnel by which its operations are to be conducted; to maintain discipline and efficiency; and to establish work standards, assign work requirements and overtime and determine qualifications.

In the exercise of the decisions and implementation of the above rights, the Employer shall not be limited by any customs, practices or rules which limit or restrict productivity, efficiency or restrict the joint or individual working efforts or employees.

### **ARTICLE 3. SUBCONTRACTING**

**Section 1.** The Employer shall not subcontract work of the nature set forth in Article 1, Section 1, except as follows:

- A. The subcontractor is signatory to this Agreement or to a short form Agreement incorporating it; or
- B. The subcontractor agrees to pay the employee(s) engaged in covered work a combination of wages and fringe benefits an amount equivalent to that required to be paid by the Employer to its employees. Furthermore, the subcontractor performing work for the Employer will be required to sign a letter of agreement (a copy of which shall be furnished to the Union by the Employer) indicating that it will comply with this provision; or
- C. Work performed by the Employer outside of the territorial jurisdiction of the Union set forth in Article 1 of the Agreement.
- D. Employer is encouraged to request bids but not bound to accept or utilize bids for subcontractors signatory to this agreement.

**Section 2.** The Employer and the Union agree to negotiate wage rates where necessary to be competitive on work in Logan, Cedar City, or St. George. Should the parties fail to reach a timely agreement on such competitive rates, the Employer shall be free to subcontract out the specific work at the wage rates proposed by the Employer.

### **ARTICLE 4. PIECE WORK AND RESIDENTIAL WORK**

**Section 1.** The Employer and the Union recognize that certain work performed by the employees hereunder can, because of the special nature of the project, be best performed on an incentive or piece rate basis. Accordingly, and in recognition that the Employer does not intend to circumvent the wages and fringes required under this Agreement and will utilize the incentive or piece work method only on those jobs where the work lends itself to such system, agrees to allow piece work on the following basis:

- A. The Employer shall be able to piece work out on a footage basis for any work performed twelve (12) feet or under (both ceilings and walls) at a rate of compensation to be negotiated and paid to the employee on a per square foot rate. The Employer agrees to pay fringe benefits based upon the actual number of hours worked and recorded on the time card submitted by the employee.

- B. No employee will be required to work, without consent, on an incentive or piece rate basis, and if incentive work is refused it will not affect that employee's employment with the Employer.
- C. Such employee engaged in incentive or piece work who experience delays beyond their control when working on piece work will be paid a wage rate equal to their base hourly wage for the actual time involved.

## **ARTICLE 5. HIRING PROCEDURES**

**Section 1.** The Employer shall first contact the Union to furnish qualified employees for available work. Should, however, the Union be unable to furnish the workers as requested, the Employer may hire such employees directly wherever it can obtain them.

**Section 2.** The Union's selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or be affected by Union membership, race, creed, color, religion, disability or sex.

**Section 3.** The Union shall develop and utilize a reasonable, nondiscriminatory procedure for selection and referrals and shall provide the Employer with a copy of the referral procedure in effect at the time this Agreement is executed and shall, thereafter, promptly provide the Employer with copies of any modifications thereto.

**Section 4.** The Union shall maintain a current and up-to-date list of all members who are currently unemployed and ready for work, which the Employer may draw from.

**Section 5.** The Employer retains the right to request by name any applicant and to reject for any lawful reason any job applicant referred by the Union, provided, however, that any such employee or applicant reporting for work at the agreed time and designated place and rejected by the Employer shall be entitled to and paid show-up time in the amount provided in the Agreement, unless such employees or applicant is rejected because he reported in a condition unfit for work or not qualified for employment.

**Section 6.** The Employer will notify the Union within five (5) working days of all new hires.

**Section 7.** When utilizing the hiring hall, employers may hire apprentices not to exceed the ratio of 1 (one) apprentice to 1 (one) Journey level Taper. Starting with the first Journey level Taper hired, the employer may hire one apprentice. Employers shall next hire on apprentice if the employer has 5 (five) Journey level Tapers employed. Employers shall employ a minimum of 1 (one) Apprentice for every 5 (five) Journey level Tapers employed. The Joint Apprenticeship Training Committee shall permit enrollment to meet this minimum ratio requirement.

## **ARTICLE 6. ADMINISTRATIVE DUES**

**Section 1.** For the convenience of the Union and its members, the Employer during the life of this Agreement, and subject to all the provisions of this Section, shall deduct from the wages of those employees in the bargaining unit who execute an assignment and authorization for deductions levied in accordance with the Constitution and Bylaws of the Union.

**Section 2.** The Employer hereby agrees to check-off from the wages of any employees employed, administrative dues in the amount as the Union will certify, from the gross wages in the payroll period and will remit such sums to the Painters and Allied Trades Trust Fund by no later than the fifteenth (15<sup>th</sup>) of each month for all hours worked in the previous month, provided the employee(s) in question have signed a valid authorization card authorizing such deduction. Forms for such authorization shall be supplied by the Union.

**Section 3.** The Union shall indemnify the Employer against any claims or loss arising out of the Employer's deduction to dues not levied in accordance with the Constitution and Bylaws of the Union, and the Union will make refunds direct to the Employer.

**Section 4.** The Employer hereby agrees to deduct/check-off from the wages of any employees employed, for programs decided upon and created by the members in the amount per hour as the members will certify through the Union. The Employer will be notified by the Union the amount per hour decided upon by the members and how the funds are to be distributed.

## **ARTICLE 7. GRIEVANCE AND DISPUTES PROCEDURES**

**Section 1.** It is specifically agreed that in the event any disputes arise out of interpretation or application of this Agreement, the same shall be settled by the means and procedures set out herein. No such grievance or dispute shall be recognized unless called to the attention of one party to the other within five (5) working days after the alleged violation was committed.

**Section 2.** Grievances and disputes shall be settled according to the following procedure.

**Step 1.** The grievance or dispute shall be referred to the shop steward and the Employer's job site representative. If no steward is appointed the dispute or grievance shall be referred to Step 2.

**Step 2.** In the event the shop steward and the Employer's job site representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the Union's Business manager and the President of the Employer's company or designate.

**Step 3.** If the issue is not resolved within ten (10) days after the completion of Step 2, the grievance may either be set aside until it can properly be made a matter for future collective bargaining or it may be submitted by either party to arbitration for resolution by a neutral arbitrator chosen by the parties. If the parties cannot mutually agree on an arbitrator, they will jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a list of arbitrators from which a mutually acceptable arbitrator shall be selected.

Any grievance to be arbitrated shall be reduced to a joint written submission stipulating the issue(s), specific contract provision(s) alleged to be violated, and any fact(s) which the parties agree upon, and this shall be the basis for the Arbitration.

Only a grievance claiming a violation of an express provision of this Agreement or a claim of unjust discipline or discharge may be arbitrated, and then only when arbitration has been requested in a timely manner within ten (10) working days of the Employer's final answer to Step 2.

The arbitrator shall have no power to add to, subtract from or modify this Agreement in any way nor to substitute his discretion for the discretion of the Employer where such discretion has been reserved by this Agreement. The arbitrator shall review the same facts which subsequently may have been discovered and promptly brought to the attention of the Employer. The arbitrator shall be limited to applying the provisions of the Agreement to those facts.

In any case of disciplinary suspension or discharge the arbitrator may modify or reverse the judgment of the Employer only if the case against the employee is not supported by the facts and/or the Employer acted arbitrarily and in bad faith contrary to express terms of this Agreement.

The expenses of the impartial arbitrator shall be borne equally by the Employer and the Union. It is further agreed and understood that if either party refuses to proceed to arbitration or accept the decision of an arbitrator, the other party shall be permitted all legal and economic recourse upon fifteen (15) days written notice to the other party.

## **ARTICLE 8. HOURS OF WORK OR OVERTIME**

**Section 1.** The Employer shall have the prerogative of starting the shift at his or her discretion.

**Section 2.** Forty (40) hours of work (exclusive of meal periods) Monday through Saturday inclusive, shall constitute a week's work.

**Section 3.** It is agreed that shifts will generally commence at 7:00am and end at 3:30pm or commence at 8:00am and end at 4:30pm. However, the Employer may vary or change the scheduled hours and the work week whenever or wherever he or she deems it advisable or necessary.

**Section 4.** All work in excess of Forty (40) hours per week shall be paid at time and one half (1 ½) rate of pay.

**Section 5.** All work performed on Holidays and Sundays shall be paid for at a rate of double time.

**Section 6.** Holidays shall be New Year's Day, Memorial Day, Fourth of July, Twenty-fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the day observed by the State or Nation as such Holiday shall be observed.

**Section 7.** Employees who report to work at the time they are instructed by the Employer or his agent, and who are not placed to work shall be paid two (2) hours pay, except where they are not placed to work because of acts of God, accidents, or conditions beyond the control of the Employer.

**Section 8.** The preparation of materials and equipment and the cleaning up and removal of same is to be performed within the eight (8) hour workday. No employee shall leave the shop or job before quitting time. All employees shall be allowed five (5) minutes personal clean-up time prior to quitting time.

## **ARTICLE 9. WORKING RULES**

**Section 1.** In accordance with applicable law, neither the Employer nor the Union will discriminate against any employee in application of any of the terms of this Agreement because of race, color, national origin, sex, age, religion, or Union membership. All employees agree to cooperate in maintaining a productive and harassment-free work environment.

The Employer reserves the right to discharge any employee for neglect of duty, incompetence, insubordination, theft or dishonesty, possession or being under the influence of alcohol or illegal drugs, or other just cause or conditions beyond the control of the Employer.

**Section 2.** Employees will not be required to use their personal vehicles for the purpose of transporting men or company tools, repair parts, or supplies as a condition of employment. Should any employee covered by this Agreement use his or her personal vehicle for the purpose

of transporting men or company tools, equipment, supplies or repair parts, such employee shall be reimbursed at twenty-two cents (\$0.22) per mile. Mileage shall be computed from the Employer's shop or point of origin as determined by the Employer.

**Section 3.** All covered employees shall be allowed one (1) fifteen (15) minute break during the working day. Breaks are to be taken in the employee's immediate work area, wherever possible.

**Section 4.** Business Representatives of the Union shall have access to all jobs, but will in no way interfere with the employees during working hours, unless permission is granted by the Employer or his representative.

### **ARTICLE 10. STEWARDS**

The Union shall have the right to appoint a steward. It is understood that the steward will perform his Union-related duties in good-faith and that his duties as a steward shall not interfere with his duties and responsibilities as an employee nor with the work of other employees. No steward shall be allowed to solicit membership in his or her organization or to collect any moneys from employees during working time, nor shall he have any authority to take strike action interrupting normal operations.

### **ARTICLE 11. SAFETY**

**Section 1.** The Employer shall take reasonable precautions consistent with applicable federal and state laws to avoid accident or injury to employees. The employees agree to work in a safe manner, properly use and care for equipment provided by the Employer, operate equipment safely, and to observe safety, health and housekeeping rules as established and posted from time to time by the Employer as condition of continued employment. The Employer reserves the right to establish, maintain and enforce reasonable rules and regulations from time to time to assure safe and orderly operations. The Union agrees to co-operate with and support the Employer's effort to maintain a safe working environment.

**Section 2.** The Employer shall comply with all federal and state laws requiring the carrying of Industrial Accident and Occupational Disease Compensation Insurance and Unemployment Insurance.

**Section 3.** Any employee injured on the job, and in accordance with a physician's directions, who is unable to return to work as a result of such injury shall receive wages for the full day on the day injured.

**Section 4.** The Employer shall furnish all ladders, scaffolding and tools, including mechanical tools, and all health and safety equipment and/or apparel. Employees shall furnish personal hand tools, stilts, and walk-up type scaffolding.

## **ARTICLE 12. HEALTH AND WELFARE**

**Section 1.** The Employer agrees to pay all contributions found on the "Schedule A" for each hour worked by each employee. The Employer is bound by and to the Agreement and Declaration of Trust, amended from time to time thereafter, establishing the Employees Painters Health & Welfare Trust 1. A. *However, no contributions shall be made in behalf of first time, new hire probationary employees for a period of no more than thirty (30) days following their initial employment with the employer. (A first time new hire, probationary employee is an employee that has at no time had hours reported for them to the Health and Welfare Trust Fund of Local 77 or to the IUPAT Pension and/or Annuity Funds by Daw Construction group under an agreement through Local 77.*

**Section 2.** All of the sums herein as noted above are required to be paid to the Trust Fund by the Employer no later than the fifteenth (15<sup>th</sup>) of the month for all hours worked in the previous month.

**Section 3.** The Employer hereby irrevocably designates as its representatives on the Board of Trustee 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.

**Section 4.** Maintenance of Benefits. If for any reason an increase to the Employees Painters Health & Welfare Trust Fund is required in order to maintain the current level of benefits both parties, the Employer and Local #77 representatives, agree to negotiate the percentage of and amount of increase both parties will be responsible to pay to maintain the current level of benefits.

## **ARTICLE 13. IUPAT PENSION FUND IUPAT ANNUITY FUND,**

### **FTI FUND & LMCI FUND**

Contributions to the International Painters and Allied Trades Industry Pension Fund, the International Union of Painters and Allied Trades Annuity Fund, the Finishing Trades Institute and the Painters and Allied Trades Labor Management Cooperation Initiative

**Section 1.** For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Industry Pension Fund (“the Pension Fund”), the International Union of Painters and Allied Trades Annuity Fund (“the Annuity Fund”), 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:

- A. For each hour or portion of an hour for which an employee receives pay, the Employer shall make contributions found on the “Schedule A” to the Pension fund, to the Annuity Fund, to the FTI, and to the LMCI. Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked. *A(1): However, no contributions shall be made in behalf of first time, new hire probationary employees for a period of no more than thirty (30) days following their initial employment with the employer. (A first time new hire, probationary employee is an employee that has at no time had hours reported for them to the Health and Welfare Trust Fund of Local 77 or to the IUPAT Pension and/or Annuity Funds by Daw Construction group under an agreement through Local 77.*
- B. Contributions shall be paid on behalf of any employee starting with the employee’s first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeypersons, trainees, and probationary employees.
- C. The payments to the Pension, Apprenticeship, 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.
- D. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations make all required payments, either

directly or through an intermediate body, to the “Central Collections” Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.

## **Section 2.**

- A. The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the Annuity fund, 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.
- B. The Union hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the Annuity Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.
- C. The parties hereto further agree to be bound by all actions taken by the Trustees of the Pension Fund, the Annuity Fund, the FTI, and the LMCI pursuant to the said Agreements and Declarations of Trust.

**Section 3.** All contributions to the Funds described in paragraph 1 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.

**Section 4.** If an Employer fails to make contributions to any of the Funds described in paragraph 1 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.

**Section 5.** Each of the respective Funds described in paragraph 1 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.

**Section 6.** In order to meet or exceed the Funding Improvement Plan requirement, on or before December 1<sup>st</sup>, 2021, it is agreed by both parties that the pension contribution will be

increased by either newly negotiated contributions, moved from a current contribution, or a combination of both.

## **SECTION 14. EDUCATION FUND**

**Section 1.** The parties adopt and hereby agree to comply with all of the terms and provisions set forth by the Finishing Trades Institute Northwest as though the same were set forth in full herein, together with any extensions, modification, or amendment of said Agreement and Declaration of Trust.

**Section 2.** The Employer agrees that the duly constituted Employer Trustees of the Finishing Trades Institute Northwest will be his, her or its representatives therein, and the Union agrees that the duly constituted Union Trustees will be its representatives therein, and both parties agree to be bound by the lawful acts and determinations of the Trustees in the administration, management, and operations of the said Finishing Trades Institute Northwest.

**Section 3.** The Employer agrees to pay into the Finishing Trades Institute Northwest the amount, found on the "Schedule A", per hour for each hour worked by each employee covered by this Agreement for the purpose of providing and maintaining the Finishing Trades Institute Northwest. From the above funds, the Trustees of the Finishing Trades Institute Northwest shall remit ten cents (\$0.10) to the Finishing Trades Institute Northwest.

**Section 4.** The contributions to the Finishing Trades Institute Northwest shall be computed on a monthly basis, and remitted to the administrative office of the Finishing Trades Institute Northwest no later than the fifteenth (15<sup>th</sup>) day of the month immediately following the previous month of employment with the consolidated transmittal reporting form provided by the administrative office.

## **ARTICLE 15. WAGES**

**Section 1.** The hourly wage rate classifications for Journeyman covered by this Agreement are listed in the current Schedule A.

1<sup>st</sup> Year - August 1, 2021

\$3.00 increase to base wage

\$0.63 increase to IUPAT Industry Pension

2<sup>nd</sup> Year – August 1, 2022

\$0.75 increase to base wage

\$0.50 increase to IUPAT Industry Annuity

Up to \$0.25 per hour MOB to Health & Welfare

\$0.50 increase to wage IF Local 77 has ten (10) Drywall apprentices

3<sup>rd</sup> Year – August 1, 2023

\$0.75 increase to base wage

\$0.50 increase to IUPAT Industry Annuity

\$0.50 increase to wage IF Local 77 has ten (10) new Drywall apprentices  
(twenty (20) total)

There will be an additional fifty cents (\$0.50) for employees receiving sixteen (16) hours of special training. This increase shall be payable upon notice of the Union. Training must be completed within an agreement year.

**Section 2.** Apprenticeship wage rates shall be as follows:

1<sup>st</sup> period of 500 hours = 55% of Journeyman wage

2<sup>nd</sup> period of 500 hours = 60% of Journeyman wage

3<sup>rd</sup> period of 500 hours = 65% of Journeyman wage

4<sup>th</sup> period of 500 hours = 70% of Journeyman wage

5<sup>th</sup> period of 1,000 hours = 80% of Journeyman wage

6<sup>th</sup> period of 1,000 hours = 90% of Journeyman wage

Parties hereby agree to be bound by and to the Agreement and Declaration of Trust establishing the Finishing Trades Institute Northwest and the Standards of Apprenticeship as registered with the United States Department of Labor's Bureau of Apprenticeship and Training and any and all amendments to either documents and committees adopted thereto.

**Section 3.** The Employer shall not be limited in his ability to pay a higher wage to any employee who has demonstrated higher wages are justified in the opinion of the Employer.

**Section 4.** The foreman shall receive one dollar (\$1.00) per hour above the Journeyman rate.

**Section 5.** Probationary Employees

- A. Sixty-five percent (65%) Status to enroll in the Apprenticeship program with Local 77.
- B. A probationary period of no more than thirty (30) days will be granted for all new Drywall Finisher Employees who have not previously worked for Daw Construction Group. During the probationary period the rate of pay will be no less than eighty percent (80%) of the current negotiated Journeyman wage.

**Section 6.** It is mutually agreed by the parties' signatory to this Agreement that the employees may use or place any part of negotiated wages into the fringe benefits contained in the Agreement and/or programs agreed to and created by the members, with the understanding that these fringe benefit and/or program increases will decrease the appropriate base pay by the amount of the total increased to the fringe benefits and/or programs.

**ARTICLE 16. TRAVEL AND SUBSISTENCE**

**Section 1.** Travel Allowance: (A) "Free Zone" wherein no travel moneys will be paid shall include any job site sixty (60) miles from the Employer's Shop; (B) for job sites over sixty (60) miles and up to ninety (90) miles from the Employer's shop, ten dollars (\$10.00) per day shall be paid; (C) for job sites over ninety (90) miles from the Employer's shop, a rate of twenty-two cents (\$0.22) per mile shall be paid for travel outside the "Free Zone" sixty (60) miles to and from the job site paid one time only to and from the job site.

**Section 2.** Subsistence: (A) "Free Zone" wherein no subsistence will be paid shall include any job site within 90 (ninety) miles of the Employer's shop; (B) for all job sites beyond the "Free Zone", twenty-five dollars (\$25.00) per day shall be paid.

**Section 3.** It is also understood that any employee who lives outside the "Free Zone" and is dispatched directly to a job in the vicinity of his home, then travel and subsistence for that area shall not apply.

**ARTICLE 17. STRIKES AND LOCKOUTS**

**Section 1.** The Union, The Employer, and the Employee individually, realize the importance to all parties of the uninterrupted performance of work.

**Section 2.** There will be no work stoppage, picketing, slowdown, cessation of work or strike of any kind, by members of the bargaining unit during this Agreement against the Employer. The Union will do everything possible to prevent any violation of this Section and to stop any violation

that occurs. In the event of any violation of this Section, the Employer, at his or her option, may request immediate arbitration. The arbitrator shall be selected in accordance with the procedures outlined in the Grievance Procedure Section of this Agreement. If the Union refuses to participate in the arbitration, the arbitrator is authorized and directed to proceed as parte, if necessary. The hearing shall be held, if possible with forty-eight (48) hours of the selection of the arbitrator. The parties shall file no post-hearing briefs, shall request no continuances, and shall request the ruling at the conclusion of the hearing. The arbitrator is authorized to issue and appropriate award including, but not limited to an order to cease and desist.

Any Employee who participates in or promotes a strike or other work stoppage in violation of this Section, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to grievance procedure or arbitration.

### **ARTICLE 18. UNION SECURITY**

(THIS ARTICLE WILL BE APPLICABLE ONLY WITHIN THE CONFINES OF FEDERALLY OWNED AND OPERATED INSTALLATIONS SUCH AS MILITARY BASES, PARKS, ETC.)

If the Federal project requires such, employees shall maintain themselves in good standing with the Union as a condition of employment. Employees not members of the Union shall become members of the Union after the seventh (7<sup>th</sup>) day of employment. Employees who fail to abide by this Article, shall be dismissed by the Employer upon written notice form the Union, to the extent permitted by Federal Laws.

### **ARTICLE 19. SAVINGS CLAUSE**

This Agreement is entered into in good faith by the parties hereto and it is their intent that this Agreement shall comply with all State and Federal Laws applicable; if any Article, Section, or portion hereof shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall in no way be affected thereby and shall stand in full force and effect. Should any Article, Section, or portion hereof be held invalid by a court of competent jurisdiction, the parties agree to meet immediately and renegotiate the part or parts affected.

### **ARTICLE 20. TERMS AND DURATION**

**Section 1.** This Agreement shall be in full force and effect from August 1<sup>st</sup>, 2021 to and including July 31<sup>st</sup>, 2024. Unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) days and not more than ninety (90) days prior to July 31, 2024.

**Section 2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) days and not more than ninety (90) days prior to July 31, 2024, or July 31 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

**Section 3.** All written notices as described in this Article shall be sent by certified mail, return receipt requested.

The following duly authorized officers have caused their names to be subscribed hereto:

**FOR DAW CONSTRUCTION GROUP:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FOR IUPAT LOCAL #77:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_