

Oregon & Southwest Washington

**Master Area Agreement**

between

I.U.P.A.T. District Council No. 5

**Commercial, Industrial, & Bridge Painters of**

**Local No. 10**

and

**Signatory Painting Contractors Organization**



**April 1, 2023 through March 31, 2026**

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## PURPOSE

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

## PREAMBLE

This Agreement is made and entered into this April 1, 2023, by and between the SIGNATORY PAINTING CONTRACTORS ORGANIZATION INC., hereafter referred to as the ASSOCIATION and the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL NO. 5, hereafter referred to as the UNION.

## RECOGNITION

The Contractor recognizes the Oregon and Southwest Washington Painters District Council No. 5 as the exclusive representative of all production employees of the Contractors within the geographical jurisdictional of the International Union of Painters and Allied Trades District Council No. 5, AFL-CIO, which is all of the State of Oregon and the Southwest Washington Counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific, excluding office clerical employees, shop employees, sales employees, truck drivers, guards, and supervisors as defined in the Act.

The Union recognizes the Signatory Painting Contractors Organization Inc. as the exclusive representative of all Contractors signatory to this Agreement, for purposes relating to collective bargaining negotiations, including all addendum, amendments, modifications, or maintenance of this Agreement within the geographical jurisdiction of the International Union of Painters and Allied Trades District Council No. 5, AFL-CIO, which is all of the State of Oregon and the Southwest Washington Counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific.

Any time Union-affiliated individuals signatory to this Agreement participate in negotiations, both formal and informal, the Signatory Painting Contractors Organization will be notified of the negotiation occurrence, and contract formations with a copy of the contract provided for examination, and/or any contract modifications with a copy of the contract with all modifications highlighted for examination. All to be provided in writing within seven (7) business days after the instance occurs.

The Union shall permit Independent Contractors to conduct business or operate under the terms and conditions of this Agreement only by requiring said Independent Contractor(s) to become signatory to a Compliance Agreement to this Agreement. The Compliance Agreement shall include

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provisions whereby the representatives appointed to the various trusts, boards, committees etc., by the Signatory Painting Contractors Organization Inc., are accepted as their sole representatives as well and shall remain acceptable for the life of this Agreement.

## ARTICLE 1 DEFINITIONS

### *Section 1.1*

The term "UNION" shall mean District Council No. 5 consisting of the present Local Unions and others which may affiliate during the term of this Agreement.

### *Section 1.2*

The term "ASSOCIATION" shall mean the Signatory Painting Contractors Organization, Inc., (SPCO) and others which may affiliate during the term of this Agreement.

### *Section 1.3*

The term "PAINTER'S UNION MANAGEMENT PARTNERSHIP" shall mean a joint committee, hereinafter referred to as P.U.M.P., made up of equal members of Labor and Management as established by the Oregon and Southwest Washington Painters Labor Management Cooperation Trust Fund.

### *Section 1.4*

The term "CONTRACTOR" shall mean an individual, firm, corporation, or partnership whose principal business is painting and decorating; which maintains at all times a permanent place of business (no PO Box), employs at least one (1) Journeyman who will be a member of the Union, and has the required State and Federal licenses and employer registration numbers; and is signatory to this Agreement.

### *Section 1.5*

The term "INDEPENDENT SIGNATORY" shall mean any Contractor described above who executes this Agreement but is not a member of the Association described above.

### *Section 1.6*

The term "JOURNEYMAN BRIDGE PAINTER" shall mean to provide services under the terms and conditions set forth herein, and to do so upon or within any structure, surface or item which is established or constructed over water for purposes of conducting bridge related commerce. Bridge Painting shall be considered in this Agreement to be bridges over water or canyons. Any other bridges shall be considered Industrial painting. Journeyman Bridge Painter shall be other than Commercial, Residential or Industrial work. The P.U.M.P. Committee will settle any disagreements between the Union and the Contractor regarding classification of the work.

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*Section 1.7*

The term "INDUSTRIAL PAINTING" shall mean to provide services under the terms and conditions set forth herein, and to do so upon or within any structure, facility, surface or item which is established or constructed for purposes of conducting industrial related commerce. Industrial related commerce relates to treatment plants, pipelines, towers, dams, power facilities, L.N.G. facilities, tank farms, pulp and/or paper facilities, aluminum smelters, shipyards, and other similar structures all of which contain extensive use of metal components in their construction. Industrial painting may involve projects where elements normally considered Commercial work may be present, however the scope or quantity of commercial type work involved may be less than that required to cause the overall project classification to be altered. Industrial painting shall be other than Commercial or Residential work. The P.U.M.P. Committee will settle any disagreements between the Union and the Contractor regarding classification of the work.

*Section 1.8*

The term "COMMERCIAL PAINTING" shall mean to provide services under the terms and conditions set forth herein, and to do so upon or within any structure, facility, surface or item which is established or constructed for purposes of conducting commerce, profit or non-profit. Commercial painting may involve projects where elements normally considered Industrial work may be present, however the scope or quantity of industrial type work involved may be less than that required to cause the overall project classification to be altered. Commercial painting shall be other than Industrial or Residential work. The P.U.M.P. Committee will settle any disagreements between the Union and the Contractor regarding classification of the work.

*Section 1.9 JOURNEYMAN*

- A. All industrial, commercial and residential Journeymen shall be defined as individuals who have completed their apprenticeship or have passed the required proficiency examination as mechanics qualified to perform the duties pertaining to either the industrial, commercial or the residential painting industries as employees or as Journeyman painters who are employed under the terms of this Agreement.
- B. Industrial: This wage classification shall be used to establish the apprentice, pre-apprentice, utility person and upgrade painter wage rates for the areas described in Article 19. This wage and fringe benefit package shall also be used for the purpose of reporting to Federal and State agencies in order to establish or update published prevailing industrial wage rates for the Journeyman painter classifications on Davis-Bacon and Little Davis-Bacon projects.
- C. Commercial/Residential: This wage classification shall be used to establish the apprentice, pre-apprentice, and upgrade painter wage rates for the areas described in Article 19. This wage and fringe benefit package shall also be used for the purpose of reporting to Federal and State agencies in order to establish or update published prevailing commercial and residential wage rates for the Journeyman painter classifications on Davis-Bacon and Little Davis-Bacon projects.

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*Section 1.10 PAINTER*

The term PAINTER shall mean an individual who has not acquired the skills to be classified as a Journeyman. Painters are subject to all the terms, conditions, ratios, etc. as described in Article 33. A painter may apply for entry into the apprenticeship program at any time but cannot be reclassified into any other category without the approval of the P.U.M.P. Committee.

*Section 1.11 APPRENTICE*

The term "APPRENTICE" shall mean an individual registered with and accepted by the Joint Apprenticeship Training Committee in accordance with the Apprenticeship Training Laws of the States of Oregon and Washington for the purpose of learning the painting and decorating craft. Apprentices are subject to all the terms, conditions, etc. as described in Article 14.

*Section 1.12 UTILITY PERSONS*

**A. Utility Persons:**

In order for any Employer to be eligible to employ utility persons they must strictly adhere to the specific regulations as follows:

1. Utility Persons must be registered with the Union by the Employer prior to being placed and must be dispatched by the Union.
2. Utility Persons must become and remain members of the Union as a condition of employment.
3. The Contractor may employ one (1) Utility person or pre-apprentice per five (5) Journeymen. If a Contractor employs both utility persons and pre-apprentices, the ratios shall be combined and be shop wide. Overall hours for both these classifications will not exceed twenty percent (20%) of the bargaining unit hours for the shop based on hours reported in the previous twelve (12) months. The ratio continues to be one (1) pre-apprentice or utility person to five (5) Journeymen. When situations where Journeyman manpower is not available these ratios may be waived by the P.U.M.P. Committee, for a period not to exceed seven (7) days. The ratio will then continue to be one (1) pre-apprentice or utility person to five (5) Journeymen. No Employer shall employ a Utility person if the P.U.M.P Committee finds such employment detrimental to the Apprenticeship Program.
4. All Utility persons shall be paid the determined wage rate according to Article 19.1, 19.2, and 19.3, plus fringe benefits which will include Health & Welfare, Labor Management, Apprenticeship and Promotion. They will also be subject to the District Council dues deduction. After two thousand (2000) hours of employment, utility persons will receive pension contributions.

**B. Utility persons - Scope of Work:**

1. Utility persons will not be allowed to work with any of the tools of the painting trade or perform any of the work normally performed by Journeymen or apprentices with the

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exception that they may perform minor preparatory work such as masking, cleaning, washing and general clean-up of a job site.

2. Any Contractor found in violation of the regulations pertaining to utility persons will no longer be allowed to use utility persons for a minimum of six (6) months or as determined under Article 35 (Violations of Agreement).

*Section 1.13 PRE-APPRENTICE*

**A. Pre-Apprentice**

In order for any Employer to be eligible to employ pre-apprentices they must strictly adhere to the specific regulations as follows:

1. Pre-apprentices must be registered with the Union and the J.A.T.C. prior to being placed and must be dispatched by the Union.
2. Pre-apprentices must comply with Article 12.
3. The Contractor may employ one (1) pre-apprentice or utility person per five (5) Journeymen. If a Contractor employs both utility persons and pre-apprentices, the ratios shall be combined and be shop wide. Overall hours for both these classifications will not exceed twenty percent (20%) of the bargaining unit hours for the shop based on hours reported in the previous twelve (12) months. The ratio continues to be one (1) pre-apprentice or utility person to five (5) Journeymen. When situations where Journeyman manpower is not available these ratios may be waived by the P.U.M.P. Committee for a period not to exceed seven (7) days. The ratio will then continue to be one (1) pre-apprentice or utility person to five (5) Journeymen. No Employer shall employ a pre-apprentice if the P.U.M.P. Committee finds such employment detrimental to the Apprenticeship Program.
4. All pre-apprentices shall be paid the determined wage rate according to Article 19 from the first (1<sup>st</sup>) hour worked, plus fringe benefits which will include Labor Management, Apprenticeship and Promotion. They will also be subject to the District Council dues deduction. After five hundred (500) hours of employment Health & Welfare benefits shall be paid.

**B. Pre-Apprentice-Scope of Work**

Pre-apprentices will be allowed to work with any of the tools of the Painting trade and perform any of the work normally done by Journeyman or Apprentices. They must be supervised by a journeyman.

**C.**

The Pre-apprentice classification shall expire after five hundred (500) hours of employment. An additional five hundred (500) hour period may be granted if a written request is made and approved by the P.U.M.P. Committee. Special arrangements may be made for a High School student in the pre-apprentice program subject to the approval of



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the P.U.M.P. Committee. A pre-apprentice may apply for entry into the Apprenticeship Program at any time or be reclassified as a utility person if approved by the P.U.M.P. Committee. A pre-apprentice may not be reclassified as an upgrade painter or a Journeyman.

**D. Misuse of All Pre-Apprentice Classification.**

1. Any Contractor found in violation of the regulations pertaining to pre-apprentices may be subject to the following repercussions:
  - a. Employers who do not request an extension and continue to employ a pre-apprentice beyond five hundred (500) hours will be required to retroactively pay Journeyman wage, as well as Health & Welfare on any hours beyond the allowable five hundred (500) hours. This will continue until the employee is referred to the apprenticeship program or the Journeymen upgrade program, but in no event for a period to exceed one thousand (1000) hours.
  - b. Employers who do not request an extension and continue to abuse 1.13, may lose the ability to use pre-apprentices in the future, as determined by P.U.M.P..

*Section 1.14*

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

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

The term "LEADMAN" shall be a Journeyman designated by the Contractor, or in charge of a crew of three (3) or four (4) persons covered by this Agreement.

The Contractor may act as his own general foreman, foreman and/or leadman if onsite during the entire shift, working with the tools of the trade or traveling between jobsites.

## **ARTICLE 2**

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

*Section 2.1*

This Agreement shall be applicable to the State of Oregon and the Southwest Washington counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific.

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## ARTICLE 3 DURATION

### *Section 3.1*

This Agreement shall be in full force and effect from April 1, 2023 to and including March 31, 2026 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either the Union upon the Association or the Association upon the Union, not less than sixty (60) and not more than ninety (90) days prior to March 31, 2026, and then the anniversary date thereafter.

### *Section 3.2*

Where no such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions to this Agreement, the Union may serve upon the Association or the Association upon the Union written notice not less than sixty (60) and not more than ninety (90) days, prior to March 31, 2026 advising that such party desires to revise or change terms or conditions of this Agreement.

The parties shall commence contract negotiations no later than thirty (30) days prior to expiration of the Agreement. If an impasse is reached, the parties shall request mediation.

### *Section 3.3*

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

### *Section 3.4*

Because the parties mutually agree that mediation is beneficial to their efforts to amicably resolve the issues remaining between them, then prior to the expiration date of this Agreement, the parties may request that the Federal Mediation and Conciliation Service (FMCS) facilitate further discussions on the issues between the parties.

The Federal Mediation Conciliation Service shall have no authority to adjudicate the issues or impose any decision on the parties, but shall act solely in the capacity as mediators to facilitate further discussion between the parties and possible resolution of the issues.

Invoking the provisions of this section is without prejudice to any rights of the parties pursuant to this Agreement or under applicable law. The provisions in Section 10.6 shall govern the expenses and fees associated with this mediation procedure.

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## ARTICLE 4 SUCCESSOR CLAUSE

### *Section 4.1*

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

### *Section 4.2*

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

### *Section 4.3*

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Contractor shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the P.U.M.P. Committee, at the time the seller, transferor, or the lessor executes a contract or transaction as herein described. The P.U.M.P. Committee shall also be advised of the exact nature of the transaction, not including financial details.

### *Section 4.4*

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

## ARTICLE 5 SUBCONTRACTING

### *Section 5.1*

The Contractor shall not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting, or repair of a building, structure, or other work to any subcontractor, or other person, unless that subcontractor or other person is Signatory to this Agreement.

Any violation of a Contractor's obligation in this Article will not be enforced by the Union through economic action.

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*Section 5.2*

If there are less than three (3) signatory Sub-Contractors available to perform the following tasks, the Contractor may then sub-contract to a non-signatory Contractor.

This is limited to the following:

- A. Sign Painting
- B. Electrostatic Painting (must be specified within bid documents)
- C. Paint Removal Process by Burning
- D. Shot-Blasting (by machine only)

If found in violation of the intent by the P.U.M.P Committee, the Contractor shall no longer be allowed to use this provision of this Agreement for the duration of the life of this Agreement.

## **ARTICLE 6**

### **RECOGNIZED UNION CONTRACTORS**

*Section 6.1*

A Contractor is one who takes work directly from the owner, architect, builder or customer and employs at least one (1) Journeyman, who shall comply with Article 12, Union Membership, of this Agreement.

*Section 6.2*

To be recognized as a fair painting contractor in the painting industry, the Contractor agrees to have a designated foreman, to obtain the required Workmen's Compensation Insurance, Federal and State registration numbers for tax and unemployment requirements, and all State, Federal, County and City Licenses that are required by law. The Contractor may act as his own general foreman, foreman, or leadman if onsite during the entire shift, working with the tools of the trade or traveling between jobsites.

*Section 6.3*

When a General Contractor indicates his desire to perform work normally subcontracted, he will be required to show affirmatively that his existing organization includes capable personnel and suitable equipment for the work. Capable personnel shall be interpreted to mean a paint foreman, who shall be an employee covered by this Agreement, and shall be required to hire one (1) or more Journeymen in addition to the foreman. Their employees covered by this Agreement shall work on projects performed by said General Contractor only.

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*Section 6.4*

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

*Section 6.5*

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

- A. No Contractor shall have more than one (1) management employee using the tools of the trade outside the permanently designated shop.
- B. The Contractor shall notify District Council No. 5 and the P.U.M.P. Committee within ten (10) days after being bound to this Agreement, in writing, the name of the designated management employee.
- C. All parties to this Agreement, hereby agree that no two (2) or more Contractors will be allowed to work for each other as employees.
- D. A Contractor may be a Union member and a Union member may be a Union Contractor if the following conditions are met:
  - 1. Dues paying member
  - 2. Hourly contributions are paid on this person to the appropriate trusts

## ARTICLE 7 NO STRIKE OR LOCKOUT

*Section 7.1*

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

*Section 7.2*

The Contractor recognizes the right of Union members to refuse to cross, or not to cross any lawful primary picket line approved by the Northwest Oregon Labor Council, the Building Trades Council or the Local Union and/or District Council No. 5 of the AFL-CIO and such refusal to work, whether concerted or otherwise, shall not constitute a breach of this Agreement.

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## ARTICLE 8 SCOPE OF WORK

### *Section 8.1*

Each Contractor signatory to this Agreement may utilize, in his work, some of the following materials:

- A. Paints, pigments, oils, turpentine, Japan driers, thinners, varnishes, lacquers, shellacs, stains, fillers, waxes, cement, joint compounds, epoxies, synthetic resins (MMS), water and other vehicles. Mediums that may be mixed, used on, or applied to the surfaces of materials, buildings, edifices, structures, and monuments, natural state of condition or constructed or fabricated of any material or materials what-so-ever.

### *Section 8.2*

Painting Industry Contracting offers the following work or services;

- A. Work or services pertaining to flushing, finishing and texturing of drywall, concrete and masonry surfaces (Texture coatings (i.e. "Duroplex", Texcoat, etc.).
- B. Work or services pertaining to caulking between drywall walls and/or ceilings, and adjoining surfaces of other materials.
- C. Work or services pertaining to the application of wallpaper, wall fabrics (i.e. "Snap Tex", Whisperwalls, Sound Soak, Fabri-Trac, and other fabric wall systems), and all types of wallcoverings or coatings whether decorative or protective, composition in sheet or tile form and all derivatives of the above; the fitting of all devices for the attachment of the above materials and all preparatory work necessary related to such.
- D. Work or services pertaining to the application of tar products or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, etc., or any new products which may be developed of this nature.
- E. Work or services pertaining to the application of bond breakers, water repellents and waterproofing materials.
- F. Work or services pertaining to the finishing and surface preparation on all floors, millwork and furniture at shop, job sites or other locations.
- G. Work or services pertaining to the application of fire retardant and/or insulation type materials.
- H. Work or services pertaining to cleaning, polishing, refinishing of metal and/or masonry surfaces.

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- I. Work or services pertaining to "steeplejack work".
  - J. Work or services pertaining to preparation and decorating of all types, including sandblasting, steam cleaning, building washing, and all methods used in the removal of previously painted surfaces including caulking, tuck pointing, glazing, spackling, and wood dough work.
  - K. Work or services pertaining to painting of lines, arrows, bumpers, curbs, etc., on parking lots, airfields, highways, game courts (both indoors and outdoors), and other such surfaces; installation and the maintenance thereof, including metal, plastic or composition materials used in lieu of paint.
  - L. Work services pertaining to removal of lead-based paint.
  - M. Work services pertaining to "metallizing" & pipewrap (tapecoating).
  - N. Work or services pertaining to removal of PCBs.
  - O. Work or services pertaining to the application of epoxy modified concrete repair mortars, chemical resistant epoxy modified concrete mortars, or fibered epoxies.
  - P. Work or services pertaining to ambient temperature or heated plural component applied polyurethanes, epoxies, polyureas, mortars, esters, etc...
  - Q. Work or services pertaining to all intumescent fireproofing type products.

### *Section 8.3*

Work coming under the provisions of this Agreement shall be as follows:

All painting of residences, buildings, commercial buildings, structures, industrial plants, tanks, vats, pipes vessels, bridges, light poles, high-tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and airline strips, all sign, pictorial, coach, car, automobile, carriage, aircraft, machinery, ship and railroad equipment, mural and scenic painting, spackling of all surfaces where adhesive materials are used, and all drywall painting. This Agreement shall also include building or structural restoration and upgrades, waterproofing, caulking and sealants, fire stop systems, concrete and polymer overlay, epoxy flooring systems regardless of the method of application, replacement, repairs for coatings and finishes, all surface preparations and cleaning, masonry repair and tuckpointing, hazardous material abatement and handling, grouting – chemical and structural, shotcrete (dry and wet).

### *Section 8.4*

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, trowels, mops, squeegees or other miscellaneous hand and

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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.

*Section 8.5*

Painting work includes all products and methods of application which have or may be awarded to the International Union of Painters & Allied Trades through jurisdictional procedures.

*Section 8.6 JURISDICTION OF JOURNEYMAN BRIDGE PAINTER*

The terms hereinafter set forth shall apply to the containment of any material (ie: plywood, wood, plexiglass, pipe framed scaffold, Safespan, Quickdeck and Swinglow, hydraplatforms and Snooper Trucks etc.) maintenance, rigging, preparation, cleaning, and removal of lead based paint and other hazardous coatings, painting or application of protective coatings of every description and all rigging for inspection purposes of the following work in the Counties referred to elsewhere in this agreement as those listed for Oregon & Southwest Washington that have been or may be determined by the International Union of Painters and Allied Trades (hereinafter called the IUPAT) to be within the jurisdiction of Bridge Painters for District Council No. 5 of said Union (District Council being hereinafter collectively called the Union).

- A. All coatings on bridges over water and canyons, including all approaches.
- B. All painting or coating and preparation work on train bridges over water and canyons including all approaches, excluding stations and station platforms.
- C. Manning of all power equipment when utilized on this type of work; including the compressor for blasting, grinding, spraying, water blasting, vacuum blasting, the use of wheelabrators, generators, grit recovery units, separators, lead waste vacuum trucks and trailers, heaters, decon trailers, wash sinks, man lifts, fork lifts, tuggers & winches, lights & light towers, water blast recovery units and all other equipment used in conjunction with the performance of this work.
- D. The collection, sweeping, clearing, packaging and storing of the sand and any other hazardous or non-hazardous waste residue generated by the performance of the work.
- E. All material (including, but not limited to, plywood, wood, plexiglass, pipe, framed scaffold, Safespan, Quickdeck and Swinglow, hydraplatforms and Snooper Trucks etc.) used for painting/coating and maintaining structural steel and bridges, all cleaning shall be done by this Union.
- F. Erection, maintenance, disassembly, transportation and relocation of containment structures used for the purpose of removing lead based materials or other hazardous or objectionable coating materials, preparing the underlying surfaces for coating, and for the containment of the coating application.



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- G. The maintenance, operation, setup, disassembly and relocation of all the equipment when used on this type of work necessary to adequately operate and maintain work within the containment enclosure including but not limited to classifiers, dust collections, vacuum systems, pressure vessels grit recovery units, separators, lead waste vacuum trucks and trailers, heaters, decon trailers, wash sinks, man lifts, fork lifts, tuggers & winches, lights & light towers, water blast recovery units and other equipment used in conjunction and associated support equipment such as but not limited to compressors, generators, coolers, heaters, separators, etc.

## ARTICLE 9 WORK OUTSIDE THIS JURISDICTIONAL AREA

### *Section 9.1 OUT OF AREA CLAUSES*

The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed from the Contractor's home area.

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in - either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

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## ARTICLE 10 GRIEVANCE PROCEDURE

### *Section 10.1*

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

### *Section 10.2*

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

- A. STEP 1: Within fourteen (14) working days, excluding weekends or holidays, after the first (1<sup>st</sup>) occurrence of the action of the offending party, or other situation or condition giving rise to the issue, the aggrieved party or parties shall personally present the issue to their immediate supervisor, or designated labor relations person, or appropriate representative.
- B. STEP 2: If no settlement satisfactory to the issue(s) is reached within three (3) working days, a representative of the Union shall present the issue in writing to the Contractor within five (5) working days in the case of an employee complaint. The Contractor shall attempt to resolve the issue within five (5) working days. In the case where the Contractor is the complainant the issue shall be presented to the Union in a like manner and the Union shall attempt to resolve the issue within five (5) working days.
- C. STEP 3: If settlement satisfactory to the issue(s) is not reached within five (5) working days, the written issue(s) shall be referred within five (5) additional working days by the grieving party (or representative) to the P.U.M.P. Committee. The P.U.M.P. Committee shall meet within fourteen (14) working days, (weekends and holidays excluded) after receiving such written report and shall issue a ruling of interpretation, in writing within five (5) working days, which shall be final and binding upon all parties involved. In the event that the P.U.M.P. Committee fails to render a ruling of interpretation then the matter shall be processed only by recourse to the following Step 4.
- D. STEP 4: If settlement satisfactory to the issue(s) is not reached at the P.U.M.P. Committee; the issue(s) shall be referred within five (5) additional days by the grieving party by written certified letter to the Federal Mediation and Conciliation Service, Washington D.C., requesting a list of seven (7) arbitrators, such letter to be mailed with a copy to the other party. The outside Arbitrator shall be selected from the list by the Contractor and the Union alternately striking a name from the list until only one (1) name remains. The Arbitrator shall hold a hearing and render a decision as promptly as possible. The decision of the Arbitrator shall be final and binding upon all parties.

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*Section 10.3*

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

*Section 10.4*

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

*Section 10.5*

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

*Section 10.6*

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

*Section 10.7*

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

## ARTICLE 11 SHOP STEWARDS

*Section 11.1*

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

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

- A. To see that the provisions of the Agreement are observed.
- B. Stewards will be responsible for assuring that all employees performing bargaining unit work are Union members in good standing.
- C. Stewards will be responsible and allowed to educate and inform members at jobsite toolbox meetings of upcoming training, requirements for training and to inform members of Union activities.

*Section 11.2*

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The shop and job stewards shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. The shop steward will endeavor to perform these duties during scheduled breaks and before and after working hours. If this is not possible the steward will notify the Employer and the Union immediately. They shall have the authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. Shop or job stewards may be relieved of their duties at any time at the discretion of the Union.

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

## ARTICLE 12 UNION MEMBERSHIP

### *Section 12.1*

Employees included in the Bargaining Unit covered by this Agreement who are members of the respective Unions as of the effective date of this Agreement shall as a condition of employment, maintain their membership in the Union. It shall be the responsibility of the District Council No. 5 to advise Union members of this requirement.

### *Section 12.2*

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

### *Section 12.3*

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

### *Section 12.4*

The Contractor, upon written request of District Council No. 5 or its affiliated Local Union may at any time thereafter decide to take such employee into membership, in which case said employee shall be required to tender the full and uniform administrative processing fees in effect in the Local Union not later than the eighth (8th) day following notification by the Union and shall thereafter be required to maintain their membership in accordance with the provision of the foregoing paragraph. In the event that such employee fails to comply with this paragraph, the Union shall notify the

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Contractor and the Contractor shall discharge said employee within three (3) working days covered under Article 35, Section 35.1 (J).

*Section 12.5*

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):

- A. Should any person referred for employment be terminated for just cause, his/her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his/her hiring hall 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/her referral privileges shall be suspended indefinitely.
- B. A termination shall not be considered “for just cause” for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his/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 P.U.M.P. Committee and/or an arbitrator shall be final and binding in reference to Article 10.
- C. The provisions in sub-sections (A) and (B) notwithstanding, a Termination Review Committee, composed of the members of the P.U.M.P. Committee (or alternatively, if there is no Joint Board composed of two (2) members appointed by the Employer Association, herein recognized as P.U.M.P. may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

## ARTICLE 13 REFERRAL BY UNION

*Section 13.1*

Under no circumstance will anyone be employed by any Contractor for work covered by this Agreement unless said person has been properly dispatched by referral from the Local Union office. Referral may be acquired either in person, by mail, facsimile, or by electronic means. Failure to adhere to the dispatch procedure is subject to the penalties described in Section 35.1.

*Section 13.2*

The Contractor agrees that when new or additional employees are required, notice in advance must be given the Union so the Union may have a reasonable opportunity to refer applicants for vacancies to be filled. The Union shall have seventy-two (72) hours, excluding weekends and holidays, to dispatch employees. When an Employer desires to hire painters or apprentices, a request should be

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made to the Local Union nearest to where the work is being performed. If the request is not filled within seventy-two (72) 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 nearest to where the work is performed within twenty-four (24) hours (Saturday, Sunday and holidays excluded) after the employee begins work. Under no circumstances will any worker remain employed beyond twenty-four (24) hours by any Employer for work covered under the Collective Bargaining Agreements unless said worker has been properly dispatched by a work referral slip and, if applicable, a referral check-off sheet from the Local Union office. The Employer will notify the Union within twenty-four (24) hours when an employee has been hired without a dispatch.

*Section 13.3*

The Contractor may request the Union to furnish employees by name and/or with special skills and qualifications to perform a certain job. A request for employees is required and the type of qualifications of such employees shall be given only by the Contractor or his designated representative.

*Section 13.4*

All employees dispatched to the Contractor shall provide the Contractor with a certificate of dispatch issued to the employee by the Local Union which must be signed by the employee and which the employees earned wage classification is stated thereon including the exact hourly wage such employee is certified at. The dispatch form shall also bear the signature of the employee's authorization and agreement for the Contractor to withhold and forward to the central collecting office those funds relating to District Council No. 5 administrative dues, and PAC contributions, if any, as required herein. During the term of this agreement P.U.M.P. will implement a computer generated system to identify all training classes completed to date, and their current skill level, which shall be attached to the dispatch.

*Section 13.5*

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

*Section 13.6*

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

*Section 13.7*

Local Union dispatch offices shall advise all employees of their responsibilities to provide the Contractor with signed dispatch slips and other documents as required elsewhere within this Agreement. The case may exist when the employee may be dispatched without being physically present in the dispatch office in which case the mail service or fax may be utilized to satisfy documentation.

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## ARTICLE 14 APPRENTICES

### *Section 14.1*

In recognition of the necessity for a well-trained Journeyman, the parties to this Agreement hereby agree to maintain a Joint Apprenticeship Training Committee of equal representation from the Association and Union. It shall be the duty and obligation of said committee to establish such rules and regulations as is deemed necessary to carry out the intent and purpose of established Apprenticeship Standards for this trade which shall be in conformity with the states of Oregon & Washington Apprenticeship Laws (Chapter ORS 660.002 to 660.990 and WAC Chapter 296.04 and RCW 49.04) and shall have been approved by the State Apprenticeship Councils.

### *Section 14.2*

All parties to this Agreement also agree to abide by established Apprenticeship Standards and the approved Rules and Regulations for the States of Oregon & Washington Painters Apprenticeship Committees, or Local Joint Apprenticeship Committee with Trade Consultants in conformity with ORS 660. Any violation of the Apprenticeship Standards by the Contractor, the Union or apprentices shall be a violation of this Agreement.

### *Section 14.3*

The Apprenticeship Training Committee shall consist of equal representation by Contractors and by the Union and shall have the authority to discipline apprentices, who after a fair hearing before the JATC, have, for good and sufficient reason, been found guilty of violating ORS 660, the Apprenticeship Standards or Rules and Regulations for painters in the States of Oregon and Washington. When such disciplinary action has been imposed by the JATC, the Contractor and/or the Union agrees to carry out the written instruction in this regard, presented by the JATC.

### *Section 14.4*

All other regulations contained in the Western Oregon and Southwest Washington Painters Apprenticeship and Training Standards and Policies shall hereby become a part of this Agreement as though written herein.

### *Section 14.5*

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

### *Section 14.6*

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

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*Section 14.7*

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

*Section 14.8*

Contractors shall employ apprentices under the provisions of the JATC Selection Procedures.

*Section 14.9*

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

*Section 14.10*

A Contractor employing five (5) or more Journeymen shall employ at least one (1) apprentice unless the Contractor's right to train apprentices has been revoked by the Apprenticeship and Training Committee, or there are no apprentices available.

*Section 14.11*

Any Contractor found in violation of Article 14 may have their Training Agent status revoked.

*Section 14.12*

Neither District Council No. 5 nor the Contractor may transfer an apprentice into the category of upgrade painter or Journeyman before completion of their apprenticeship.

## **ARTICLE 15 WORKING RULES**

*Section 15.1*

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

*Section 15.2*

Journeymen and apprentices are required to change to clean white painter's overalls, or painter's pants and a white shirt as may be necessary or at least every other day.



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### *Section 15.3*

#### **A. Commercial Tools**

Journeyman and apprentices shall have in their possession the following tools, at all times when reporting to work:

One (1) Wire Brush (for cleaning brushes), two (2) putty knives (one (1) stiff and one (1) flexible), one (1) two and one half inch (2.5") wide broadknife, one (1) six inch (6") broadknife, one (1) regular screwdriver, one (1) Phillips screwdriver, one (1) hammer, one (1) nail set, one (1) utility knife, one (1) razor blade scraper, one (1) brush or roller spinner, one (1) hook scraper, one (1) duster, one (1) pair of pliers, one (1) eight inch (8") crescent type wrench, one (1) pair of scissors, one (1) pot hook, one (1) chalkline, and one (1) flat file.

#### **B. Industrial Tools**

Journeyman and apprentices shall have in their possession the following tools, at all times when reporting to work:

One (1) Wire Brush (for cleaning brushes), two (2) putty knives (one (1) stiff), one (1) two and one half inch (2.5") wide broadknife (stiff), one (1) regular screwdriver, one (1) Phillips screwdriver, one (1) hammer ball peen, one (1) utility knife, one (1) razor blade scraper, one (1) hook scraper, one (1) duster, one (1) pair of pliers, one (1) pair of diagonal cutters, one (1) eight inch (8") crescent type wrench, one (1) twelve inch (12") crescent type wrench, one (1) pot hook, one (1) chalkline, one (1) flat file and one (1) pipe wrench medium size.

All Union members will arrive fifteen (15) minutes prior to start of shift and be ready to start work, with the required tools. The Employer will pay up to ten (10) minutes, at shift start, for Donning and Doffing.

### *Section 15.4*

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

### *Section 15.5*

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

### *Section 15.6*

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

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## ARTICLE 16

### HEALTH AND SAFETY

#### *Section 16.1*

The Contractor and employees shall at all times observe all Federal, State and Local health and safety laws, rules, and regulations.

#### *Section 16.2*

Employees are required to provide and wear adequate work shoes that meet all OSHA, OROSHA, and/or WISHA safety requirements. The Contractor shall provide, at no cost to the employee, all appropriate personal protective equipment (PPE) and instructions on the proper use of such equipment. The Contractor shall provide for the proper maintenance and cleaning of all PPE. If, at any time, in the opinion of the employee, such PPE is defective, improperly maintained, or inappropriate for the working conditions present, the employee has the right to refuse to work with such equipment. The employee shall immediately report all such problems to the Contractor.

#### *Section 16.3*

Disregard of Health and Safety requirements or refusal to wear appropriate PPE shall be just cause for discharge of any employee.

#### *Section 16.4*

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

#### *Section 16.5*

The Contractor shall conform to the requirements for Safety Committees under the State of Oregon's Occupational Safety and Health Administrative Rules. members of the Signatory Painting Contractors Organization may choose to participate in the SPCO/Painters District Council No. 5 Joint Health and Safety Committee. All issues concerning the interpretation and enforcement of this Article shall first be referred to the Joint Committee for resolution.

If a job site citation is issued to a Contractor for Health and Safety violations by OSHA, OROSHA, or WISHA, the Contractor may forward the citation to the Joint Committee. The Committee will review the citation and issue written findings and recommendations.

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## ARTICLE 17 HOURS, HOLIDAYS, OVERTIME

### *Section 17.1*

The normal work week shall consist of five (5) days, Monday through Friday. An option to work forty (40) hours in a regular five (5) day work week would be to work forty (40) hours in four consecutive ten (10) hour days within the normal work week, at straight time.

### *Section 17.2*

Overtime of one and one half (1 ½) times the hourly rate shall be paid for all hours worked over ten (10) hours in any day and/or over forty (40) hours worked in a Contractor's established pay week.

### *Section 17.3*

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

### *Section 17.4*

On exterior work when interrupted by adverse weather conditions, time lost during the regular work week may be made up by working the following Saturday and/or Sunday at straight time pay.

### *Section 17.5*

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

### *Section 17.6*

The following shall be recognized as legal holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

### *Section 17.7*

If a holiday falls on Sunday, the following Monday shall be the recognized holiday. If a holiday falls on Saturday, the prior Friday shall be the recognized holiday. Overtime rate of time and one half (1 ½) shall apply to holidays and the recognized holidays. No work will be performed at all on Labor Day.

### *Section 17.8 SHOW UP TIME*

Any work person, including new hires, ordered by the Employer and reporting for work at the appointed time and place who is not put to work, shall receive fifty dollars (\$50.00) without fringes, as reimbursement for the expense of so reporting unless such employee has been given prior notice by the Contractor or his agent not to report to work or unless failure to be put to work is caused by non-

drying surfaces or other conditions definitely beyond the control of the contractor. Any work person, including new hires, reporting for work in any zone beyond the free zone, who is not put to work, shall receive fifty dollars (\$50.00) without fringes, plus the applicable travel allowance or per diem as reimbursement for the expense of so reporting.

*Section 17.9 REST PERIODS*

Rest periods are defined as the ability to be relieved of their duties and shall be compensated. Meal periods are to be in a sanitary location with adequate wash facilities provided. Any dispute on this Article will be resolved by State Statutes in the State where the work is being performed. Where perishable materials are being utilized the Contractor can request from the Union, approval for the combining of one of the rest and meal periods of either the morning or the afternoon, but not both, for the meal period.

Rest Break and Meal Periods Required Based on Length of Work Period

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs, 1 min-5 hrs, 59 mins	1	0
6 hrs	1	1
6 hrs, 1 min-10 hrs	2	1
10 hrs, 1 min-13 hrs 59 mins	3	1
14 hrs	3	2
14 hrs-1 min to 18 hrs	4	2
18 hrs, 1 min-21 hrs, 59 mins	5	2
22 hrs	5	3
22 hrs, 1 min-24 hrs	6	3

\*Breaks: Ten (10) minutes - Meal periods: Thirty (30) minutes

## ARTICLE 18 PAYMENT OF WAGES

*Section 18.1*

The Contractor may have weekly or bi-weekly payroll periods. Changes in the pay day may take place provided the Union is notified prior to such change.

*Section 18.2*

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

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*Section 18.3*

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

*Section 18.4*

Where, through the failure of the Contractor, the employees do not receive their wages when due, the Contractor will be liable for reasonable compensation which shall be the hourly rate of pay up to a maximum of eight (8) hours a day for the time the employees wait for their pay (Monday through Friday). The Contractor shall not be liable for sub sequential damages relating to unlawful acts of employees, such as writing checks with insufficient funds on deposit.

*Section 18.5*

In the event that a Contractor issues a payroll check to an employee and the check fails to clear the bank for "insufficient funds" and the check is returned to the employee, said employee shall be entitled to waiting time, for eight (8) hours a day for every business banking day after the employee notifies the Employer.

*Section 18.6*

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

*Section 18.7*

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

*Section 18.8*

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

*Section 18.9*

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

*Section 18.10*

The Contractor may utilize paper or electronic timekeeping systems, due on the last day worked (after the end of the shift) or by the Contractor's stipulated date after the payroll period has ended.

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In the case of electronic (app-based) time keeping systems: Employees shall use either employee-provided smart phones, Employer-provided smart phones, or Employer-provided clock-in stations or tablets.

*Section 18.11*

Any Contractor that implements an electronic timekeeping system shall notify the Union prior to notifying employees. The Union will notify the Contractor that it has received such notification.

## ARTICLE 19 WAGES AND CLASSIFICATIONS

*Section 19.1 INDUSTRIAL & BRIDGE*

The wages for the following classifications in the State of Oregon and Southwest Washington Counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific shall be: See Schedule A

*Section 19.2 COMMERCIAL & RESIDENTIAL*

The wages for the following classifications in the State of Oregon and Southwest Washington Counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific shall be: See Schedule A

*Section 19.3*

The Contractor has the right to pay or not to pay in excess of the wage rates listed in Section 19.1 through Section 19.2, providing the employee has completed and is current in all required safety classes.

*Section 19.4*

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

*Section 19.5*

The wage rates for apprentices are based on the Journeyman wage rate per the following percentages:

first 1,000 hours .....	or.....	first six months.....	70%
second 1,000 hours .....	or.....	second six months.....	75%
third 1,000 hours .....	or.....	third six months.....	80%
fourth 1,000 hours .....	or.....	fourth six months .....	85%
fifth 1,000 hours .....	or.....	fifth six months .....	90%
sixth 1,000 hours .....	or.....	sixth six months .....	95%

It is hereby recognized from this date forward that an individual can be brought into the Apprenticeship Program at up to eighty percent (80%) after verifiable work history documentation has been provided for each one thousand (1000) hours granted. Each applicant must meet the Apprenticeship Standards and pass the test for the preceding level prior to entry. Any reference to the above statements will be referred to the Apprenticeship Standards.

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*Section 19.6*

No pension contribution is to be made on apprentices for the first three (3) periods. No pension or Health & Welfare will be paid on pre-apprentices for the first five hundred (500) hours worked. If employed longer than five hundred (500) hours then Health & Welfare will be paid.

*Section 19.7*

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

*Section 19.8*

All changes (except apprentices' re-rates referenced in section 19.11) in wages, benefits or working conditions will be enforced beginning the first full pay period including the effective date of this Agreement.

*Section 19.9*

The normal workday shall be eight (8) hours between the hours of 5:00 a.m. and 5:00 p.m. All wage classifications scheduled in Sections 19.1 and 19.2 shall be paid two dollars (\$2.00) per hour shift premium for the entirety of the shift worked. Premium shift pay is applicable if any hours are worked outside of the normal workday.

*Section 19.10*

In addition to the wage schedules listed herein, all Contractors signatory to this Agreement shall pay into the Painting Industry Promotion Fund the sum of sixteen cents (\$0.16) for each compensable employee hour, effective June 1, 2010. These funds are to be in no way used against the interests of the Union. The fund will be controlled by the elected trustees. All costs of administration shall be borne by this fund alone. Records as to the use of these funds may be reviewed upon proper request by Contractors' signatory to this Agreement. The Union will be furnished a copy of the Painting Industry Promotion Fund Agreement and any amendments thereof. Contribution amounts to this fund may be changed at any time by the Association by giving sixty (60) days written notice to all signatory Contractors and to the Union.

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Section 19.11

**April 1, 2023**

- Total package increase of 8.1% for Commercial Journeyman

	<u>Total Package Increase of 8.1%</u>	<u>Hourly Wage</u>	<u>Benefits Increase</u>	<u>Total Package</u>
Commercial Journeyman	+\$2.27	\$33.50	\$0.00	\$47.98

**July 1, 2023**

- Total package increase of 8.1% for Industrial and Bridge Journeyman
- \$0.88 increase to benefits for Commercial, Industrial, and Bridge Journeyman.

	<u>Total Package Increase of 8.1%</u>	<u>Hourly Wage</u>	<u>Benefits Increase</u>	<u>Total Package</u>
Commercial Journeyman	\$0.00	\$33.50	+\$0.88	\$48.86
Industrial Journeyman	+\$2.93	\$35.45	+\$0.88	\$50.81
Bridge Journeyman	+\$3.39	\$41.58	+\$0.88	\$56.94

**April 1, 2024**

- Total package increase of 6.15% for Commercial, Industrial, and Bridge Journeyman

	<u>Total Package Increase of 6.15%</u>	<u>Hourly Wage</u>	<u>Benefits Increase</u>	<u>Total Package</u>
Commercial Journeyman	+\$2.12	\$35.62	\$0.00	\$50.98
Industrial Journeyman	+\$2.24	\$37.69	\$0.00	\$53.05
Bridge Journeyman	+\$2.62	\$44.20	\$0.00	\$59.56

**July 1, 2024**

- \$0.88 increase to benefits for Commercial, Industrial, and Bridge Journeyman.

	<u>Hourly Wage</u>	<u>Benefits Increase</u>	<u>Total Package</u>
Commercial Journeyman	\$35.62	+\$0.88	\$51.86
Industrial Journeyman	\$37.69	+\$0.88	\$53.93
Bridge Journeyman	\$44.20	+\$0.88	\$60.44

**April 1, 2025**

- Total package increase of 5.8% for Commercial, Industrial, and Bridge Journeyman

	<u>Total Package Increase of 5.8%</u>	<u>Hourly Wage</u>	<u>Benefits Increase</u>	<u>Total Package</u>
Commercial Journeyman	+\$2.12	\$37.74	\$0.00	\$53.98



Industrial Journeyman	+ \$2.25	\$39.94	\$0.00	\$56.18
Bridge Journeyman	+ \$2.63	\$46.83	\$0.00	\$63.07

**July 1, 2025**

- \$0.88 increase to benefits for Commercial, Industrial, and Bridge Journeyman.

	<u>Hourly Wage</u>	<u>Benefits Increase</u>	<u>Total Package</u>
Commercial Journeyman	\$37.74	+ \$0.88	\$54.86
Industrial Journeyman	\$39.94	+ \$0.88	\$57.06
Bridge Journeyman	\$46.83	+ \$0.88	\$63.95

## ARTICLE 20 SUBSISTENCE, TRANSPORTATION, AND TRAVEL

*Section 20.1 FREE ZONE*

Travel pay is payment for the employee’s time spent traveling beyond the fifty (50) mile free zone. There will be no travel pay, vehicle pay, or subsistence pay for any job located within fifty (50) miles (also described as the free zone) from the Contractor’s office, or the location of the Contractor’s business where the employee is required to regularly report to work. The fifty (50) mile distance (free zone) will be measured by the shortest and most direct driving route.

If the employee’s residence is closer to the job site, then the employee’s residence will be the starting point for calculating travel pay, vehicle mileage pay, subsistence pay, and the daily meal stipend.

*Section 20.2 OUT OF AREA CONTRACTORS*

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 Oregon and Southwest Washington Master Area Agreement shall use the Local Union dispatch point for the purpose of determining travel pay.

*Section 20.3 TRAVEL PAY FOR EMPLOYEE’S TIME*

Travel pay shall be paid at a rate of 66.67% of an employee’s base dispatched or current hourly rate of pay (whichever is higher, but in no event less than minimum wage), plus applicable overtime multiplier, if any.

No fringes will be paid on travel pay.

An employee who quits will receive no return travel pay.

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Travel pay shall be paid at the applicable overtime rate calculated from the travel pay rate.

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

*Section 20.4 VEHICLE MILEAGE PAY*

Vehicle mileage pay is for the use of a personal vehicle when required by the Employer to drive to jobs outside the free zone. Vehicle mileage is paid in addition to travel pay.

Compensation for vehicle mileage pay shall be made at the "IRS" rate per mile. This rate will be adjusted each April 1<sup>st</sup> to reflect the current published IRS recognized rate.

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

*Section 20.5 SUBSISTENCE PAY AND DAILY MEAL STIPEND*

Employees required to stay away from their residence overnight, for a job outside the free zone, shall receive subsistence pay or suitable accommodations and a meal stipend at the discretion of the Contractor.

Subsistence pay shall be paid prior to the employee traveling to the job site.

Effective April 1, 2023, the daily subsistence rate will be ninety-five dollars and forty-three cents (\$95.43). The daily subsistence rate will be annually increased by two and three-quarters percent (2.75%) effective April 1<sup>st</sup> of each year.

Employees required to stay away from their residence during any weekend or holidays shall receive seven (7) days subsistence pay for that week, provided they have worked or have been available for work during the entire week. Should the Contractor agree to the employee returning home for Saturday, Sunday, or holidays, then the Contractor shall have the option of paying subsistence or the combination of travel time and vehicle mileage pay for those Saturdays, Sundays, or holidays when the employee returns home.

On a job paying subsistence, if an employee quits or is dismissed for just cause, then they will not be entitled to any subsistence pay for that day or return travel time or vehicle mileage pay.

*Section 20.6 PARKING PAY*

Where free parking is not provided at the job site, the Employer will have the option of providing transportation to and from the job site or paying a maximum of sixteen dollars (\$16.00) per day for parking. Employees are only entitled to receive parking pay if receipts are furnished to the Contractor. Any employee who chooses not to participate in the Employer provided transportation plan will not be paid for parking.

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## ARTICLE 21 FRINGE BENEFITS

### *Section 21.1*

The established Employee Painters' Health & Welfare Trust Agreement (Painters' Trust) and the Oregon and Southwest Washington Painters Pension Trust Agreement are hereby made a part hereof and all Signatories to this Agreement are bound by the terms of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

### *Section 21.2*

Trust Agreements (Pension and Health & Welfare) can be amended by a majority of the Trustees of the Trust voting to do so at a special or regular meeting of the Trust. But, before said Trust Agreement can be amended or changed, the Trustees must give the Parties to this Agreement at least thirty (30) days written notice of their intent to change, so Signatory Contractors may submit comments.

### *Section 21.3*

Trustees to the above-mentioned Trusts (21.1) shall serve terms as set forth in each said Trust document.

### *Section 21.4*

It is agreed by all parties to this Agreement that the appointing bodies, for purposes of appointing Trustees to the mentioned Trusts, as related to the geographical jurisdiction of this Agreement, shall be the Union and the Association as defined herein. The mentioned Trust Agreements shall be amended to reflect this responsibility.

### *Section 21.5*

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

### *Section 21.6 MEDICAL, DENTAL, AND VISION PLANS*

Each Contractor signatory to this Agreement shall pay to the Employee Painters' Trust the sum of seven dollars and forty cents (\$7.40) per hour or the sum in effect per hour for each hour worked by each employee covered by this Agreement, from the 1<sup>st</sup> day of April 2023.

- A. The established security plan provided by the Employee Painters Trust, and the seven dollars and forty cents (\$7.40) per hour plan are hereby made a part hereof and all signatories to this Agreement are bound by the terms of the said Trust Agreement, which is incorporated by reference as though fully set forth herein.

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*Section 21.7 PENSION*

Each Contractor signatory to this Agreement shall pay to the Oregon and Southwest Washington Painters Pension Trust the sum of five dollars and seventy-five (\$5.75) per hour for each employee covered by this Agreement from April 1, 2023. No pension contributions on behalf of pre-apprentice, 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> term apprentices or utility persons during their first two thousand (2000) hours of employment, shall be made by any Contractor nor shall payments be received for such, by the Trust.

*Section 21.8*

Each Contractor shall pay to the Trusts such amounts as are now, or may hereafter, be agreed to in this Agreement, and such contributions shall be made in accordance with this Agreement and the Trust Agreements and such regulation of the Trustees as are not inconsistent herein, for all covered persons. Contributions shall be due and payable on the tenth (10<sup>th</sup>) day of each month for the monthly payroll period immediately preceding and each monthly payment shall include contributions for all payroll periods which ended during the preceding month. Such contributions shall be made at the office of the Administrator of the Trusts. If payments of contributions are not made, or if the forms or reports required by the Trustees are not received by the Administrator of the Trusts by the twentieth (20<sup>th</sup>) day of the month, the Contractor shall be deemed delinquent. Payments shall be deemed made upon deposit of same in the United States mail, postage prepaid, and post marked prior to midnight of the twentieth (20<sup>th</sup>) day of the month.

*Section 21.9*

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

*Section 21.10*

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.

*Section 21.11*

Sick leave will be provided compliant with the Oregon Sick Leave Law (ORS 653.601 et seq.) or the Washington Paid Sick Leave Law (Chapter 49.46 RCW).

*Section 21.12 PAID TIME OFF*

Paid Time Off (PTO) will be deducted in a set dollar amount and sent to the member's account to be established at the IBEW Credit Union by signature authorization of the employee. The Employer shall withhold eighty cents (\$0.80) per hour from each apprentice, pre-apprentice, and utility classification. The Employer shall withhold one dollar (\$1.00) per hour from each Journeyman, upgrade Journeyman, and all other classifications. This is for all hours worked on all projects regardless of location. Employees will authorize the Employer in writing to do so for coverage to be used as PTO. The withholding shall be paid monthly to the authorized Administrator with the other hourly contributions.

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The amounts paid for PTO shall be deposited to the account (once established) of the individual employee, and each employee hereby agrees (through the Union acting as exclusive bargaining agent) that any such funds remaining after the funds are 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 P.U.M.P. Committee, shall be transferred to the LMCO P.U.M.P. Training Fund. The Union will save, protect and hold harmless the Credit Union or bank, its successors and assigns, from any and all claims, lawful and unlawful, which may arise or be asserted by reason of its payment of such inactive accounts.

*Section 21.13 SIGNATORY PAINTING CONTRACTORS ORGANIZATION INDUSTRY PROMOTION FUND*

- A. The established Signatory Painting Contractors Organization Industry Promotion Fund is hereby made a part hereof and all signatories to this Agreement are bound by the terms of the Trust Agreement and any amendments thereto.
- B. Each Contractor signatory to this Agreement agrees to pay to the Signatory Painting Contractors Organization Industry Promotion Fund sixteen cents (\$0.16) per hour worked, or portion thereof, for each employee covered by this Agreement. Beginning April 1, 2006, the hourly contribution shall equal one half of one percent (.005%) of the Area 1, Journeyman total wage and fringe benefit package rounded off to the nearest cent. This formula will be used to calculate future funding increases as deemed necessary by the P.U.M.P. Committee. At the option of an individual company, the sixteen cents (\$0.16) contribution to the Signatory Painting Contractors Organization Industry Promotion Fund can be made instead to the Oregon & Southwest Washington Apprenticeship and Training Fund. This option can be exercised on a contract year basis, that is, Employers must elect to contribute to the Signatory Painting Contractors Organization Industry Promotion Fund or the Oregon & Southwest Washington Apprenticeship and Training Fund with their eighty-nine cents (\$0.89) contribution and make all contractually required payments to the selected Fund for at least one (1) contract year at a time.
- C. Each Contractor shall pay to the Signatory Painting Contractors Organization Industry Promotion Fund such amounts as are now, or may hereafter, be agreed to in this Agreement, and such contributions shall be made in accordance with this Agreement and the Trust Agreement, and such regulations as adopted by the Trustees so long as those regulations are not inconsistent with this Agreement, for all persons performing work under this Agreement. Contributions shall be due and payable by the tenth (10<sup>th</sup>) day of each month for each monthly payroll period immediately preceding and each monthly payment shall include all contributions for all payroll periods, which ended during the preceding month. Such contributions shall be made to the office of the Administrator of the Trust. If payment of contributions is not made to Administrator

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of the Trust by the twentieth (20<sup>th</sup>) day of the month, the contractor shall be deemed delinquent. Payments shall be deemed made upon deposit of same in the United States Mail, postage pre-paid, and post-marked prior to midnight of the twentieth (20<sup>th</sup>) day of the month.

- D. If litigation is necessary to collect delinquencies, the Employer shall have an obligation to pay reasonable attorney fees to the Fund and, in addition, interest on delinquent contributions at the rate of twelve percent (12%) per annum. The Trust Fund shall not be required to utilize contractual dispute resolution procedures (Article 10) prior to or in lieu of such litigation.
- E. The employer hereby agrees to allow the trustees to conduct periodic payroll examinations of employer books and records, to determine whether or not contributions have been made in accordance with this labor contract and the Agreement and Declaration of Trust for the Fund.

## ARTICLE 22 APPRENTICESHIP AND TRAINING FUND

### *Section 22.1*

The established Oregon and Southwest Washington Apprenticeship and Training Trust, established under an Agreement and Declaration of Trust, dated the first day of June, 1978, is hereby made a part hereof and all signatories to this Agreement are bound by the terms of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

### *Section 22.2*

Commencing April 1, 2023, and for the duration of this Agreement, and any renewals or extensions thereof, the Contractor agrees to make payments to the Oregon and Southwest Washington Apprenticeship and Training Trust Fund for each employee covered by this Agreement as follows:

- A. For each hour, or portion thereof, for which General Foreman, Foreman, Leadman, Journeyman, Upgrade Painter, Utilityman, Pre-apprentice or Apprentice receives pay, the Contractor shall make a contribution of eighty-nine cents (\$0.89) per hour to the above mentioned Apprenticeship Fund. Ten cents (\$0.10) of the eighty-nine cents (\$0.89) will be forwarded to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF). Of the eighty-nine cents (\$0.89), five cents (\$0.05) will be a dedicated Building Fund line item.

#### Industrial Certification

Twenty-five cents (\$0.25) per hour of the current contribution of industrial painting Contractors will be a dedicated line item within the Apprenticeship Fund to assist in

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the covering of costs for the industrial training of Apprentices and Journeymen for NACE and SSPC industrial and/or other certification training.

- B. Each District Council or Local Union JATF shall make a minimum contribution of ten cents (\$0.10) per hour to the IUPAT-FTI from the hourly contribution made to the District Council or Local Union Apprenticeship Fund until such time that the provision to contribute to the IUPAT-FTI is made part of the Collective Bargaining Agreement.
- C. For purposes of this Article, each hour paid to every General Foreman, Foreman, Leadman, Journeyman, Upgrade Painter, Utilityman, pre-Apprentice or Apprentice, covered by this Agreement, shall be counted as hours for which contributions are payable.
- D. Contributions shall be paid on behalf of employees starting with the employee's first hour, or portion thereof, of employment in a job classification covered by this Agreement.

### *Section 22.3*

Each Contractor shall pay to the Oregon and Southwest Washington Apprenticeship and Training Trust Fund such amounts as are now, or as may be hereafter, be agreed to in this Agreement, and such contributions shall be made in accordance with this Agreement and the Trust Agreement and such regulation of the Trustees as are not inconsistent herein, for all covered persons. Contributions shall be due and payable on the tenth (10<sup>th</sup>) day of each month for the monthly payroll immediately preceding and each monthly payment shall include contributions for all payroll periods, which ended during the preceding month. Such contributions shall be made at the office of the Administrator of the Trust. If payments of contributions are not made, or if the forms or reports required by the Trustees are not received by the Administrator of the Trust by the twentieth (20<sup>th</sup>) day of the month, the Contractor shall be deemed delinquent. Payments shall be deemed made upon deposit of same in the United States mail, postage prepaid, and post marked prior to midnight of the twentieth (20<sup>th</sup>) day of the month.

### *Section 22.4*

If a Contractor fails to make contributions to the mentioned Trust Funds in five (5) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union, Association and the P.U.M.P. Committee shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provisions hereof to the contrary notwithstanding, and the Contractor shall be liable for all cost for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Contractor's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement, unless the Contractor can show justifiable cause for reasons to the contrary.

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*Section 22.5*

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

*Section 22.6*

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

*Section 22.7*

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

*Section 22.8*

Trustees to the mentioned Trust shall serve a four (4) year term unless removed by their appointing body. The appointing bodies shall appoint said Trustees so the terms shall be staggered.

*Section 22.9*

It is agreed by all parties to this Agreement that the appointing bodies for appointing or removing Trustees to the mentioned Trust shall be the Union and the Association as defined herein. The mentioned Trust Agreement, shall be amended or changed to reflect such responsibility. It is further agreed that should an Independent Signatory Contractor desire to serve this Trust then the Management Trustees numbers shall be increased by two (2), one (1) as the Independent Contractor and one (1) from the Association, Union Trustees shall be adjusted to equal the total number from management. In addition it is agreed that all issues or matters before the Trustees for a vote shall be governed by unit vote.

*Section 22.10*

It is agreed by all parties to this Agreement that no Contractor, Association, or Union not signatory to this Agreement shall be able to serve as Trustee or Committee Person to the Trust or Committees.

**ARTICLE 23**  
**OREGON AND SOUTHWEST WASHINGTON**  
**PAINTERS LABOR MANAGEMENT COOPERATION**  
**TRUST FUND**

*Section 23.1*

The established Oregon and Southwest Washington Painters Labor Management Cooperation Trust Fund are hereby made a part hereof and all signatories to this Agreement are bound by the terms



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of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

*Section 23.2*

The purpose of the Oregon and Southwest Washington Painters Labor Management Cooperation Trust Fund shall be to receive contributions from Contractors, to provide a means by which the Trustees can finance the Trust, and other responsibilities set forth elsewhere in this Agreement, as well as administer the Trust. The objectives of this Trust shall include establishing and operating the P.U.M.P. Committee. The P.U.M.P. Committee shall be involved in 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 problems which reduce competitiveness and inhibit the economic development of the industry; to enhance the involvement of employees making decisions that affect their working lives; to expand and improve working relationships between employees and Signatory Contractors; to establish or otherwise develop a new referral dispatch procedure; to establish and improve the Painter Upgrade Training Program and Journeyman Continuing Education Programs; to review and implement new ideas and effectiveness concerning Health and Safety related programs; and to accept leadership, authority and responsibility for the maintenance of the terms and conditions of this Agreement.

*Section 23.3*

The Oregon and Southwest Washington Labor Management Cooperation Trust Fund shall be governed by a Board of Trustees composed of equal numbers of representatives from, and appointed by the Union and the Association, both as defined herein. The original number of Trustees shall be six (6), three (3) appointed from the Union and three (3) appointed from the Association.

*Section 23.4*

It is agreed by all parties to this Agreement that the established Oregon and Southwest Washington Labor Management Cooperation Trust Fund Agreement, is hereby made a part of this Agreement, by reference as though fully set forth, except as herein after described.

*Section 23.5*

The Trust Agreement can be amended by a majority of the Trustees of the Trust voting to do so at a special or regular meeting of the Trust. But, before said Trust Agreement can be amended or changed, the Trustees must give the parties to this Agreement at least thirty (30) days written notice of their intent to change so that signatories may submit comments.

*Section 23.6*

Trustees to the mentioned Trust shall serve a four (4) year term unless removed by their appointing body. The appointing bodies shall appoint said Trustees so the terms shall be staggered.

*Section 23.7*

It is agreed by all parties signatory to this Agreement that the appointing bodies for purposes of appointing Trustees to the mentioned Trust, shall be the Union and the Association as defined

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herein. Is further agreed that should an Independent Signatory Contractor desire to serve this Trust then the Management Trustees shall be increased by two (2), one (1) as the Independent Signatory Contractor and one (1) from the Association. The Union Trustee numbers shall be adjusted in order to equal that of management. In addition it is agreed that any issue or matter to come before the Trustees for a vote, a unit vote shall govern.

*Section 23.8*

It is agreed by all parties to this Agreement, that no Contractor, Union or Association, not signatory to this Agreement shall be able to serve as Trustee or Committee Person to the Trust or Committees except as agreed to by the P.U.M.P. Committee.

*Section 23.9*

Commencing on the fifteenth (15<sup>th</sup>) day of September 1992, and for the duration of this Agreement, and any renewals or extensions thereof, the Contractor, signatory to this Agreement, agrees to make contribution payments to the Oregon and Southwest Washington Labor Management Cooperation Trust Fund for each employee covered by this Agreement.

*Section 23.10*

Each Contractor signatory to this Agreement agrees to pay to the Oregon and Southwest Washington Labor Management Cooperative Trust Fund the contribution sum of fourteen cents (\$0.14) per hour, or the sum in effect per hour for each hour worked, or portion thereof, by each employee covered by this Agreement, from September 1, 2015. Each Contractor signatory to this Agreement also agrees to pay an additional fourteen cents (\$0.14) per hour for the purpose of funding the Journeyman Continuing Education and the Painter Upgrade Training Programs. The fourteen cents (\$0.14) per hour contribution will be reviewed and adjusted, as negotiated, by the P.U.M.P. Committee on April 1, 2017 and each contract anniversary date (April 1) thereafter.

*Section 23.11*

Each Contractor shall pay to the Trust such amounts as are now, or may hereafter, be agreed to in this Agreement, and such contributions shall be made in accordance with this Agreement and the Trust Agreement and such regulation of the Trustees as are not inconsistent herein, for all covered persons. Contributions shall be due and payable on the tenth (10<sup>th</sup>) day of each month for the monthly payroll period immediately preceding and each monthly payment shall include contributions for all payroll periods, which ended during the preceding month. Such contributions shall be made at the office of the Administrator of the Trust. If payments of contributions are not made, or if the forms or reports required by the Trustees are not received by the Administrator of the Trust by the twentieth (20<sup>th</sup>) day of the month, the Contractor shall be deemed delinquent. Payments shall be deemed made upon deposit of same in the United States mail, postage prepaid, and post marked prior to midnight of the twentieth (20<sup>th</sup>) day of the month.

*Section 23.12*

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

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*Section 23.13 THE PAINTERS AND ALLIED TRADES LABOR MANAGEMENT COOPERATION INITIATIVE*

A.

1. Commencing with the 1st day of June 1, 2005, the Employer agrees to make payments to the Painters and Allied Trades Labor Management Cooperation Initiative for each employee covered by this Agreement, as follows:
2. For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution of ten cents (\$0.10) to LMCI, which is included in the fourteen cents (\$0.14) per hour contribution in Section 23.10.
3. 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.
4. 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, General Foreman, Foreman, Leadman, Journeymen, Upgrade Painters, Apprentices, Pre-apprentices, Utility persons and probationary employees.
5. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, in regards to the LMCI.
6. All District Councils and Local Unions shall include in their collective bargaining agreements provision for Contractors/employers to contribute to the Labor Management Cooperation Initiative a minimum of ten cents (\$0.10) for each hour or portion thereof for which an employee receives pay.

B. The Employer hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

C. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

D. If an Employer fails to make contributions to the LMCI 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, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be

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subject to or covered by any grievance or arbitration procedure or any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.

## **ARTICLE 24**

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

#### *Section 24.1*

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

- A. The District Council/Local Union will notify the Contractor in writing of the amount of administrative dues specified in the Bylaws, and will submit to the Contractor a copy of the Bylaws or applicable Bylaws provision.
- B. For each payroll period, the Contractor will deduct from the wages of each employee the amount specified in the Bylaws based on the number of hours worked during said payroll period, and will accumulate said deduction to the end of the month.
- C. On or before the twentieth (20<sup>th</sup>) day of each month, the Contractor will remit to the District Council the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby, and the number of hours worked by each, during the applicable period.
- D. The Union may elect to pursue the collection of delinquent administrative dues through the courts, administrative proceedings or through the grievance procedure in this Agreement. The Union shall be entitled to an award of reasonable attorneys' fees to enforce the payment of delinquent administrative dues in court proceedings, administrative proceedings or through the grievance procedure. The time limits in Article 10 of this Agreement for filing and processing grievances shall not apply to grievances concerning delinquent administrative dues.

#### *Section 24.2*

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

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

*Section 24.3*

Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members on the following form:

**AUTHORIZATION FORM FOR CHECK- OFF OF POLITICAL CONTRIBUTIONS**

I hereby authorize and direct the Union to deduct from my negotiated dues check-off the sum of five cents (\$0.05) for each hour worked as a contribution to the Voluntary Contribution Fund.

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Social Security Number \_\_\_\_\_

*Section 24.4*

The obligation of the Contractor under Sections 24.1 and 24.2 shall apply only as to employees who have voluntarily signed a valid dues deduction authorization as required during the employee's original dispatch to the Contractor by the Union.

*Section 24.5*

The District Council administrative dues shall be remitted monthly by each Contractor to the Administrator of the Trusts office from which said funds shall be forwarded to the District Council. If the Administrator of the Trusts office cannot receive the funds, the Contractor shall pay them directly to the District Council.

## **ARTICLE 25**

### **UNUSUAL CONDITIONS**

*Section 25.1. PUBLIC WORKS CONTRACTS*

- A. The rate of pay for all classifications of work, on Public Works Contracts, performed will be that which is predetermined by the appropriate government agency at the time the job was awarded by the contracting agency. Once the contract is awarded, the predetermined rate will prevail for the duration of the contract. In the event the determined prevailing wage is less than the regular hourly wage paid to an employee, the employee shall have the right to refuse such work without being dismissed or

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otherwise disciplined. All Prevailing Wage Rate administrative rules relating to the payment of overtime will be observed on Public Works Contracts.

- B. Fringe benefits payments for employees shall be paid in accordance with the provisions set forth herein.
- C. Contractors will notify the union prior to commencement of work if the posted prevailing wage is less than the contract wage. Upon request the Contractor will furnish the Union with copies of certified payrolls if required by the contracting agency for the work performed including the names of all bargaining unit members employed on the project and the rates of pay they receive.
- D. Contractors who intentionally violate this Agreement by using the Davis-Bacon Wage Rate on any job and/or project other than a Davis-Bacon Project or by failing to report the job and/or project to the Union, shall be cause of the Union to file a grievance against the Contractor.
- E. If found in violation with the intent, the Contractor shall no longer be allowed to use this provision of this Agreement for a minimum of six (6) months or as determined by Article 35.

## **ARTICLE 26**

### **GENERAL SAVINGS CLAUSE**

#### *Section 26.1*

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### *Section 26.2*

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

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## ARTICLE 27

### FAVORED NATIONS CLAUSE

#### *Section 27.1*

If the Union gives any other contractor better conditions, the same shall be available to the Signatory Contractor of this Agreement.

#### *Section 27.2*

In the event that the Union agrees with any other contractor in the painting industry to allow or give that contractor any better condition than that allowed to the Signatory Contractors under this Agreement, either the SPCO or an individual Signatory Contractor may utilize the more favorable condition in another labor agreement after giving fourteen (14) calendar days advance written notice of such intent to do so to the Union. In the alternative, the SPCO may file a grievance with the P.U.M.P. Committee at Step 3 of the Grievance Procedure set forth in Article 10 for the purpose of seeking restoration of competitive equity for all Signatory Contractors. In the event that the P.U.M.P. Committee does not reach a decision on the grievance of the SPCO, the SPCO may ask for an interest arbitration in which the Arbitrator will be authorized to modify this Agreement to restore competitive equity for all Signatory Contractors. Arbitral relief shall be prospective only but the Arbitrator shall remedy all periods of competitive inequity. The provisions in Article 10 shall govern the grievance.

If the SPCO either prevails in an interest arbitration or in a settlement with the Union prior to the hearing of the grievance by the Arbitrator, the terms of the Arbitrator's award or the settlement shall apply to all Signatory Contractors immediately upon such Contractor receiving a notice of the terms of such arbitration award or settlement from either the SPCO or the Union. Thereafter, all Signatory Contractors shall adhere to the terms of the arbitration award or the settlement.

#### *Section 27.3*

- A. The provisions contained in 27.1 and 27.2 shall not apply to labor agreements executed between the International Union of Painters and Allied Trades with any Contractor in the painting industry. Nor shall the provisions contained in Sections 27.1 and 27.2 apply to multi-craft labor agreements executed between the Columbia Pacific Building Trades or the Oregon State Building Trades (to which the Union is a party by virtue of its memberships in such organizations) and any other contractor.
- B. Notwithstanding the provisions contained in Sections 27.1 and 27.2, the Union, prior to implementation of a labor agreement with conditions that in any are different than those in the Master Area Agreement with the SPCO, may apply to the P.U.M.P. Committee to seek a waiver of the application of the provisions in Section 27.1 and 27.2 to the non-conforming conditions. In the event that the P.U.M.P. Committee waives the application of the provisions of Sections 27.1 and 27.2, to the non-conforming conditions, such waiver shall apply to all Signatory Contractors. In making a waiver request, the Union shall fully disclose to the Board all non-conforming

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conditions and the reasons therefore. In turn, the Board shall in good faith consider all of the reasons offered by the Union for the non-conforming conditions.

## ARTICLE 28 DRUG AND ALCOHOL TESTING

### *Section 28.1*

The Employer shall use either the Finest in the Finishing Trades Drug-Free Workplace program or their own drug testing program, provided that the Employer's program meets the minimum requirements of the Finest in the Finishing Trades Drug-Free Workplace program.

### *Section 28.2*

The employee will be paid the hourly rate with Trust contributions as hours worked for the following time spent testing for Computer Generated (random), Post Accident, Reasonable suspicion and jobsite specific testing, provided a Negative test result is obtained. The following testing will not be compensated, Return to Duty and a Refusal to Test employee. It is recognized that testing during work hours will be paid as such with Trust contributions. If an employee is released for testing near the end of a shift they will be paid the hourly rate of two (2) hours with Trust contributions paid and allowed two (2) hours for testing prior to the end of a shift. If any Contractor or member is found to violate this article then the P.U.M.P. Committee will have the authority to correct such situations without restrictions provided for by either party involved under State or Federal Law. The P.U.M.P. Committee will have the right to change, amend or add to this article at any time provided changes need to be made.

### *Section 28.3*

The Finest in the Finishing Trades Drug-Free Workplace program policy shall be created by the P.U.M.P. Committee, who will select an appropriate administrator.

### *Section 28.4*

The program will be funded by three cents (\$0.03) per hour contributed by all parties to this Agreement and will be distributed from the P.U.M.P. Fund for payment of services. The P.U.M.P. Committee will review the funding annually or as needed and as mentioned above will change, amend or add to this article at any time to see that the program remains in full force through the duration of this Agreement. The program listed within will be the only Drug and Alcohol program recognized by this Agreement other than any written approval granted by the P.U.M.P. Committee.



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## **ARTICLE 29**

### **INCENTIVES AND BONUSES**

#### *Section 29.1*

The Contractor reserves the right to institute or discontinue merits, incentives, or bonus rates or payments to individual employees or groups as deemed warranted by circumstances. The merits, incentives, or bonus rates will not be used for purposes of payment for hours worked with regard to state and federal law. When a violation is found it will be brought to the P.U.M.P. Committee for review. The Union will then correct any violation either by guidelines within this Agreement or legal proceedings as the Union will determine to be necessary in correcting the violation. These merits, incentives, or bonus rates may be compensated as paid leave computed as hours worked provided all Trust contributions and taxes are paid accordingly. The Union will recognize safety incentives in the form of work clothes, tools and safety awarded items as non-monetary items.

## **ARTICLE 30**

### **PAINTER'S UNION MANAGEMENT PARTNERSHIP (P.U.M.P.)**

#### *Section 30.1*

The Painter's Union Management Partnership, hereafter referred to as the P.U.M.P. Committee, shall consist of members of the Oregon and Southwest Washington Labor Management Cooperation Trust Fund hereafter referred to as the Trust. The P.U.M.P. Committee shall have three (3) members from the Union and three (3) members from the Association.

#### *Section 30.2*

In the event that an Independent Signatory Contractor desires to serve on the P.U.M.P. Committee, he or she shall make written request to the Trust. The Trust shall, in turn appoint two (2) additional members, one (1) as the Independent Signatory Contractor and one (1) Union member. It is agreed that any issue or matter coming before the Committee for a vote shall be governed by unit voting.

#### *Section 30.3*

Members of the P.U.M.P. Committee shall serve for a four (4) year term. The Trustees shall appoint members in such manner as to stagger terms.

#### *Section 30.4*

The duties of the P.U.M.P. Committee shall be as assigned by the Trust and shall be consistent with those duties and goals outlined in Article 23, Section 23.2, and Article 10, Section 10.2 (c).

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## ARTICLE 31 SUPREMACY CLAUSE

### *Section 31.1*

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

## ARTICLE 32 JOURNEYMAN CONTINUING EDUCATION

### *Section 32.1*

The Training Coordinator and JATC will maintain a detailed list of mandatory safety training classes, as well as advanced health, safety, environmental and technical training classes and supply this list to all Employers and the Union. The Training Coordinator will send lists separately for commercial and industrial classes offered. The classes shall include subject matter relating to compliance requirements mandated upon a Contractor, standards within the commercial and industrial painting industry, as well as any certified employee training that is required to perform certain types of work.

### *Section 32.2*

The P.U.M.P. Committee shall control and regulate the overall effectiveness of the Journeyman Continuing Education Program. The administration of the Journeyman Continuing Education Program will be the responsibility of the Training Coordinator and will include training, testing, evaluation and advancement of participants as directed by the JATC.

### *Section 32.3*

To satisfy all training requirements and obtain wage increases as a Journey level painter, all Journey level painters must have completed yearly training through the training center:

- A. Journeymen new to the Union will be allowed three (3) months to obtain required safety classes.
- B. All training time will be paid by the Employer up to forty (40) hours per contract year.
- C. All training classes shall be scheduled by and through the training center.
- D. The training center shall notify the Employer, employee, JATC and P.U.M.P. when an employee has scheduled a safety or continuing education training course.

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- E. The training center shall notify the Employer, employee, JATC and P.U.M.P. when an employee has satisfied or completed a safety training or continuing education training course.

*Section 32.4*

All commercial or industrial Journeymen, Lead, or Foremen must maintain following safety classes:

1. Respirator Medical
2. Respirator Fit Test
3. O.S.H.A. 10
4. Fall Protection/Self Rescue
5. First Aid/CPR
6. Boom Lift/Scissor Lift
7. Confined Space
8. Hazmat
9. Forklift

Industrial:

1. Respirator Medical
2. Respirator Fit Test
3. O.S.H.A. 30
4. Fall Protection/Self Rescue
5. First Aid/CPR
6. Boom Lift/Scissor Lift
7. Confined Space
8. Hazmat
9. Yearly Lead Refresher
10. Forklift

*Section 32.5*

No credit will be given for any classes taken outside of our Continuing Education Program unless approved by the JATC.

*Section 32.6*

Abuse of the Continuing Education Program will be defined as an Employer refusing to allow an employee to attend a training class, an Employer refusing to allow an employee to reschedule a training class when they are unable to attend due to conditions out of their control, or an Employer refusing to pay a wage increase when an employee has fulfilled their training requirements. All abuses shall be reported to the Training Coordinator, JATC or P.U.M.P. JATC or P.U.M.P. may elect to challenge an Employer's state-registered training agent status for repeated abuse.

Any employee may be terminated for refusing to complete scheduled training or maintain required training status.

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*Section 32.7*

No employee shall be paid for overtime while attending paid training.

## **ARTICLE 33**

### **PAINTER UPGRADE TRAINING PROGRAM**

*Section 33.1 PURPOSE*

Labor and management recognize and agree that a well-trained workforce is extremely important to our industry's future. They further recognize and agree that some of the members of our current and future work forces don't have or will not have the necessary safety and skill training to be classified as a Journeyman. The parties to this Agreement support the Painter Upgrade Training Program as a way to achieve the goal of having more productive employees working in a safer workplace.

*Section 33.2*

- A. The JATC and the Training Coordinator shall be responsible for the management of the Painter Upgrade Training Program.
- B. The JATC and the Training Coordinator shall be responsible for the monitoring of Employers utilizing the Painter Upgrade Training Program.

*Section 33.3*

An employee who has not completed a state-accredited painting apprenticeship program, as described in Article 14, shall be placed in the Painter Upgrade Training Program. The Training Coordinator shall maintain a database and continuing education plan or MPR to track the progress of all upgrade participants. The Painter Upgrade Training Program will be a temporary program aimed at moving non-certified Journeymen to certified Journeymen status within a period of one (1) to two (2) years.

*Section 33.4*

The Training Coordinator shall be responsible to advise the Local Union office and Employer (from which a participant is dispatched) and provide access to the database illustrating the current progress level, education plan or MPR of each participant. All dispatch procedures shall be followed according to the standards for dispatch under this Collective Bargaining Agreement.

*Section 33.5*

The Training Coordinator shall create an 'intake' model to evaluate skill set and safety requirements needed to 1) determine a starting wage and 2) be available for dispatch.

*Section 33.6*

- A. All Upgrade training shall be coordinated through the Training Center.

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- B. All Upgrade Painters shall be held to the same training and maintenance standards as Journeymen painters as outlined in Article 32.
  - C. All Upgrade Painters shall track progression using the MPR document provided by the Training Center.
  - D. The training center, Employer, or employee shall determine when a painter upgrade shall take the painter progression test. All Painter Upgrades may take the Painter Progression test after scheduling it with the Training Center for their category. A Painter Upgrade has the option to test no more than twice a year, but at least ninety (90) days apart once they have met the required classes listed in 32.3.
  - E. All Level 4 Upgrades shall be changed to Painter 1 (90% of Journey level).
  - F. All Level 5 Upgrades shall be changed to Painter 2 (95% of Journey level).

*Section 33.7*

No Painter Upgrade Program employee may be upgraded to Journeyman status until they pass a Painter Progression test for their category; commercial/residential or industrial.

*Section 33.8*

A ratio will be set at three (3) Journeymen to one (1) upgrade painter to maintain a good training environment. The ratio will be by jobsite or shop. The ratio must be maintained by the project and also within the shop. This ratio shall be reported to the appointed shop steward on a monthly basis, on or before the second Wednesday of the month.

*Section 33.9*

Painter Upgrades shall not be allowed to perform the duties of leadman, foreman or general foreman.

*Section 33.10*

Abuse of the Painter Upgrade Training Program will be defined as refusing to approve MPR documents when requested by the Training Center or refusing to pay the Journeyman rate when a painter upgrade has passed the progression test. Any Employer found to be abusing the Painter Upgrade Program will be charged one and one half (1 ½) the amount of hourly wage for every hour after the employee has passed the progression test or after three (3) days from a request by the Training Center for signature of the employee's MPR. Monies collected, due to the abuse of the Painter Upgrade Training Program, will be given to the P.U.M.P. Training fund.

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## **ARTICLE 34 PAST PRACTICE**

### *Section 34.1*

The Signatory Contractors to this Agreement agree that all conditions of employment in their operations relating to wages, hours, work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. The exception to this clause will be the Favored Nation Clause, Article 27.

### *Section 34.2*

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

## **ARTICLE 35 VIOLATIONS OF AGREEMENT**

### *Section 35.1*

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

- A. Issuing of non-negotiable checks for wages or fringe contributions.
- B. Non-payment of Pension Trust contributions.
- C. Non-payment of Health & Welfare Trust contributions.
- D. Non-payment of Trade Promotion contributions.
- E. Non-reporting of fringe contributions, including non-reporting when no employees are employed.
- F. Failure to post cash bond or surety bond.
- G. Failure to submit all business records, books, and reports pertaining to the payment of wages and fringes covering employees in question, as ordered by the Trust.

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- H. Failure to show up for a Committee hearing when cited or not excused for cause by the Committee.
  - I. Failure to secure a dispatch from the proper Local Union for each new employee or an employee returning to work after a thirty (30) day period.
  - J. Failure to discharge non-members after two (2) written notices within ten (10) working days of the last received notice.

Any action anticipated by the Union shall be directed to the P.U.M.P. Committee. A violation of the Agreement may result in suspension of Agreement privileges by the Committee. The Committee shall notify the Union of such suspension and request the Union to take action after the usual seven (7) days written notice to the Employer.

## **ARTICLE 36**

### **WORK PRESERVATION FUND**

#### *Section 36.1*

The Union and the Association as a product of collective bargaining negotiations, agree to institute and continue in effect during the term of this Agreement, the Work Preservation Fund. The Fund will be funded solely from Union dues contributed by employees who perform work under this Agreement or under other Collective Bargaining Agreements with the Union. The Union shall have sole discretion concerning funding levels and all other facets of the operations.

The District Council is hereby authorized to allocate a percentage of the administrative dues check-off to a separate fund entitled the "Work Preservation Fund" during the term of this Agreement to be utilized exclusively in the area of jurisdiction of this Agreement without further action being taken by the bargaining unit members or the Signatory Employers. The current contribution on March 31, 2023 to this fund is twenty cents (\$0.20) per hour.

## **ARTICLE 37**

### **PRESERVATION OF WORK CLAUSE**

#### *Section 37.1*

To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs onsite 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

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indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

*Section 37.2*

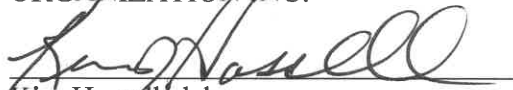
All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of the Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the *affected* Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

*Section 37.3*

If, after an Employer has violated this Article, the Union and/or the Trustee of one or more joint Trust Funds to which this Agreement requires contributions can institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award. This Section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds. In this Article, the Joint Trade Board shall be recognized as P.U.M.P.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, this 14<sup>th</sup> day of JUNE, 2023 to be effective as of April 1, 2023.

SIGNATORY PAINTING  
CONTRACTORS  
ORGANIZATION INC.

  
\_\_\_\_\_  
Kim Hasselbalch

DISTRICT COUNCIL NO. 5

  
\_\_\_\_\_  
Scott Oldham – Business Representative

rt/opeiu#11/afl-cio





