

**OREGON STATE
AND
SOUTHWEST WASHINGTON
MASTER AREA AGREEMENT
FOR THE
PAINTING, PAVEMENT MARKING, AND
HIGHWAY IMPROVEMENT
INDUSTRY**



JULY 1, 2023 THROUGH JUNE 30, 2028

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ARTICLE 1
PREAMBLE AND PURPOSE

- 1.1 This is a Collective Bargaining Agreement between the International Union of Painters and Allied Trades (IUPAT) District Council 5 Painters Local 10; collectively referred to as the "Union", and Specialized Pavement Marking, LLC herein referred to as the "Employer". This Agreement shall also be binding on any person, firm, corporation, joint venture or business entity which signs this Agreement, and which is approved by the Union.
- 1.2 The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Funds, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to promote efficiency and economy in the performance of painting, pavement marking, and highway improvement finishing, and generally to encourage a spirit of helpful cooperation between the Employer and employees to their mutual advantage and the protection of the investing public.
- 1.3 The Employer agrees to be bound to this Agreement while working in the following areas; Oregon and Southwest Washington Counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific or to be bound to the Area Collective Bargaining Agreement for the Traffic Control Striping Industry in effect in any other part of the states of Washington, Idaho, Alaska, and Utah while working in those areas.

ARTICLE 2
SCOPE OF AGREEMENT

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

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

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

- f. Line removal; chemical, sand and hydro-blast, paint and button.
- g. Installation of guard rail and posts and similar protective devices.
- h. Manufacturing and installation of all car stops, per example: metal, wood, concrete, plastic, etc., and all similar traffic regulators (rumble strip).
- i. Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices (barricades).
- j. The preparation and maintenance of all surfaces as outlined above.
- k. Employees performing fabrication and maintenance work on all vehicles and equipment.

ARTICLE 3
DEFINITIONS

3.1 Only four (4) classifications of employees shall be recognized, i.e. Foreman, Journeyman, Apprentice, and Maintenance/Mechanic.

- a. "Foreman" is a Journeyperson who has advanced training in manufacturer's applications and warranty requirements; that can understand and apply customer specifications in the field; who is trained in maintenance and field repair of all equipment; who has complete control over application procedures and techniques and can make on site decisions under field conditions.
- b. "Journeyman" is a person who has completed apprentice training or who has the ability and skill to read and analyze plans and specifications, to prepare materials and surfaces for application, to perform necessary layout, and trained in the five (5) following job operations:
 1. Striping (manually propelled machine) of all surfaces of streets, highways, parking lots, airports, curb, stencils, etc.
 2. Striping (mechanically propelled machine) of all surfaces as outlined for a manually propelled machine.
 3. Curbs, asphalt extruded, cement extruded, and performed curb, wheel stops, or bumper rail, composed of any material and affixed to the surface in whatever manner prescribed by specification.
 4. Delineating Device Application: Installation of any device or application of any material used in lieu of paint for traffic delineation commonly used in the area of this Contract Agreement such as the following: buttons, tapes and plastics, rumble strip, etc., composed of any materials and affixed to the surface in whatever manner prescribed by specification.

5. Miscellaneous: Installation of guard rail, guide posts, survey monuments, application of slurry seal or any other protective coating to traffic bearing surfaces. Paint removal by any method.
- c. "Apprentice" is a person who is being trained for the position of Journeyman over a period of time by a Journeyman in the trade. They may perform all the functions as described within the Journeyman class but under Journeyman's direction and instruction. Apprentices have to be accepted by the Joint Apprenticeship and Training Committee and registered with the Oregon State Apprenticeship and Training Council.
- d. Maintenance/Mechanic is a person who performs repairs on construction equipment (i.e. sweepers, milling machines, road striping equipment, propane and diesel fired heaters, etc.). Additional responsibilities include troubleshooting, diagnosing, and repairing equipment of various types and sizes from light-duty to heavy-duty operating equipment. Performing preventative maintenance following operation manuals as well as electrical and hydraulic diagrams, A/C units, etc. Fabrication, welding and cutting parts, using arc-welding, wire feed and flame cutting equipment. Performs routine maintenance such as changing oil, checking batteries, and lubricating equipment and machinery.
- e. All work performed at the shop or in the yard shall be paid at the yard wage with the exception of Mechanic and Utility Worker.
- f. Material Manufacturers' Representative duties will be paid at Yard wage.

ARTICLE 4
RIGHTS OF THE PARTIES

- 4.1 The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement, or who have crossed or worked behind a primary picket line, including but not limited to such a picket line, at the Employer's premises or job site where the Employer is engaged in work covered by this Agreement. This Section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act. It shall not be a violation of this Agreement if the Union advises Stripers to exercise rights conferred by this Agreement or provided by law.
- 4.2 Except as specifically limited by this Agreement, the Employer shall have exclusive right, as in its sole discretion may determine, to manage its business, to control and supervise all operations and direct all working forces, including but not limited to their right to select and hire, discharge, promote, transfer, or schedule employees, to control and regulate the use of

all equipment, materials, tools and other property of the Employer and to maintain efficiency among its employees.

- 4.3 Management personnel assigned to perform bargaining unit work shall be exempt from all of the provisions of this Agreement.

ARTICLE 5 **GRIEVANCE PROCEDURE**

- 5.1 Except as expressly otherwise provided in this Agreement, there shall be no strike or lockout on any job over any grievance or dispute between the Union and/or Employer and all grievances or disputes between the Union and the Employer, arising during the term of this Agreement or to its interpretation or application, shall be settled in accordance with the provisions of this Article.
- 5.2 In the event such a controversy, dispute or grievance arises, representatives of the Union and the Employer shall first attempt to settle the controversy, dispute or grievance. If not resolved within fourteen (14) days from the date the grievance is served, in writing, by either party upon the other, either party shall be authorized to refer the controversy, dispute or grievance to the Grievance Committee.
- 5.3 The Grievance Committee shall consist of two (2) members: one (1) selected by the Union, and one (1) selected by the Employer. The individual Union member involved in a dispute or grievance shall not be a member of the Grievance Committee. The unanimous decision of the Committee shall be final and binding upon the parties. If the matter is not resolved by the Committee within fourteen (14) days after its hearing or if a deadlock exists within the Committee, either the Union or the Employer may refer the matter for arbitration.
- 5.4 With respect to each case referred for arbitration, the Union and the Employer shall, by mutual agreement, select an arbitrator. If the parties are unable to agree upon the arbitrator, either party shall be authorized to request the Federal Mediation and Conciliation Service to submit a list of seven (7) names, and the Union and the Employer shall, alternately, each strike three (3) names from the list and the remaining one (1) shall be the arbitrator. The arbitrator shall promptly hear and determine the dispute, controversy or grievance referred to them and their decision shall be final and binding. The arbitrator must render a decision within thirty (30) days.
- 5.5 It is the desire of the parties that the arbitrator decides each case and issues their written order on the date of hearing. However, the arbitrator may, at their discretion, take a case under advisement and issue a post-hearing opinion and order. The arbitrator's fee shall be paid by the party who loses the case; if the arbitrator believes that neither party substantially prevailed, the arbitrator may, in any such case, allocate their fee between the Union and Employer.
- 5.6 In the event the Union claims that an Employer has violated any of the wage, travel, subsistence or trust contribution provisions of this Agreement, the Union shall be permitted to take economic action against such Employer. If such Employer deposits a certified check in the amount claimed by the Union to be due, made payable to the Union, with a local bank and gives the Union notice that this has been done, the Union shall be required to refrain from

further economic action and submit the matter to the Grievance Committee and the procedure under Section 3 of this Article shall apply. In the event the Union takes economic action pursuant to this Section, the Employer shall be liable for up to two (2) days lost wages and trust payments on wages sustained by their employees.

- 5.7 No claim for back pay, travel time, overtime, or any pay due and payable each week will be considered if filed later than thirty (30) days. However, this shall not preclude the right to hear any complaint during the term of this Agreement where in the evidence indicated a condition of chronic or continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement.

ARTICLE 6 **UNION SECURITY**

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

ARTICLE 7 **PROTECTION OF RIGHTS**

- 7.1 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or to work behind a primary picket line, including but not limited to a primary picket line, at the premises of the Employer or job site at which the Employer is engaged in painting, pavement marking, and highway improvement work.
- 7.2 The Employer shall report subcontractors related to traffic control providers, slurry sealers, trucking for rumble strips and any other subcontractors related to the field operations. Subcontractor reports shall be produced on a quarterly basis and commence on October 1, 2023.
- 7.3 Except as provided in Section 2 of this Article, all work covered by this Agreement and customarily performed on the job site or in a shop by employees working under this Agreement shall continue to be performed on the job site or in the shop by employees covered under this Agreement.

- 7.4 It is the intent of the Employer and the Union to protect all job site work which has been traditionally performed by bargaining unit employees or which is fairly claimable as bargaining unit work as covered by this Agreement.

ARTICLE 8
SAFETY

- 8.1 The Employer agrees that no employee will be allowed to use any poisonous material injurious to the health or toxic materials unless protected by every reasonable modern device and method used for health protection. It is the employee's responsibility to inform the proper management immediately if any such material is injurious to the employee's health.
- 8.2 Applicable laws of the Bureau of Oregon Labor and Industries, Washington State Department of Labor and Industries and the Federal Occupational Safety and Health Act of 1970 shall be part of this Agreement and shall be enforced under this Agreement.
- 8.3 Employees will be furnished necessary safety equipment required for work assignments.

ARTICLE 9
PIECE WORK PROHIBITED

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

ARTICLE 10
EMPLOYER RESPONSIBILITIES

- 10.1 The following requirements shall be applicable to all Employers who are parties to this Agreement.
- a. Every Employer, bound by this Agreement, is required to notify the Union in writing, by Certified mail, within thirty (30) days after any change in ownership. If such notice is not given, the Employer shall be liable for all losses sustained within the thirty (30) days following such change in ownership.
 - b. Any Employer shall also be liable for compliance with all of the terms of this Agreement with respect to any existing or future person, firm, corporation or other business entity engaged in whole or in part in painting, pavement marking, and highway improvement work within the geographical jurisdiction of this Agreement

if the Employer has any operating control over such other person, firm, corporation or other business entity for work within the scope of this Agreement.

- c. The Employer shall not require any employee covered by this Agreement to start work prior to the commencement of their shift.
- d. In the event the Employer, or any principal involved with the Employer, established a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or established a separate business entity within the geographical jurisdiction of this Agreement, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered within the scope of this Agreement.
- e. The Employer agrees that on work performed coming under the scope of this Agreement where plans or specifications have been provided by an awarding authority, said specifications shall be available for inspection by the representative of the Union and/or District Council.
- f. The following information shall be required when an Agreement is signed: Washington State Contractor's Registration number and the bond required by this Agreement, Oregon CCB License and registered business with the Oregon Secretary of State. The Employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper time cards for all employees and suitable payroll check stubs and other records required by law.
- g. Employer agrees to notify Union of any bargaining unit work that they may subcontract to a contractor NOT signatory with the IUPAT and the Employer agrees to supply the IUPAT with the subcontractor's name, address and state contractors registration number. Notify the Union forty-eight (48) hours prior to subcontracted work beginning.

ARTICLE 11 **EMPLOYEE RESPONSIBILITIES**

- 11.1 Vacations may be scheduled throughout the year under the following conditions; vacations scheduled between November 1st and May 30th will be granted when the Employer is given thirty (30) days' notice, with the number of people being on vacation at any one time being at the employer's discretion. Vacation scheduled between June 1st and October 31st will be allowed at employer's discretion; due to backlog and scheduling, and thirty (30) days' notice given.
- 11.2 An employee will be available for standby work on weekdays unless scheduled off.
- 11.3 The Employer will continually make thorough safety checks of all equipment and request any safety comments from the employees and extend all efforts to correct deficiencies, if any.

- 11.4 The employee will be given twenty-four (24) hours' notice by the Employer before leaving for out of town unless there are circumstances beyond the Employer's control. Twenty-four (24) hours' notice will be given for Saturday or Sunday work unless there are circumstances beyond the Employer's control.

ARTICLE 12
UNUSUAL CONDITIONS

- 12.1 The rate of pay for all classifications of work performed will be that which is predetermined by the appropriate government agency.
- 12.2 Jobs that are solely federally funded Davis-Bacon projects will be paid the higher of the Idaho and Out of Town Schedule A or Davis-Bacon wages.

ARTICLE 13
EMPLOYMENT

- 13.1 Except as limited by this Agreement, the Employer shall have entire freedom of selection in hiring and may discharge any employee for any just and sufficient cause, provided there shall be no discrimination by the Employer against any employee or applicant for employment because of sex, color, race, creed, national origin, Union membership, Union activity or because of non-membership in any Union.
- 13.2 In the employment of workers for all work covered by this Agreement, the following provisions shall govern:
- a. The Union shall establish and maintain open non-discriminatory employment lists for employment of workers in the Employer's trade, including Journeymen and apprentices, and non-member workers who may make application.
 - b. Whenever desiring to employ workers, the Employer shall call upon the Union or its agent for any such workers as it may, from time to time need, and the Union shall immediately furnish, to the Employer, the required number of workers as specified by the Employer.
 - c. If so requested, by the Employer, the Union shall furnish a specifically named worker, provided he/she is available for employment, and a local worker ("local" meaning within the jurisdiction of that local Union Hiring Hall).
 - d. When the Employer hires a new employee, the employee will be required to report to work with a work referral (dispatch. obtained from the Union Hall).
- 13.3 Reasonable advance notice (but not less than forty-eight (48) hours) will be given by the Employer to the Union or its agent upon ordering a worker, and in the event that within forty-eight (48) hours after such notice, the Union shall not furnish a worker, the Employer may procure a worker from any source. If a worker is so employed, the Employer shall, within

forty-eight (48) hours report to the Union or its agent such worker by name and Social Security Number.

- 13.4 Employees who are working within the geographical area covered by this Agreement may be transferred by the Employer from job to job any place within such area without being dispatched to such subsequent jobs.
- 13.5 An Affirmative Action Program, to encourage the employment of minorities, by the Employers covered under this Agreement, shall be established.
- 13.6 The Apprenticeship Coordinator will contact the Employer annually prior to September 1st to set up classes and curriculum.

ARTICLE 14 **JOB STEWARDS**

- 14.1 The Business Representative of the Union shall, after conferring with the Employer, have the authority to appoint job stewards as needed, and shall notify the Employer, in writing, of the appointment. The job steward shall have time to perform their duties pertaining to Union affairs, but the time so spent shall not interfere with the Employer's work.
- 14.2 The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed. Whenever reasonable, the Business Representative will notify the Employer of their visit.

ARTICLE 15 **HOURS OF WORK AND WORK RULES**

- 15.1 Eight working hours in one day shall constitute a day's work. Hours in excess of eight (8) on Monday through Friday shall be paid at the rate of time and one half (1 ½). Hours in excess of forty (40) hours in any work week, shall be paid for at the regular overtime rate of time and one half (1½).
 - a. Effective July 1, 2023 forward, employees required to start a shift between 12:01 a.m. Saturday and 11:59 p.m. Sunday shall be paid at the rate of time and one half (1 ½).
 - b. All reasonable means will be made to give employees at least ten (10) hours off between shifts.
 - c. When possible, employees' start times for the upcoming day's work will be posted at the dispatch office by 5:00 p.m. However, the determining factor for start times shall be by means of telephone call one (1) hour prior to start time.
- 15.2 The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If a holiday falls on Sunday, the following Monday shall be considered as a holiday. Overtime rate of double time (premium pay) shall apply to the above holidays.

- 15.3 Employees are prohibited from performing work prior to the start of shift.
- 15.4 It shall be understood that the preparation of materials and equipment or the cleaning up and removal of same is to be performed by employees or the Employer, within working hours. All employees shall be allowed five (5) minutes before lunch and at the end of a shift for personal cleanup.
- 15.5 Employees who report at the time they are instructed by the Employer or their agent, and who are not put to work shall be paid two (2) hours show up pay, except where workers are not put to work because of inclement weather or other conditions beyond the Employer's control.
- 15.6 Normally no employee shall be allowed to use their truck or car to transport materials or equipment of any type for the Employer at any time. Any employee who uses their car or truck to transport material or equipment of any type for the Employer at any time shall be paid the current IRS Standard Business Mileage Rate per mile, with a minimum of twenty-five dollars (\$25.00) per day. No employee shall use their own vehicle unless requested to do so by the Employer under the terms agreed to above and only if the Employer's public liability policy protects the employee.
- 15.7 No employee shall be allowed to rent or lease equipment to the Employer for whom he/she is employed.

ARTICLE 16
SUBSISTENCE PAY, TRAVEL TIME AND MILEAGE

- 16.1 During the lifetime of this Agreement, each signatory Employer will be allowed to designate only one (1) town as the base of their operations and they will state in writing, to the Union, whether the shop, the Union Hiring Hall or the County Courthouse will be used as starting point for purpose of travel pay during the lifetime of this Agreement. Travel time shall be defined as all time required to travel from the employees' permanent established yard to the job site and from the job site to the employees' permanent established yard.
- 16.2 All toll bridges, ferry or other forms of transportation expenses shall be paid by the Employer in addition to the regular transportation expense covered by Section 3 of this Article.
- 16.3 Travel time:
Travel time for drivers will be paid at the following rates of pay:
- a. Travel time will be paid at nineteen dollars (\$19.00) per hour and will be subject to overtime rules.
 - b. Full fringes with the exception of Health & Welfare will be paid on all travel time hours.

- c. Employees required to travel by air will be compensated at the travel rate specified for drivers for all hours commencing two (2) hours prior to scheduled departure time and end of actual airport destination arrival time.
- 16.4 Where employees are working on jobs which require them to be away from home overnight, the Employer shall pay the actual cost of lodging together with meal allowances. Effective July 1, 2023 through June 30, 2028, the meal allowance shall be fifty dollars (\$50.00) per day. Meal allowance will be paid for every overnight occurrence.
- 16.5 Employers signatory to an Agreement with a District Council, Local Union or International Union in another area and coming into or under the jurisdiction of the Oregon and Southwest Washington Area Agreement for the Painting, Pavement Marking, and Highway Improvement Industry shall use the Local Union dispatch point for purpose of travel pay for local employees hired. Job sites shall not be considered as such Employer shop or place of business.
- 16.6 Management agrees to pay employee wages for time spent training if the subject is a management requirement. If required by the Federal, State or other regulatory agency beyond management control it will be the Employee's responsibility.

ARTICLE 17
OUT OF AREA WORK

- 17.1 In the event that the Employer takes any employees outside of the general area covered by this Agreement, such employees shall receive the Idaho and Out of Town Schedule "A" rate or the Area Rate where the work is being performed whichever receive the higher of the rates of pay or better working conditions as specified in this Agreement, or in the prevailing Agreement in the area where they are working and in all events the Employer shall continue to pay the hourly contributions for all Trusts as specified in this Agreement on such employees.
- 17.2 The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographical jurisdiction and executed by the Employers of the industry and the Local Unions in that jurisdiction including, but not limited to, the provisions of the wages, hours, working conditions and all fringe benefits therein, provided there shall be no dual fringes.

ARTICLE 18
WAGES AND CLASSIFICATIONS

- 18.1 All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par or by lawful currency in an envelope. In either case, a receipt (check stub) showing the employee's and Employer's names, rate of pay, dates and hours worked both regular and overtime, travel and subsistence pay, and all deductions made and amounts due shall be given each employee. No more than seven (7) days' pay shall be held back. The said payments shall conform with all provisions pertaining to the payment of employees as

required in this Agreement and Federal and State laws. Violation of this clause shall be deemed sufficient reason for removal of employees by a Local Union and/or District Council Representative and said removed employee(s) shall be paid waiting time as per Section 6 of this Article.

- 18.2 In the case of an out-of-town contractor, a reasonable time or arrangement must be allowed to secure the employee's pay, but in such cases the waiting period shall not start until the beginning of the next day, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Local Union not later than 12:00 p.m. the following day after such wages are due and payable. Established pay day shall be recorded with the Union by all signatory members to the Agreement. Requests for additional time or variations to this Section must be filed with the Local Union or District Council prior to any change in the regular pay period.
- 18.3 Employees feeling they have a grievance pertaining to any compensation for wages, travel time or board and room shall file such claim with their Employer as soon as possible.
- 18.4 It is agreed by the Union and the Employer that the wages and conditions described in this Agreement are the minimum wages and conditions for dispatching of employees and no employee shall be permitted to work for any Employer, signatory to this Agreement, for wages or under conditions below the minimum described herein.
- 18.5 Moneys earned shall be due and payable weekly at the shop at quitting time except where additional time is requested and found to be to the mutual advantage of all parties concerned.
- 18.6 Employees laid off or discharged must be paid in full at the time of dismissal. Failure to do so, or failure to pay an employee on their regular payday, or payment of an employee by N.S.F. or otherwise non-negotiable check shall constitute a separate and willful violation of this Agreement. In such instances the Union, may at its discretion, assess damages against such Employer to the extent of time and one-half (1½) of the employee's regular rate of pay for all "waiting periods" including Saturdays, Sundays or holidays; or take any other remedial steps as outlined in this Agreement. "Waiting time" shall be construed, for the purpose of this Section, as not more than eight (8) hours in any twenty-four (24) hour period during which an employee has not received pay.
- 18.7 The refunding of wages (commonly referred to as kickbacks) to Employers or acceptance of said refund (or kickback) by an Employer shall constitute a distinct and separate violation of this Agreement. This Section shall be in addition to any right accruing in Sections 221 and 225 of the Federal Labor Code which makes "kickbacks" punishable by fine and imprisonment.
- 18.8 Wages and Benefits:
 - a. Shall be paid in accordance with the Schedule A rates.
 - b. A yearly total package increase will be based on the Journeyman Base Wage, starting July 1, 2024, to be allocated by vote of the membership.
 - c. Foreman Striper shall receive Journeyman rate plus two dollars (\$2.00) an hour.

d. Apprenticeship Classifications

1 st Period	60%	0-500 hours	\$42.00
		501-1000 hours	\$42.00
		1001-2333	\$42.00
2 nd Period	73%		\$51.10
3 rd Period	88%		\$61.60

(0 - 500 hours) - no fringes

(501 - 1000 hours) - includes H&W

(1001 - 2333 hours) - includes H&W and 60% of Journeyman pension

(2334 - 4667 hours) - includes H&W and 73% of Journeyman pension

(4669 - 7000 hours) - includes H&W and 88% of Journeyman pension

- e. The Employer agrees to deduct Administrative Dues Check-off from employees at the current Schedule "A" rate of gross earnings.
- f. Utility person will be assigned to shop work only. There shall at no time be more than twenty-five percent (25%) utility workers of the work force. Utility workers shall be paid at the state minimum wage and not need to be a member of the Union.
- g. Vacation 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 one dollar (\$1.00) per hour from each classification. 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 Vacation. The withholding shall be paid monthly to the authorized Administrator with the other hourly contributions.

The amounts paid for Vacation 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.

Any benefit increase incurred by the apprentices that exceeds an annual pay increase will be funded by a reduction in the WWPPT contribution that meets the difference between pay increase and contribution rate increase. The Employer will pay the difference for 1st Bracket at 500 hours – 1,000 hours.

ARTICLE 19
TRUSTS

- 19.1 The established Employees Painters Trust Agreement (Spokane) 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.
- 19.2 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 the Collective Bargaining Agreement at least thirty (30) days written notice of their intent to change so that signatories may submit comments.
- 19.3 Medical, Dental and Vision Plan:
Each Employer covered by this Agreement shall pay to the Employees Painters Trust (Medical, Dental and Vision Plan) the sum of eight dollars and sixty-seven cents (\$8.67).
- 19.4 Pension Plan:
Each Employer covered by this Agreement shall pay to the Oregon and Southwest Washington Painters Pension Trust the sum of six dollars and fifty-five cents (\$6.55) per hour for each hour worked by each employee upon contract ratification and on March 1st through the remainder of this Agreement, except first, second and third period apprentices.
- Any benefit increase incurred by apprentices that exceeds an annual pay increase will be funded by a reduction in the Oregon and Southwest Washington Painters Pension Trust contribution that meets the difference between pay increase and contribution rate increase. Employer will pay the difference for 1st bracket at 500 hours – 1,000 hours.
- Apprentices shall receive pension contributions as per their wage scale percentage.
- A first period apprentice shall receive no pension contributions for the first one thousand (1000) hours.
- 19.5 Trust Funds established for the benefit of the employee shall continue in full force and effect provided, however, that the Union shall have the option to apply a portion of any wage increase to maintain or increase the level of benefits under any of the Trust Funds and provided, further, the Union shall have complete discretion with respect to the allocation of any increase or increases which shall accrue during the terms of this Agreement.
- 19.6 Each Contractor shall pay to the Trust such amounts as are now or may hereafter, be agreed to in the collective bargaining agreements between the parties to such agreement, and such contributions shall be made in accordance with collective bargaining agreements between the parties to such agreement, the Trust Agreements and such regulations of the Trustees as are not inconsistent therewith, for all covered persons. Contributions shall be due and payable on the tenth (10th) 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 Board of Trustees are not received by the Administrator of the Trusts by the twentieth (20th) 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 postmarked prior to midnight of the twentieth (20th) day of the month.

- 19.7 If an Employer 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 shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
- 19.8 It is hereby agreed to by all parties to this Agreement that no Employer not signatory to an Agreement with District Council 5 shall be able to serve as a Trustee or committee person to the Trusts or Committees.

ARTICLE 20 **SEPARABILITY**

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

ARTICLE 21
APPRENTICESHIP AND TRAINING FUND

21.1

- a. Commencing with the first day of June 1995 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters and Allied Trades and Employer Associations in the Industry agrees to make payments to the Oregon and Southwest Washington Apprenticeship and Trust Fund for each employee covered by the Agreement, as follows:
- b. For each hour, or portion hereof, for which an employee receives pay the Employer shall make a contribution of thirty cents (\$0.30) per hour to the above named Apprenticeship Fund.
- c. For the purpose of this Article, each hour paid for, which pay is received by the employee in accordance with 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 day of employment in a job classification covered by this Agreement.
- e. The payments to the Apprenticeship Fund required above shall be made to the Oregon and Southwest Washington Apprenticeship and Trust Fund, which was established under an Agreement and Declaration of Trust dated first day of June 1978. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

21.2 All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

21.3 If an Employer fails to make contributions to the Oregon and Southwest Washington Apprenticeship and Training Trust Fund in five (5) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

21.4 The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of said Internal Revenue Code so as to enable the Employer at all times to treat Contributions to the Apprenticeship Funds as a deduction for income tax purposes.

21.5 Travel time hours will not be included as part of the seven thousand (7000) hours training required.

Travel time hours worked to date in the category the apprentice is currently in will not be accumulated toward training hours required.

ARTICLE 22
EXPIRATION AND RENEWAL

22.1 This five (5) year Agreement shall remain in full force and effect from July 1, 2023 until June 30, 2028 and shall automatically renew itself from year to year thereafter unless the Employer or the Union gives written notice of intention to modify the terms of this Agreement or to terminate this Agreement at least sixty (60) days, but not more than one hundred twenty (120) days, prior to June 30, 2028 or as the case may be, of a subsequent anniversary date. Either the Union or the Employer, if such party has given notice of intent to modify this Agreement, may terminate this Agreement by written notice any time after June 30, 2028.


Signed in Good Faith this 7th day of June, 20 .

Specialized Pavement Markings, LLC
EMPLOYER

IUPAT DC#5 / LOCAL #10



EMPLOYER SIGNATURE



UNION SIGNATURE

Mark Price – President
PRINTED NAME & TITLE

Scott Oldham - Business Representative
PRINTED NAME & TITLE



International Union of Painters & Allied Trades, AFL-CIO

DISTRICT COUNCIL # 5

Alaska • Idaho • Oregon • Utah • Washington

Todd Springer
Business Manager

6770 E. Marginal Way S., Bldg. E - Suite 321 • Seattle, WA 98108 • 206-441-5554 • 1-888-441-5554 • Fax 206-448-6478

ADDENDUM A

Oregon State and Southwest Washington Area Agreement for the Painting, Pavement Marking, and Highway Improvement Industry

The goal of this agreement is to align multiple jurisdictions to better serve the Union member and Employer with a collaborative implementation of the wages, benefits, and conditions.

The Oregon State and Southwest Washington Area Agreement for the Painting, Pavement Marking, and Highway Improvement Industry dated July 1, 2023 - June 30, 2028, and the Schedule A, effective July 1, 2023, through June 30, 2024, shall be adopted under the following conditions;

- 1) The Oregon Bureau of Labor and Industries publish the rates, benefits, terms, and conditions of the Agreement on July 1, 2023.
- 2) The Washington State Department of Labor and Industries publish the rates, benefits, terms, and conditions of the Agreement on August 1, 2023.
- 3) Should both rates not be published the current Schedule A and Contract shall remain in effect.

SIGNED AND AGREED TO THIS 17th DAY OF June, 2023

Specialized Pavement Markings, LLC
EMPLOYER

IUPAT DC#5 / LOCAL #10


EMPLOYER SIGNATURE


UNION SIGNATURE

Mark Price – President
PRINTED NAME & TITLE

Scott Oldham - Business Representative
PRINTED NAME & TITLE