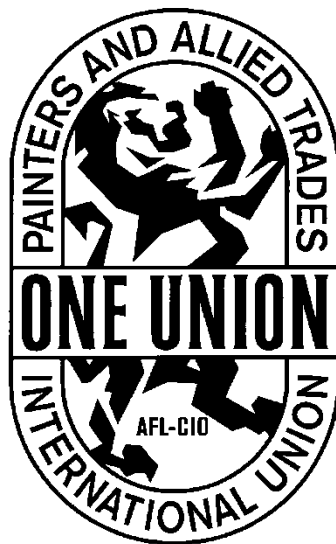


**WESTERN WASHINGTON AREA AGREEMENT FOR
THE PROFESSIONAL PAINTING INDUSTRY**

IUPAT DISTRICT COUNCIL 5



March 1, 2020 – February 29, 2024

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ARTICLE 1
PREAMBLE & PURPOSE

For purposes of clarification, the prior Western Washington Area Agreement for the Professional Painting Industry dated March 1, 2015 - February 29, 2020 expired on February 29, 2020. From March 1, 2020 to September 12, 2020, the parties agreed to be bound to the terms of the prior Agreement.

- 1.1** This is a Collective Bargaining Agreement between the International Union of Painters and Allied Trades District Council 5 (“IUPAT District Council 5”), also referred to as the Union and _____, also referred to as the Employer. The Employer hereby recognizes IUPAT District Council 5 as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”), of all Employees employed on all jobsites engaged in painting and drywall work as defined in Article 2 of this Agreement within the jurisdiction of the Union.
- 1.2** The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Plans between the parties hereto, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, for the Union to provide manpower, for the parties to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of all activities of protective and/or decorative finishes as described in this Agreement, and generally to encourage a spirit of helpful cooperation between the Employers and Employees to their mutual advantage and protection of the investing public.
- 1.3** When, in the opinion of any party to this Agreement, certain work might be secured for Employers signatory to this Agreement, and the present terms and conditions of work contained in this Agreement are not consistent with efficiency or practicality or the competitive position of the Employers then the terms and conditions contained in this Agreement may be modified to govern such project, geographical area or type of work. The consent, in writing, of the Union and the Employer shall be required to modify said terms and conditions.
- 1.4** If the Union grants any Employer more favorable wages, benefits, hours, or working conditions than listed in this Agreement, then any signatory Employer shall be entitled, after request, to the same conditions for similar work in the same area. The Union’s Business Manager, in order to protect and recover bargaining unit work, shall have the authority to modify this Agreement for single jobs or for particular branches of the trade, provided that there be no unlawful discrimination between Employers in the exercise of this prerogative. It will be the Union’s obligation to notify WWSPE’s custodian of records of such labor contracts, memorandums of understanding, or any other agreement within seven (7) working days upon execution of such documents.
- 1.5** The Employer agrees to be bound to this Agreement while working in the following counties of Western Washington: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, Grays Harbor, Jefferson, Clallam, Mason, Island, San Juan and Kitsap, or to be bound to the Area Collective Bargaining Agreement for the Painting Industry in effect in any other part of the states of Washington, Oregon, Alaska, Utah and Idaho while working in those areas.
 - 1.5.1** When working outside the counties covered by this Agreement an Employee covered by this Agreement shall receive the wages and benefits most favorable to the

Employee. All fringe benefits shall be paid into the Employee's "home" fund. The difference in total package shall go on check.

ARTICLE 2 **SCOPE OF AGREEMENT**

2.1 Within the meaning of this provision, the work of the "Painter" will include:

2.1.1 Application or removal of any and all types of paints, stains and coatings and coating systems, decorative or protective to any and all surfaces, floors and ceilings included, interior or exterior in relation to all painting and decorating, wallcovering, fabric panels, protective coatings, coating and staining of concrete floors and toppings, waterproofing, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glass coatings or application, carbon fiber, encapsulating, insulating, metalizing and flame spray.

2.1.2 Any and all surface preparations, prior to applications or removals, and similar or substitute surface preparations prior to applications or removals, on all surfaces, interior and exterior, to include, but not be limited to: residences, buildings, structures, industrial, power, chemical and manufacturing plants, bridges, tanks, vats, pipes, stacks, light and high tension poles, parking, traffic and air strip lines, trucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment.

2.1.3 Any and all surface preparation for application and or removal of any and all types of paints, stains, coatings and coating systems, decorative or protective materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/drywall finishing, skim-coating, (as defined in Article 2.5 of this Agreement), pointing, decorative/architectural caulking, high-pressure water, chemical and abrasive blasting of all kinds, chemical stripping, scraping, air tooling, bleaching, steam-cleaning and lead abatement/removal or encapsulation. All scaffolding, rigging and platform erection and dismantling.

2.2 Painting and drywall work also includes work, materials, equipment, or processes which are substituted for the matters covered in Section 2.1.

2.3 This Agreement applies to painting and drywall work to be done at the site of construction alteration, painting, repair, or maintenance of worksites, as defined in Section 2.1. These terms are to be interpreted and applied in accordance with the NLRA, as amended. The term "Employee" refers to persons performing job functions within the scope of this Agreement. It does not refer to Union membership or affiliation, but does include Foreman, Painter, Journeyman, Utility Worker and Apprentice Painter. Work outside the scope of this Agreement is not covered by this Agreement.

2.4 When an Employer desires to re-assign bargaining unit Employees to perform work outside the scope of this Article, the following step shall be followed:

2.4.1 The payroll records shall contain an entry which clearly discloses when the particular Employee starts work not covered under the scope of this Agreement.

2.5 This Agreement shall apply to drywall finishing at the Painter wage rates listed herein, provided that: (1) Said Drywall repair work is four (4) hours or less in a forty (40) hour workweek, or (2) Skim coating, floating, and/or Drywall Finishing work on any size area for the express purpose of Wallcovering installation. Drywall Finishing work exceeding the provisions

identified above (1), shall be compensated at the wage rate as identified in the Western Washington Area Agreement for the Drywall Finishing Industry current Schedule A.

ARTICLE 3 **DEFINITIONS**

- 3.1** The term “Employer” as used in this Agreement means any signatory person, firm, partnership, joint venture, corporation, or other business entity engaged in painting and drywall work and includes any person, as defined in S2(11) of the NLRA, acting as agent of the Employer, directly or indirectly.
- 3.2** The term “Drywall Finisher” and/or “Taper” as used in this Agreement is as defined in Article 2, Section 2.5 of this Agreement.
- 3.3** The term “Painter” as used in this Agreement means persons qualified in the industry who have completed an apprenticeship program and/or have passed the necessary Painter Progression Test and are able to perform the duties pertaining to the Painting, Decorating and Drywall Industry and who have met the standards for assignment as a Journeyman, Painter 1, Painter 2, or Apprentice, and who do not otherwise perform work under the scope of this Agreement as a Contractor. New workers to the Union/Employer who are not being designated as a Utility Worker or who are not enrolled in the Apprenticeship Program will be classified as a Painter 1.
- 3.4** The term “Apprentice” as used in this Agreement means persons who are learning the Painting and Decorating trade who have been accepted by the local Joint Apprenticeship and Training Committee and are registered with the Washington State Apprenticeship Council.
- 3.5** The term “Utility Worker” as used in this Agreement means persons who perform preparatory work; protection, clean-up and care of job site, materials, and equipment incidental to painting, coatings, abrasive blasting, wallcovering, drywall finishing, and parking lot striping. No application work or abrasive blasting shall be performed by a Utility Worker. If any Contractor is found in violation of this Section, they shall forfeit their right to use Utility Workers for the remainder of the contract and shall pay Journeyman wages to the Utility Worker for the period of time the Employee performed non-Utility work. Utility Workers shall not exceed 25% of the Employer’s workforce per jobsite.
- 3.6** The term “Employee” as used in this Agreement means persons referred to as Foreman, Journeyman, Painter 1, Painter 2, Apprentice and Utility Worker.
- 3.7** The term “Foreman” as used in this Agreement means a qualified Painter, preferably a Journeyman, who has been designated by the Employer or manages five (5) or more Employees on any one or multiple jobsites. Foreman Premium shall be applied as outlined in Article 17.8.
- 3.8** The term “Industrial Premium” as used in this Agreement means abrasive blasting and coating of steel and concrete substrates that only includes: bridges, tanks, shipyards, marine, pipelines, dams, and treatment plants. General office space included in any of the above facilities/structures is excluded from this provision.
- 3.8.1** (1) Level 1 – Abrasive Blasting and Coating Application.
- (2) Level 2 – Abrasive Blasting and Coating Application requiring full CAS-2 Certification to perform such work.

- 3.9 The term “Western Washington Signatory Painting Employers” herein after referred to as “WWSPE” is a group of Employers signatory to this Agreement that are granted rights as described within this Agreement.

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.

- 4.1.1 The Employer agrees to comply with the Union’s periodic requests to re-dispatch all Employees. The Employer will also cooperate with the Union, the Western Washington Painter Labor Management Cooperation Committee or Joint Apprenticeship and Training Committee to implement a photo ID system for all Employees. It is understood that these activities are to ensure the Employee’s compliance with this Agreement and that the Employee’s status with their present Employer is not altered in any way resultant of these administrative activities.

- 4.2 Except as specifically limited by this Agreement the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to the right to select and hire, discharge (with or without cause except as expressly provided to the contrary in this Agreement), 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 his/her Employees.

- 4.2.1 The parties agree that an Employer may employ “management trainees”, whom would be able to perform work under the scope of this Agreement but are exempt from the terms of this Agreement. A “management trainee” is strictly defined as the son or daughter of an officer, owner, or superintendent of an Employer.

- 4.3 Except as expressly otherwise provided in this Agreement, there shall be no strike, sympathy strike, work slowdown or any other work stoppage, or lockout, during the term of this Agreement.

- 4.4 It shall not be a violation of this Agreement for Employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is performed. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any labor organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to this Agreement is involved in a legitimate primary labor dispute with a bona fide labor organization.

- 4.5 Because of the hazardous nature of the work, the Employer has the right to test for illicit substances.

- 4.6** An Industry Board shall be established, consisting of five (5) members from Management, appointed by the WWSPE President, and five (5) members from Labor, appointed by the BM/ST of IUPAT District Council 5, or their designees. The Industry Board will meet to conduct business on an as needed basis. The Industry Board shall have the authority to interpret and amend this Agreement, to appoint committees as may be desired within the industry, to promote the industry and to interpret the intent of the negotiators of this Agreement. The Industry Board cannot alter or move any wages or trusted contribution absent a vote from the Membership. Such vote must occur within sixty (60) calendar days of the Industry Board's request. Neither the Industry Board (nor any member thereof) shall be subject to any claims for fiduciary liability or any other responsibility, known or unknown, for or of their actions or inactions pursuant to this Agreement.
- 4.6.1** An Industry Board meeting may be requested by either the President of WWSPE or the BM/ST of IUPAT District Council 5, or their designees.
- 4.6.2** The Industry Board shall meet no later than fifteen (15) calendar days after receipt of request for a meeting. However, this time limit may be waived by written mutual consent.
- 4.6.3** Any business brought before the Industry Board shall be decided by majority vote of those present. A quorum shall be a minimum of two (2) representatives from Management and two (2) representatives from Labor. For voting purposes there must be equal representation from each side.
- 4.6.4** The Industry Board shall appoint a four (4) person market-share sub-committee; two (2) representatives from WWSPE and two (2) representatives from IUPAT District Council 5. This committee shall be empowered to recommend amending the Western Washington Area Agreement in order to capture work not presently being done by signatory Employers or to increase market-share in work currently being done by signatory Employers (e.g. bridges, platforms, containment).
- 4.7** The right of any applicant for employment may be suspended in accordance with the following "Top Workplace Performance" provision(s):
- 4.7.1** Should any person referred for employment be terminated for just-cause, his or 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 or her hiring hall referral 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 or her referral privileges shall be suspended indefinitely.
- 4.7.2** A termination shall not be considered "for just-cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or 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 District Council Joint Trade Board shall be final and binding.
- 4.7.3** A Joint Trade Board, composed of two (2) members appointed by the BM/ST of IUPAT District Council 5 or his/her written designee and two (2) members appointed by the WWSPE President or his/her designee may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine that

equity requires such action. Such grievance will be heard in accordance with Article 9.

4.7.4 The reference for “Just Cause” throughout this Agreement does not limit an Employer’s rights to terminate an Employee for any reason under Section 4.2, but instead defines only that subset of terminations of an Employee invoking these “Top Workplace Performance” provisions under Section 4.7.

4.8 Code of Conduct.

4.8.1 Members’ Responsibilities

4.8.1.1 Respect the customers’ and Employers’ rights, property, and tools as my own.

4.8.1.2 Members meet their responsibility to be fit for duty and any policy for substance abuse is strictly met.

4.8.1.3 Members will respect the Customer, Client, Contractor, and the Union by dressing in appropriate, professional clothing.

4.8.1.4 Slowdowns and other methods utilized to extend jobs or provide for overtime will not be tolerated.

4.8.1.5 Walk-offs will not be tolerated. Causing or participating in a stoppage of work because of any alleged grievance or dispute without having approval of the local Union, or its duly authorized officers shall not be tolerated.

4.8.1.6 Participate in training programs offered through the Union and Employer to upgrade or increase skills, safety training and special certifications.

4.8.1.7 Journeyman painters are obligated to mentor apprentices in order to transfer knowledge and skills.

4.8.1.8 The use of cellular telephones and any headphones (including earbuds) shall be prohibited during work hours for personal use. The only times these devices can be used is during recognized break and lunch times. No work-related pictures that are unauthorized can be taken and posted on social media. The abuse or misuse of these devices shall be cause for disciplinary measures.

4.8.1.9 Members shall meet their responsibility to bring to the jobsite for every work shift assigned the Tools of the Trade as identified in Attachment 1 of this Agreement.

4.8.1.10 Members shall meet their responsibility to utilize proper safety equipment and methods.

4.8.1.11 Smoking shall be limited to designated areas and confined to break and lunch times.

4.8.1.12 In order to meet proper safety guidelines for respiratory protection, all members shall be clean shaven with no facial beard that is out of compliance with federal OSHA standards.

4.8.2 Expressly Prohibited Actions.

- 4.8.2.1** Participating in or instigating a fight during working hours.
- 4.8.2.2** Insubordination (direct violation or a work assignment or direction).
- 4.8.2.3** Theft of removal from premises, without proper authorization of any company property or property of another employee.
- 4.8.2.4** Unauthorized possession or use of firearms, explosives, or any other concealed weapons during assigned working hours.
- 4.8.2.5** Possessing, using, selling, or distributing alcoholic beverages, legal or illegal drugs on company premises, or in company vehicles or on project sites.
- 4.8.2.6** The above prohibited actions shall not be construed to deny the right of the Employer to discipline any employee for an act or cause not mentioned. Additionally, nothing contained in this article 4.8 shall prohibit the Employer from terminating employment of any employee with or without cause.

ARTICLE 5 **PROTECTION OF RIGHTS**

5.1 An Employer who is party to this Agreement shall not subcontract any work covered by this Agreement to be done at a construction job site to any Employer unless such Employer is a party to a collective bargaining agreement with the IUPAT District Council 5 or unless identified otherwise in Sub-section 5.1.1 and Sub-section 5.1.2.

5.1.1. However, the parties agree that the Employer may subcontract certain specialty-only work to non-signatory subcontractors or subcontractors' signatory to another union after first checking with other DC5 signatories signed to this Agreement to see if they can do the work. For the purpose of this Section specialty-only will be defined as wallcoverings, fireproof coatings, fiberglass coatings, cathodic coatings, elastomeric roof coatings; scaffolding, rigging and platform erection and dismantling; high pressure water and abrasive blasting of any kind. Both parties agree there is a need to be more flexible in regard to specialty-only work with a mutual understanding of working together to increase market share of this specialty-only work. Therefore, in the event that specialty-only subcontracting is deemed necessary the Employer agrees to contact the Union, in writing via electronic mail, facsimile or US Mail, prior to work being performed and provide the name of the specialty-only subcontractor and the scope of work being subcontracted for organizing purposes.

5.1.2 Whenever the Employer is desirous or obligated to satisfy WBE/MBE/DBE or its equivalent requirements, be they recruiting, contractual or otherwise, via Joint Venture or subcontracting, in an effort to capture work, the Union and the Employer, by mutual agreement, will waive Section 5.1 prior to commencement of the work provided that such agreement is reduced to writing prior to the published bid time and the Employer and Union were unable to find qualified competitive signatory WBE/MBE/DBE or its equivalent Employers. Absent aforesaid agreement in writing,

the Employer will be obligated to all current wage and contributions as listed in this Agreement for all compensable hours worked.

- 5.2** It is the intent of the Employer and the Union to protect all job-site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work. Accordingly, except as provided in Section 5.1 of this article, all painting work as defined in Section 2.1 and Section 2.2 shall continue to be performed on the job site or at any location designated by the Employer, by Employees covered under this Agreement, so long as it is within the geographic territory of the Union. The Employer shall not directly or indirectly perform, undertake, accomplish or attempt to perform, undertake or accomplish any painting work, as defined in Section 2.1 and Section 2.2, except in complete compliance with all terms and provisions of this Agreement. The term "Employer" includes any person acting directly or indirectly as an agent for the Employer. This Agreement shall not apply to work at the Employer's shop, provided that such shop is covered by a separate collective bargaining agreement.
- 5.3** The Union and any job stewards, business representatives, or other agents of the Union agree to cooperate with the Employer in achieving maximum efficiency and productivity and to work with WWSPE and the Employer to eliminate inefficiency, work stoppages and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any Employee to work for other Employers after their regular day's employment with one Employer, or for any Employee to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations. Employees working under this Agreement have a duty of confidentiality with respect to the business operations of signatory Employers for whom they work. Confidential information shall be defined as information, not generally known, related to the business of the Employer including but not limited to the names of customers, staffing levels, or any detail of bids. Any Employee who is found to have violated the terms of this provision shall be subject to immediate discharge.
- 5.4** In the event the Union claims that the 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. In the event that the Union takes economic action pursuant to this Section, the Employer shall be liable for up to five (5) working days lost wages and trust payments on wages sustained by the Employer's Employees. If the 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 to submit the matter to the Industry Board and the procedures outlined in Article 9 shall apply.
- 5.5** The parties hereto agree that an act of a member of the Union shall not be binding on the Union unless such an act is expressly authorized by said Union.

ARTICLE 6

UNION RIGHTS & RESPONSIBILITIES

- 6.1** All Employees covered by this Agreement who are members of the Union on the date of execution of this Agreement shall be required by the Employer to maintain their membership as a condition of employment. All Employees who are not members of the Union on the date of the execution of this Agreement and all Employees employed after the execution date of this Agreement shall, on and after the eighth day following the date of employment, whichever is

later, be required by the Employer to become and remain members of the Union as a condition of employment. This section shall not apply to Supervisors or Utility Workers.

- 6.2 In the event that an Employee fails to tender the administrative processing fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing via certified mail or return response electronic mail.
- 6.3 The Union agrees that there will be no discrimination in referrals for employment based on race, religion, color, age, sex, national origin, disability, or veteran status.

ARTICLE 7
EMPLOYER RESPONSIBILITIES

- 7.1 The following requirements shall be applicable to all Employers who are parties to this Agreement.
 - 7.1.1 The Employer shall not require any Employee covered by this Agreement to report at the job site or in the Shop more than fifteen (15) minutes before working time.
 - 7.1.2 The Employer shall be required to pay all wages and fringe benefits as specified in the Agreement for all bargaining unit work. Initial time spent by a new hire for Employer orientation is not considered bargaining unit work. Time spent traveling to any Employer directed drug or alcohol testing, other than pre-employment testing, will be paid at the dispatched wage rate or current base wage rate; whichever is greater. The Employer will not be obligated to any wages in this Section should the test results be positive.
 - 7.1.3 The following information shall be required when an Agreement is signed: A current Washington State Contractors Registration number. The Employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper timecards for all Employees, and suitable payroll check stubs and other records required by law. The Union will provide copies of this information to WWSPE. ("Suitable" shall mean Employer's name and address and Employee's name and social security number.)
 - 7.1.4 The Employers signatory to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders, Equal Employment Opportunity laws and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any Employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or veteran status.
- 7.2 The Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ, when available, 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.
- 7.3 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all 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 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 and fringe benefit contributions on behalf of such Employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council 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.

7.4 Preservation of Work Clause – 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 on-site 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 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.

7.4.1 All charges of violations of Section 7.4 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 this Article, the Industry 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 and any delinquent contributions that resulted from the violations. The Industry 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 Industry Board or Arbitrator under this Section only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

7.4.2 If after, an Employer has violated this Section, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal actions to enforce an award by an Arbitrator or the Industry Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants and/or attorney's fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article, which may be available to the Union and/or the Joint Trust Funds. Should the Employer be found not in violation of this Section, costs incurred to defend will be borne by said Trust.

7.5 All Employees shall be entitled to meal and rest periods as defined by the Washington State Administrative Codes (WAC); and there shall be provided by the Employer sanitary facilities consisting of a reasonable number of toilets and urinals; fresh drinking water will be available

to Employees; furnish all personal protective clothing and equipment required at the jobsite excepting Section 14.3.

ARTICLE 8
SAFETY, TRAINING & CONTINUING EDUCATION

- 8.1** The Employer agrees that no Employee will be allowed to use any EPA listed poisonous materials hazardous to health unless they are protected by industry standard devices and methods used for health protection in accordance with Section 8.2 and Section 8.3.
- 8.2** Every reasonable device and method shall be adopted to minimize the danger and hazard involved in all work, and all applicable Local, State, Federal and Governmental regulations will be observed, including the rules and regulations in the Safety Standards for the Painting and Decorating Industry for the State of Washington.
- 8.3** The Employer shall abide by all applicable local, state, and federal safety and health standards, laws, and regulations. Alleged violations of safety standards, laws and regulations are subject to the grievance and arbitration provisions of this Agreement. Nothing in this Agreement shall be construed as modifying the Employer's obligation to provide a safe workplace or as imposing upon the Union a duty to assure a safe workplace. The Union and the Employees shall bring these matters to the Employer's attention.
- 8.4** Both Union and Employer agree that both the Employer and the Employees will abide by all the safety rules, including regulations as stated in Section 8.3.
- 8.5** All Employees dispatched by the Union will have in person, proper ID to comply with Form I-9 Employment Eligibility Verification or the equivalent, tools of the trade, all items on the Referral Check-Off Sheet herein Attachment 1, documentation of applicable training/certification imposed by State or Federal agencies and have all Safety/Skills Cards covered by this Agreement.
- 8.6** Painters (Commercial or Industrial) and Wallcoverers will have the opportunity to progress in their wages by taking the appropriate Progression Test that includes written and skills applications. These tests will be scheduled and administered through the Joint Apprenticeship and Training Committee. These tests will be judged by qualified representatives as determined by the Joint Apprenticeship and Training Committee. Prior to taking the appropriate Progression Test, the Painter and Wallcoverer, must obtain, without compensation, Fall Protection card, OSHA 30 (to include Respiratory Protection) and Aerial Boom Lift/Scissor Lift Certification (must meet OSHA/ANSI standards). These certifications must remain current. Any refundable deposits shall be returned within twenty (20) business days upon completion of the test. In addition to the required classes, Painters and Wallcoverers shall also have the opportunity to take safety/skills classes. These safety/skills classes are administered by the Training Center and are listed below. The following are the requirements for Painter Progression for each classification:
- 8.6.1** Any Painter or Wallcoverer taking the appropriate Progression Test that scores 65% or below shall be placed into the Apprenticeship Program according to the JATC or remain P1/WC1.

- 8.6.2** Painter 1 (P1) – Untested Painters and Painters that have taken the Painters Progression Test and have been classified as a P1 prior to March 1, 2020 OR Painters or Wallcoverers that take the Appropriate Progression Test and score between 66% and 75% shall be classified as a P1/WC1. To progress from P1/WC1, the Painter/Wallcoverer must wait a minimum of six (6) months from their last test date or accrue one thousand (1000) hours worked before being eligible to retake the Appropriate Progression Test.
- 8.6.3** Painter 2 (P2) – Painters that have taken the Painter Progression Test and have been classified as a P2 prior to March 1, 2020 OR Painters/Wallcoverers that take the Appropriate Progression Test and score between 76% and 85% shall be classified as a P2/WC2. To progress from P2/WC2, the Painter/Wallcoverer must wait a minimum of six (6) months from their last test date or accrue one thousand (1000) hours worked before being eligible to retake the Appropriate Progression Test
- 8.6.4** Journeyman – Painters that have taken the Painter Progression Test and have been classified as a Journeyman prior to March 1, 2020 OR Painters/Wallcoverers that take the Appropriate Progression Test and score 86% or higher OR Painters/Wallcoverers that have graduated from a State Registered Painters or Wallcoverers Apprenticeship Program, and such graduation can be confirmed, shall be classified as a Journeyman Painter or Wallcoverer.
- 8.6.5** Continuing Education – In addition to the required classes for the appropriate Journeyman level test, Painters/Wallcoverers shall have the opportunity to take skills and safety training classes. These classes are administered by the Training Center and are listed below. Each of these safety/skills class hours shall be eligible for STAR credit.

Courses	Expiration	Hours/STAR Credit
Required to take Test		
OSHA 30 / To include Respiratory Protection	None	30
Fall Protection	3 Years	8
Aerial Boom Lift/Scissor Lift Certification - Must Meet OSHA.ANSI Standards	3 Years	8
Tests *		
Commercial Painter Progression Test		8
Wallcovering		8
Industrial Painter Progression Test with Required Prerequisites		40
Safety Classes		
Fall Protection (8 hours)	3 Years	8
First Aid/CPR/AED	2 Years	8
Aerial Boom Lift/Scissor Lift Certification - Must Meet OSHA.ANSI Standards	3 Years	8
Scaffold Safety Awareness - Suspended	None	4
Scaffold Safety Awareness - Supported	None	4

Lead Awareness / To include Respiratory Protection	None / 1 Year	8
Confined Space Awareness	None	8
Skills Classes **		
Brush and Roll Workshop	None	8
Intro to Wallcoverings/Prep of Materials and Surfaces	None	8
Wallcovering Applications I	None	8
Wallcovering Applications II	None	8
Abrasive and Water Blasting	None	8
Wood Finishes	None	8
Intro to Spray Painting	None	8
Airless Spray Systems	None	8
Electrostatic Spray Systems	None	8
Conventional Air-Spray Systems	None	8
Foreman Training and Communication Skills	None	8
Mentoring for Journeyman and Communication Skills	None	8
Mentoring for Apprentices and Communication Skills	None	8
Plural Component Pump Spray Systems	None	8
Blueprint Reading	None	8

* Tests count as STAR credit, not training hours.

** 16 out of 24 hours of the required yearly training shall be Safety unless all cards are up to date or Safety classes have already been taken.

- 8.7** Continuing Education/STAR Program - To maintain current Painter/Wallcoverer status during this agreement, all employees (excluding Journeyman) must complete a minimum of 24 hours of Safety or Skills based training, through the STAR Training program, as set and administered by the Joint Apprenticeship and Training Committee. This a yearly requirement starting July 1, 2021. Should the 24 hours of training not be attained by any Painter/Wallcoverer, the employer shall not be obligated to pay the wage increase when such increases are due. However, when the training hours are attained, the wage increase shall be implemented at the start of the next pay period but shall not be retroactive.

ARTICLE 9 **GRIEVANCE PROCEDURE**

- 9.1** All grievances or disputes between the Union, Employee and the Employer arising during the term of this Agreement shall be settled in accordance with the provisions of this Article. The terms “grievance” and “dispute” include, but are not limited to, cases of violation, misunderstanding or differences in the interpretation of this Agreement. There shall be no slowdown or stoppage of work as relates to said grievance. All parties pledge their immediate cooperation to eliminate the above-mentioned possibilities or concerns, and the following procedure is outlined for that purpose.
- 9.2** No claim for back pay, travel time, subsistence, overtime, or any pay due and payable each week will be considered if filed later than sixteen (16) calendar days from the normal scheduled payday in question. However, this shall not preclude the right to hear any complaints during

the term of this Agreement wherein the evidence indicates a condition of continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement.

- 9.3** The Grievance Committee shall be two (2) Management members from WWSPE, appointed by the WWSPE President or his/her designee and two (2) members from Labor, appointed by the IUPAT District Council 5 BM/ST or his/her designee, and a fifth (5th) member at large, chosen by mutual agreement of the other four (4) Grievance Committee members. If a fifth (5th) member at large cannot be chosen by mutual agreement, the matter can be referred to binding arbitration at that point.
- 9.4** The Industry Board shall establish procedural and record keeping guidelines for Grievance Committees to interpret the intent of the negotiators of this Agreement. Neither the Industry Board nor the Grievance Committee (or any member thereof) shall be subject to any claims for fiduciary liability or any other responsibility, known or unknown, for or of their actions or inactions pursuant to this Agreement.
- 9.5** In the event a grievance or dispute arises, a representative of the Union shall attempt to settle the grievance or dispute by contacting the Employer involved.
- 9.5.1** Employees feeling they have a grievance will bring such concern first to their Employer for resolution within seven (7) calendar days; an Employee is not prohibited from bringing their assigned Union Representative to this first in-person inquiry meeting. In the event the Employer fails to resolve the issue within two (2) calendar days the Employee is to bring it to the attention of the Union who will collectively attempt to mutually resolve on the Employee's behalf.
- 9.5.2** Any grievance not resolved by means of Section 9.5.1 must be presented in writing by the Union to the Employer within sixteen (16) calendar days of the facts giving rise to its occurrence or within fourteen (14) calendar days if a Union Representative was in attendance at the initial in-person meeting in 9.5.1
- 9.5.3** Failure by the Union to present the written grievance within the time limits referenced in Section 9.5.2 or to timely advance said grievance through this procedure will constitute a waiver.
- 9.5.4** The Employer shall respond in writing within fourteen (14) calendar days of such written notice or, if no response is provided within such time period, the grievance or dispute will be settled in favor of the aggrieved.
- 9.5.5** In the event the grievance or dispute is not resolved, either the Union or the Employer is authorized to refer the grievance or dispute to the Industry Board provided that such referral must be in writing with copies to all parties, and presented within fourteen (14) calendar days. However, any of the time limits mentioned in this Article may be waived by mutual written consent of the Employer and the Union.
- 9.6** Neither individual party (aggrieved or grievant) involved in a dispute shall be a part of the Grievance Committee and the decision of the Committee shall be final and binding upon all parties.

- 9.6.1** The full Committee will hear each dispute or grievance and voting will be by secret ballot. The majority decision of the Committee shall be final and binding.
- 9.6.2** Neither party shall have the right to legal representation without mutual agreement.
- 9.6.3** Neither party shall have the right to electronically record any proceedings under this Section without mutual agreement.
- 9.7** Upon mutual agreement of the parties, any matter, issue, or dispute may be decided upon through binding arbitration and not the Grievance Procedure as outlined in this Article. Matters referred to arbitration will be so submitted by the affected parties to the American Arbitration Association (AAA) for a binding decision. In such instances, the affected parties to the dispute shall appoint an arbitrator to review the matter and render a binding decision. Either party to the dispute will request a list of seven (7) names from the AAA and the parties shall alternately strike names from the list. The remaining name shall be the arbitrator. If the parties are unable to reach a mutually agreed upon arbitrator, the American Arbitration Association shall make the designation. The affected parties in the arbitration shall equally share in the cost of such arbitration.
- 9.8** The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions and articles of this Agreement. Any award by the arbitrator will be final and binding. A copy of the award must be submitted by the arbitrator to the Industry Board as soon as such award is rendered, and in no way greater than forty-five (45) calendar days after the hearing.

ARTICLE 10

TRUSTS

- 10.1** Employers signatory to this Agreement are required to make contributions to the following Funds: Employee Painters Trust, Western Washington Painters Defined Contribution Pension Trust, The Painters and Allied Trades Labor-Management Cooperative Initiative, District Council 5 Apprenticeship and Training Trust Fund, Finishing Trades Institute, International Painters and Allied Trades Industry Pension Fund, Painters Progression Fund, STAR Program Training Fund, and Western Washington Signatory Painting Employers Fund. Each Employer shall make reports to the Trusts (see Article 21) and remit the reports with contributions, if any due, to the designated central distribution point, or such other place as may be designated. The report and payment must be postmarked by the post office no later than the last day of the month following the month in which hours were worked. If in the opinion of a CPA, as provided for in Section 10.4 and Section 10.5 of this Article, employed by the Union or any of the Trust Funds, the Employer has failed to maintain accurate time records, it shall be conclusively presumed that each Employee who performed any services in a given week worked a minimum of forty (40) hours in that week.
- 10.1.1** For the purpose of computing trust fund contributions the Employer shall multiply the hourly contributions rate set forth in this Agreement and by the current Schedule A by the hours of work as reflected by the Employee's time cards for the period in question.
- 10.2** In the event an Employer fails to make any of the contributions or remittances as required by this Agreement, such Employer shall be required to pay, in addition to the principal sum due, reasonable attorney's fees and the costs of collection. In the event suit is initiated, it is agreed

that such suit shall be filed in a court of competent jurisdiction (either State or Federal) located in King County, in the State of Washington.

- 10.3** By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreements establishing the Funds referred to in this Article and agrees to be bound by all past and future lawful acts of the Trustees of each such Fund. The Employer shall not be bound by the terms of any Trust Agreement or the actions of the Trustees of any Trust Fund unless the Employer is obligated to make contributions to such Fund pursuant to this Agreement.
- 10.4** The Trusts or the Union shall have the authority to appoint a CPA who shall have the right to enter upon the Employer's premises at reasonable time, during normal business hours, and inspect and copy business records and conduct other relevant duties to function as ordered by the Trusts or Union. Such records as required by said agent to perform these duties will be provided by the Employer.
- 10.5** It shall be the duty and right of the Trustees of the Trusts to audit each Employer party to this Agreement at least once during the life of the Agreement. The net costs of any such audit shall be borne pro rata by the Trusts. Any new Employer must be audited at or near the end of its first-year anniversary. The Trustees of the Trust Funds may audit an Employer at random, pursuant to an audit cycle, for cause or for any reason deemed appropriate by the Trustees.
- 10.6** If an Employer audit conducted under the authority granted by this Agreement reveals an underpayment of either wages or fringe benefits (Health & Welfare, Pension, Apprenticeship, Labor/Management Trust, etc.) the Employer shall be required to pay the contributions, interest, liquidated damages and audit costs pursuant to the Trust document.
- 10.7** The Trustees of each of the Trusts shall be obligated to accept contributions from any Employer who is party to an agreement with the Union, unless the Employer's right to participate in the Trust Fund has been terminated. The term Employer as used in this Article includes governmental and quasi-governmental entities.
- 10.8** Employers having working agreements with Unions affiliated with the International Union of Painters and Allied Trades may participate in the Trusts by adopting the Agreement and Declaration of Trusts and conforming to regulations as determined by the Trustees of such Trusts.
- 10.9** Election and terms of Trustees shall be in accordance with the Agreement and Declaration of the Trusts.
- 10.10** WESTERN WASHINGTON PAINTERS LABOR MANAGEMENT COOPERATION TRUST: The Employer and the Union agree to the continuation of the Trust, the objectives of which are to establish and operate joint labor management 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 economic problems which reduce competitiveness and inhibit the economic development of the industry; to enhance the involvement of workers making decisions that affect their lives; and to expand and improve working relationships between workers and Employers.

ARTICLE 11
EMPLOYMENT OF EMPLOYEES

- 11.1** Except as specifically limited by this Agreement and (with or without cause except as expressly provided to the contrary in this Agreement), the Employers shall have entire freedom of selectivity in hiring and may discharge any Employee for any cause which they may deem sufficient.
- 11.2** Painters, Tapers, Apprentices, and Utility Workers will be hired in the manner set forth in this Article. Separate hiring halls will be maintained by IUPAT District Council 5 or by each Local Union party to this Agreement. Hiring halls will be operated on an open and non-discriminatory basis for employment of Employees of this particular trade, including Painters and/or Tapers or indentured Apprentices, previously employed by Employers signatory to this Agreement and non-member or Utility workers who may make application for a place on the appropriate out of work list.
- 11.3** When an Employer desires to hire Painters, Tapers, Apprentices, or Utility Workers, a request shall be made to IUPAT District Council 5 or the Local Union that has jurisdiction over the job. If the order is not filled within twenty-four (24) hours (Saturday, Sunday and holidays excluded) the Employer can hire or secure labor from any source. The Employer shall report the name, address and social security number of any Employee hired outside the hiring hall to IUPAT District Council 5 or the Local Union having jurisdiction over the job within forty-eight (48) hours after the Employee begins work.
- 11.3.1** Each Employer agrees that at the time of employment, or within forty-eight (48) hours of any Employee beginning work covered by this Agreement, such Employer shall secure from the Employee a "Referral Check Off Sheet" (see Attachment 1) and a work referral slip (dispatch) and the slip shall indicate that an authorization form has been signed by the Employee, and is on file at the Local Union office. The Employer will be provided with a copy of the authorization form.
- 11.4** The Union shall maintain a list of available applicants, on an open nondiscriminatory basis. The Union shall refer applicants for employment, without unlawful discrimination against such applicants, by reason of Membership in the Union, race, religion, color, age, sex, national origin, disability, or veteran status. Separate out-of-work lists will be maintained for Painters and Painter Apprentices. The Painter lists will be divided into three parts: "A", "B" and "C". The "A" list shall consist of all applicants for employment who have demonstrated their craft knowledge by having worked a period of two (2) consecutive years for Employers who have established collective bargaining relationships with IUPAT District Council 5 or have graduated from a Federal/State registered apprenticeship program. The "B" list shall consist of all applicants for employment who can demonstrate their craft knowledge by demonstrating that they were employed as a Painter for three (3) consecutive years. The "C" list shall consist of all other applicants seeking employment as a Painter. Unemployed applicants may register in any Union covered by this Agreement; however, no applicant shall register in more than one Local Union at any time. Any applicant who registers on the out-of-work lists maintained by IUPAT District Council 5 or any of the Local Unions party to this Agreement will be removed from such lists and required to re-register if said applicant is registered at more than one Local Union at any time. All applicants must re-initial their respective list every thirty (30) days. Failure to do so will be cause for the Local Union to remove such applicant from the list.
- 11.5** Upon receiving a request for Painters and in the absence of a specific request by name, by the Employer, the Union will first refer from the "A" list in the order in which they are registered,

after the "A" list is exhausted then from the "B" list in the order in which they are registered, after the "B" list is exhausted then from the "C" list in the order in which they are registered. It is agreed that the Employer may request applicants by name. Such requests will be honored by the Union if said employee has been previously employed by the Employer, and the requests are made in writing, by electronic mail, facsimile or US mail and the applicant meets the qualifications to be registered on the "A", "B" or "C" list. Any Painter Apprentice that becomes dropped from the apprenticeship training program by the Joint Apprenticeship Training Committee will be limited to the "C" list.

- 11.6** Special skills requests will be recognized if "A", "B" or "C" list applicants having such skills are available, regardless of their position on the "A", "B" or "C" lists. Employers may request for dispatch specific applicants who currently possess certain owner required credentials (e.g. security credentials), regardless of their position on the "A", "B" or "C" lists. Requests for applicants with special skills or owner required skills must be confirmed in writing, by electronic mail, facsimile or US mail, within forty-eight (48) hours.
- 11.7** No Union representative or dispatch personnel shall knowingly direct, request or order any Union member, currently employed by any Employer in good standing, to leave said Employer and report to work at a different Employer, without first notifying both Employers, in writing by electronic mail, facsimile or US Mail, forty-eight (48) hours before such action.
- 11.8** Employees who are working within the geographical area covered by this Agreement for an Employer who is party to this Agreement may be transferred from job to job any place within the area covered by this Agreement without being dispatched to such subsequent jobs. However, all new hires shall be hired through IUPAT District Council 5 or the Local Union in whose jurisdiction the job site is located if such are available. If not, the Employer may hire from any source.
- 11.9** The Union will fill out the "Referral Check-Off Sheet" (see Attachment 1), which is part of the referral slip, when dispatching Employees. The Union shall be required to make every effort to ensure that all dispatched employees report to work with all items required of them, as described on the "Referral Check-Off Sheet", in this Article and elsewhere in this Agreement
- 11.10** Employers shall notify the Joint Apprenticeship and Training Committee office within five (5) days of any Apprentice terminated, laid off or who quits.
- 11.11** Before dispatching applicants to any general or building contractor, the Union will, whenever possible, give at least forty-eight (48) hours prior notice to WWSPE's custodian of records so that they may have an opportunity to contact such contractor concerning the possibility of contracting for the work to be done.

ARTICLE 12 **PAINTER APPRENTICES**

- 12.1** All Apprentices shall be registered with the local Joint Apprenticeship and Training Committee (JATC) and the Washington State Apprenticeship and Training Council (WSATC).
- 12.2** Each Employer may employ one Apprentice to each Journeyman Painter, unless their right to train Apprentices has been revoked by the Joint Apprenticeship and Training Committee. However, this ratio will not supersede the ratio requirements set in the State Apprenticeship Standards, which may be obtained from the Joint Apprenticeship and Training Committee or

the Finishing Trades Institute Northwest office. This shall not limit the obligation of the Employer to train Apprentices nor shall it be construed to replace Painters.

- 12.3 The Joint Apprenticeship and Training Committee will endeavor to make available, insofar as possible, steady employment to all Apprentices.
- 12.4 Employers and members of the Unions agree that all Apprentices working in the trade shall attend school where established for the training of said Apprentices, and assist in the enforcement of all rules and regulations now in effect and hereafter adopted by the Joint Apprenticeship and Training Committee.
- 12.5 Subject to Section 12.11, all Apprentices shall pass both written and hands on tests, as administered by the Joint Apprenticeship and Training Committee for a specific period of Apprenticeship prior to advancement to the next period of Apprenticeship. Prior to the Employer advancing the Apprentice, the Employer shall have the option to verify that the Apprentice has passed the required testing.
- 12.6 All Apprentices failing to attend assigned classes, except by legitimate excuse, may be immediately removed from their work by an authorized representative of the Joint Apprenticeship and Training Committee and may not be permitted to return to said work until a hearing has been held before the Joint Apprenticeship and Training Committee and the matter settled to the satisfaction of said Committee.
- 12.7 Positively no Apprentice shall be sent to out of town work that will interfere or prohibit them from attending school classes.
- 12.8 No Apprentice shall be allowed to use a spray gun or work on a swing stage without the supervision of a qualified painter, which cannot be another Apprentice.
- 12.9 Painter Apprentices sent to jobs shall be accompanied by a Painter, which cannot be another Apprentice unless the Washington State Painter Apprenticeship Standards State otherwise.
- 12.10 Completion requirements for apprenticeship training will be determined by the Joint Apprenticeship and Training Committee.

ARTICLE 13 **STEWARDS**

- 13.1 The BM/ST of IUPAT District Council 5, or his/her designee, shall have the authority to appoint all Shop Stewards and Job Stewards. The BM/ST, or his/her designee, also has the authority to remove a Steward. The Union shall notify the Employer in writing via certified mail and email within thirty (30) days of the appointment and removal of its Stewards. Stewards shall be appointed from the present work crew of the Employer. The Union shall notify the Employer via certified letter and email of the names of their Company's Stewards on an annual basis. The Employer shall notify the Union in writing via certified letter and email within thirty (30) days of a Steward leaving their employ.
- 13.2 Stewards' duties are to check all working cards of Foreman, workers and Apprentices and to check dispatches of newly hired workers, and to report the same by use of the Stewards Report to the Business Representative of IUPAT District Council 5 in the area the work is being

performed. The Steward, as a working Journeyman, shall be allowed a reasonable amount of time to perform his/her duties that cannot be performed outside of working hours.

- 13.3** Stewards are not authorized to cause or attempt to cause any stoppage of work, slowdown, or the termination of any Employee.
- 13.4** The Steward shall be the last person to be laid off, provided he/she is qualified and able to do the job available to him/her, except Foreman, touch-up, and specialty Painters.
- 13.5** After checking with the Employer, authorized representatives of IUPAT District Council 5 shall be allowed to visit shop or shops and/or on jobs of the employer to perform his/her regular duties. It shall not be the intention of the IUPAT District Council 5 representative to interfere with or slow down any work operations.

ARTICLE 14 **HOURS OF WORK & WORK RULES**

- 14.1** Hours in excess of forty (40) hours per week will be paid at the rate of time and one-half (1½) the Employees regular rate of pay. Hours worked on any day in excess of ten (10) hours will be paid at the rate of time and one-half (1½) the Employees regular rate of pay.

Hours worked on Saturday or Sunday in excess of 8 hours will be paid at the rate of time and one-half (1½) the Employees regular rate of pay, excluding work on Saturday and Sundays in excess of 8 hours when the work shift assignment is 4 days a week ten hours a day. If the Employer receives overtime compensation from the customer for work performed on Saturday or Sunday, the Employer shall pay all affected Employees the same additional rate the Employer is receiving for all hours worked on those days.

14.1.1 Holidays: The following days shall be recognized as legal holidays, and if worked, will be paid at the rate of Double Time (2T): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. If a holiday falls on Saturday, the preceding Friday will also be recognized as the legal holiday and if a holiday falls on Sunday, the following Monday will also be recognized as the legal holiday, and in either case, will be paid at Double Time (2T) the Employees regular rate of pay.

14.1.2 Martin Luther King Day and Veterans Day will be recognized as a day of observance and any Employee can take the day off without recrimination, provided that he/she provide the Employer with 24-hour advance notice.

- 14.2** On multiple shift projects, those involving two (2) shifts or more at the same site, Employees will be compensated by their applicable wage rate during their thirty (30) minute lunch period on the swing and graveyard shifts only. This clause does not apply to pre-finish shops.
- 14.3** Painters shall report to work with the usual tools of the trade, consisting of a duster, putty knives, broad knives, a hammer and nail set, 6", 8", 10" adjustable wrenches and an assortment of sizes and shapes of screwdrivers, razor blades holder, assorted pliers and grip. As a tool of the trade, all Employees shall be required to furnish and wear work boots, clean white overalls/pants, and shirts commensurate with the work being done. No tennis shoes shall be

worn on the job. Protective body coverings will be supplied by the Employer when using hazardous material. Employees shall not supply paint brushes.

- 14.4** Wallcoverers will supply Wallcoverers hand tools, consisting of: straight edge, 6" tapping knife, 16-foot metal tape measure, pencils, hanging pouch, plastic smoother, razor knife and seam roller; with the Employer supplying all other tools and equipment.
- 14.5** Employees are prohibited from reporting to job or shop more than fifteen (15) minutes before working time.
- 14.6** 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 of the Employer within working hours. All spray Painters shall have sufficient clean-up time. Employees shall be allowed five (5) minutes before lunch and at the end of a shift for personal clean-up if performing commercial work and ten (10) minutes before lunch and at the end of a shift for personal clean-up if performing industrial work.
- 14.7** Employees who report at the time they are instructed by Employers or their agent, and who are not put to work shall be paid two (2) hours pay, except where Employees are not put to work because of inclement weather, in violation of the Employers Drug and Alcohol Policy or other conditions beyond the Employer's control. All Employees, when ordered to work, must be guaranteed a minimum of two (2) hours pay, which will be compensated at the appropriate rate, including overtime if applicable.
- 14.8** When an Employee is assigned a work shift without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the applicable overtime rate until he/she shall have eight (8) hours off. The overtime premium starts at the time the Employee reports to the jobsite as requested by the Employer.

ARTICLE 15 **UNUSUAL CONDITIONS**

15.1 WAGES AND FRINGE BENEFITS ON PUBLIC WORKS CONTRACTS

- 15.1.1** The rate of pay for all classifications of work 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.
- 15.1.2** Fringe benefit payments for Employees shall be paid in accordance with the provisions set forth herein. Additional fringe benefit payments may be made to the Western Washington Pension Plan by the Employer in order to provide an equal overall rate of pay as determined under Sub-section 15.1.1. The Employer's payroll records shall contain an entry which clearly discloses such activity by each particular Employee. Furthermore, a monthly accounting report will be given to each Employee identifying such activity.
- 15.1.3** Employers found in violation of this provision of the Agreement, by either using the Davis Bacon Wage Rate or re-paint wage rate on any job and/or project other than Davis Bacon or re-paint job and/or project, shall be cause for the Union to file a grievance against the Employer with the Industry Board as provided for under this Agreement.

15.1.4 If found in violation, the Employer shall no longer be allowed to use this provision of the Agreement for the duration of the Agreement and further, the Employer shall pay the current Journeyman's wage rate under this Agreement for all compensable hours on any existing jobs he/she may be doing at the time of the violation of this Section.

ARTICLE 16
SUBSISTENCE PAY & TRAVEL TIME

- 16.1** During the lifetime of this Agreement signatory contractors will be allowed to designate their shop or the Union Hiring Hall as the base of their operations and they will state in writing to the Union whether their shop, or the Union Hiring Hall, will be used as starting point for the purpose of computing travel pay during the lifetime of this Agreement. If a contractor does not designate in writing to the Union that the Union Hiring Hall will be used as a starting point, the Contractor's shop shall be considered the starting point for the life of this Agreement.
- 16.2** In the event the Employee lives closer to the job site than the Employer's base of operations is located, the Employee's home shall be used as the starting point for the purpose of travel pay. It is agreed and understood that while traveling to and from work, the Employees are not within the course and scope of their employment and the relationship of the Employer/Employee does not commence until the hourly wages commence.
- 16.2.1** If an Employee is required by the Employer to report to the shop to drive or ride in a Company vehicle to the jobsite, travel time to the jobsite and back to the shop shall be considered "time worked" and paid per Article 14.
- 16.2.2** If an Employee is not required by the Employer, but the Employee elects to report to the shop to drive or ride in a Company vehicle as a convenience to the Employee, travel time to the jobsite and back to the shop shall be considered "commute time" and shall not be paid.
- 16.3** All tolls and ferry fees not included in an Employee's normal commute shall be reimbursed by the Employer.
- 16.4** Travel Pay: The free travel zone is seventy (70) miles from the Employer's designated starting point or the Employee's residence – whichever is closer to the jobsite. For travel from seventy-one (71) to one hundred (100) road miles, the Employer shall pay the Employee a travel reimbursement of thirty-five dollars (\$35.00). To determine road miles the Employer will use Google Maps (or equivalent) to map the shortest route. It is agreed that it shall be at the employee's option to take passengers in their private vehicle.
- 16.5** For travel greater than one hundred (100) miles or when required to stay away from home overnight, each Employee shall receive subsistence. Subsistence is limited to meals, lodging, and travel – as defined in this Article. The Employer shall reimburse the Employee fifty dollars (\$50.00) per day for meals. The Employer shall arrange and pay for suitable lodging, which shall include a bed for each Employee. Whenever possible, a double occupancy room will be utilized for lodging. Subsistence and lodging will be provided seven (7) days a week when applicable. The Employer shall pay the Employee for one (1) round trip of actual travel hours; up to a maximum of eight (8) hours per day at the Employee's straight time rate of pay. This

round trip shall repeat each time the Employee is required to return to his/her starting point by the Employer.

- 16.6** If an Employee is required to fly or take a train to a job site, all fares and expenses will be paid by the Employer.
- 16.7** Vehicle Pay: Vehicle Pay is reimbursement for miles while driving in a personal vehicle when the Employee agrees to carry materials or equipment other than miscellaneous sundries. Compensation shall be made at the current IRS published mileage rate. This rate will be adjusted each June 30th to reflect the current published IRS rate. Any dispute over mileage shall be settled by referring to Google Maps (or equivalent). Reimbursement will only occur if an Employer "Vehicle Pay Mileage Sheet" is filled out by the Employee and turned in with the Employee's weekly timecard. The Employee must provide proof of current, valid automobile insurance coverage to the Employer in order to receive Vehicle Pay.
- 16.8** The 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 Western Washington Area Agreement for the Professional Painting Industry shall use the Local Union dispatch point for purpose of travel pay. Job sites shall not be considered an Employer's shop or place of business.
- 16.9** If free parking is not available within ¼ mile of the jobsite, the Employer shall reimburse the Employee for the actual cost of parking – up to a maximum of eight dollars (\$8.00) per day – provided the following conditions are met: The Employee shall make a good faith effort to carpool with his/her coworkers and the Employee shall submit receipts weekly, preferably with his/her timecard. If the Employee fails to submit receipts weekly, the Employer shall not be obligated to reimburse any receipts more than one (1) week late.

ARTICLE 17 **WAGES & CLASSIFICATIONS**

- 17.1** All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par, by lawful currency in an envelope or by direct deposit. In either case a receipt (check stub) showing the Employee's and the Employer's names and addresses, rate of pay, dates and hours worked, both regular and overtime, travel and subsistence pay, and all deductions made and amount due will be provided to the Employee by either paper or electronic copy. No more than seven (7) calendar days' pay shall be held back. 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 IUPAT District Council 5 representative and said removed Employees shall be paid waiting time as per Section 17.5.
- 17.2** In the case of an out-of-town contractor, a reasonable time or arrangement must be allowed to secure the Employee's pay, but in such cases the waiting period shall not start until the beginning of the 2nd shift, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Union not later than 12:00 noon the following day after such wages are due and payable. Established pay day shall be recorded with the Union by all signatory members to this Agreement. Requests for additional time, or variations to this section, must be filed with the Local Union or the District Council prior to any change in the regular pay period.

17.3 It is agreed by the Union 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, except as set forth in Section 1.4 and Article 15. It is expressly bargained and understood that it will not be a violation of this Agreement and nothing shall prohibit the Employer, in its discretion, from paying wages in excess of the minimums set forth herein.

17.3.1 It is expressly bargained and understood that the Employer is entitled to pay bonuses and that it will not be a violation of this Agreement and nothing shall prohibit the Employer, in its discretion, from paying such from time to time. The payroll records shall contain an entry which clearly discloses when a particular Employee receives bonus pay. Bonus pay is not subject to any bargained contributions.

17.4 Monies earned shall be due and payable once a week on the job, at the Employer’s point of dispatch, by mail or by direct deposit to the Employee’s account at quitting time, except where additional time is requested and found to be to the mutual advantage of all parties concerned.

17.5 Employees laid off for lack of work, discharged or those who quit must be paid in full by the next regular pay period. These Employees may receive their pay at the Employer’s place of business, by direct deposit or by mail. Failure to do so, or failure to pay an Employee on the regular pay day, or payment of an Employee by NSF or otherwise non-negotiable check, shall constitute a separate and willful violation of this Agreement. If an Employee incurs NSF charges because of having received an NSF check from their Employer, the Employer will be liable for all NSF charges from the Employees bank. 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 time” including Saturdays, Sundays, or holidays, not to exceed five (5) days’ pay at time and one-half (1½) or to take any remedial steps as outlined in the Agreement. Waiting time shall be construed, for the purpose of this Section, as not more than eight (8) hours in any twenty-four (24) hour period during which an Employee has not received pay.

17.6 The refunding of wage (commonly referred to as kickbacks) to Employers or the acceptance of said refund (or kickbacks) by an Employer shall constitute a distinct and separate violation of this Agreement. This Section shall be in addition to any right accruing under State and Federal Law which makes “kickbacks” punishable by fine and imprisonment.

17.7 Total Package Increases:

17.7.1 The Total Package increases for Journeyman for the term of this Agreement are as follows:

<u>Date</u>	<u>Total Package Increase</u>	<u>Total Package</u>
09/14/20	\$2.00/hour	\$45.40
07/01/21	\$2.20/hour	\$47.60
07/01/22	\$1.50/hour	\$49.10
07/01/23	\$2.00/hour	\$51.10

17.7.2 The term “Total Package” and “Total Package increase” as used in this Agreement will include the on-the-check wages, reduction in Employee deductions as defined in Sub-section 21.2.3 and Sub-section 21.6.6 and contributions to benefit funds as defined in the following Sections: 21.2, 21.3, 21.4, 21.5, 21.6 and 21.8.

17.7.3 In the event that the Employee’s current rate of pay already exceeds the highest listed Journeyman pay rate, any increase will be at the Employers discretion. The Employee shall see no decrease in his/her current pay rate.

17.8 Foreman Pay: A premium of two dollars and fifty cents (\$2.50) per hour above his/her hourly wage rate will be paid as per Section 3.7.

17.9 Industrial Premium: A premium of one dollar (\$1.00) per hour (Level 1), or two dollars (\$2.00) per hour (Level 2) above his/her hourly wage rate will be paid as per Section 3.8.

17.10 Schedule A: Any future changes to the Schedule A will be reviewed and approved by the BM/ST of IUPAT District Council 5 and the President of WWSPE, or their designees, prior to being sent to any third-party administrators or signatory Employers.

See page 26 for Schedule A.

WESTERN WASHINGTON AREA AGREEMENT FOR THE PROFESSIONAL PAINTING INDUSTRY

SCHEDULE A

EFFECTIVE SEPTEMBER 14, 2020 THRU JUNE 30, 2021

Classification	Wage Rate	EMPLOYER CONTRIBUTIONS								EMPLOYEE DEDUCTIONS			Total Package
		H&W	IUPAT Pension	WW Pension*	Star Fund	Training Fund**	Painter Progression	WWSPE	LMCI	Organizational Fund	IUPAT Admin Dues	Dues Check-Off***	
Journey Level	\$33.15	\$6.96	\$1.62	\$2.73	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$1.23	\$45.40
Painter 2 75%	\$24.86	\$6.96	\$1.62	\$2.73	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.92	\$37.11
Painter 1 65%	\$21.55	\$6.96	\$1.62	\$2.73	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.80	\$33.80
Foreman	Add \$2.50												
Industrial Premium Level 1	Add \$1.00												
Industrial Premium Level 2	Add \$2.00	- Full CAS-2 Certification Required											
<u>Apprentices</u>													
6th Bracket - 80%	\$26.52	\$6.96	\$1.62	\$1.33	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.98	\$37.37
5th Bracket - 78%	\$25.86	\$6.96	\$1.62	\$1.29	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.96	\$36.67
4th Bracket - 76%	\$25.19	\$6.96	\$1.62	\$1.26	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.93	\$35.97
3rd Bracket - 74%	\$24.53	\$6.96	\$1.62	\$1.23	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.91	\$35.28
2nd Bracket - 72%	\$23.87	\$6.96	\$1.62	\$0.00	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.89	\$33.39
1st Bracket - 70%	\$23.21	\$6.96	\$1.62	\$0.00	\$0.10	\$0.67	\$0.03	\$0.09	\$0.05	\$0.45	\$0.05	\$0.86	\$32.73
Utility Worker	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.45	\$0.05	\$0.63	\$17.00

*WW Pension contribution for Apprentice Brackets 3 - 6 is calculated at the rate of 5% of their regular hourly wage rate (Section 21.4).

**\$0.05 per hour to International FTI, remainder to FTINW (WW Apprenticeship).

***Dues Check-off calculated on weekly gross wages including any overtime wages (Section 21.7).

ARTICLE 18
PAINTER 1 & PAINTER 2 WAGE SCALE

18.1 The Painter 1 and Painter 2 wage scales shall be based on the current Journeyman scale:

Painter 1 - 65%
Painter 2 - 75%

18.1.1 Painter 1 and Painter 2 can progress to higher levels as outlined in Section 8.6.

18.1.3 All fringe benefit rates will match the Journeyman benefit rates.

18.1.3 P-Levels as of the effective date of this agreement.

- a. All currently classified P-1 Level Painters remain at the P-1 level.
- b. All currently classified P-2 Level Painters remain at the P-2 level.
- c. All currently classified P-3 Level Painters to be “grandfathered” at the P-3 Level Painter percentage (85%) for the duration of this agreement, or until a P-3 Level Painter tests out at the Journeyman Level.

Prior Agreements had categories of Painter Levels P1 – P3. As of March 1, 2020, the parties intend to ultimately abolish the Painter Level P-3 category leaving only Painter Levels P-1 and P-2. It is recognized that Painter Level P-3 workers are present in the system and anticipated to progress to Journeyman Level. Until all such current P-3 Level Painters have progressed to Journeyman Level, the P-3 category will remain in effect and the wage rate established will not change until progressed forward in accordance with the Agreement.

ARTICLE 19
APPRENTICE WAGE SCALE

19.1 The Apprentice wage scale shall be based on the current Journeyman scale:

1 st Bracket	-	70%	4 th Bracket	-	76%
2 nd Bracket	-	72%	5 th Bracket	-	78%
3 rd Bracket	-	74%	6 th Bracket	-	80%

19.2 Each period (Bracket) of Apprenticeship is at least six months duration during which time the Apprentice must have worked a minimum of 750 hours on the job and satisfactorily completed the related school training and testing. Advancements to the next Apprenticeship period are made at the discretion of the local Joint Apprenticeship and Training Committee and the Employer, providing all of the applicable Apprenticeship standards have been met.

19.3 Payments to the Western Washington Defined Contribution Pension Plan on behalf of Apprentices shall commence upon advancement to the 3rd Bracket, at the rate of five percent (5%) of the regular hourly wage rate. All other fringe benefit rates will match the Journeyman benefit rates.

- 19.4** A graduate of the Joint Apprenticeship and Training Committee shall not suffer a reduction in wages by his/her current Employer after completing the program.

ARTICLE 20
UTILITY WORKERS

- 20.1** Utility Workers may be hired at any time of the year. However, they shall not be used to displace Journeymen or Apprentices.
- 20.2** The Employer must notify IUPAT District Council 5 Dispatch Department via email within forty-eight (48) hours of hiring any Utility Worker.
- 20.3** It is recommended that no Utility Worker shall become an Apprentice unless he or she has worked at least thirty (30) days but no more than one hundred eighty (180) days as a Utility Worker. Requests for extensions to the one hundred eighty (180) days will be reviewed on a case by case basis. The Union will not unreasonably withhold granting extensions where warranted.
- 20.4** Utility Workers need not be members of the Union. As per Section 17.10, Dues Check-off of gross wages shall apply.

ARTICLE 21
TRUST FUNDS & BENEFITS

- 21.1** All Employers are expected to remit trust fund payments promptly, as set forth in the applicable trust agreements. In the event an Employer does not file a trust fund remittance report on a timely basis, or files a remittance report without enclosing full payment, the trust fund administrator shall contact such Employers immediately to demand payment, and shall also advise the Union.
- 21.1.1** If, after an audit conducted by the trust funds, an Employer is found to owe money to the Trust; the Employer shall pay the deficiency promptly. If the Employer intends to contest the audit, he/she shall so notify (within thirty (30) days) the trust fund administrator and they shall establish an escrow account, within thirty (30) days of notice of the audit results, into which the Employer shall deposit the contested amount pending resolution of the dispute.
- 21.1.2** It is understood and agreed that notwithstanding the provisions of Section 4.3, the Union shall be permitted to remove Employees from and take other economic action against any Employer which has failed to comply with Section 21.1 by making restitution within twenty-four (24) hours after receiving notice or who has failed to either pay or deposit monies in a Trust within five (5) days after an Employer is found to owe money to the Trust after an audit. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive their regular average weekly wage, including overtime and fringes, for the period of time lost from work. The enforcement of the foregoing wage payment provision by the Union shall be subject to the grievance and arbitration provisions of this Agreement on an expedited basis.

21.1.3 Kept on Salary: If the Employer chooses the option of Kept on Salary (KOS) for any Employee that has full work restrictions as ordered by a medical doctor and confirmed by the Washington State Department of Labor and Industries as a work related injury covered under the applicable workers' compensation rules, the Employer shall continue to pay the Employee their full wage at the time of injury, the full Health and Welfare contribution rate in accordance with this Agreement and Union Dues in accordance with Article 21.7.1 of this Agreement. The Employer shall not be required to make payments to the other Trust Funds and Benefits, to include, IUPAT Pension, LMCI, Western Washington Defined Contribution Pension, Apprenticeship and Training Fund, Painter Progression, STAR Program Training Fund, and WWSPE.

21.2 HEALTH & WELFARE

21.2.1 The Employer shall continue to pay into The Employee Painters' Trust for Health & Welfare coverage in accordance with the current Schedule A per compensable hour at the bargained rate for all Journeymen, Painters and Apprentices.

21.2.2 Effective July 1, 2015 the Employer option to provide private Health & Welfare coverage to Employees performing work under the scope of this agreement is hereby cancelled and effective July 1, 2015 all Employees will be provided with Health & Welfare coverage through The Employee Painters Trust, EXCEPT, Employers currently providing private coverage to Employees will have the option, via separate MOU, to identify certain Foremen-Employees to remain under private Health & Welfare coverage

21.2.3 The Employers shall cover any Health & Welfare increases, up to the first twenty-five cents (\$0.25) per hour, each year, in years 2, 3 and 4. In the event that The Employee Painters' Trust requires any future increases in the contribution rate for any contract year amounting to more than twenty-five cents (\$0.25) per hour, the increase will be reduced from the Total Package increase for that year or from the on-the-check wage rate.

21.2.4 In the event that any State or Federal legislation has any impact on participation in The Employee Painters Trust, both sides agree that the Agreement shall be opened for the sole purpose of addressing the issue of Health & Welfare.

21.3 APPRENTICESHIP & TRAINING

21.3.1 The Employer shall continue to pay into the Western Washington Painters and Allied Trades Apprenticeship and Training Trust at the rate specified in the current Schedule A, per compensable hour for all Journeymen, Painters and Apprentices.

21.4 WESTERN WASHINGTON DEFINED CONTRIBUTION PENSION

21.4.1 The Employer shall continue to pay into the Western Washington Defined Contribution Pension Plan at the rate specified on the current Schedule A.

21.4.2 An Employee covered by this Agreement may elect to request that an Employer make elective deferral contributions to the Western Washington Painters Defined Contribution Pension Trust through a prospective reduction in such Employee's

wages. This shall be covered under a separate LOU/MOU once the Trust is set up to allow this.

21.4.3 The Employer shall continue to pay into the Western Washington Defined Contribution Pension Plan at the rate specified on the current Schedule A, plus the additional amount specified on the Trust approved form, up to the maximum amount allowable by law, for Employees who have turned in the Trust approved form. For Employees that have not filled out the Trust approved form, or for Employees who have elected to cease their additional contributions and have turned in the appropriate paperwork, the Employer shall continue to pay into the Western Washington Defined Contribution Pension Plan at the rate specified on the current Schedule A only. Contributions shall be made per compensable hour for all Journeymen, Painters and Apprentices 3rd Bracket or higher. The contribution rate for Apprentices 3rd Bracket or higher will be at the rate of five percent (5%) of the regular hourly wage rate.

21.4.4 Upon any annual anniversary date, the Union shall have complete discretion to apply up to fifty percent (50%) of an annual Total Package increase towards the Western Washington Defined Contribution Pension Plan, in addition to the Employer contribution.

21.5 LMCI

21.5.1 The Employer shall continue to pay into the LMCI Trust Fund at the rate specified in the current Schedule A, per compensable hour for all Journeymen, Painters and Apprentices on a monthly basis.

21.6 IUPAT PENSION

21.6.1 The Employer agrees to make payments to the IUPAT Union Industry Pension Fund for all Journeymen, Painters and Apprentices covered by this Agreement, as follows:

- a. For each hour or portion thereof for which an Employee receives pay, the Employer shall make a contribution at the current Schedule A rate to be allocated to the IUPAT Union and Industry Pension Plan.
- b. 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; with the exception of hours covered under Article 21.1.3.
- c. Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. However, no contributions shall be made on behalf of Utility Workers.
- d. The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be

bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he/she had actually signed the same.

- 21.6.2** The Employer hereby irrevocably designates as its representative 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. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
- 21.6.3** 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.
- 21.6.4** If an Employer fails to make contributions to the Pension Fund 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 provisions 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 subject to or covered by any grievance or arbitration procedures or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
- 21.6.5** The pension plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Codes so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.
- 21.6.6** IUPAT PENSION FUNDING IMPROVEMENT PLAN: In the event that any future increases are required, as determined by the Trustees of the Pension Fund for a Pension Improvement Plan, during the term of this Agreement such increases will be reduced from the Total Package increase for that year or from the on-the-check wage rate.
- 21.6.7** Effective July 1, 2021, the IUPAT Pension contribution rate shall increase by eighty-one cents (\$0.81) per hour to two dollars and forty-three cents (\$2.43) per hour. The eighty-one cents shall come from the Total Package increase of two dollars and twenty cents (\$2.20) in Year Two (2), which will leave one dollar and thirty-nine cents (\$1.39) for the members to allocate in Year Two (2).

21.7 UNION DUES

- 21.7.1** All Employers signatory to the Western Washington Area Agreement for the Professional Painting Industry agree to administrative dues, commonly known as Dues Check-off, adopted by the Western Washington Area Local Unions. Dues Check-off is calculated based on weekly gross wages including overtime wages. The Employer further agrees to, on or before the last day of each month, on uniform reporting forms furnished by the distribution agency, remit the working dues established by the Union per compensable hour (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction) for all Employees, to the

central distribution point. The obligation to the Employer shall apply only as to Employees who have voluntarily signed a valid Dues Deduction Authorization Card to be furnished by IUPAT District Council 5. On or before the 15th of each month, the Employer will submit a Dues Deduction Authorization Card, together with the number of hours worked by each such Employee during the month previous.

SAMPLE AUTHORIZATION CARD

I hereby authorize and direct my present employer and any other employer by whom I may be employed (if such employer has a labor agreement with IUPAT District Council 5) to deduct the working dues established by the Union per compensable hour (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction), from my wages and promptly transmit such monies to IUPAT District Council 5. This authorization shall be in effect for the term of the current labor agreement or for one year, whichever is the earliest and shall automatically renew itself for successive one year periods, unless rescinded by written notice given to IUPAT District Council 5 within the 60 day period preceding the automatic renewal of the authorization.

In case more authorization cards are needed, call (206) 441-5554.

_____ *Date*

_____ *Signature*

21.7.2 Employers will collect and submit to the Union Dues Check-off plus any and all dues, fees, withholdings, or assessments approved by the Union as a wage deduction.

21.8 WWSPE

21.8.1 The Employer shall continue to pay at the current Schedule A rate per compensable hour worked by each Employee to the WWSPE Fund, except for Utility Workers.

21.9 STAR PROGRAM

21.9.1 The Employer shall continue to pay into the Western Washington Painters STAR Program Training Fund at the rate specified in the current Schedule A, per compensable hour for all Journeymen, Painters and Apprentices, as set forth by the Western Washington Painters Joint Apprenticeship and Training Committee.

ARTICLE 22
PERSONAL REAL ESTATE PROVISION

22.1 Real estate owned by the individual signing this Agreement shall be excluded from the scope of the Agreement. The Employer will maintain a record of all such work performed and all benefits on hours worked.

ARTICLE 23
LABOR MANAGEMENT COMMITTEE

- 23.1** The purpose of the Committee shall be to enhance industry competitiveness. The Committee shall review reports of hours worked, current economic conditions, increases or decreases of membership, job opportunities and other available information pursuant to industry competitiveness. To advise Management and Labor of suggested contract or practice changes, better training, or promotion of Union painting business opportunities and to generally and actively promote Labor/Management cooperation while seeking to enact such competitive advantages.
- 23.2** The Committee shall meet no less than every six months.

ARTICLE 24
SAVING CLAUSE

- 24.1** Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of an agency or a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such parts of provisions affected. If such negotiations do not result in an agreed substitute clause, the matter shall be referred to the impartial umpire for final decision which shall be binding upon all parties to this Agreement. The remaining parts or provisions shall remain in full force and effect.
- 24.2** This Agreement is not intended to and shall not be construed to permit acts which violate any Federal or State law. This Agreement is not intended to, nor shall it be construed as creating, recognizing, or imposing, on the Union or the Employer any common law duties.
- 24.3** This Agreement may be executed in multiple counterparts, all such counterparts shall constitute, when taken together, one and the same instrument as if all signatories were contained in the original.

ARTICLE 25
DURATION OF AGREEMENT

25.1 This Agreement shall remain in full force and effect until February 29, 2024 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 ninety (90) days prior to February 29, 2024, 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 February 29, 2024. Unless notice is received within the sixty (60) to ninety (90) daytime period provided herein, such notice shall be wholly ineffective.

The Union and the Employer agree to strictly adhere to and comply with all the terms of this Agreement including attachments or Memorandums of Understanding for the betterment of the Painting Industry.

**Attachment 1
Referral Check-off Sheet**

As per Article 8.5 of the Western Washington Area Agreement for the Professional Painting Industry, all Employees dispatched by the Union will have a Social Security Number, proper identification to comply with Form I-9 Employment Eligibility Verification or the equivalent, tools of the trade, documentation of applicable training and any training/certification imposed by State or Federal agencies and have all safety cards covered by this Agreement.

Name of person being dispatched: _____
PLEASE PRINT

Does he/she have the following:

	YES	NO	NOTES (Classes scheduled, alternative schools, etc.)
1. Government Photo ID	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Social Security Number	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. First Aid / CPR card	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Fall Protection Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Aerial Boom & Scissor CERT	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. OSHA 30 card	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Tools of the Trade (Painters: duster, putty knives, broad knives, a hammer and nail set, 6", 8", 10" adjustable wrenches and an assortment of sizes and shapes of screwdrivers, razor blade holder, assorted pliers and grip.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Painter's Whites	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Work Boots	<input type="checkbox"/>	<input type="checkbox"/>	_____

Employers shall supply, at no cost to the employee, any tools not covered in Section 14.3 of the Collective Bargaining Agreement. Non "hand tools" may be "checked out", to be returned upon termination of employment. All safety equipment shall be supplied by the Employer at no cost to the employee, per State and Federal law.

I acknowledge that I possess the above-mentioned items to gain employment or to remain employed. I understand that by not having those items that the employer may return me to the Union Hall or terminate my employment.

Signed: _____ Date: _____

Dispatched by: _____ Date: _____

IUPAT District Council 5
6770 East Marginal Way S
Building E, Suite 321
Seattle, Washington 98108
206-441-5554
September 2020

opeiu#8/afl-cio