

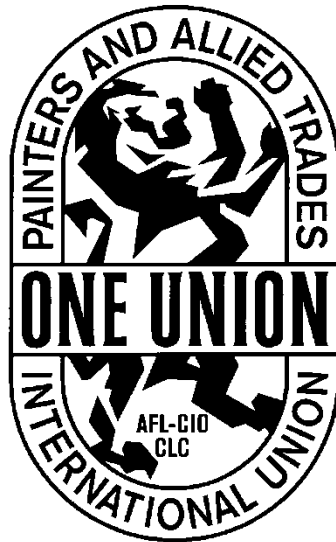
**WESTERN WASHINGTON AREA AGREEMENT FOR
THE RESIDENTIAL PAINTING INDUSTRY**

between

IUPAT DISTRICT COUNCIL 5

and

WESTERN WASHINGTON SIGNATORY PAINTING EMPLOYERS



July 1, 2020 – June 30, 2024

Table of Contents

	Page
Article 1	Preamble & Purpose 1
Article 2	Scope of Agreement..... 2
Article 3	Definitions..... 3
Article 4	Rights of the Parties 4
Article 5	Protection of Rights..... 7
Article 6	Union Rights & Responsibilities..... 9
Article 7	Employer Responsibilities 9
Article 8	Training, Safety & Continuing Education 11
Article 9	Grievance Procedures 12
Article 10	Trusts 13
Article 11	Employment of Employees..... 15
Article 12	Painter Apprentices 15
Article 13	Stewards 15
Article 14	Hours of Work & Work Rules 16
Article 15	Unusual Conditions..... 17
Article 16	Subsistence Pay & Travel Time 18
Article 17	Wages & Classifications..... 19
Article 18	Residential Applicator and Helper Scale..... 21
Article 19	Trust Funds And Benefits..... 22
Article 20	Western Washington Defined Contribution Pension..... 24
Article 21	Saving Clause..... 24
Article 22	Duration of Agreement..... 26

WESTERN WASHINGTON AREA AGREEMENT FOR THE RESIDENTIAL PAINTING INDUSTRY

July 1, 2020 - June 30, 2024

ARTICLE 1 PREAMBLE AND PURPOSE

- 1.1** This is a collective bargaining agreement between the International Union of Painters and Allied Trades District Council #5, also referred to as the Union and the Western Washington Signatory Painting Employers (WWSPE), 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, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of residential 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) days.
- 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, and to be bound to the Area Collective Bargaining Agreement for Residential 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 Employees’ “home” fund. The difference in total package shall go on check.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1** Painting, as that term is used in this Agreement, includes but is not limited to the following: All painting, coating, caulking, lining, decorating, fabric-panel systems, wall covering, including the hanging of vinyl's, canvas, tacking on of muslin and all material of whatever kind or quality applied to walls, floors, or ceilings by any method of attachment. Spackling of all surfaces and application of texture finishes where adhesive materials are used, radiant heat fill, and all preparatory work of spotting, pointing, taping, finishing and sanding of joints and surfaces, fireproof coatings, fiberglass coatings, exterior insulated wall systems, hardwood, pre-finished doors, cabinets, sash, trim and furniture finishing, waxing, oiling, staining, application of hot and cold enamels, waterproofing, protective coatings, polyester, polyurethane, epoxy, resin and acrylic coatings. The application of all paints, pigments, extenders, metal primers, metal pigments, binders, thinners, dryers, sealers, water colors, acoustical wall panels; i.e., stretch panels, etc., cathodic coatings, elastomeric roof coatings, liners, PVC liners, acid staining, epoxy coatings, and any other treatment/coating applied to any surface including floors. As applied by any method. The preparation of interior and exterior surfaces with liquid steam, sandblast, waterblast, shotblast, or any other blast system or process including sandblast pot tending and preparation for metalizing and metalizing. Painting work also includes the handling and all preparatory work incidental to painting, coating, wall covering; removal, encapsulation, enclosure or any other activity pursuant to lead, chromium, zinc or other surface coating or contaminated surface abatement, painting, wall covering, building of any structures or enclosures for both negative and positive pressure chambers pursuant to lead abatement, or any other substrate cleaning process, and all other work which is usually executed by Painters, Decorators, Wall Coverers, and Hardwood Finishers, and the operation and care on the job site, of all tools and equipment used by all trades coming under the jurisdiction of the International Union of Painters and Allied Trades (IUPAT) including brushes, rollers, spray painting equipment, caulking guns, trowels, mops, squeegees or other miscellaneous hand and power-driven tools including sandblasting equipment, ladders, scaffolding and other rigging including but not limited to such equipment as mechanized or mobilized scaffolding which may be operated by Painters and the job site operation and maintenance of all types of compressors.
- 2.2** Painting work also includes work, materials, equipment, or processes which are substituted for the matters covered in Section 2.1 of this Article.
- 2.3** This Agreement applies to painting to be done at the site of construction alteration, painting or repair of a residential building, residential maintenance, or other residential work and include any in shop work that would be installed, re-coated or touched-up for any residential job mentioned above. 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 Residential Journeyman, Applicator, and Residential Helper. Work outside the scope of this Agreement is not covered by this Agreement.
- 2.4** When an Employer desires to re-assign or employ Employees to perform work outside the scope of this Article in this Agreement, 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.

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 (1) of the NLRA, acting as agent of the Employer, directly or indirectly.
- 3.2** The term “Residential Journeyman” as used in this Agreement means persons qualified in the industry who have completed an apprenticeship program for the painting industry and/or has proven his/her proficiency as a mechanic to perform the duties pertaining to the Residential Painting and Decorating Industry as an Employee, and who has been in the trade for three (3) years or more, and who does not otherwise perform work under the scope of this agreement as a Contractor. A Residential Journeyman performs application and preparatory work.
- 3.3** The term “Residential Helper” as used in this Agreement means persons who are learning the Painting and Decorating trade and assists the Residential Journeyman and/or Painter. A Residential Helper performs preparatory work, protection and care of job site, materials, and equipment. A Residential Helper will not perform application of coatings and/or product until they have reached the Applicator classification. No one shall be classified as a residential helper for more than 1000 hours.
- 3.4** The term Residential Applicator as used in this agreement means persons have been in the trade for a sufficient time and are able to perform application of coatings and/or product under the general supervision of a Residential Journeyman.
- 3.5** The term Summer Helpers as used in this agreement are employee that may begin work May 15th and end working no later than September 30th of each year. The employer shall notify the union of Summer Helpers within five (5) business day of hire. Summer Helpers only contribution or benefit shall be to “dues check off” and they shall not be required to join the Union. Summer Helpers shall not be limited to 1000 hours
- 3.6** The term “Employee” as used in this Agreement means persons referred to as Residential Journeyman, Residential Helper and Painter.
- 3.7** The term “Residential Painting” as used in this Agreement shall mean the application of coatings that are in the painting specifications for that residential project.
- 3.8** The term “Residential Structure” as used in this Agreement shall mean any new or existing residential project, any single family home, and/or any multiple family residences of Ten (10) stories or less, unless it is an AFL-CIO pension funded project. On mixed-use projects, a combination of commercial and residential, the conditions of this Agreement shall apply to commercial new construction with a square footage of 1200 sq ft or less and the residential portion of that structure is greater in square footage than is the commercial portion and does not exceed Ten (10) stories, or if it is a non-AFL-CIO pension funded project.

- 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 and have already signed the Western Washington Area Agreement for the Professional Painting Industry.

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 By-Laws, 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 for Residential Painting 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.
- 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 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 District Council 5 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 of this Agreement.
- 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 Sub-article 4.2, but instead defines only that subset of terminations of an Employee invoking these “Top Workplace Performance” provisions under this Sub-article 4.7 in this agreement.

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 of a work assignment or direction).
- 4.8.2.3 Theft or 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 constructed 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 and unless as identified otherwise in Article 5.1.1.

5.1.1 However, the parties agree that the Employer may subcontract certain specialty-only work to non-signatory subcontractors or subcontractor's signatory to another union. For the purpose of this Section specialty-only will be defined as wall coverings, radiant heat fill, fireproof coatings, fiberglass coatings, exterior insulated wall systems, acoustical wall panels, stretch panels, cathodic coatings, elastomeric roof coatings and sand-blasting. Both parties agree there is a need to be more flexible regarding 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 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 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 Article 2, Sections 2.1 and 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. It is understood and agreed that asbestos removal work is excluded from the scope of but may be performed by Employees otherwise working under this Agreement. The Employer shall not directly or indirectly perform, undertake, accomplish or attempt or indirectly to perform, undertake or accomplish any painting work, as defined in Article 2, Sections 2.1 and 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 management 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. 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 procedure under Article 9 shall apply. In the event the Union takes economic action pursuant to this section the Employer shall be liable for up to two days lost wages and trust payments on wages sustained by the Employer's Employees.

- 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 AND 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 Residential helpers.
- 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 and such notice shall constitute a request to the Employer to discharge said individual Employee within 48 hours (Saturday, Sundays and holidays excluded).
- 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 fringe benefits as specified in the Agreement. Before dispatching workers to any general or building contractor, the Union will, whenever possible, give at least 48 hours prior notice to WWSPE so that they may have an opportunity to contact such contractor concerning the possibility of contracting for the work to be done.
- 7.1.3 The following information shall be required when an agreement is signed: 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 the 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.
- 7.1.5** The Employer signatory to this Agreement agrees to be signatory to the Western Washington Area Agreement for the Professional Painting Industry.
- 7.2** The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ, 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 of this Section 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 effected 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 Employee 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 reasonable numbers of toilets and urinals; fresh drinking water will be available to Employees; furnish all protective clothing and required at the job site excepting Section 14.3.

ARTICLE 8 TRAINING, SAFETY AND CONTINUING EDUCATION

- 8.1** The Employer agrees that no Employee will be allowed to use any poisonous materials hazardous to the health such as wood alcohol, coal tar products, benzol varnish remover, toxic materials and paint with heavy lead content or to perform the sanding of other dangerous materials, unless they are protected by industry standard devices and methods used for health protection.
- 8.2** Every reasonable device and method shall be adopted to minimize the danger and hazard involved in all work, and all appropriate regulations of State and Municipal Departments, Commissions and Health Officers, 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 first aid/CPR card and regulations as stated in Sections 8.3 and 8.5.
- 8.5** All Employees will have a first aid/CPR card, social security number, proper ID to comply with Form I-9 Employment Eligibility Verification.

- 8.6** Training will include First Aid/CPR and the ability to utilize online LMS training including OSHA 30. The Joint Apprenticeship and Training Committee has the right to approve additional training as deemed appropriate to the signatory residential Employees.

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 pay-day 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 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.

9.7 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 45 calendar days after the hearing.

ARTICLE 10 TRUSTS

10.1 Each Employer signatory to this Agreement is required to make reports to the Trusts (see Article 19) and remit 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 10.4 and 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 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 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 Section 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.

**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** When an Employer desires to hire Residential Journeymen, Applicators or Helpers, a request shall be made to the Union for a list of any available candidates and/or the Employer can hire from any source. The Employer will report the name, address and social security number of any Employee hired, by either means, to the Union within twenty-four (24) hours after the Employee begins work (Saturday, Sunday and holidays excluded).

**ARTICLE 12
RESIDENTIAL HELPERS**

- 12.1** Each Employer may utilize any labor mix in order to remain competitive in the residential market. This shall not limit the obligation of the Employer to train Residential, Applicators and Helpers nor shall it be construed to replace Residential Journeyman.
- 12.2** Residential Helpers shall be limited to the following work: assist the Residential Journeyman, and/or Applicator ~~and/or Painter~~, with preparatory work; protection and care of job site, materials, and equipment. A Residential Helper will not perform application of coatings and/or product.
- 12.3** Residential Applicators shall be allowed to perform application of coatings and/or product under the general supervision of a Residential Journeyman.
- 12.4** Residential Applicators and/or Helpers sent to jobs shall be accompanied by a Residential Journeyman ~~and/or Painter~~.
- 12.5** Residential Applicators and Helpers shall advance to the next bracket upon working one thousand (1,000) hours with an Employer. These hours may be continuous or accumulative (See Section 18.2).

**ARTICLE 13
STEWARDS**

- 13.1** The Business Manager of the District Council, or his/her designee, shall have the authority to appoint all Shop Stewards and Job Stewards. The Business Manager, or his/her designee, also has the authority to remove a Steward. The Union shall notify the Employer in writing of the appointment and removal of its Stewards. Stewards shall be appointed from the present work crew of the Employer.

- 13.2** Stewards' duties are to check all working cards of foreman, workers and helpers and to check dispatches of newly hired workers, and to report the same by use of the Stewards Report to the Business Representative of the District Council in the area the work is being performed. The Steward, as a working Residential 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 workers.
- 13.5** After checking with the Employer, authorized representatives of 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 District Council #5 representative to interfere with or slow down any work operations.

ARTICLE 14 HOURS OF WORK AND 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 Veteran's 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** Residential Journeymen and Residential Helpers 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** Wall coverers will supply straight edge and the usual Wall Coverer's hand tools, with the contractors supplying all the 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 minutes before lunch and at the end of a shift for personal clean-up.
- 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. However, if the job site is located outside the free travel zone (reference Section 16.4) all Employees shall receive four (4) hours of show-up pay.
- 14.8** No contractor shall be dispatched as an Employee until surrendering their credentials and bond.
- 14.9** If any Employee shall knowingly work for an Employer who does not pay fringe benefits, the Union shall take disciplinary action against the Employee.
- 14.10** All Employees shall be entitled to meal and rest periods as defined by the Washington State Administrative Codes (WAC).

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.

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, or by failing to report the job and/or project to the Union, shall be cause for the Union to file a grievance against the Employer with the Industry Board as provided for under this Agreement.

ARTICLE 16 SUBSISTENCE PAY AND 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 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** 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 Residential 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.

ARTICLE 17 WAGES AND CLASSIFICATIONS

- 17.1** All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par, 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. No more than seven (7) calendar days pay shall be held back. The said payments shall conform with all provisions pertaining to the payment of Employees as required in this Agreement and Federal and State laws. Violation of this clause shall be deemed sufficient reason for removal of Employees by a Local Union and/or District Council representative and said removed Employees shall be paid waiting time as per Section 17.6 of this article.
- 17.2** In the case of an out-of-town contractor, a reasonable time or arrangement must be allowed to secure the Employee's pay, but in such cases the waiting period shall not start until the beginning of the 2nd shift, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Local Union not later than 12:00 noon the following day after such wages are due and payable. Established pay day shall be recorded with the Union by all signatory members to 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 Article 1, Section 1.5, Article 15. It is expressly bargained and understood that it shall not be a violation of this Agreement for the Employer to pay wages in excess of the minimums contained 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 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 SCHEDULE "A" – HOURLY RATES FOR CLASSIFICATIONS UNDER THIS CONTRACT

EFFECTIVE July 1, 2020

Residential Journeyman

Wage Rate	\$21.55
Health & Welfare	\$4.20
H&W Tax Def. Ded.	(\$0.50)
LMCI	\$0.00
Training Fund	\$0.05
WW Pension	\$0.90
WWSPE	<u>\$0.03</u>
Total Package	\$26.73

Residential Helper Wage Scale

1st Bracket \$11.75 70%

Residential Applicator Wage Scale

2 nd Bracket 74%	5 th Bracket 86%
3 rd Bracket 78%	6 th Bracket 90%
4 th Bracket 82%	7 th Bracket-94%

The following fringes are to be added to all Residential Applicators and Helper wages:

LMCI	\$0.00
Training Fund	\$0.05
WW Pension (starting at 5 th bracket)	\$0.70
WWSPE	\$0.03

17.8 Pay Increases.

17.8.1 A fifty cent (\$0.50) pay increase for Residential Journeyman wages will occur on July 1, 2020. A fifty cent (\$0.50) pay increase for Residential Journeyman wages will occur on July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024. The appropriate percentage pay increase for each bracket of Residential Applicator and Helper will occur on July 1, 2020, July 1, 2021, July 2022, July 1, 2023, and July 1, 2024

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

17.8.3 In the event that the Painters Health and Welfare Trust requires an increase in the contribution rate for any contract year, each Employer will make the pre-tax deduction for each Employee.

17.9 ONGOING TRAINING. All Residential Journeymen, Applicators and Helpers must remain current during the life of the Agreement with the following training requirements: First Aid/CPR.

ARTICLE 18 RESIDENTIAL APPLICATOR AND HELPER SCALE

18.1 The Residential Helper wage scale shall be as follows:

Helpers

1st Bracket \$15.08

Applicators

2 nd Bracket \$15.95	5 th Bracket \$18.53
3 rd Bracket \$16.81	6 th Bracket \$19.39
4 th Bracket \$17.67	7 th Bracket \$20.26

- 18.2** Each period (Bracket) of Residential Applicator or Helper is at a duration of 1,000 on the job hours, either consecutive or accumulative. Upon reaching each 1,000 hour mark the Employer will provide the Employee with a written review and may decide based on that review to delay the Employees raise. In the event that the Employer decides it is necessary to delay the Employee's raise the Employer will provide in the written review a date, not to exceed 90 days, when the Employee will be reviewed again and the necessary steps the Employee should take to allow them to receive the scheduled increase. The Employer also agrees to provide a copy of all reviews that result in an Employee's wage increases being delayed to the Union. Both parties agree that a decision to delay a raise may be grieved per Article 9 of this Agreement if the Employee and/or the Union so chooses.
- 18.3** Payments of Western Washington Pension coverage on behalf of Residential Applicators shall commence upon advancement to the 5th Bracket.

ARTICLE 19

TRUST FUNDS AND BENEFITS

- 19.1** 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.
- 19.1.1** 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 shall so notify (within 30 days) the trust fund administrator and they shall establish an escrow account, within 30 days of notice of the audit results, into which the Employer shall deposit the contested amount pending resolution of the dispute.
- 19.1.2** It is understood and agreed that notwithstanding the provisions of Article 4.3, the Union shall have the right to remove Employees from and take other economic action against any Employer which has failed to comply with Article 20.1 by making restitution within 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.
- 19.2** Each signatory Employer shall provide Health & Welfare coverage through The Employee Painters' Trust and shall make contributions to that Trust at the bargained rate per the schedule "A" per compensable hour. The Employers shall cover any Health & Welfare increases, up

to the first fifteen cents (\$0.15) per year. In the event that the Employee Painters' Trust requires any future increases in the contribution rate for any contract year amounting to more than fifteen cents (\$0.15), the increase will be reduced from the Total Package increase for that year of from the on the check wage rate.

19.2.1 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.

19.2.2 Health and Welfare shall be paid on all Journey workers.

19.3 The Employer shall pay into the Western Washington Painters and Allied Trades Apprenticeship and Training Trust five cents (\$0.05) per compensable hour for all Residential Journey-men, Applicators and Residential Helpers.

19.4 The Employer shall continue to pay into the Western Washington Pension Plan \$0.60 per compensable hour for Residential Journeyman and Residential Applicators starting at 5th bracket.

19.4.1 The Union shall have complete discretion to apply any portion of a wage increase towards the Western Washington Pension Plan in addition to the Employer contribution defined in Article 17.8 and 19.4. Any increase will be done as a wage deduction.

19.5 All Employers signatory to the Western Washington Area Agreement for the Painting Industry agree to administrative dues, commonly known as dues check-off adopted by the Western Washington Area Local Unions. The Employer further agrees that on or before the last day of each month, on uniform reporting forms furnished by the distribution agency, to 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) on all Employees to designated central distribution point or such other place as may be designated. 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 the 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 I.U.P.A.T. 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 I.U.P.A.T. 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 I.U.P.A.T. 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

- 19.6** The Employer shall pay three cents (\$0.03) per compensable hour worked by each Employee to the WWSPE Fund.
- 19.7** 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.
- 19.8** 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 and WWSPE.

ARTICLE 20

WESTERN WASHINGTON DEFINED CONTRIBUTION PENSION

- 20.1** Any Employee covered by the Agreement may elect to request that any 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.
- 20.2** 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 allowable by law, for Employers who have turned in the Trust approval form. For Employers that have no filled out the Trust approval 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 on Contributions shall be made per compensable hour for all Residential Journey workers.

ARTICLE 21

SAVING CLAUSE

- 21.1** 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.

- 21.2** 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.
- 21.3** 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

ARTICLE 22
DURATION OF AGREEMENT

22.1 This Agreement shall remain in full force and effect until June 30, 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 60 days, but not more than 90 days prior to June 30, 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 June 30, 2024. Unless notice is received within the 60 to 90-day time 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 any attachments or Memorandums of Understanding for the betterment of the Painting Industry.

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

**WESTERN WASHINGTON SIGNATORY
PAINTING EMPLOYERS:**

IUPAT DISTRICT COUNCIL #5:

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

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

opeiu#8/afl-cio