

**SOUTHERN IDAHO AREA MASTER DRYWALL FINISHING  
AGREEMENT**

**BETWEEN**

**WESTERN PARTITIONS INC. (WPI)**

**AND THE**

**IUPAT DISTRICT COUNCIL #5 PAINTERS LOCAL #77**

**UPON EXECUTION DATE OF SIGNATURE, THROUGH MAY 31, 2025**

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## PREAMBLE

This successor Principal Agreement shall be effective commencing from date of contract signing, and shall continue in force and effect through May 31, 2025, by and between Western Partitions Inc. (WPI), hereinafter referred to as "EMPLOYER", and the IUPAT DISTRICT COUNCIL #5 PAINTERS LOCAL #77, hereinafter referred to as "UNION" and acting as the bargaining agent for the Local Unions and Councils who have assigned their bargaining rights. The Employer and Union have entered into the following Agreement and those specific Supplemental Agreements that have been executed by the Employer for the purpose of promoting and improving the relations between the Employer, its employees, and the Union, establishing a formal understanding relative to all conditions of employment and providing the means for the amicable and equitable adjustment of grievances which may arise.

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union shall be bound as follows:

## ARTICLE I PURPOSES

1.1 The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in Building Construction work in the area affected by this Agreement, to prevent avoidable delays and expense, generally to encourage a spirit of helpful cooperation between the Employer and the Employee Groups to their mutual advantage.

1.2 The person signing this Agreement on behalf of each Employer warrants and guarantees their authority to act for and bind such Employer. Each person signing this Agreement on behalf of the Union warrants and guarantees their authority to act for, bind, and collectively bargain for and on behalf of the Union.

## ARTICLE 2 PARTIES

2.1 This Agreement shall apply to all Building Construction (except residential construction) coming within the recognized jurisdiction of the IUPAT DISTRICT COUNCIL #5 PAINTERS LOCAL #77, and the signatory Local Unions, and individual members thereof, except that it shall not apply to Superintendents, Master Mechanics, Civil Engineers, Timekeepers, Messengers, Guards, Confidential Employees, Clerks or other office employees.

2.2 The Union is recognized as the sole bargaining agent for employees covered by this Agreement.

## ARTICLE 3 MANAGEMENT'S RIGHTS

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff, or discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

**ARTICLE 4  
NO STRIKES - NO LOCKOUT**

4.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the full utilization of the grievance procedure set up in Article 13, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

4.2 Failure of an Employer to pay wage, travel, or other negotiated fringe payments as outlined in this Agreement is a violation of this Agreement and not subject to grievance procedure as outlined in Article 13. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union may take economic action against such Employer to collect such monies owed, including attorney fees, liquidated damages, and audit fees.

**ARTICLE 5  
TERRITORY COVERED**

5.1 This Agreement shall cover all Building Construction work in all the areas lying within the boundaries within the following counties in the state of Idaho including Ada, Adams, Bannock, Bear Lake, Bingham, Blaine, Boise, Bonneville, Butte, Camas, Canyon, Caribou, Cassia, Clark, Custer, Franklin, Elmore, Fremont, Gem, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Owyhee, Payette, Power, Teton, Twin Falls, Valley, Washington, and all areas in Idaho and any other territory granted to IUPAT DISTRICT COUNCIL #5 PAINTERS LOCAL #77 by the Executive Board of the International Union of Painters and Allied Trades. And will be bound by the Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon and Idaho when working in those areas.

All areas encompassed by the Idaho Nuclear Laboratory (I.N.L.) are excluded.

**ARTICLE 6  
UNION SECURITY**

6.1 All employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in Article 2 shall, as a condition of employment, become members of the appropriate Local Union within eight (8) days following the date of their employment, and shall remain Members in good standing during the term of this Agreement. "Good standing" for the purpose of this Agreement is interpreted to mean all employees shall maintain their Membership with the current month's dues paid in their Local Union. When an employee fails to tender to an authorized agent of the Union such initiation fees or periodic union dues as are required for good standing membership, the Employer will, upon written request from the Union, dismiss the employee at the close of the shift.

6.2 Union Security shall not be applicable on work within the state of Idaho until the repeal or modification of the Idaho Right-to-Work law enabling the legal implementation of the clause, at which time the clause shall automatically become applicable to work performed within the state of Idaho.

**ARTICLE 7  
SUBCONTRACTING**

7.1 If a contractor bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, or repair of a building, structure, or other work to any person or proprietor who is not a signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement, such contractor shall maintain daily records of the subcontractors' employees' job site hours, and be liable for the payment of these employees' wages, travel, Health & Security, Retirement, Credit Union, and Apprenticeship and Training contributions (or differential) in

accordance with this Agreement.

7.2 In the areas of drywall finishing, or other recognized crafts associated with IUPAT DISTRICT COUNCIL #5 PAINTERS LOCAL #77, if the Employer is unable to find qualified competitive Union subcontractors, Article 7 will be waived by mutual agreement after review of the bids by the Union.

7.3 It is understood that this Article applies only to work jurisdiction claimed by the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES.

## ARTICLE 8 HOURS OF WORK - SHIFTS - OVERTIME

8.1 The workweek will start with the first shift on Monday and conclude with the third shift on Friday. Eight (8) hours per day shall constitute a standard workday between the hours of 6:00 a.m. and 6:00 p.m. with a one-half (½) hour unpaid lunch period. Hours of work may be changed by the Employer with twenty-four (24) hours prior notification to the Union. Forty (40) hours per week, Monday through Friday, shall constitute a regular workweek.

8.2 Employees will be at their place of work, ready for work, at the start of the shift. The place of work shall be defined as the gang or toolbox or equipment at the employee's assigned work location. Dry and/or lunch shacks and/or check-in locations shall be placed as near the gang box or work location as possible. Crews on shift will be given adequate time to gather up their tools before quitting time. Employees being terminated or laid off shall be given adequate time to collect tools and belongings prior to the end of the shift. On jobs where the Employer or owner prohibits private vehicles beyond a designated area, the Employer will furnish transport or permit the employees sufficient time to walk to the parking lot by quitting time.

8.3 Work performed in excess of eight (8) hours per day Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed on Sundays and Holidays shall be paid at double (2) the straight time rate of pay. In no case shall overtime pay exceed double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees with consideration of retention of the Job Steward (See Article 12).

8.4 Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

8.4.1 **Two Daylight Shift Operations:** On a two consecutive shift operation, no shift differential is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two-shift operation, the second shift shall be established for a minimum of three (3) days. Once the starting times are established for the two-shift operation, they shall not be changed except upon three (3) days' notice to the Union.

8.4.2 **Three Shift Operation:** On a three-shift operation, the following shall apply:

**FIRST SHIFT:** The regular hours of work on the first shift of multiple shift operations shall be eight (8) hours of continuous employment except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

**SECOND SHIFT:** The second shift shall be seven and one-half (7 ½) hours of continuous employment except for lunch period at midshift and shall be paid for eight (8) hours at the straight-time hourly rate.

**THIRD SHIFT:** The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at midshift, between the hours of 12:30 a.m. and 8:00 a.m., and shall be paid for eight (8) hours at the straight-time hourly rate.

#### 8.4.3 **SPECIAL SHIFTS:**

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight-time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

If employees are called back to the job without receiving an eight (8) hour break between shifts, they shall continue at the applicable overtime rate.

#### 8.5 **Option for 4-Ten Hour Shift:**

The Employer may, at their option, establish a first and/or second shift consisting of ten (10) hours of work, exclusive of a one-half (½) hour non-paid lunch period per day, that shall constitute a normal forty (40) hour work week, provided that it does not conflict with Federal, State or local regulations or laws. The Employer can change from a 5-eight to a 4-ten-hour schedule or back to the other, subject to the limitations that it will give the Union at least seven (7) calendar days' notice of such change and maintain such shift for a minimum of one (1) workweek. All hours of work on these shifts shall be paid for at the basic straight time hourly wage and fringe rate, overtime will apply after ten (10) hours. No ten-hour second shift may be established without a preceding ten-hour first shift. (Also see Article 16)

8.5.1 In the event the job is down for any reason beyond the Employer's control, including holidays as defined by Article 10, then Friday may, at the option of the Employer, be worked as a voluntary make-up (no employee shall be terminated for refusal to work a make-up day).

#### 8.6 **Weekend Shutdowns:**

Where the work is started and completed within a period between 12:00 p.m. Friday night and 8:00 a.m. the following Monday morning, all work will be performed at the time and one-half (1½) the applicable rate.

8.7 On a project working a makeup day, if one (1) Drywall Finisher is paid overtime, all affected Drywall Finishers will be paid the applicable overtime rate.

## **ARTICLE 9 LUNCH**

9.1 Employees shall not be required to work more than five (5) hours from the start of their shift without a one-half (½) hour (nor more than one <1> hour) break for lunch. This period shall not begin earlier than three and one-half (3 ½) hours after the start of the shift and shall not begin later than five (5) hours after the start of the shift. If they are required to work past this time and they are denied time to eat, they shall be paid at the applicable overtime rate until such time as they are allowed to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (½) hour of overtime. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed to at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer.

9.2 Employee's lunch period may be staggered during the period of three and one-half (3 ½) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

### 9.3 Rest Periods

Employees shall be allowed a rest period of not less than ten (10) minutes, on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. The rest period may be taken at the workstation when reasonable. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each 4 hours worked, scheduled rest periods are not required. A rest period means to stop work duties, exertions, or activities for personal rest and rejuvenation. It will be the responsibility of each employee to take rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

## ARTICLE 10 HOLIDAYS

10.1 The following seven (7) days shall constitute the recognized holidays within the terms of this Agreement. If any of the following holidays falls on a Sunday, Monday will be observed as the holiday. If any holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. The holiday shall be the twenty-four (24) hour period commencing with the established starting time of the day shift on the day of the holiday.

<b>New Year's Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Friday after Thanksgiving</b>
<b>Independence Day</b>	<b>Christmas Day</b>
<b>Labor Day</b>	

10.2 No work shall be performed on Labor Day except to save life or property.

## ARTICLE 11 PAYDAY

11.1 Employees shall be paid in full prior to quitting time on the job site once each week (on the same day), but in no event shall more than five (5) days (Saturday, Sunday, and holidays excluded) wage be withheld.

If the regular payday falls on a holiday, the employee shall be paid on the last regular workday before the holiday.

An employee's paycheck stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, rate of pay, and all authorized deductions, and must indicate the name and address of the Employer. In the event an employee receives an N. S. F. Check, thereafter all payments shall be made by cash or certified check, and he/she shall be considered not paid timely and shall receive eight (8) hours pay for every Twenty-Four (24) hour period thereafter until he/she receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty.

No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative ten (10) working days from the pay period in question.

11.2 An employee shall be paid in full when discharged during normal working hours. When employees are laid off or discharged, after normal working hours payment shall be made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted). In the event that payment is not made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted), he/she shall receive two (2) hours of pay at the applicable wage rate for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employee's choice. The postmark on the envelope will serve as the cutoff for any penalty.

11.3 Employees who quit shall be paid not later than the next regular pay period.

**ARTICLE 12**  
**UNION REPRESENTATIVES & JOB STEWARDS**

12.1 The Authorized and Credentialed Representatives of the Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions on the job; provided, however, that they shall give notice to the office or superintendent of the job.

12.2.1 The Union shall submit in writing to the Employer the names of its Job Stewards, whenever possible, and such changes of Job Stewards as may occur from time to time, and the Employer shall recognize such Job Stewards selected by the Union. Oral notification of Job Stewards will be acceptable whenever written notice is not practical.

12.2.2 Every Job Steward shall perform work for the Employer to the same extent as other employees; however, a Job Steward may take reasonable time off from their regular duties when an employee (or group of employees) desires to take up with the Job Steward any matter which is believed to be in violation of this Agreement. In such cases, before leaving his work area, the Job Steward shall inform his immediate supervisor where he wishes to go and shall secure permission to leave. The Steward shall also report back to the supervisor on his return.

12.2.3 When forces must be reduced, if all other considerations are equal, the Steward shall not be discharged except for just cause and shall remain on the job provided that there are at least four (4) Drywall Finishers on the project. When a Job Steward must be laid off or discharged, the Union will be notified forty-eight (48) hours prior to such action. A Job Steward will be given a reasonable amount of time to take up his report once a week.

12.2.4 Each shift may have a Job Steward. No Job Steward shall be allowed to solicit Membership in their organization or to collect any monies from any employees on the job during working hours. No Job Steward will be discharged by the Employer because of their Union activities.

12.2.5 Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

**ARTICLE 13**  
**SETTLEMENT OF DISPUTES & GRIEVANCES**

13.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance procedure as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

13.2 **STEP 1:** In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the same shall promptly (not later than five (5) working days), be referred to the Authorized Representative of the Union and the Employer or his/her authorized representative. Should they fail to affect a settlement:

**STEP 2:** They shall refer the matter to a Joint Labor Board within fifteen (15) working days of which Board shall consist of two (2) persons appointed by each party, and if these four (4) persons cannot affect a settlement within seven (7) days after the dispute has been referred to them:

**STEP 3:** An Arbitration Committee, consisting of one (1) representative of the company, one (1) representative of the Union and a third member to be chosen by these two (2). In the event the two (2) representatives designated by the parties shall be unable to agree upon the third member of the Arbitration Committee within ten (10) days, the Federal Conciliation Service, State Mediation or the American Arbitration Association shall be requested to submit a list of qualified and approved arbitrators, one of which shall be selected to act as a third member of the Committee, in accordance with the rules of the agency that submits the panel.

13.3 This decision shall be final and binding upon the parties hereto. Any decision rendered shall be within



the scope of this Agreement and shall not change any of its terms or conditions. The arbitrators shall, in their decision, specify whether or not the decision is retroactive and the effective date thereof.

13.4 Failure of either party to select their representative for the purpose of arbitrating a dispute upon this section within thirty (30) days from the date such arbitration is requested shall result in the dispute being adjusted in favor of the complaining party.

13.5 Any mutual expense incurred in the process of arbitration shall be borne equally by the Employer and the Union.

13.6 It is further understood that the grievance procedure above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

13.7 By mutual agreement the aforementioned timeframes in this article may be waived or extended.

#### **ARTICLE 14 JURISDICTIONAL DISPUTES**

14.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

14.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

14.3 Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

14.4 If the disputed work cannot be satisfactorily settled between the Local Unions and the Employer, the Local Unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

14.5 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

14.6 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in any Labor Agreement.

#### **ARTICLE 15 HEALTH, SAFETY AND ACCIDENT PREVENTION**

15.1.1 The Employer shall comply with the Safety Standards for construction work in the State of Idaho and Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. This Agreement is not intended to, nor shall it be construed as creating, recognizing, or imposing, on the Union or its agents, any common law duties in the areas of safety. All foremen and general foremen shall carry a current first aid card.

15.1.2 In the event of an injury requiring hospitalization to an employee, the Employer shall notify the proper Steward and Union of the injury as soon as possible. Industrial reports received by the Employer are to be signed and processed immediately by the Employer.

15.2.1 Clean, cold, fresh drinking water and sanitary, disposable cups shall be kept in close proximity to the workmen at all times. Ice to be furnished during hot weather upon request of the Business Representative.

15.2.2 Toilets, urinals, or latrines in clean and sanitary conditions shall be provided on all jobs according to State and Federal requirements.

#### 15.4 HAZARDOUS MATERIALS:

Employers agree to abide, where applicable, by the most stringent provisions of the following regulations as they may pertain to a particular contract:

- 1) Federal Regulations
- 2) State Regulations
- 3) DOE Regulations in the area of the particular project.
- 4) Regulations of any other nuclear energy plant owner from whom the employer holds a construction contract.

Employers agree to plan work for the most even distribution of radiation/hazardous material exposure amongst the employees consistent with efficient utilization of workers.

#### 15.5 HAZ-MAT MATERIALS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification the person is working in as follows:

**LEVEL D: + \$.25 PER HOUR**

Footnote: This is the lowest level of protection. No respirator is used, and skin protection is minimal.

**LEVEL C: + \$.50 PER HOUR**

Footnote: This level uses an air-purifying respirator or additional protective clothing.

**LEVEL B: + \$.75 PER HOUR**

Footnote: Uses same respiratory protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

**LEVEL A: + \$1.00 PER HOUR**

Footnote: This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

Where employees are required to wear glasses, the company shall furnish the required masked glasses.

Employees shall be paid HAZ-MAT pay in increments of four (4) and eight (8) hours.

### **ARTICLE 16 SHOW UP - STANDBY & CALL BACK**

16.1 In the case of work shutdown caused by inclement weather, the Employer shall be diligent in attempting to notify the employee by phone or other means as is practical. A prudent attempt at notification will relieve the Employer of his obligation under Article 16.2.

16.2 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive:

<b>Inside the 15-mile Radius Zone:</b>	<b>One (1) hour reporting pay</b>
<b>Outside the 15-mile Radius Zone:</b>	<b>Two (2) hours reporting pay</b>

16.3 Employees prevented from completing the shift due to inclement weather after the one (1) hour minimum shall be paid for actual time worked and applicable fringes.

16.4 An employee prevented from completing the shift due to causes other than weather and equipment breakdown shall receive the following show up pay: On eight (8) hour shift schedules after the one (1) hour or two (2) hour minimum an employee who works more than one (1) but less than two (2) hours shall receive two (2) hours pay; an employee works more than two (2) but less than four (4) shall receive four (4) hours pay; an employee who works more than four (4) hours shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation. On ten (10) hour shift schedules after the one (1) hour minimum or the two (2) hour minimum an employee who works more than one (1) but less than five (5) hours shall receive five (5) hours pay; an employee who works in excess of five (5) hours shall receive actual time worked.

16.5 If an employee leaves of their own volition, they shall be paid for actual time worked at applicable straight and overtime rates.

**16.6 EMERGENCY CALL OUT:**

In the event, that an employee has left the project and is called back to perform overtime work after their shift, or on Saturday, Sunday, or holidays, such employee shall be paid a minimum of four (4) hours at the applicable overtime rate, applicable allowances, and fringe benefits. All call-out work over four (4) hours shall be paid for actual time worked, but at no time will an employee be required to work more than five (5) hours without an opportunity to eat lunch (lunch period provision to apply - Article 9).

**ARTICLE 17  
EQUAL EMPLOYMENT OPPORTUNITY**

17.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders, and other rules and regulations governing civil rights to ensure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

17.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied, and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting training, and hiring.

**ARTICLE  
18 SAVINGS CLAUSE**

18.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision, and Article 14 shall not apply to this Article.

18.2 The Employer and the Union may enter into Addendums covering work performed on Indian lands and under the control of Tribal Councils.

## **ARTICLE 19 PUBLIC WORKS PROJECTS IDAHO STATE**

### Public Works Projects - Davis Bacon Act & Related Statutes

19.1 In the event the Employer bids a public job or project being awarded by a Federal, State, County, City, or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40USC 276A as amended). The published hourly wage set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months from initial notice to proceed for work covered under the Employer's contract with the owner. Upon written request, the Employer will provide a copy of the notice to proceed to the Local Unions having jurisdiction of the project. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement. Notwithstanding the above, the project agreements may be mutually agreed upon to allow the use of the pre-determined wage for the duration of a project to exceed twenty- four (24) months.

19.2 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

19.3 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

### **INTERPRETATIONS:**

1. When wage and fringe are printed as prevailing rate, and then pay the published wage and the Master Agreement fringe.
2. When wage only is printed and is less than the agreement wage, then pay the published wage and the Master Agreement fringe.
3. When wage only is printed and is greater than the agreement wage, then subtract the Master Agreement fringe to get the wage. (Wages will not be decreased in order to maintain benefit.

## **ARTICLE 20 SPECIAL CONDITIONS**

20.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

20.1.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The general contractor shall request his/her subcontractors to comply with any modifications granted under this provision.

20.2 Whenever Non-Union contractors are present on a bid list or negotiating for a job, this Article may be implemented upon request. Where no union bidders are present on a bid list, the Union will request union contractors to bid that work whenever possible. This Article will be denied any non-signatory contractor or any double-breasted contractor. Any decisions concerning Special Conditions of this Agreement shall be final and binding on all parties.

**ARTICLE 21  
CRAFT SCHEDULES**

21.1 The classifications for employees, wage rates, effective dates, health and welfare, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this Agreement.

21.2 An individual retirement plan, such as a 401K or an annuity program, may be established by the Union, with the agreement of the Employer on an individual employee basis. Such a program shall be at no cost to the Employer. The plan participants will be responsible for all costs associated with the plan.

**ARTICLE 22  
EFFECTIVE DATE AND DURATION**

22.1 This Agreement shall become effective as provided in this Article when signed by the IUPAT DISTRICT COUNCIL #5 and it's affiliated local unions having jurisdiction in the territory designated in Article 5.

22.2 All workers covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the Schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Schedules of this Agreement.

22.3 This Agreement shall become effective upon all work upon date of signature, and shall remain in full force and effect until May 31, 2025, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party.

22.4 Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must, to the exclusion of all other methods be perfected by given written "Notice of Termination" not later than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal. The parties shall begin negotiations within thirty (30) days after receipt of any notice.

22.5 Any "Notice of Opening" or "Notice of Termination" given within ninety (90) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

**ARTICLE 23  
SUBSTANCE ABUSE POLICY**

23.1 Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace and protect the reputation of Labor and Management and the employees.

Consistent with those goals, the Employer prohibits the use, manufacture, possession, distribution, or sale, at its employment sites, of drugs, drug paraphernalia, or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

The Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement.

Drug testing shall be handled through a third party administered "Clean Card" system, paid for in its entirety by management. Management and labor have named a sub-committee to develop the program.

**ARTICLE 24  
LABOR AND MANAGEMENT COMMITTEE**

24.1 A Labor and Management Committee shall be established to meet quarterly to discuss issues from the contract and issues that will improve and better the industry.

IN WITNESS WHEREOF: IUPAT DISTRICT COUNCIL #5 AND PAINTERS LOCAL #77 have hereunto subscribed their names and executed this Agreement as of 2-6-2023 ~~2022~~, through the 31st day of May 2025, or any year thereafter.

**EMPLOYER:**

**Western Partitions Inc. (WPI)**

Print Name: Devin Deller

Title: Chief Operations Office

Signature: \_\_\_\_\_

Print Name: Daniel Hutchins

Title: Labor Relations

Signature: \_\_\_\_\_

Print Name: Tim Mennealy

Title: Regional Manager

Signature: \_\_\_\_\_

**UNION:**

**IUPAT DC#5 PAINTERS LOCAL #77**

Print Name: Brandt Goble

Title: Business Representative

Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## SCHEDULE "A"

	WAGES EFFECTIVE		
	June 1, 2022	June 1, 2023	June 1, 2024
Drywall Finisher	\$32.02		

\*Please note that the vacation pay will not go into effect until set up with appropriate financial institution. Until that date vacation pay amount will remain on the check and not deducted from pay.

June 1, 2023  
**\$1.71**  
**TO BE ALLOCATED**

June 1, 2024  
**\$1.51**  
**TO BE ALLOCATED**

	BENEFITS EFFECTIVE		
	June 1, 2022	June 1, 2023	June 1, 2024
Health & Welfare	\$7.29		
IUPAT Pension	\$5.00		
IUPAT Annuity	\$2.30		
Local Apprenticeship FTINW	\$0.10		
IUPAT FTI	\$0.10		
IUPAT LMCI	\$0.10		
Vacation (Deduction) *	\$1.00		

### DRYWALL FINISHERS

#### ZONED PAY

**SECTION 1.** There shall be five (5) zones measured from the cities Boise, Pocatello, and Idaho Falls, of the U.S. Post Offices, identified in SECTION 2. below shall be used to compute per diem paid as a daily rate for assistance in travel and/or lodging which are described as follows:

<u>ZONE 1:</u>	<u>0-45 miles</u>	<u>\$0.00 per diem</u>
<u>ZONE 2:</u>	<u>46-60 miles</u>	<u>\$30.00 per diem</u>
<u>ZONE 3:</u>	<u>61-80 miles</u>	<u>\$40.00 per diem</u>
<u>ZONE 4:</u>	<u>81-100 miles</u>	<u>\$60.00 per diem</u>
<u>ZONE 5:</u>	<u>101 or more miles</u>	<u>\$70.00 per diem</u>

**SECTION 2.** The zones shall be measured from the U. S. Post Offices of the various cities located as follows: Boise, (304 N. 8th Street); Pocatello, (Clark Street); and Idaho Falls, (875 North Capital Avenue).

**SECTION 3.** Members who reside in the area of a project shall have their zone pay differential measured from the U. S. Post Offices of that city, whenever the distance to the job site is less than the distance from the job site to any of the cities listed in Section 2.

**SECTION 4.** If a project is located in more than one zone, the lower zone rate shall apply.

**SECTION 5.** An official map of the zones identified in this Agreement shall be prepared by an independent mapping service and shall be attached to this Agreement and kept on file in the offices of the Unions and the Contractors signatory hereto.

## I. CLASSIFICATIONS:

**GROUP 1:** The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining of all employees engaged in drywall taping and finishing, preparatory and texturing work and other work related to the painters' craft union classification.

**FOREMAN:** \$1.00 per hour over the Journeyman scale of the classification under their supervision.

Workers suspended on a swinging stage, on boatswain chair, on a life belt off a line or block and tackle shall receive twenty cents (\$.20) per hour more than the classified rate. All swinging or suspended scaffolds shall be equipped with a power climber except on slope work.

### APPRENTICES AND TRAINEES

Apprentices shall be employed in accordance with the standards set and administered by the Joint Apprenticeship Committees. Apprentices shall work under the supervision of a Journeyman Drywall Finishers. The wage rate schedule for Apprentices shall be based upon a percentage of the Journeyman scale as follows:

#### Registered Apprentices:

	<u>Zone 2</u>	<u>Zone 3</u>
1 <sup>st</sup> Period is 60% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
2 <sup>nd</sup> Period is 65% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
3 <sup>rd</sup> Period is 70% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
4 <sup>th</sup> Period is 75% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
5 <sup>th</sup> Period is 80% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
6 <sup>th</sup> Period is 85% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
7 <sup>th</sup> Period is 90% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00
8 <sup>th</sup> Period is 95% of the applicable journeyman wage rate.	Add \$2.00	Add \$3.00

## I. HEALTH & WELFARE TRUST FUND

It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable hour of work performed by Drywall Finishers employed by Employers covered by this Agreement, which contribution shall be made to the Employees Painters Health & Welfare Trust in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Welfare Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

Section 1. The Employer agrees to pay all contributions found on the "Schedule A" for each hour worked by each employee. The Employer is bound by and to the Agreement and Declaration of Trust, amended from time to time thereafter, establishing the Employees Painters Health & Welfare Trust

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

Section 3. The Employer hereby irrevocably designates as its representatives on the Board of Trustee such Trustees as are now serving, or who will in the future serve, as employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.



## I. PENSION TRUST FUND

### IUPAT PENSION FUND IUPAT, ANNUITY FUND, FTI FUND & LMCI FUND

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

Section 1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Industry Pension Fund (“the Pension Fund”), the International Union of Painters and Allied Trades Annuity Fund (“the Annuity Fund”), the Finishing Trades Institute (“FTI”) and the Painters and Allied Trades Labor Management Cooperation Initiative (“LMCI”), for each employee covered by this Agreement as follows: A. For each hour or portion of an hour for which an employee receives pay, the Employer shall make contributions found on the “Schedule A” to the Pension fund, to the Annuity Fund, to the FTI, and to the LMCI. Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked.

A. Contributions shall be paid on behalf of any employee starting with the employee’s first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeymen, trainees, and probationary employees.

B. The payments to the Pension, Apprenticeship, FTI and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.

C. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations make all required payments, either directly or through an intermediate body, to the “Central Collections” Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.

### Section 2.

A. The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the Annuity fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust indentures.

B. The Union hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the Annuity Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

C. The parties hereto further agree to be bound by all actions taken by the Trustees of the Pension Fund, the Annuity Fund, the FTI, and the LMCI pursuant to the said Agreements and Declarations of Trust.

Section 3. All contributions to the Funds described in paragraph 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have

a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

Section 4. If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

Section 5. Each of the respective Funds described in paragraph 1 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable hour of work performed by Drywall Finisher Employees covered by this Agreement into the International Painters and Allied Trades Industry Pension Fund. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

#### I. IUPAT ANNUITY

In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into the International Union of Painters and Allied Trades Annuity Fund an employer non-elective contribution a sum as listed in Schedule "A" per compensable hour for all employees covered by this agreement. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

#### I. \*\*CREDIT UNION PROVISION

The parties agree that in addition to the wage rates provided for in this Agreement, **the Employer shall pay into a credit union \$1.00 per hour worked for each Drywall Finisher covered by this Agreement. The amount has been included in the base wages listed in SCHEDULE A 1. CLASSIFICATIONS, WAGE RATES, AND EFFECTIVE DATES.** The name of the credit union to which such payments shall be made will be specified in a separate Letter of Understanding. Such payment shall be made monthly on or before the 15th of the month following that for which the contribution is being made and shall be deposited in the depository bank designated to accept the other fringe benefits provided for in this Agreement.

The purpose of these contributions is to create individual share accounts in the Credit Union for each Drywall Finisher covered by this Agreement.

The details concerning the administration of the Credit Union shall be as stated in their charter and bylaws, and any amendment thereto which may be approved by the National Credit Union Administration. Neither the Employer Association nor individual Employer, nor the Union shall participate in the administration of said Credit Union.

It is understood that the Employers will make these contributions on the same transmittal forms as are used for the other fringes. The pro-rata cost of such forms, and the collection and accounting thereof will be deducted from the contributions and be paid to the fringe benefit administrator. The balance remaining will be credited to

the individual share accounts.

It is further understood that all payroll taxes shall be deducted from the gross pay and then \$1.00 shall be held out of the net pay and shall be reported as stated above.

It is further understood that the charter and bylaws of the designated Credit Unions will be amended to extend membership to all Drywall Finishers covered by this Agreement.

In order to eliminate onerous book and record keeping burdens on all parties, Employers will make contributions to each of the funds by means of one check and one report to include all funds. Pro-rata costs of the report forms will be paid by the funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this schedule.

In the event an Employer fails to make the required monetary contributions in conformity with Sections 1, 2 and 4 of this Article, the Union may take any economic action necessary to insure the proper collection of these contributions.

### **FAILURE TO PAY CONTRIBUTIONS.**

Severe penalties for delinquencies are provided in the Trust Agreements.

### **I. APPRENTICESHIP AND TRAINING TRUST FUND**

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

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

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

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

In addition to the wage rates listed herein, all persons, parties, firms, or corporations as listed in signature schedule attached hereto, or otherwise coming under the scope of this Agreement, who are, or may become signatory to this Agreement, agree to comply with all of the terms and provisions set forth by the Finishing Trades Institute Northwest as though the same were set forth in full herein, together with any extensions, modification, or amendment of said Agreement and Declaration of Trust and shall continue in full force and effect for the purpose of supporting and expanding apprenticeship and training programs for all eligible employees covered by this Agreement and shall pay into the Finishing Trades Institute Northwest Apprenticeship the amount found in the schedule A for each compensated hour worked for each employee covered by this Agreement. Payment shall be made monthly on or before the 15th day of the month following that for which contribution is being made to the Finishing Trades Institute Northwest trust fund as modified or amended and does designate the present and future employer trustees as the Employer's authorized representatives on said Trust. Copies of the Trust Agreement are available on request at the office of the

**FINISHING TRADES INSTITUTE (FTI) AND IUPAT LABOR MANAGEMENT COOPERATIVE INITIATIVE (LMCI):** Each signatory employer shall contribute the amount listed in the Schedule "A" (Fringe Benefits) for each hour worked by each employee covered by this Agreement to the IUPAT Finishing Trades Institute (FTI) and the IUPAT Labor Management Cooperative Initiative (LMCI). Each individual employer agrees to be bound by the Agreements and Declarations of the trust for these trusts Carpenters International Training Fund dated March 1, 2015, as it they exist and as they may be amended or restated at any time, and to such rules, regulations, and other governing documents adopted pursuant to the aforementioned trusts.

## **I. UNION DEDUCTIONS-DUES CHECK OFF**

In accordance with terms of an individual and voluntary written authorization for check-off of membership dues or deductions in form permitted by the provisions of Section 302(c) of the Labor Management Act, as amended, the employer agrees to deduct for working dues or deductions an amount from wages once each week, which has been authorized by the membership. The working dues or deductions which are deducted shall be paid monthly by the fifteenth (15th) day of the month following the month in which they are deducted. The rate for union dues-will be in an amount as the Union will certify, from the taxable hourly wage rate of all hours worked.

### **DIVERSION CLAUSE**

Upon serving 90 or more days written notice to the Employer, the Union shall be permitted to divert any portion of the wage package to any of the trust funds or wage rates set forth in this agreement.

## **SCHEDULE "B" DRYWALL**

### **FINISHERS WORK RULES**

#### **1. TOOLS (Employees):**

Employees shall furnish personal hand tools, stilts, and walk-up type scaffolding.

#### **2. TOOLS (Employers):**

- a. The Employer shall, at the start of a job, furnish a suitable place for keeping employees' tool kits and same to be provided with suitable lock for protection during non-working hours. The Employer will maintain insurance to protect employees against loss of tools by fire, flood, robbery from forced entry, or by damage from any Employer equipment and work clothing lost by fire, flood, and forced entry. Employers will require a list of tools and work clothing so stored. Employees will fill out a tool list and will inform the Employer of additional tools as they are added or subtracted from the list, or the Employer will not be obligated to replace them should a loss occur. Replacement for clothing will be understood to mean work clothing and rain gear only. Tools and clothing outlined will be replaced with comparable tools and clothing only.
- b. The Employer shall, at the start of the job, furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods. Same to be situated close to the site of the work.
- c. No employee shall furnish, rent or lease, for compensation or otherwise on any job, a transit, mortising, boring machine, power saw, power jointer, floor sander, power activated tools regardless of whether they are powered by batteries, AC-DC electrical, gas or air: ladder, scaffolding either stationary or rolling, stilts trestle, bench, mitre box, siding cutter, dial indicator (larger than 1" face), micrometer (not over 1"), any type of laser, reamer, extractor, taps, tap wrenches, metal drill, socket wrench (over 1/2" drive), box end or adjustable wrench larger than a

12" Crescent, shaft levels (over 12"), augers (over 1-1/8"), auto, truck or similar equipment, welding machines, cutting torch, and welders protective equipment, such as gloves, leathers, hoods, goggles.

The above equipment must be furnished by the Employers.

### 3. TRANSPORTATION:

All transportation or drayage furnished by the Employer shall afford the maximum protection against the exposure to the elements and the cost of such transportation shall be borne by the Employer. No transportation will be furnished on the job during working hours by the employee.

### 4. FOREMAN / GENERAL FOREMAN:

The Employer shall be the sole judge of the need for the number of and the responsibilities of supervisory personnel and the Union shall in no way interfere with the performance of the Foreman/General Foreman in carrying out his responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by the Foreman/General Foreman. Transportation will be provided to Foreman at the option of the Employer.

## APPRENTICESHIP & TRAINING

SECTION 1. Recognizing the need for an adequate supply of qualified Drywall Finisher, the contractor and the Union mutually agree to actively promote, and participate in, joint apprenticeship and retraining programs designed to meet this need.

SECTION 2. Such programs which exist or are developed to achieve this end and are supported in whole or in part from funds derived from this Agreement shall:

- A. Be jointly administered by equal representation of Management, as appointed by the contractor, and labor as appointed by the Union.
- B. Comply with all applicable State and Federal regulations governing the same.
- C. Issue certification of achievement to each person satisfactorily completing the programs' uniform standards as established by parties to this Agreement.
- D. A separate Out-of-Work List for Apprentices shall be maintained at each hiring hall. The method of selection and dispatching of apprentices shall be determined by each local J.A.T.C. and shall become part of this Agreement.
- E. The employment of Apprentices shall be in accordance with the following ratios: Every Employer who employs two (2) or more journeymen steadily may have two (2) apprentices and may have one (1) additional apprentice for every three (3) additional journeymen on the job. Every employer shall have one (1) apprentice for every three (3) journeymen employed, if apprentices are available. Exceptions to these provisions may be made at the discretion of the joint Apprenticeship and Training Committee. The Bureau of Apprenticeship and Training shall be informed in writing of all exceptions.
- F. Provide wages in accordance with herein attached Schedules "A" for the following defined classification:  
**APPRENTICE:** One who is actively enrolled in a Federal Approved Joint Apprenticeship program designed to provide on-the-job and related classroom training sufficient to permit a person to meet the minimum uniform standards of a Qualified Journeyman Drywall Finisher.
- G. When an Apprentice is be laid off or discharged for cause, the Union will be given forty-eight (48) hours prior notice.
- H. All Apprentices shall be required to attend related training classes as per the J.A.T.C. schedule. Apprentices shall take time off the job without pay for one (1) week, approximately once every three months. The Apprentice will be notified in advance of the scheduled dates and should notify the job supervisor of the scheduled days for training.

I. It is agreed that all the contractors will continue to maintain and support Apprenticeship.

# **LETTER OF UNDERSTANDING**

**between**

**IUPAT District Council #5, Local 77**

**and**

**WESTERN PARTITIONS INC.**

It is agreed that the following provisions will modify and become a part of the Collective Bargaining Agreement in affect in southern Idaho executed through a memorandum of understanding between IUPAT DC 5/Local 77 (herein referred to as "Union") and Western Partitions Inc. (herein referred to as "Employer") covering Southern Idaho dated 11-1-2022:

1. Due to the current workforce shortage and to support the success of the Employer in a new market area, if the Union is unable to supply qualified workforce within forty-eight (48) hours of a dispatch request, the Employer will be allowed to utilize at its discretion workforce that may be members (herein referred to as "non-IUPAT members") of an affiliate Local or International Union other than IUPAT that has also executed a Collective Bargaining Agreement with the Employer. These non-IUPAT members that possess wall finishing skills and abilities shall be allowed to assist with drywall finishing duties in a composite crew format, provided that all working conditions, wages, and fringe benefit packages are at least equivalent to those of the Union. All taping Forepersons will be IUPAT Members.
  - a. The Union agrees to indemnify, to protect and hold harmless the employer from any potential future claims, penalties, and or other legal action taken by any and all IUPAT related trusts seeking any compensation for any such hours worked by non-IUPAT members performing IUPAT Jurisdictional claimed work scopes as per this Letter of Understanding.
  - b. As qualified drywall finishers are referred to the Employer by the Union and start working, those non-IUPAT member employees performing drywall finishing activities will be replaced with drywall finishers supplied by the Union.
  - c. Should drywall finishing work curtail to such an amount that a reduction of force is needed, all non-IUPAT member employees that are performing wall finishing duties shall be removed from performing said work and be laid off prior to any Union drywall finisher(s) being laid off.
  - d. Both parties further agree that this provision in its entirety shall not set precedent nor be intended as a formal assignment or reassignment of work traditionally performed by IUPAT members.
  
2. The Employer may, at its discretion transfer up to a total of fifteen (15) Key Employees from other areas to perform work covered by the above noted Collective Bargained Agreement. Each designated Key Employees shall be required to be a Members in Good Standing of the Union; they shall report to and provide evidence thereof to the Local Union having jurisdiction over the project where they are assigned to work within seven days of arrival. The Employer may at its discretion, directly submit Pension, Annuity/Defined contributions, and Health and Welfare contributions for such

designated Key Employees, to the Key Employee's home Trust(s) Fund(s), all other required Benefit Contributions and or Deductions will be paid to the applicable fund as defined in the Collective Bargaining Agreement noted above. If the Employer chooses this option, it shall provide sufficient proof to the Union that the appropriate contribution amount has been paid to the Employees' home area Trust(s) Fund(s) if requested.

*Note: If the benefit package in the area that the employee is working is higher than the amount being paid into the key employee's home-area trusts, the total difference in the hourly fringe contribution rates shall be paid to the key employee in the form of wages.*

3. This Letter of understanding shall remain in full force and affect during the life of the current Boise WPI drywall finishing agreement and may continue, if agreed, in following agreements until such time an adequate membership base is established in the affected area as agreed upon by the Union and the Employer or until mutually terminated by both parties.

2-6-2023

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Signature of Employer Representative      Date



2-14-2023

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Signature of Union Representative      Date