

OREGON STATE

AND

SOUTHWEST WASHINGTON

AREA AGREEMENT

FOR THE

**PAINING, PARKING AND
HIGHWAY IMPROVEMENT
INDUSTRY**

MARCH 1, 2018 THROUGH FEBRUARY 28, 2021

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ARTICLE I PREAMBLE AND PURPOSE

Section 1. This is a Collective Bargaining Agreement between the International Union of Painters and Allied Trades, Painters District Council No. 5 referred to as the Union and Apply-A-Line, Inc., herein referred to as the Employer. This Agreement shall also be binding on any person, firm, corporation, joint venture or business entity which signs this Agreement and which is approved by the Union.

Section 2. The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Funds, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to promote efficiency and economy in the performance of painting, parking, and highway improvement finishing, and generally to encourage a spirit of helpful cooperation between the Employer and employees to their mutual advantage and the protection of the investing public.

ARTICLE II SCOPE OF AGREEMENT

Section 1. The employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining on behalf of its following employees:

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

Section 2. Painting parking and highway improvement work as that term is used in this agreement includes but is not limited to, the following:

1. All painting, application, and installing of lines, arrows, bumpers, curbs, etc., on parking lots, airfields, highways, game courts, and other such surfaces.
2. The handling, painting, and installing of all car stops, stop signs, and any other type sign installed for the purpose of regulating traffic on surfaces.
3. The installation of plastic, metal, or composition button, or lines used instead of paint.
4. Installation of parking gates, ticket spitters, and other similar mechanical, and automatic control devices.
5. Seal coating, slurry coating, and other surface protection.
6. Line removal; chemical sand and hydro-blast, paint, and button.
7. Installation of guard rail and posts and similar protective devices.
8. Manufacturing and installation of all car stops, per example; metal, wood, concrete, plastic, etc., and all similar traffic regulator.
9. Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices (barricades).
10. The preparation and maintenance of all surfaces as outlined above.
11. The employer parties to this Agreement hereby agree that they shall not perform any work regular or overtime covered by this Agreement on any job site unless they shall have at least one journeyman who has no interest in the firm actually working with them on such work, except on small jobs and touchups.

*A small job or touch up shall be defined as one which consists of one hundred dollars (\$100.00) or less total monetary value for labor and materials combined.

ARTICLE III DEFINITIONS

Section 1. Only four (4) classifications of employees shall be recognized, i.e., master traffic control striping, foreman, journeyman, and apprentice.

- a) "Master traffic control striping" is a journeyman who has advanced training in manufacturers applications and warranty requirements. Trained in field maintenance and repair of all equipment. Any employee assigned to a job alone running a striping machine, hydro-blaster, etc.
- b) "Foreman" is a journeyman in charge of a crew of two (2) or more employees. This shall be inclusive of the Foreman. (1) Any employee assigned to a job alone with no other employees, i.e., striping machine, hydro-blaster, etc., shall receive master traffic control striping rate of pay.
- c) "Journeyman" is a person who has completed his apprentice training or who has the ability and skill to read and analyze plans and specifications, to prepare materials and surfaces for application, to perform necessary layout, and trained in three (3) of the five (5) following job operations.
 - 1. Striping (manually propelled machine) of all surfaces of streets, highways, parking lots, airports, curb, stencils, etc.
 - 2. Striping (mechanically propelled machine) of all surfaces as outlined for a manually propelled machine.
 - 3. Curbs, asphalt extruded, cement extruded, and pre-formed curb, wheel stops, or bumper rail composed of any material and affixed to the surface in whatever manner prescribed by specification.
 - 4. Delineating Device Application: Installation of any device or application of any material used in lieu of paint for traffic delineation commonly used in the area of this contract agreement such as the following: buttons, tapes and plastics, rumble bars, etc., composed of any materials and affixed to the surface in whatever manner prescribed by specification.
 - 5. Miscellaneous: Installation of guard rail, guide posts, survey monuments, application of slurry seal or any other protective coating to traffic bearing surfaces. Paint removal by any method.
- d) "Apprentice" is a person who is being trained to the position of Journeyman over a period of time by a journeyman in the trade. He may perform all the functions as described within the journeyman class but under journeyman's direction and instruction.

ARTICLE IV RIGHTS OF THE PARTIES

Section 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, or who have crossed or worked behind a primary picket line including but not limited to such a picket line at the Employer's premises or job site where the Employer is engaged in work covered by this Agreement. This Section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.

Section 2. Except as specifically limited by this Agreement the Employer shall have exclusive right, as in its sole discretion may determine, to manage its business, to control and supervise all operations and direct all working forces, including but not limited to the right to select and hire, discharge, promote, transfer, or schedule employees to control and regulate the use of all equipment, materials, tools, and other property of the Employer and to maintain efficiency among its employees.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. Except as expressly otherwise provided in this Agreement there shall be no strike or lockout on any job over any grievance or dispute between the Union and/or Employer and all grievances or disputes between the Union and the Employer, arising during the term of this Agreement or to its interpretation or application, shall be settled in accordance with the provision of this Article.

Section 2. In the event such a controversy, dispute, or grievance arises, representatives of the Union and the Employer shall first attempt to settle the controversy, dispute or grievance. If not resolved within fourteen (14) days from the date the grievance is served in writing by either party upon the other, either party shall be authorized to refer the controversy, dispute, or grievance to the Grievance Committee.

Section 3. The Grievance Committee shall consist of two (2) members: one selected by the Union and one selected by the Employer. The individual union member involved in a dispute or grievance shall not be a member of the Grievance Committee. The Unanimous decision of the Committee shall be final and binding upon the parties. If the matter is not resolved by the Committee, either the Union or the Employer may refer the matter for arbitration.

Section 4. With respect to each case referred for arbitration, the Union and the Employer shall by mutual agreement select an arbitrator. If the parties are unable to agree upon the arbitrator, either party shall be authorized to request the Federal Mediation and Conciliation Service to submit a list of seven (7) names, and the Union and the Employer shall alternately, each strike three (3) names from the list and the remaining one shall be the arbitrator. The arbitrator shall promptly hear and determine the dispute, controversy, or grievance referred to him and his decision shall be final and binding. The arbitrator must render a decision within thirty (30) days.

Section 5. It is the desire of the parties that the arbitrator decide each case and issue his written order, on the date of hearing. However, the arbitrator may, at his discretion, take a case under advisement and issue a post-hearing opinion and order. The arbitrator's fee shall be paid by the party who loses the case; if the arbitrator believes that neither party substantially prevailed, he may, in any such case, allocate his fee between the Union and Employer.

Section 6. In the event the Union claims that an employer has violated any of the wage, travel, subsistence or trust contribution provisions of this Agreement, the Union shall be permitted to take economic action against such employer. If such employer deposits a certified check in the amount claimed by the Union to be due, make payable to the Union, with a local bank and gives the Union

notice that this has been done, the Union shall be required to refrain from further economic action and submit the matter to the Grievance Committee and the procedure under Section 3 of this Article shall apply. In the event the Union takes economic action pursuant to this Section, the employer shall be liable for up to two (2) days lost wages and trust payments on wages sustained by his employees.

Section 7. No claim for back pay, travel time, overtime, or any pay dues and payable each week will be considered if filed later than thirty (30) days. However, this shall not preclude the right to hear any complaint during the term of this agreement where in the evidence indicated a condition of chronic or continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement.

ARTICLE VI UNION SECURITY

Section 1. All employees of the Employer covered by this Agreement who are members of the Union of the date of execution of this Agreement shall be required to maintain their membership as a condition of employment. All employees who are not members of the Union on the date of execution of this Agreement and all employees employed after the execution date of this Agreement shall, within eight (8) days following the date or date of employment, whichever is later, be required by the Employer to apply for membership in the Union and to maintain such membership as a condition of employment.

Section 2. If any employee fails to tender the Union admission fee or if an employee-member of the Union fails to maintain his membership, the Union shall notify the Employer in writing and such notice shall constitute a request to the employer to discharge said employee within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded) or the employer will be liable for Union dues and fees.

Section 3. The employer agrees to comply with the Union's request to dispatch all new employees prior to putting them to work and re-dispatch all current employees periodically for the benefit of the Union and employer.

ARTICLE VII PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or to work behind a primary picket line, including but not limited to a primary picket line at the premises of the employer or job site at which the employer is engaged in PAINTING PARKING AND HIGHWAY IMPROVEMENT WORK.

Section 2. The employer who is party to this Agreement shall not subcontract any work covered by this Agreement to any employer or employee unless such employer or employee is a party to a Collective Bargaining Agreement with the Union doing work covered under the scope of this Agreement.

Section 3. Except as provided in Section 2 of this Article, all work covered by this Agreement and customarily performed on the job site or in a shop by employees working under this Agreement shall continue to be performed on the job site or in the shop by employees covered under this Agreement.

Section 4. It is the intent of the employer and the Union to protect all job site work which has been traditionally performed by bargaining unit employees or which is fairly claimable as bargaining unit work as covered by this Agreement.

Section 5. If no Union contractor is available for subcontracting work covered under the scope of this agreement, the employer will be relieved of Section 2. In any event, the employer agrees to make every effort to use Union subcontractors whenever possible.

ARTICLE VIII SAFETY

Section 1. The employer agrees that no employee will be allowed to use any poisonous material injurious to the health or toxic materials unless protected by every reasonable modern device and method used for health protection. It is the employee's responsibility to inform the proper management immediately if any such material is injurious to the employee's health.

Section 2. Applicable laws of the Oregon, Washington, and California State Department of Labor and Industries and the Federal Occupational Safety and Health Act of 1970 shall be part of this Agreement and shall be enforced under this Agreement.

ARTICLE IX PIECE WORK PROHIBITED

Section 1. Any employee covered by this Agreement who enters into any arrangement - expressed or implied, direct or indirect - with an employer which contemplates any form of compensation (other than an hourly wage as provided for in this Agreement) shall be terminated by the employer and shall not be re-employed by such employer during the terms of this Agreement. In addition to any and all rights conferred either by law or by the terms of this Agreement the Union shall have the right to picket or strike or both, any employer who enters into an arrangement prohibited by this Article or who fails to refuse to terminate any employee who has entered into such an arrangement. The Union shall also have the right to terminate the contract with such employer.

Section 2. For the purpose of computing trust fund contribution the employer shall compute hours worked on the basis of the higher of the following sums:

- a) The hourly contribution rate set forth in this Agreement multiplied by the hours of work as reflected by the employee's time cards for the period in question, or
- b) The gross compensation received by an employee divided by the contract hourly rate set forth in Article XVIII, which sum, in turn, shall be multiplied by the contribution rate set forth in this Agreement.

ARTICLE X EMPLOYER RESPONSIBILITIES

Section 1. The following requirements shall be applicable to all employers who are parties to this Agreement.

- a) Every Employer, bound by this Agreement, is required to notify the Union in writing, by Certified Mail, within 30 days after any change in ownership. If such notice is not given, the employer shall be liable for all losses sustained within the 30 calendar days following such change in ownership.
- b) Any Employer shall also be liable for compliance with all of the terms of this Agreement with respect to any existing or future person, firm, corporation, or other business entity engaged in whole or in part in painting parking and highway improvement work within the geographical jurisdiction of this Agreement if the employer has any operating control over such other person, firm, corporation, or other business entity for work within the scope of this Agreement.
- c) The Employer shall not require or permit any employee covered by this Agreement to report at the job site or in the shop more than 30 minutes before working time.
- d) In the event the Employer, or any principal involved with the Employer established a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or established a separate business entity within the geographical jurisdiction of this Agreement, then the term and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered with the scope of this Agreement.
- e) The employer agrees that on work performed coming under the scope of this Agreement where plans or specifications have been provided by an awarding authority said specifications shall be available for inspection by the representative of the Union and/or District Council.
- f) The following information shall be required when an agreement is signed. Oregon, Washington, and California State Contractors Registration number, and the bond required by the Agreement. The employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper time cards for all employees and suitable payroll check stubs and other records required by law.
- g) Employees will be furnished necessary safety equipment required for work assignment, including one pair of suitable leather work gloves per crew member when working around and/or applying hot plastics.

ARTICLE XI EMPLOYEE RECOGNITION

Section 1. Employees will give a minimum of thirty (30) days notice when requesting vacation. Vacation will be authorized at the employer's discretion. No unreasonable request shall be denied.

Section 2. Employees will be notified prior to 9:00 a.m., when scheduled to work that day.

Section 3. If a regular employee is called to work the Employer will extend every reasonable effort to have him work 24 hours that week; except for conditions beyond the employer's control.

Section 4. The employer will continually make thorough safety checks of all equipment and request any safety comments from the employees and extend all efforts to correct deficiencies, if any. Refusal to use unsafe equipment is not a violation of this agreement.

Section 5. Employees will be given affirmative notice of out of town work not less than twenty four (24) hours prior to leaving and will be notified of weekend work not less than twenty four (24) hours prior.

ARTICLE XII EMPLOYMENT

Section 1. Except as limited by this Agreement, the Employer shall have entire freedom of selection in hiring and may discharge any employee for any just and sufficient cause, provided there shall be no discrimination by the Employer against any employee or applicant for employment because of sex, color, race, creed, national origin, union membership, union activity, or because of his/her non-membership in any union.

Section 2. In the employment of workers for all work covered by this Agreement the following provisions shall govern:

- a) The union shall establish and maintain open non-discriminatory employment lists for employment of workers in the Employer's trade, including journeymen and apprentices, and non-member workers who may make application.
- b) Whenever desiring to employ workers, the Employer shall call upon the Union or its agent for any such workmen as it may, from time to time need and the Union shall immediately furnish to the Employer the required number of qualified and competent workers as specified by the Employer.
- c) If so requested by the Employer, the Union shall furnish a specifically named workman, provided he/she is available for employment and local worker ("local") meaning within the jurisdiction of that local union hiring hall.
- d) The Employer will request a dispatch from the Union for all newly hired employees covered under this agreement prior to them going to work.

Section 3. Reasonable advance notice (but not less than twenty-four (24) hours will be given by the Employer to the Union or its agent upon ordering a worker, and in the event that within 24 hours after such notice, the Union shall not furnish a worker, the Employer may procure a worker from any source. If a worker is so employed, the Employer shall within 24 hours report to the Union or its agent such worker by name and social security number.

Section 4. Employees who are working within the geographical area covered by this Agreement may be transferred by the Employer from job to job any place within such area without being dispatched to such subsequent jobs.

Section 5. An Affirmative Action Program to encourage the employment of minorities by the Employer shall be established.

Section 6. The Employer agrees to adopt all current and future apprenticeship standards and revisions.

ARTICLE XIII JOB STEWARDS

Section 1. The Business Representative of the Union shall, after conferring with the Employer, have the authority to appoint a job steward and shall notify the Employer in writing of the appointment. The job steward shall have time to perform his duties pertaining to Union affairs, but the time so spent shall not interfere with Employer's work.

Section 2. The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed.

Section 3. The Business Representative shall have the authority to add or replace stewards as may be deemed necessary.

ARTICLE XIV HOURS OF WORK AND WORK RULES

Section 1. Eight (8) working hours in any one day shall constitute a day's work. Hours in excess of eight (8) on Monday through Friday shall be paid at the rate of time and one half. Forty (40) hours of work Monday through Friday shall constitute the regular work week. Hours in excess of forty (40) hours in any work week shall be paid for at the regular overtime rate, time and one-half.

Section 2. The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. (If a holiday falls on Sunday, the following Monday shall be considered as a holiday). Overtime rate of double time (premium pay) shall apply to the above holidays, except no work at all shall be performed on Labor Day. In no event shall there be any pyramiding of one premium pay upon another.

Section 3. Employees are prohibited from reporting to job or shop more than thirty (30) minutes before working time.

Section 4. It shall be understood the preparation of materials and equipment or the cleaning up and removal of same is to be performed by employees or Employer, within working hours. All employees shall be allowed five (5) minutes before lunch and at the end of a shift for personal clean-up.

Section 5. Employees who report at the time they are instructed by the Employer or his agent, and who are not put to work shall be paid one-half days pay, except where employees are not put to work because of inclement weather or other conditions beyond the Employer's control.

Section 6. Normally no employee shall be allowed to use his/her truck or car to transport materials or equipment of any type for the Employer at any time. Any employee who uses his/her car or truck to transport material or equipment of any type for the Employer at any time, shall be paid the current government published IRS travel rate per mile, with a minimum of ten dollars (\$10.00) per day. No employee shall use his own vehicle unless requested to do so by the Employer under the terms agreed to above and only if the Employer's public liability policy protects the employee.

Section 7. No employee shall be allowed to rent or lease equipment to the Employer for whom he is employed.

Section 8. If an employee is out of town at the Employer's request, and unable to work that day because of inclement weather or other conditions beyond the Employer's control, they will be paid four (4) hours at their straight rate of pay.

Section 9. There will be a ten (10) hour rest period between shifts. If employer recalls employees before 10 hours has elapsed, then the shift will be at overtime at time and one-half. A shift is defined as a minimum of six (6) hours on the clock.

Section 10. Effective August 13th, 2009 forward, Employees required to start a shift between 3 PM and 4 AM shall receive one dollar and fifty cents (\$1.85) per hour premium added to their regular rate of pay for all hours worked on that shift.

Section 11. Employees proposed shift (days or nights) for the next day, shall be posted daily by 5 PM. However, the determining factor for start times shall be by means of telephone call one hour or more when possible prior to start time.

Section 12. Every Sunday is optional with all Sunday hours being paid at time and one half based on the regular rate of pay.

Section 13. Management agrees to pay employee wages for time spent training if the subject is a management requirement. If required by Federal, State or other regulatory agency beyond management control, it will be the employee's responsibility.

Section 14. Daily payroll timesheets shall be filled out in ink and duplicate copies shall be available to all employees.

ARTICLE XV

SUBSISTENCE PAY, TRAVEL TIME AND MILEAGE

Section 1. During the lifetime of this Agreement each signatory employer will be allowed to designate only one town as the base of his operations and he will state in writing to the Union whether his shop, the Union Hiring Hall or the County Courthouse will be used as starting point for purpose of travel pay during the lifetime of this Agreement. Travel time shall be defined as all time required to travel from the employee's permanent established yard or shop to the job site and from the job site to the employee's permanent established yard or shop.

Section 2. All toll bridges, ferry or other forms of transportation expenses shall be paid by the Employer in addition to the regular transportation expense covered by Section 3 of this Article.

Section 3.

a) Driver Travel time regular scale will be paid at \$13.00 per hour in year one, \$13.50 per hour and \$14.00 per hour in year three of the contract. Driver Travel scale will be paid at one and one half (1 ½) times the regular scale rate for all travel time with full fringes.

Riders rate shall be time and one half (1 ½) of the state minimum wage per hour at time and one-half for all travel time with full fringes.

Travel hours do not accumulate to the forty (40) hours per work week.

b) Travel time hours will not be included as part of the 7000 hours training required.

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

Section 4. Where employees are working on jobs which require them to be away from home overnight, the Employer shall pay the actual cost of lodging together with meal allowances. Effective August 13, 2009 through the remainder of this agreement the meal allowance shall be \$35.00 per day. When subsistence pay is paid the day before for out of town work it will be paid for that day when employee returns at 9 p.m. or later.

Section 5. Employers signatory to an Agreement with a District Council, Local Union or International Union in another area and coming into or under the jurisdiction of the Oregon State and Southwest Washington Area Agreement for the Painting Parking and Highway Improvement Industry shall use the Local Union dispatch point for purpose of travel pay. Job sites shall not be considered as such employer shop or place of business.

Section 6. Employees required to travel over 75 radius miles with less work hours than travel hours will receive per diem at \$35.00 per day.

Section 7. Travel time for Sunday shall be paid at the regular drive time rate unless the driver is required to travel out of area and does not work a shift upon arrival at the jobsite. If no work is performed, the driver rate shall be paid at two thirds of the employee's regular rate of pay multiplied by time and one half (1 ½).

ARTICLE XVI OUT OF AREA WORK

Section 1. The Employer, when engaged in work outside the geographical jurisdiction of this Agreement, shall register his jobs before starting to work, with the Local Union in the work area and he agrees, subject to his rights, to reject any applicant for employment for any cause, that not less than 50% of the workers employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area and further provided these men are qualified to meet the job requirements. It is mutually agreed that the first worker on the job may be the Employer.

Section 2. In the event the Employer takes any employees outside of the general area covered by this Agreement, such employees shall receive the higher of the rates of pay or better working conditions as specified in this Agreement, or in the prevailing Agreement in the area where they are working and in all events the employer shall continue to pay the hourly contributions for all Trusts as specified in this Agreement on such employees.

Section 3. The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of this Agreement comply with all of the lawful clauses of the collective bargaining Agreement in effect in said other geographical jurisdiction and executed by the employers of the industry and the local unions in that jurisdiction including, but not limited to, the provisions of the wages, hours, working conditions and all fringe benefits therein, provided there shall be no dual fringes.

ARTICLE XVII WAGES AND CLASSIFICATION

Section 1. All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par or by lawful currency in an envelope. In either case a receipt (check stub) showing the employee's and employer's names, rate of pay, dates, and hours worked both regular and overtime, travel and subsistence pay, and all deductions made and amount due shall be given each employee. No more than five 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 6 of this Article.

Section 2. In the case of an out-of-town contractor, a reasonable time or arrangement must be allowed to secure the employee's pay, but in such cases the waiting period shall not start until the beginning of the next day, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Local Union not later than 12:00 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 the Agreement. Requests for additional time or variations to this Section must be filed with the Local Union or District Council prior to any change in the regular pay period.

Section 3. Employees feeling they have a grievance pertaining to any compensation for wages, travel time, or board and room shall file such claim with their employers as soon as possible.

Section 4. 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.

Section 5. Moneys earned shall be due and payable once a week at the shop at quitting time except where additional time is requested and found to be to the mutual advantage of all parties concerned.

Section 6. Employees laid off or discharged must be paid in full at the time of dismissal. Failure to do so, or failure to pay an employee on his regular payday, or payment of an employee by N.S.F. or otherwise non-negotiable check shall constitute a separate and willful violation of this Agreement. In such instances the Union, may at its discretion, assess damages against such employer to the extent of time and one-half of the employee's regular rate of pay for all "waiting periods" including Saturdays, Sundays, or holidays; or take any other remedial steps as outlined in the agreement. "Waiting time" shall be construed, for purpose of this Section, as not more than eight hours in any 24 hour period during which an employee has not received pay.

Section 7. The refunding of wages (commonly referred to as kickbacks) to employers or acceptance of said refund (or kickback) by an employer shall constitute a distinct and separate violation of this Agreement. This Section shall be in addition to any right accruing in Sections 221 and 225 of the Federal Labor Code which makes "kickbacks" punishable by fine and imprisonment.

Section 8. Wages

a) There shall be a sixty five cent (\$.65) per hour increase upon ratification of the Agreement, a ninety cent (\$.90) per hour increase on March 1, 2019, and a one dollar and fifteen cent (\$1.15) per hour increase on March 1, 2020.

<u>Journeyman Classification</u>	<u>Upon Ratification</u>	<u>3/1/2019</u>	<u>3/1/2020</u>
Taxable Hourly Wage	\$35.02	+\$0.40	+\$0.65
Health & Welfare	\$7.11		
Pension	\$4.55	+\$0.50	+\$0.50
Apprenticeship	\$0.30		
Total	\$46.98	\$47.88	\$49.03

b) Fifty cents (\$0.50) will be allocated to Pension per year.

c) Master Traffic Control Striper shall receive Journeyman rate plus three dollars (\$3.00) an hours.

d) Apprenticeship Classifications

1 st Period	60%	0-500 hours	\$21.01
		501-1000 hours	\$21.01
		1001-2333	\$21.01
2 nd Period	73%		\$25.56
3 rd Period	88%		\$30.82

* No fringes will be paid on 1st 500 hours - 1st period Apprentice. On 2nd 500 hours of 1st period Apprentice - H & W only will be paid.

** Dues Check off – % of base rate of all classifications per Local Union Bylaws.

***It is the desire of the employees that \$1.50 be deducted from the base rate and put into a vacation fund, controlled by the Employer and paid out twice a year - May and November and also in case of an emergency.

Section 9 OVERTIME All hours worked from 12:01 A.M. Saturday to 11:59 P.M. Sunday will be paid at the rate of time and one half based on the regular rate of pay. Every Sunday is optional with all Sunday hours being paid at time and one half.

All holiday hours to be paid at the rate of double time based on the regular rate of pay.

ARTICLE XVIII TRUSTS

Section 1. The established Employees Painters Trust Agreement (Spokane) and the Oregon and Southwest Washington Painters Pension Trust Agreement, are hereby made a part hereof, and all signatories to this Agreement are bound by the terms of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

Section 2. Trust Agreements (pension & Health & Welfare) can be amended by a majority of the Trustees of the Trust voting to do so at a Special or regular meeting of the Trust. But, before said Trust Agreement can be amended or changed, the Trustees must give the parties to the Collective Bargaining Agreement at least thirty (30) days written notice of their intent to change so that signatories may submit comments.

Section 3. Medical, Dental and Vision Plan

Each Employer covered by this Agreement shall pay to the Employees Painters Trust (Medical, Dental and Vision Plan) the sum of seven dollars and eleven cents (\$7.11). For each year of this Agreement, the Employer shall pay up to twelve cents (\$0.12) per hour towards any Health & Welfare increase. If the total is not used each year, the remainder shall roll over to be utilized the next year if needed. The total amount available from the Employer for Health & Welfare increases over the term of this Agreement is thirty six cents (\$0.36).

Section 4. Pension Plan.

Each Employer covered by this Agreement shall pay to the Oregon and Southwest Washington Painters Pension Trust the sum of four dollars and fifty five cents (\$4.55) per hour for each hour worked by each employee upon contract ratification and on March 1st through the remainder of this Agreement, except first, second and third period apprentices.

Any benefit increase incurred by apprentices that exceeds an annual pay increase will be funded by a reduction in the Oregon and Southwest Washington Painters Pension Trust contribution that meets the difference between pay increase and contribution rate increase. Employer will pay the difference for 1st bracket at 500 to 1000 hours.

Apprentices shall receive pension contributions as per their wage scale percentage.

A first period Apprentice shall receive no pension contributions for the first 1000 hours.

Section 5. Trust Funds established for the benefit of the employee shall continue in full force and effect provided, however, that the Union shall have the option to apply a portion of any wage increase to maintain or increase the level of benefits under any of the Trust Funds and provided, further, the Union shall have complete discretion with respect to the allocation of any increase or increases which shall accrue during the terms of this Agreement.

Section 6. Each Contractor shall pay to the Trust such amounts as are now or may hereafter, be agreed to in the collective bargaining agreements between the parties to such agreement, and such contributions shall be made in accordance with collective bargaining agreements between the parties to such agreement, the Trust Agreements and such regulations of the Trustees as are not inconsistent therewith, for all covered persons. Contributions shall be due and payable on the tenth (10th) day of each month for the monthly payroll period immediately preceding and each monthly payment shall include contributions for all payroll periods, which ended during the preceding month. Such contributions shall be made at the office of the Administrator of the Trusts. If payments of Contributions are not made, or if the forms or reports required by the Board of Trustees are not received by the Administrator of the Trusts by the twentieth (20th) day of the month, the Contractor shall be deemed delinquent. Payments shall be deemed made upon deposit of same in the United States Mail, postage prepaid, and postmarked prior to midnight of the twentieth (20th) day of the month.

Section 7. If an Employer fails to make contributions to the mentioned Trust Funds in five (5) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike) clause which may be provided or set forth elsewhere in this Agreement.

Section 8. It is hereby agreed to by all parties to this Agreement that no employer not signatory to an Agreement with District Council #5 shall be able to serve as a Trustee or committee person to the Trusts or Committees.

ARTICLE XIX APPRENTICESHIP AND TRAINING FUND

Section 1.

- a) Commencing with the first day of June, 1995 and for the duration of this Agreement, and any renewals or extensions thereof, the employer, as defined in the National Trust Indenture executed by and between the International Union of Painters and Allied Trades and Employer Associations in the Industry agrees to make payments to the Oregon and Southwest Washington Apprenticeship and Trust Fund for each employee covered by the Agreement, as follows:

- b) For each hour, or portion hereof, for which an employee receives pay the Employer shall make a contribution of thirty cents (\$0.30) per hour to the above named Apprenticeship Fund.
- c) For the purpose of this Article, each hour paid for, which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- d) Contributions shall be paid on behalf of employees starting with the employee's first day of employment in a job classification covered by this Agreement.
- e) The payments to the Apprenticeship Fund required above shall be made to the Oregon and Southwest Washington Apprenticeship and Trust Fund, which was established under an Agreement and Declaration of Trust dated first day of June, 1978. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

Section 2. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

Section 3. If an Employer fails to make contributions to the Oregon and Southwest Washington Apprenticeship and Training Trust Fund in five (5) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Section 4. The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of said Internal Revenue Code so as to enable the Employer at all times to treat Contributions to the Apprenticeship Funds as a deduction for income tax purposes.

Section 5. Travel time hours will not be included as part of the 7000 hours training required.

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

ARTICLE XX CHECK-OFF ADMINISTRATIVE DUES

Section 1. Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the District Council/Local Union By-laws and to remit said amount to the Union in the following manner:

- a) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the By-laws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- b) On or before the 10th day of each month, the Employer will remit per Article 20, *Section 6* the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each, during the applicable period.

Section 2. When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the Union of Painters other than the Union signatory hereto and the By-laws of that other Union contain a provision for administrative dues or business representative "assessment", the Employer shall check-off from the job administrative dues or business representative "assessment" in the amount stated in that other Union's By-laws, and shall remit said amount to that other Union. In that event, that other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement.

In performing the check-off, the procedure specified in Section (1) a-b will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative "assessment" specified in its By-laws and to submit to the Employer a copy of the By-laws or the applicable By-law provision. When the Signatory Employer performs a job within the jurisdiction of a Union affiliated with the Union of Painters other than the Union signatory hereto, and the By-laws of that other Union contains no provision for Administrative Dues or business representative "assessment", the Employer shall continue to be bound by Section 1.

Section 3. The obligations of the Employer under Sections (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

Section 4. At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the Employer, one copy retained by the employee, and the other returned to the Union, the form to be supplied by the Union.

Section 5. On or before the 10th day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

Section 6. Said District Council Dues shall be remitted monthly by each Contractor to the Trust Office from which said funds shall be transmitted to. If the Trust Office cannot receive the District Council Dues, the Contractors shall pay them directly to District Council #5.

ARTICLE XXI SEPARABILITY

Section 1. If any provision or part of this Agreement is held to be invalid by a Court of competent jurisdiction, the remaining provisions and parts shall remain unaffected and in full force and effect.

Section 2. Should any provision or part of this Agreement be declared invalid by a Court of competent jurisdiction, the parties hereto shall meet immediately for the purpose of re-negotiation of the provision or part so invalidated.

The employer and the Union will work together to mutually develop and implement innovative processes, procedures, and practices to design or enhance the efficiency of the company operations and the competitive posture of the company.

A committee made of four (4) persons, two (2) from management and two (2) from labor will comprise the committee. The committee will meet on a periodic basis to discuss the concerns of the company and Union.

If such negotiations do not result in an agreed substitute clause, the matter shall be referred to the arbitrator as referred to in Section 4 of Article 5 for final decision which shall be binding upon all parties to this Agreement.

Section 3. Any change in this Agreement or amendments before its date of expiration must be approved by the Union and the Employer.

ARTICLE XXII SUBCONTRACTOR CLAUSE

Section 1. Employer agrees to notify the Union of any bargaining unit work that he may be forced to subcontract to a contractor not signatory with the L.U.P.A.T. of that contractor's company name, address, and state contractor registration number.

ARTICLE XXIII TERMINATION FOR CAUSE

Section 1. Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two 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 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.

Section 2. A termination shall not be considered as "for 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 cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

Section 3. The provisions in subsections (1) and (2) notwithstanding, a Termination Review Committee composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and two (2) members appointed by the Employer Association"] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

**ARTICLE XXIV
EXPIRATION AND RENEWAL**

Section 1. This Agreement shall remain in full force and effect from March 1, 2018 until February 28, 2021, and shall automatically renew itself from year to year thereafter unless the employers or the Union gives written notice of intention to modify the terms of this Agreement or to terminate this Agreement at least 60 days prior to February 28, 2021 or as the case may be, of a subsequent anniversary date.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of March, 2018.

CONTRACTOR

DISTRICT COUNCIL #5

Apply-A-Line
Firm Name

I.U.P.A.T. District Council #5

175 Roy Rd. SW - Bldg. C
Address

11105 NE Sandy Blvd.

Pacific, WA 98047
Phone (253) 299-1200/Fax (253) 299-1250

Portland, OR 97220-2555
Phone (503) 257-6644/Fax (503) 256-5271



Michael Liljestrom



District Council #5 Representative

Date

5-18-18

Date



Ron Reilly



District Council #5 Representative

Date

5-18-18

Date

Addendum A
Light Commercial Projects

This is an addendum between IUPAT District Council 5, along with their affiliated Local Unions in the State of Oregon and Southwest Washington as defined by counties in the paint field agreement referred to as the "Union" and Apply-A-Line Inc.

Journeyman base rate = \$35.02
Light Commercial Rate = 80% of \$35.02 = \$28.02

Apprentice:

	<u>WAGES</u>	<u>H & W</u>	<u>PENSION</u>	<u>APPR.</u>
1st Period- (60%)				
0-500 hours	16.81	0	0	0
501-1000 hours	16.81	Full H&W	0	0
1001-2333 hours	16.81	Full H&W	60% of 80%	80%
2nd Period (73%)				
2334-4667 hours	20.45	Full H&W	73% of 80%	80%
3rd period (88%)				
4668-7000 hours	24.66	Full H&W	88% of 80%	80%
Journeyman	28.02	Full H&W	80%	80%

1. All increases in wage rates or fringes shall be calculated from the journeyman base rate in the 1st, 2nd, 3rd year.
2. Apprentice hours worked will be applied to total work hours for an increase in brackets.
3. Travel time will be paid at 85% of the travel rate in the "Oregon State and Southwest Washington Area Agreement for the Painting, Parking and Highway Improvement Industry" with all travel hours being paid at the rate of time and one half (1 ½).
4. Workers employed before June 1, 1998 will be grandfathered in and not required to work under this Addendum. These workers, if they choose voluntarily to work under the Addendum, may do so.
5. Mechanics and fulltime shop employees will be excluded from the 80% Addendum A - Light Commercial Projects' wages and receive normal contract rates when loading or unloading trucks and/or performing mechanics duties.
6. Light commercial work defined consists of any work contracted with non-Public Work Entities; i.e. Office Buildings, Commercial Property Management, Retail Businesses relating to commercial parking areas.

Light Commercial work will be designated by specific task codes relating to commercial work scope. Mechanics and full time shop employees excluded.

