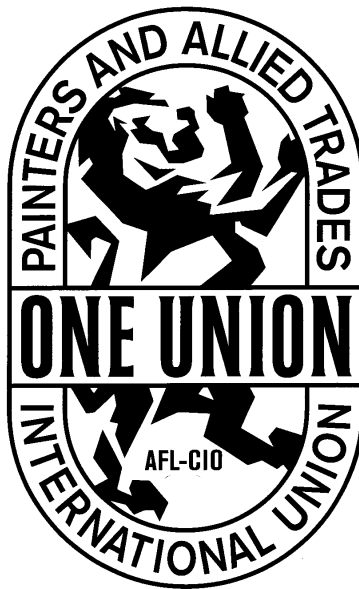


***IUPAT DISTRICT COUNCIL 5
WASHINGTON / IDAHO
MASTER AREA AGREEMENT
FOR THE
TRAFFIC CONTROL STRIPING INDUSTRY***



June 1, 2018 – May 31, 2023

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ARTICLE 1
PREAMBLE AND PURPOSE

- 1.1 This is a Collective Bargaining Agreement between IUPAT District Council 5 and Painters Local 1964 - Tacoma/Bremerton; Local 300 - Seattle; Local 427 - Pasco; and collectively referred to as the "Union", and _____, herein referred to as the "Employer". This Agreement shall also be binding on any person, firm, corporation, joint venture or business entity which signs this Agreement and which is approved by the Union.
- 1.2 The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Funds, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to promote efficiency and economy in the performance of painting, 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 2
SCOPE OF AGREEMENT

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

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

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

- i. Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices (barricades).
- j. The preparation and maintenance of all surfaces as outlined above.
- k. Employees performing fabrication and maintenance work on all vehicles and equipment.

ARTICLE 3
DEFINITIONS

3.1 Only three (3) classifications of employees shall be recognized, i.e. Master Traffic Control Striper, journeyman and apprentice.

- a. "Master Traffic Control Striper" is a journey-person who has advanced training in manufacturer's applications and warranty requirements; that can understand and apply customer specifications in the field; who is trained in maintenance and field repair of all equipment; who has complete control over application procedures and techniques and can make on site decisions under field conditions.

To maintain the highest standards of quality and production, there shall be an on-site Master Traffic Control Striper assigned to every crew, and any job working alone running a striping machine, hydro-blaster, etc.

- b. "Journeyman" is a person who has completed apprentice training or who has the ability and skill to read and analyze plans and specifications, to prepare materials and surfaces for application, to perform necessary layout, and trained in the five (5) following job operations:
 - 1. Striping (manually propelled machine) of all surfaces of streets, highways, parking lots, airports, curb, stencils, etc.
 - 2. Striping (mechanically propelled machine) of all surfaces as outlined for a manually propelled machine.
 - 3. Curbs, asphalt extruded, cement extruded, and performed curb, wheel stops, or bumper rail, composed of any material and affixed to the surface in whatever manner prescribed by specification.
 - 4. Delineating Device Application: Installation of any device or application of any material used in lieu of paint for traffic delineation commonly used in the area of this Contract Agreement such as the following: buttons, tapes and plastics, rumble 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.

- c. "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/She may perform all the functions as described within the journeyman class but under Journeyman's direction and instruction. Apprentices have to be accepted by the Joint Apprenticeship and Training Committee and registered with the Washington State Apprenticeship Council.

ARTICLE 4
RIGHTS OF THE PARTIES

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

ARTICLE 5
GRIEVANCE PROCEDURE

- 5.1 Except as expressly otherwise provided in this Agreement, there shall be no strike or lockout on any job over any grievance or dispute between the union and/or Employer and all grievances or disputes between the Union and the Employer, arising during the term of this Agreement or to its interpretation or application, shall be settled in accordance with the provisions of this Article.
- 5.2 In the event such a controversy, dispute or grievance arises, representatives of the Union and the Employer shall first attempt to settle the controversy, dispute or grievance. If not resolved within fourteen (14) days from the date the grievance is served, in writing, by either party upon the other, either party shall be authorized to refer the controversy, dispute or grievance to the Grievance Committee.

- 5.3 The Grievance Committee shall consist of two (2) members: one 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 within fourteen (14) days after its hearing or if a deadlock exists within the Committee, either the Union or the Employer may refer the matter for arbitration.
- 5.4 With respect to each case referred for arbitration, the Union and the Employer shall, by mutual agreement, select an arbitrator. If the parties are unable to agree upon the arbitrator, either party shall be authorized to request the Federal Mediation and Conciliation Service to submit a list of seven (7) names, and the Union and the Employer shall, alternately, each strike three (3) names from the list and the remaining one shall be the arbitrator. The arbitrator shall promptly hear and determine the dispute, controversy or grievance referred to him/her and his/her decision shall be final and binding. The arbitrator must render a decision within thirty (30) days.
- 5.5 It is the desire of the parties that the arbitrator decides each case and issues his/her written order on the date of hearing. However, the arbitrator may, at his/her discretion, take a case under advisement and issue a post-hearing opinion and order. The arbitrator's fee shall be paid by the party who loses the case; if the arbitrator believes that neither party substantially prevailed, the arbitrator may, in any such case, allocate his/her fee between the Union and Employer.
- 5.6 In the event the Union claims that an Employer has violated any of the wage, travel, subsistence or trust contribution provisions of this Agreement, the Union shall be permitted to take economic action against such Employer. If such Employer deposits a certified check in the amount claimed by the Union to be due, made payable to the Union, with a local bank and gives the Union notice that this has been done, the Union shall be required to refrain from further economic action and submit the matter to the Grievance Committee and the procedure under Section 3 of this Article shall apply. In the event the Union takes economic action pursuant to this Section, the Employer shall be liable for up to two (2) days lost wages and trust payments on wages sustained by their employees.
- 5.7 No claim for back pay, travel time, overtime, or any pay due and payable each week will be considered if filed later than thirty (30) days. However, this shall not preclude the right to hear any complaint during the term of this Agreement where in the evidence indicated a condition of chronic or continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement.

ARTICLE 6

UNION SECURITY

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

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

ARTICLE 7
PROTECTION OF RIGHTS

- 7.1 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or to work behind a primary picket line, including but not limited to a primary picket line, at the premises of the Employer or job site at which the Employer is engaged in painting, parking and highway improvement work.
- 7.2 The Employer who is party to this Agreement shall not subcontract any work covered by this Agreement to any Employer unless such Employer is a party to a Collective Bargaining Agreement with the Union doing work covered under the scope of this Agreement.
- 7.3 Except as provided in Section 2 of this Article, all work covered by this Agreement and customarily performed on the job site or in a shop by employees working under this Agreement shall continue to be performed on the job site or in the shop by employees covered under this Agreement.
- 7.4 It is the intent of the Employer and the Union to protect all job site work which has been traditionally performed by bargaining unit employees or which is fairly claimable as bargaining unit work as covered by this Agreement.

ARTICLE 8
SAFETY

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

ARTICLE 9
PIECE WORK PROHIBITED

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

ARTICLE 10
EMPLOYER RESPONSIBILITIES

- 10.1 The following requirements shall be applicable to all Employers who are parties to this Agreement.
- a. Every Employer, bound by this Agreement, is required to notify the Union in writing, by Certified mail, within thirty (30) days after any change in ownership. If such notice is not given, the Employer shall be liable for all losses sustained within the thirty (30) days following such change in ownership.
 - b. Any Employer shall also be liable for compliance with all of the terms of this Agreement with respect to any existing or future person, firm, corporation or other business entity engaged in whole or in part in painting, 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 thirty (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 terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered within the scope of this Agreement.
 - e. The Employer agrees that on work performed coming under the scope of this Agreement where plans or specifications have been provided by an awarding authority, said specifications shall be available for inspection by the representative of the Union and/or District Council.

- f. The following information shall be required when an Agreement is signed: Washington State Contractor's Registration number and the bond required by this Agreement. The Employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper time cards for all employees and suitable payroll check stubs and other records required by law.
- g. Employer agrees to notify Union of any bargaining unit work that they may be forced to subcontract to a contractor NOT signatory with the IUPAT and the Employer agrees to supply the IUPAT with the subcontractors name, address and state contractors registration number.

ARTICLE 11
EMPLOYEE RESPONSIBILITIES

- 11.1 Vacations may be scheduled throughout the year under the following conditions; vacations scheduled between November 1st and May 30th will be granted when the Employer is given 30 days' notice, with the number of people being on vacation at any one time being at the employer's discretion. Vacation scheduled between June 1st and October 31st will be allowed at employer's discretion; due to backlog and scheduling, and 30 days' notice given.
- 11.2
 - a) Employees will be notified prior to 9:00 a.m., when scheduled to work that day. If requested to be on standby after 9:00 a.m. by Management, the employee has the option to accept. If the employee so elects, Management will notify the employee as soon as possible whether to report for work or not. If unsure, the employee may contact the office.
 - b) Employees working night shift will be notified by 3:00 p.m. if they are scheduled to work that night. If requested to be on standby after 3:00 p.m. by Management, the employee has the option to accept.
 - c) An employee on standby will be notified as soon as possible when there isn't work available on that shift.
- 11.3 If a regular employee is called to work the Employer will extend every reasonable effort to have him/her work twenty-four (24) hours that week, except for conditions beyond the Employer's control.
- 11.4 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.
- 11.5 The employee will be given twenty-four (24) hours' notice by the Employer before leaving for out of town. Twenty-four (24) hours' notice will be given for Saturday or Sunday work unless there are circumstances beyond the Employer's control.

ARTICLE 12
EMPLOYER'S BOND

KNOW ALL MEN BY THESE PRESENTS;

That we, _____ as Principal, and _____ a corporation organized and existing under the laws of the State of Washington and authorized to transact surety business in the State of Washington, as surety, are held and firmly bound unto IUPAT District Council 5, and/or Local Unions and/or Trust Funds established by the Washington Painting and Highway Improvement Agreement (hereinafter referred to as the Contract) in the sum of **one thousand five hundred dollars** (\$1,500.00) lawful money of the United States to be paid to IUPAT District Council 5, and said Trust Funds, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this _____ day of _____ 20 ____ .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT, WHEREAS the said Principal has entered into a Contract with said IUPAT District Council 5 and/or Local Unions where Principal has agreed to make certain Trust Fund Contributions and which contract required said Principal to furnish a bond in the penal sum of **one thousand five hundred dollars** (\$1,500.00) with good and sufficient surety.

NOW, THEREFORE, if said Principal shall comply with the provisions of Section 2, Article 20 of said Contract as it related to contributions to Health and Welfare, Pension Trust Funds, then the above obligations shall be null and void; otherwise, to remain in full force and effect. The surety may cancel this bond upon ten (10) days' written notice to said IUPAT District Council 5 and Local Unions.

(Seal of Union)

Firm name

By Attorney-in-fact

ARTICLE 13
EMPLOYMENT

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

- 11.2 In the employment of workers for all work covered by this Agreement, the following provisions shall govern:
- a. The Union shall establish and maintain open non-discriminatory employment lists for employment of workers in the Employer's trade, including journeymen and apprentices, and non-member workers who may make application.
 - b. Whenever desiring to employ workers, the Employer shall call upon the Union or its agent for any such workers as it may, from time to time need, and the Union shall immediately furnish, to the Employer, the required number of workers as specified by the Employer.
 - c. If so requested, by the Employer, the Union shall furnish a specifically named worker, provided he/she is available for employment, and a local worker ("local" meaning within the jurisdiction of that local Union hiring hall).
 - d. When the Employer hires a new Employee the employee will be required to report to work with a work referral (dispatch. obtained from the union hall).
- 11.3 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 twenty-four (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 twenty-four (24) hours report to the Union or its agent such worker by name and Social Security Number.
- 11.4 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.
- 11.5 An Affirmative Action Program, to encourage the employment of minorities, by the Employers covered under this Agreement, shall be established.
- 11.6 It is agreed that Employers signatory to this Agreement shall adopt and accept the terms and conditions of the Washington State Apprenticeship Standards, the Local Joint Apprenticeship and Training Committee and the Washington State Apprenticeship Council.
- 11.7 The Apprenticeship Coordinator will contact the Employer annually prior to September 1st to set up classes and curriculum.

ARTICLE 14 **JOB STEWARDS**

- 14.1 The Business Representative of the Union shall, after conferring with the Employer, have the authority to appoint job stewards as needed, and shall notify the Employer, in writing, of the appointment. The job steward shall have time to perform his/her duties pertaining to Union affairs, but the time so spent shall not interfere with the Employer's work.

- 14.2 The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed. Whenever reasonable, the Business Representative will notify the Employer of their visit.

ARTICLE 15
HOURS OF WORK AND WORK RULES

- 15.1 Eight working hours in one day shall constitute a day's work. Hours in excess of eight (8) on Monday through Friday shall be paid at the rate of time and one half. Hours in excess of forty (40) hours in any work week, shall be paid for at the regular overtime rate of time and one half (1½).
- a. All compensable hours worked from 12:01 a.m. Saturday to 11:59 p.m. Sunday shall constitute time and one half (1½) for the first Sunday worked, and shall count towards double time on every Sunday thereafter worked consecutively until a break in the schedule occurs on Sunday work.
 - b. Employees required to report for work without a minimum of ten (10) hours between shifts, from end of shift, shall be compensated at the rate of time and one half (1½) for that shift. Employees required to work without a minimum of ten (10) hours between shifts, and have duly notified the Operations Manager, shall be compensated at the rate of time and one half (1½).
 - c. When possible, Employee's start times for the upcoming day's work will be posted at the dispatch office by 5:00 p.m. However, the determining factor for start times shall be by means of telephone call one hour prior to start time.
 - d. If there are not at least ten hours between shifts going into a Saturday or Sunday, that shift will be paid at double time.
 - e. Employees working in the shop, or loading a truck for the day's work, shall be paid at the current LCPA rate (i.e. 80%).
 - f. Employees required to start a shift between 3:00 p.m. and 4:00 a.m. shall receive two dollar and eighty-five cents (\$2.85) per hour premium added to their regular rate of pay for all hours worked on that shift.
- 15.2 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.
- 15.3 Employees are prohibited from reporting to the job or shop more than thirty (30) minutes before working time.

- 15.4 It shall be understood that the preparation of materials and equipment or the cleaning up and removal of same is to be performed by employees or the Employer, within working hours. All employees shall be allowed five (5) minutes before lunch and at the end of a shift for personal cleanup.
- 15.5 Employees who report at the time they are instructed by the Employer or their agent, and who are not put to work shall be paid one-half (½) day's pay, except where workers are not put to work because of inclement weather or other conditions beyond the Employer's control.
- 15.6 Normally no employee shall be allowed to use their truck or car to transport materials or equipment of any type for the Employer at any time. Any employee who uses their car or truck to transport material or equipment of any type for the Employer at any time shall be paid the current IRS Standard Business Mileage Rate per mile, with a minimum of twenty-five dollars (\$25.00) per day. No employee shall use their own vehicle unless requested to do so by the Employer under the terms agreed to above and only if the Employer's public liability policy protects the employee.
- 15.7 No employee shall be allowed to rent or lease equipment to the Employer for whom he/she is employed.
- 15.8 If an employee is out of town at the Employer's request, from November 1st to June 1st, and unable to work because of inclement weather or other conditions beyond the Employer's control, he/she will be paid two (2) hours at their regular time rate. During the remainder of the calendar year, he/she will be paid four (4) hours wages/benefit at the regular time rate.

ARTICLE 16
SUBSISTENCE PAY, TRAVEL TIME AND MILEAGE

- 16.1 During the lifetime of this Agreement, each signatory Employer will be allowed to designate only one (1) town as the base of their operations and they will state in writing, to the Union, whether the shop, the Union Hiring Hall or the County Courthouse will be used as starting point for purpose of travel pay during the lifetime of this Agreement. Travel time shall be defined as all time required to travel from the employees' permanent established yard to the job site and from the job site to the employees' permanent established yard.
- 16.2 All toll bridges, ferry or other forms of transportation expenses shall be paid by the Employer in addition to the regular transportation expense covered by Section 3 of this Article.
- 16.3 Travel time:
Travel time for drivers will be paid at the following rates of pay:
- a. Travel Time (Drivers) scale will be paid at sixteen dollars (\$16.00) per hour to be paid at time and one half (1½) or twenty-four dollars (\$24.00) per hour for all Travel Drive time.

- b. Riders rate of pay at Washington State's Minimum Wage rate to be paid at time and one half (1½) for all travel time. 2018 rate is eleven dollars and fifty cents (\$11.50) per hour with time and one half (1½) paid at seventeen dollars and twenty five cents (\$17.25) per hour.
 - c. Travel time for Sunday shall be paid at the regular drive time rate of twenty-four dollars (\$24.00) per hour unless the driver is required to travel out of the area and does not work a shift upon arrival at the job site. 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.
 - d. Full fringes will be paid on all travel time hours.
 - e. Travel hours do not accumulate to the forty hours (40) per week for purposes of overtime based upon the regular hourly wage rate.
 - f. Employees required to travel over 75 radius miles with less work hours than travel hours will receive per diem at \$35.00 per day or actual reasonable expenses, whichever is greater. Employees required to travel by air will be compensated at the travel rate specified for drivers for all hours commencing at prescribed airport arrival time and end of actual airport destination arrival time.
- 16.4 Where employees are working on jobs which require them to be away from home overnight, the Employer shall pay the actual cost of lodging together with meal allowances. Effective June 1, 2018 through May 31, 2023, the meal allowance shall be \$35.00 per day. When subsistence pay is paid the day before for departure for out of town, it will be paid for that day when the employee returns at 9:00 p.m. or later.
- 16.5 Employers signatory to an Agreement with a District Council, Local Union or International Union in another area and coming into or under the jurisdiction of the Washington Area Agreement for the Painting, Parking and Highway Improvement Industry shall use the Local Union dispatch point for purpose of travel pay for local employees hired. Job sites shall not be considered as such Employer shop or place of business.
- 16.6 Management agrees to pay Employee wages for time spent training if the subject is a Management requirement. If required by the Federal, State of other regulatory agency beyond Management control it will be the Employee's responsibility.

ARTICLE 17
OUT OF AREA WORK

- 17.1 The Employer, when engaged in work outside the geographical jurisdiction of this Agreement, shall register their jobs, before starting to work, with the Local Union in the work area, and the Employer agrees, subject to their 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 that these workers are qualified to meet the job requirements. It is mutually agreed that the first worker on the job may be from the Employer.

- 17.2 In the event that 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.
- 17.3 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 18

WAGES AND CLASSIFICATIONS

- 18.1 All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par or by lawful currency in an envelope. In either case, a receipt (check stub) showing the employee's and Employer's names, rate of pay, dates and hours worked both regular and overtime, travel and subsistence pay, and all deductions made and amounts due shall be given each employee. No more than five (5) days' pay shall be held back. The said payments shall conform with all provisions pertaining to the payment of employees as required in this Agreement and Federal and State laws. Violation of this clause shall be deemed sufficient reason for removal of employees by a Local Union and/or District Council Representative, and said removed employee(s) shall be paid waiting time as per Section 6 of this Article.
- 18.2 In the case of an out-of-town contractor, a reasonable time or arrangement must be allowed to secure the employee's pay, but in such cases the waiting period shall not start until the beginning of the next day, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Local Union not later than 12:00 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.
- 18.3 Employees feeling they have a grievance pertaining to any compensation for wages, travel time or board and room shall file such claim with their Employer as soon as possible.
- 18.4 It is agreed by the Union and the Employer that the wages and conditions described in this Agreement are the minimum wages and conditions for dispatching of employees and no employee shall be permitted to work for any Employer, signatory to this Agreement, for wages or under conditions below the minimum described herein.
- 18.5 Moneys earned shall be due and payable weekly at the shop at quitting time except where additional time is requested and found to be to the mutual advantage of all parties concerned.

18.6 Employees laid off or discharged must be paid in full at the time of dismissal. Failure to do so, or failure to pay an employee on their regular payday, or payment of an employee by N.S.F. or otherwise non-negotiable check shall constitute a separate and willful violation of this Agreement. In such instances the Union, may at its discretion, assess damages against such Employer to the extent of time and one-half (1½) of the employee's regular rate of pay for all "waiting periods" including Saturdays, Sundays or holidays; or take any other remedial steps as outlined in this Agreement. "Waiting time" shall be construed, for the purpose of this Section, as not more than eight (8) hours in any twenty-four (24) hour period during which an employee has not received pay.

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

18.8 Wages and Benefits

- a. There shall be a one dollar and twenty cent (\$1.20) per hour increase upon ratification of the Agreement, a one dollar and thirty-five cent (\$1.35) per hour increase on June 1, 2019, and a one dollar and thirty-five cent (\$1.35) per hour increase on June 1, 2020. On June 1, 2021 and June 1, 2022, there shall be wage openers. All increases shall be allocated by a vote of the employee members.

Journeyman Classification	<u>8/6/2018</u>	<u>6/1/2019</u>	<u>6/1/2020</u>	<u>6/1/2021</u>	<u>6/1/2022</u>
Taxable Hourly Wage	\$ 30.50	+\$1.35/per	+\$1.35/per		
Health & Welfare	\$ 7.32	hour on	hour on	Wage	Wage
IUPAT Pension	\$ 3.21	June 1,	June 1,	Opener	Opener
WW Pension	\$ 5.00	2019	2020		
Apprenticeship	\$ 0.20				
TOTAL	\$ 46.23	\$ 47.58	\$ 48.93	TBD	TBD

- b. Master Traffic Control Striper shall receive Journeyman rate plus three dollars (\$3.00) an hour.

c.	6 th bracket apprentice	(95%)	(5,834 – 7,000 hours)	\$28.98
	5 th bracket apprentice	(90%)	(4,667 – 5,833 hours)	\$27.45
	4 th bracket apprentice	(85%)	(3,500 – 4,666 hours)	\$25.93
	3 rd bracket apprentice	(75%)	(2,334 – 3,499 hours)	\$22.88
	2 nd bracket apprentice	(65%)	(1,167 – 2,333 hrs)	\$19.83
	1 st bracket apprentice	(60%)	(0 – 1,166 hrs)	\$18.30

(0 - 500 hours) – no fringes

(501 - 1000 hours) – H & W only

(1001 - 2333 hours) – includes fringe package**

***Fringe package includes full H & W contributions and same percentage on pension as wage progression for 1st, 2nd, 3rd, etc. bracket apprentices.*

- d. The Employer agrees to deduct Administrative Dues Check-off from employees at 3.71% of gross earnings.
- e. Utility person will be assigned to shop work only. No more than one Utility person per shop and the wage scale for Utility person shall be that of 1st bracket Apprentice, except no fringes shall be paid on the Utility person.
- f. Advanced Utility Shop person – minimum wage rate of \$16.00 per hour plus full fringe package with annual increases same as negotiated. An employee must have three years experience as Utility person before moving to Advance Utility Shop person.
- g. Any benefit increase incurred by the Apprentices that exceeds an annual pay increase will be funded by a reduction in the WWPPT contribution that meets the difference between pay increase and contribution rate increase. The Employer will pay the difference for 1st Bracket at 500 hours – 1,000 hours.
- h. This Agreement shall prevail over any and all City of Seattle Paid Sick/Safe Leave Ordinances, Labor and Management agree to meet and discuss a potential PTO plan if mutually agreeable to do so.
- i. For each year of this Agreement, the Employer shall pay up to ten cents (\$0.10) 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 cents (\$0.30). Additional maintenance of benefits for Health and Welfare may be considered at the time of the June 1, 2021 and June 1, 2022 wage and benefit openers.

ARTICLE 19

TRUSTS

- 19.1 Each Employer signatory to this Agreement is required to make reports to the Trust (see Article 20) and remit with contributions, if any due, to IUPAT Western Benefit Funds, PO Box 24844, Seattle, WA 98124-0844 (hereinafter called the central distribution point) or such other place as may be designated. The report and payment must be postmarked by the Post Office no later than the fifteenth (15th) day of the month following the month in which the hours are worked.
- 19.2 In the event an Employer fails to make any of the contributions or remittances as required by this Agreement, such Employer shall be required to pay, in addition to the principal sum due, liquidated damages in the amount of \$25.00 for each month's delinquency (divided as follows: \$10.00 to Health & Welfare; \$10.00 to Pension and \$5.00 to Apprenticeship) or 10% of the amount due, whichever is greater, and shall also be liable for reasonable attorney's fees and the costs of collection. In the event suit is initiated, it is agreed that such suit shall be filed in a court of competent jurisdiction (either State or Federal) located in King County, Washington.

- 19.3 By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreements establishing the Funds referred to in this Article and agrees to be bound by all past and future lawful acts of the Trustees of each such Fund. The Employer shall not be bound by the terms of any Trust Agreement or the actions of Trustees of any Trust Fund unless the Employer is obligated to make contributions to such Fund pursuant to this Agreement.
- 19.4 The Grievance Committee, Trusts or the Union shall have the authority to appoint a C.P.A., who shall have the right to enter upon the Employer's premises at a reasonable time, during normal business hours, and inspect and copy business records and conduct other duties relevant to their function as ordered by the Grievance Committee, Trust or Union. Such records as required by said agent to perform their duties will be provided by the Employer.
- 19.5 It shall be the duty and right of the Trustees of the Trusts to audit each Employer party to this Agreement once each three (3) years. The net costs of any such audit shall be borne pro rata by the Trusts and the Union.
- 19.6 If an Employer audit conducted under the authority granted by this Agreement reveals an under-payment of either wages or fringe benefits (Health & Welfare, Pension, Apprenticeship, etc.) the Employer shall be required to pay the entire costs of the audit and liquidated damages due; unless, if in the opinion of the party or parties conducting the audit, the errors are due to inadvertent mathematical mistakes; and providing however, the contractor has, in the opinion of the auditor, a satisfactory bookkeeping system or accounting firm; and/or unless, the underpayment of fringes as revealed by an audit, is less than 2% for the period under audit.
- 19.7 The Union, through the BeneSys, the third party administrator, will respond in writing with 10 business days of receiving a request from the Employer with either the following form or, if not paid up on benefits, with written communication to that effect.

ARTICLE 20
TRUST FUNDS BENEFIT LEVELS

- 20.1 Trust Funds heretofore 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.
- a. Effective July 1, 2018, each Employer shall pay \$7.32 per compensable hour for each employee to the Painters Trust Health & Welfare, Dental and Vision Plan to the Painters Trust.
 - b. Effective June 1, 2018, each Employer shall pay \$5.00 per compensable hour for each covered Journeyman to the Western Washington Painters Pension Trust. Apprentices shall receive contributions as per their wage scale percentage as per Article 18, Section 8c.

- c. Effective June 1, 2018, each Employer shall pay \$0.20 per compensable hour for each employee to the Western Washington Apprenticeship and Training Trust.
- d. Effective June 1, 2018, each Employer shall pay \$3.21 per compensable hour for each covered employee to the IUPAT Union and Industry Pension Fund. Apprentices shall receive contributions as per their wage scale percentage as per Article 18, Section 8c.

ARTICLE 21
SEPARABILITY

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

ARTICLE 22
IUPAT PENSION

- 22.1 Commencing with the 1st day of June 1992, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
 - a. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of three dollars and twenty-one cents (\$3.21) to the IUPAT Union and Industry Pension Plan for each covered Journeyman. Apprentices shall receive contributions as per their wage scale percentage as per Article 18, Section 8c.

- b. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- c. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees. However, no contributions shall be made on behalf of 1st Bracket Apprentices for a period of six months following their initial employment with any employer.
- d. The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though they had actually signed the same.

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

22.3 All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article 5, Section 6 of said Agreement and Declaration of Trust.

22.4 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereto to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedures or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

22.5 The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Codes so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

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ARTICLE 23
EXPIRATION AND RENEWAL

This three year Agreement shall remain in full force and effect from June 1, 2018 until May 31, 2023 and shall automatically renew itself from year to year thereafter unless the Employer or the Union gives written notice of intention to modify the terms of this Agreement or to terminate this Agreement at least sixty (60) days, but not more than one hundred twenty (120) days, prior to May 31, 2023 or as the case may be, of a subsequent anniversary date. Either the Union or the Employer, if such party has given notice of intent to modify this Agreement, may terminate this Agreement by written notice any time after May 31, 2023.

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

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ADDENDUM A
LIGHT COMMERCIAL PROJECTS

This is an Addendum between IUPAT District Council 5 along with their affiliated Local Unions, collectively referred to as the “Union”, and _____, herein referred to as the “Employer”.

Journeyman Base Rate	=	\$30.50	
80% of \$30.50	=	\$24.40	Light Commercial Projects Rate (L.C.P.A.)
(60%) (0 – 500 hours)	=	\$14.64	+ (no fringe benefits)
(60%) (501 – 1,000 hours)	=	\$14.64	+ full H & W
(60%) (1,001 – 1,166 hours)	=	\$14.64	+ full H & W, (60% of 80%) Pension & (80%) Apprenticeship
(65%) (1,167 – 2,333 hours)	=	\$15.86	+ full H & W, (65% of 80%) Pension & (80%) Apprenticeship
(75%) (2,334 – 3,499 hours)	=	\$18.30	+ full H & W, (75% of 80%) Pension & (80%) Apprenticeship
(85%) (3,500 – 4,666 hours)	=	\$20.74	+ full H & W, (85% of 80%) Pension & (80%) Apprenticeship
(90%) (4,667 – 5,833 hours)	=	\$21.96	+ full H & W, (90% of 80%) Pension & (80%) Apprenticeship
(95%) (5,834 – 7,000 hours)	=	\$23.18	+ full H & W, (95% of 80%) Pension & (80%) Apprenticeship
Journeyman	=	\$24.40	+ full H & W, (80%) Pension & (80%) Apprenticeship
Master Traffic Control Stripper	=	\$26.80	+ full H & W, (80%) Pension & (80%) Apprenticeship
Night Shift	=	\$26.68	+ full H & W, (80%) Pension & (80%) Apprenticeship
Travel Time – Drivers	=	\$19.20	+ Applicable H & W, Pension & Apprenticeship
Travel Time – Riders	=	\$17.25	+ Applicable H & W, Pension & Apprenticeship

1. All increases in wage rates shall be calculated from the Journeyman Base Rate in the 1st, 2nd and 3rd year.
2. Apprentices’ hours worked will be applied to total hours for an increase in brackets.
3. Workers employed on the date of June 1, 1998 will be grandfathered in and not required to work under the Light Commercial Projects Addendum.

ADDENDUM B

The parties agree that Article 3, Section 1a shall not apply to operations in Eastern Washington where multiple striping crews are working in close proximity and are supervised by a Master Control Striper. This will not apply to prevailing wage work.

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ADDENDUM C

On a case by case basis the Union and the Employer may, by mutual agreement, craft a transitional agreement to apply to ventures referred to in Article 10, Section 1d.

The goal of this transitional agreement is conversion to the regular Collective Bargaining Agreement. This transitional agreement is not to be considered a permanent agreement.

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June 2018

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