

April 20, 2021

## IUPAT DISTRICT COUNCIL 5 / LOCAL 427

# EASTERN WASHINGTON/NORTHERN IDAHO MASTER AREA AGREEMENT FOR THE INDUSTRIAL PAINTING INDUSTRY



**July May 1, ~~2018~~ 2021 – June 30, ~~2020~~ 2022**

**Green underlined = proposed new language**

**~~Red crossed out = remove language~~**

**TA = Tentative Agreement**

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April 20, 2021

## **PREAMBLE**

WHEREAS, it is desired by the parties hereto to enjoy harmonious relations between said parties and the public, and

WHEREAS, the parties hereto desire to protect and safeguard the health and safety of its members, and to maintain stability of conditions of employment and other mutually beneficial relations and to prevent strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time;

WHEREAS, the purpose of this Agreement is to establish uniform conditions of employment; a Pension Plan; a Health and Welfare Plan; and, an Apprentice Program, and

NOW THEREFORE, in consideration of the promises and of the covenants contained hereinafter, it is mutually agreed between the parties hereto as follows:

## **ARTICLE 1** **RECOGNITION**

- 1.1 This Agreement is made and entered into on ~~July 1, 2018~~ May 1, 2020 by and between IUPAT District Council 5, of the International Union of Painters and Allied Trades, and its affiliated Local Unions and any individual Employers who may affix their signature to this Agreement from time to time.
- 1.2 Each Employer who is bound by this Agreement recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive bargaining representative of all the Employer's Employees who are engaged in the performance of any painting as described in Article 4 of this Agreement, within the Union's territorial jurisdiction.
- 1.3 Nothing herein contained shall prohibit or restrict the Union from their collective bargaining, which may be legally allowed for them with other parties.

## **ARTICLE 2** **AREA & WORK COVERED BY AGREEMENT**

- 2.1 The Employer agrees to be bound to this Agreement while working in the following counties in Eastern Washington; Okanogan, Chelan, Kittitas, Yakima, Douglas, Grant, Benton, Franklin, Walla Walla, Adams, Lincoln, Ferry, Stevens, Pend Oreille, Spokane, Whitman, Garfield, Asotin, Columbia, and the Northern Idaho Counties of Kootenai, Boundary, Bonner, Benewah, Latah, Shoshone, Nez Perce, Clearwater, Lewis, and Idaho County and any other territory granted to District Council 5 by the Executive Board of the International Union of Painters and Allied Trades, and will be bound by the Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon, Idaho, Utah and Alaska when working in those areas.

- 2.2 When working outside the counties covered by this Agreement, an Employee covered by this Agreement shall receive the wages most favorable to the Employee. All fringe benefits shall be paid into the Employees' "home" funds.

### **ARTICLE 3** **OUT OF AREA**

- 3.1 The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed from the Contractor's home area.
- 3.2 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to Employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such Employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such Employees. Employees will receive the higher total package with any difference in wages will be applied to the base wages. In situations covered by the last proviso fringe benefit contributions on behalf of such Employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the Employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts.

### **ARTICLE 4** **SCOPE OF WORK**

- 4.1 Painting and Drywall work as those terms are used in this Agreement include but are not limited to the following: All painting, coating, lining, decorating, fabric-panel systems, paperhanging, including the hanging of vinyl, canvas, tacking on of muslin and all material of whatever kind or quality applied to walls, or ceilings, by any method of attachment. Spackling of all surfaces and application of texture finishes where adhesive materials are used, radiant heat fill, and all preparatory work of spotting, pointing, taping, finishing and sanding of joints and surfaces, fireproof coatings, fiberglass coatings, exterior insulated wall system, hardwood, pre-finishing doors, cabinets, sash, trim and furniture finishing, waxing, oiling, staining, application of hot and cold

enamels, waterproofing, protective coatings, polyester, polyurethane, epoxy, resin and acrylic coatings. The applications of all paints, pigments, extenders, metal primers, metal pigments, binders, thinners, dryers, sealers, water colors, acoustical wall panels, i.e., stretch panels, etc., cathodic coatings, elastomeric roof coatings, liners, PVC liners, acid staining, epoxy coatings and any other treatment / coatings applied to any concrete surface including floors; as applied by any method. The preparation of interior and exterior surfaces with liquid steam, sandblast, waterblast, shot blast or any other blast system or process including sandblast pot tending and preparation for metalizing and metalizing. Painting work also includes the handling and all preparatory work incidental to painting, coating, paperhanging; removal, encapsulation, enclosure or any other activity pursuant to lead, chromium, zinc or other surface coating or contaminated surface abatement, painting paperhanging, building of any structures or enclosures for both negative and positive pressure chambers pursuant to lead abatement or any other substrate cleaning process, decorating or drywall finishing of any surfaces, highway and parking lot striping and all other work which is usually executed by Painters, Decorators, Paperhangers, Hardwood Finishers and Drywall Tapers and Finishers, and the operation and care on the job site of all tools and equipment used by all trades coming under the jurisdiction of the International Union of Painters and Allied Trades (IUPAT) including brushes, rollers, spray painting equipment, trowels, mops, squeegees or other miscellaneous hand and power-driven tools including sandblasting equipment, ladders, scaffolding and other rigging including but not limited to such equipment as mechanized or mobilized scaffolding which may be operated by Painters and the job site operation and maintenance of all types of compressors.

- 4.2 Painting and Drywall work also includes work, materials, equipment or processes, which are substituted for the matters covered in the above Section.

## **ARTICLE 5** **DEFINITIONS**

- 5.1 Union: IUPAT District Council 5, consisting of the present Local Unions and others which may affiliate during the term of this Agreement.
- 5.2 Association: The Eastern Washington-Northern Idaho Paint Contractor Association and others which may affiliate during the term of this Agreement.
- 5.3 Labor/Management Committee (L/M): A joint committee made up of equal members of Labor and Management.
- 5.4 Contractor: An individual, firm, corporation, or partnership whose principal business is painting and decorating; which maintains at all times a permanent place of business (no PO Box), employs at least one Journeyman who will be a member of the Union, and has the required State and Federal licenses and Employer registration; and is signatory to this Agreement.
- 5.5 Independent Signatory: Any Contractor described above who executes this Agreement but is not a member of the Association as described above.

- 5.6 Employer”: Any person, firm, corporation, joint venture, partnership or any other business entity party to this Agreement, who hires Employees under the scope of this Agreement.
- 5.7 Industrial Painting: To provide services under the terms and conditions set forth herein, and to do so upon or within any structure, facility, surface, or item which is established or constructed for purposes of conducting industrial related commerce. Industrial related commerce may include but is not limited to site maintenance of industrial facilities, treatment plants, pipelines, towers, dams, power facilities, L.N.G. facilities, tank farms, pulp and/or paper facilities, aluminum smelters, shipyards, ~~all locations at the Hanford Site/Reservation including construction or maintenance activities associated with the Hanford site, vitrification plants, and other similar structures all of which contain extensive use of metal or concrete components in their construction.~~ Industrial Painting may involve projects where elements normally considered Commercial work may be present, however the scope or quantity of commercial type work involved may be less than that required to cause the overall project classification to be altered. Industrial Painting shall be other than Commercial or Residential work. ~~Above language removed per MOU signed~~
- 5.8 Journeyman Painter:
- a. Group I: This wage classification shall is defined as the highest skilled Journeyman of the Industrial Painting field. They (Group 1Journeyman) shall remain current with training classes and certifications as outlined in “Attachment 1” of this Agreement. This wage classification shall be used to establish the Apprenticeship wage rates for the areas described in Article 17.This wage and fringe benefit package shall also be used for the purpose of reporting to Federal and State agencies in order to establish or update published prevailing industrial wage rates for the Journeyman Painter classifications on Davis-Bacon and State Prevailing Wage projects.
  - b. Group II: This wage classification shall be defined as Painters who have completed a certified apprenticeship program or have at least ~~3~~ 4 years of painting experience but have not completed all the safety training or acquired the necessary skills certifications required to be classified as a Group 1 Journeyman Painter (see Attachment 1).
- 5.9 Apprentice”: An individual registered with, and accepted by, the Joint Apprenticeship Training Committee in accordance with the Apprenticeship Training Laws of the State of Washington for the purpose of learning the painting and decorating craft. Apprentices are subject to all terms, conditions, etc. as described in Article 18.
- 5.10 Shop Worker: An Employee working in the Employer’s permanent shop located at employer’s address approved by the Union and Employer. There shall be no “field” shops. Shop work will engage in miscellaneous job duties as assigned. If shop moves to another location, the Employer will notify the Union. The Special shop rate will be 84% of Journeyman Group 1 rate.
- ~~5.10~~ Utility Worker: Persons who do only cleaning and incidental work. This person shall not use any of the tools of our trade, or perform any of the tasks of our trade, with the

exception of scaling, covering, dusting, scaffolding, truck driving, and shop cleaning. Utility Worker will not engage in any work that involves hazardous or toxic materials. Minimum pay will be \$14.00 per hour. The minimum pay shall comply with Washington State minimum wage laws. They will not pay dues check-off or be a member of the Union. Utility Workers will obtain a dispatch from the Local Union within three days of hire.

- 5.11 Employee: Persons formerly referred to as General Foreman, Foreman, Leadperson, Journeyman Painter, Apprentice, Utility Worker or member as defined in this Article.
- 5.12 Foreman: A Journeyman designated by the Contractor, or responsible for the job or in charge of a crew of ~~five (5)~~ four (4) to ~~nine (9)~~ eight (8) persons covered by this Agreement.
- 5.13 General Foreman: A Journeyman designated by the Contractor, or in charge of a crew of ~~ten (10)~~ nine (9) or more persons covered by this Agreement.

## **ARTICLE 6**

### **PROTECTION OF RIGHTS**

- 6.1 Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in legitimate primary labor dispute with any bona fide labor organization.
- 6.2 Except as specifically limited by this Agreement the Employers shall have exclusive right to manage their 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 regulate the use of all equipment, materials, tools, and other property of the Employer and to maintain efficiency among its Employees.
- 6.3 All painting, taping and allied work of the painting industry coming under the jurisdiction as outlined in Article 4 of this Agreement, and all other work awarded to the International Union of Painters and Allied Trades must be done by Employees who receive wages and benefits equal to or better than those provided in this Agreement, except where National Labor Agreements are used, and call for a lesser wage.
- 6.4 If the Union grants more favorable wages, benefits, hours or working conditions, then a signatory Employer shall be entitled after request to the same conditions for similar work in the same area. The Union will notify each Employer of any such situations.
- 6.5 In subletting work from the Employer's shop, a Union shop will be given preference. The Local Painters Union will provide the company with a list of other union Contractors for consideration.
- 6.6 In the event an Employer has violated any of the wages, subsistence, or Trust Contributions provided for under this Agreement, the District Council shall be permitted to take any economic action against such Employer.



- 6.7 To protect and preserve, for the Employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs onsite construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
- 6.8 All charges of violations of the Sections of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations to this Article, the L/M Committee or Arbitrator shall be able, at the request of the Union, to require and Employer to pay 1) to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or the Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the L/M Committee or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.
- 6.9 If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the L/M Committee remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay accountants' and/or attorney's fees incurred by the Union and/or the Joint Trust Funds, plus costs of litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE 7**

### **UNION SECURITY**

- 7.1 It shall be a condition of employment that all Employees of Employers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on and after the eighth (8th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that Employees covered by this Agreement and hired on or after its effective date, shall, on and after the eighth (8th) day, following the beginning of such employment, become and remain members in good standing of the Union.

- 7.2 If an Employee fails to become or remain a member of the Union as set forth above, the Union shall notify the Employer in writing, and such notice shall constitute a request to the Employer to discharge said individual Employee within forty eight (48) hours (Saturdays, Sundays and Holidays excluded) for failure to maintain continuous good standing in the Union in accordance with this Article, and the Employer shall discharge such Employees at the end of such period.
- 7.3 If an Employer fails to honor such notice, he shall automatically and without recourse be liable to the Union for any Union dues or fees which may be lost to them as a result of the Employer's failure to abide by such provisions, as well as any expense necessary for the enforcement of such provisions.
- 7.4 In those instances where this Article may not be validly applied, the Employer agrees to recommend to all Employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new Employees to the Local Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.
- 7.5 No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

## **ARTICLE 8** **EMPLOYER RESPONSIBILITY**

- 8.1 When an Employer wishes to become a party to this Agreement, they must sign the signature page. A copy of the signature page shall be forwarded to each of the Trusts.
- 8.2 When a Contractor expresses a wish to employ members of the Union, they shall show affirmatively that they have in their employ capable personnel to direct the efforts of the Journeyman, and shall comply with all provisions of this Agreement.
- 8.3 All owner/operator hours worked with the tools shall be reported on Trust Fund Reports along with unit Employee hours whether they have Employees or not.
- 8.4 An Employer shall have at least one Journeyman whenever the Employer has work.

## **ARTICLE 9** **SAFETY & SUBSTANCE TESTING**

- 9.1 All Local, State and Federal Safety laws, rules, and regulations shall be adhered to by Employers and Employees.
- 9.2 All Employees ~~will~~ shall be current in 1<sup>st</sup> Aid/CPR and minimum OSHA 10 when hired. If a member is not current, they must be scheduled for the next available class to obtain 1<sup>st</sup> Aid/CPR and OSHA 10. Respirator fit test will be supplied by employer and copy will be sent to Finishing Trades Northwest (FTINW).

- 9.3 Respirators, masks and all other personal protective safety equipment must be furnished by the Employer, at no cost to the Employee, and must be used by the Employee as required and as specified by any Local, State or Federal laws, rules and regulations. It is the responsibility of the Employer to provide fresh drinking water, clean uncontaminated space for eating lunch and changing clothes, and toilets.
- 9.4 Because of the hazardous nature of the work, the Employer has the right to test for illicit substances; there may be random testing.
- 9.5 Cell phones may be used during designated employee breaks, lunch or emergencies only. All other use must be approved by the Employer.

**ARTICLE 10**  
**LABOR/MANAGEMENT (L/M) COMMITTEE**

- 10.1 There shall be established a Labor Management (L/M) Committee whose Employer members shall be designated equally by the Signatory Contractors and whose Labor members shall be designated by the IUPAT District Council 5. The Committee may initiate action on its own, investigate, and hold hearings on damages and penalties for violations of the Agreement, issue interpretative rulings or other rules and regulations necessary to give force and effect to the purpose and intent of this Agreement, make amendments to or changes in this Agreement. Appoint or hire such persons or committees as may be necessary to aid the Committee in the performance of its duties. The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, subsistence, transportation, travel time, overtime, and hours of work, bond or any other such item as set forth in this Agreement. They may initiate or recommend audits of any Employer's records covering the above sums. It shall be their duty to see that the audits are conducted in a prescribed manner. Any expenses of the L/M Committee will be borne equally by the parties to the Labor Agreement. The L/M Committee shall meet bi-monthly on the third Wednesday of the month at a location convenient for both parties. Special meetings may be called by either party.

**ARTICLE 11**  
**STEWARDS**

- 11.1 The Union shall have the authority to appoint a job steward in any shop or on any job. No steward shall be discharged for the performance of his duties pertaining to Union affairs. The job steward shall be allowed necessary time to conduct business of the Union. The Employer shall notify the Union prior to layoff or termination of any steward. In the event of a reduction in force, the steward shall be accorded priority in being retained, provided they are qualified to perform the remaining work. The authority of job stewards as designated by the Union shall include, but not be limited to, the following duties and activities:
- a. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement.

b. Notification to the appropriate Union representative of any grievances that cannot be adjusted to his or her satisfaction after presentation to the Employer representative.

11.2 There shall be no non-working Stewards.

11.3 The Union representative shall be allowed on the job where Employees or signatory Employers are working. It shall be the obligation of the Employers to assist wherever possible in arranging for the Business Representative to visit the job.

## **ARTICLE 12** **GRIEVANCE PROCEDURES**

12.1 In the event that a dispute, grievance, or difference of interpretation occurs, the following procedure shall be adhered to. A grievance is defined as a violation of the terms and conditions of this Agreement.

12.2 Step 1: A dispute, grievance or difference of interpretation must be presented, in writing, by the Union to the Employer, or by the Employer to the Union, within fourteen (14) working days of the occurrence, or of the date that the occurrence was discovered. The responding party shall have ten (10) working days to resolve the dispute, grievance or difference of interpretation. If it is not resolved, to the mutual satisfaction of the Union and the Employer, within ten (10) working days, the dispute, grievance or difference of interpretation moves to Step 2.

Step 2: The Union/Employer filing the dispute, grievance or difference of interpretation shall submit, in writing, the dispute, grievance or difference of interpretation to the L/M Committee within five (5) working days of the non-resolution as described in Step 1. The L/M Committee shall hear the dispute, grievance or difference of interpretation no later than fifteen (15) working days after the receipt from the Union or the Employer. The L/M Committee must render a decision at this hearing. If the L/M Committee reaches an impasse on the dispute, the dispute, grievance, or difference of interpretation shall go to Step 3.

Step 3: Binding Arbitration. The dispute, grievance, or difference of interpretation shall be referred to arbitration under the rules and procedures of the American Arbitration Association. The cost of the arbiter shall be equally shared by the Union and the Employer. Each party shall be responsible for their own costs of representation, witnesses, etc.

12.3 The failure of the Union, or the Employer, to respond in a timely manner, or a non-response, shall be considered a rejection, and the dispute, grievance or difference of interpretation shall automatically move to the next step. Time limits referred to in this Article shall be strictly adhered to, but may be extended by mutual agreement, in writing.

## **ARTICLE 13** **EMPLOYMENT OF WORK FORCE**

- 13.1 All Employers who are party to this Agreement shall hire all Employees, coming under the scope of this Agreement, in accordance with the procedures set forth in this Article, except as specifically limited by this Agreement. The Employers shall have entire freedom of selectivity in hiring. The Employer may discharge any Employee for just cause. The Employer shall retain and make available copies of discharge documents or letters. Discharge documents or letters will be kept on file for three (3) months unless both parties agree to extend.
- 13.2 The Union shall be the sole and exclusive source of referral of applicants for employment.
- 13.3 The Employer retains the right to reject, for any lawful reason, a job applicant referred by the Union. An Employer rejecting an applicant, referred by the Union, shall state, in writing within five (5) days, the reason(s) for rejection.
- 13.4 The Employer shall first call or e-mail the appropriate dispatching office of the Union for Employees as they may need and the Union shall refer to the Employer the required number of Employees of the classification requested, strictly in accordance with this Article. The Union shall have forty-eight (48) hours; not including Saturday and Sunday, to dispatch requested Employees. If the Union cannot supply the required Employees, the Union shall notify the Employer that no Employees are available. The Employer shall have the right to go elsewhere to obtain the required Employees, the Local Union Representative or District Council staff will make themselves available for dispatches and other business via phone, e-mail or in person Monday–Friday, 8:00 a.m. – 5:00 p.m.
- 13.5 In no instance shall Employees be put to work without a referral slip from the Union. Such slip is for the purposes of showing that all new-hires have been employed in accordance with the Agreement. Utility Workers will obtain a dispatch from the Local Union within three days of hire.
- 13.6 The Union shall maintain a list of available Employees, on an open non-discriminatory basis. The Union shall refer applicants for employment, without discrimination against such Employees, by reason of membership in the Union, race religion, gender, age, or disability.
- 13.7 A copy of hiring hall rules, as contained in this Agreement, shall be posted on the bulletin board in the office of each Local Union, and in the office and shops of the Employers signatory to this Agreement.
- 13.8 Employees wishing to be placed on the out of work list, must appear in person or call, at the appropriate hiring hall and sign his/her name on the appropriate out-of-work list every month, by the tenth (10th) day of each month. If a workman fails to call in or sign a list each month, his name will be removed from that list.
- 13.9 Dispatch Rules for Painters
- 13.9.1 The Employer shall hire all Employees, coming under the scope of this Agreement, in accordance with the procedures set forth in the Article, except as specifically limited by this Agreement.

- 13.9.2 The Union recognizes that there may be special instances beyond the Employer's control, which may require Employees to be put to work in an emergency manner, without securing a referral slip. In such instances, the Employer shall notify the Union no later than 8:30 a.m. the following business day. These Employees must secure a referral slip no later than twenty four (24) hours from the time they report to work.
- 13.9.3 The Union shall maintain a list of available Employees, on an open non-discriminatory basis. The Union shall refer applicants for employment, without unlawful discrimination against such Employees, by reason of Membership in the Union, race, religion, gender, age, or disability.
- 13.9.4 A copy of hiring hall rules, as contained in this Agreement, shall be posted on the bulletin board in the office of each local Union, and in the office and shops of the Employers signatory to this Agreement.

13.9.5 Union Hiring Hall Lists:

The out of work lists referenced as North and South will be as such. The North list will be members residing from the City of Spokane to the City of Ritzville to be considered as North as well as South and East of the City of Ritzville. The South list will be members residing between the City of Ritzville and Tri Cities, North, South and West of the City of Ritzville. Any Contractor may request from either the North or South list when requesting a dispatch. The local members to the project will be called first if no request of a specific list has been made from the Contractor. The Contractor shall have the option to hire from other sources if no members are available on the appropriate list or an IUPAT signatory Employer. Any member on the "A" List will be current in 1<sup>st</sup> Aid/CPR training and OSHA 10 and, if recently expired, will be scheduled for the next available class. request members from the other list. All members dispatched or Employees that become hired will become members of the Local Union hall.

"A" List - Shall consist of all applicants for employment who can demonstrate their craft knowledge by having worked for a period of two (2) cumulative years (with a break of no more than one (1) year) for

"B" List - Shall consist of all applicants for employment who can demonstrate their craft knowledge by having worked in the trade for a period of three (3) cumulative years within the previous five (5) year period.

"C" List - Shall consist of all other applicants seeking employment as a Painter.

- 13.9.6 The referral of Employee shall be in the following manner: The Union shall refer Employees from the "A" List, in the order in which they are registered. After the "A" List is exhausted, Employees will be referred from the "B" List in the order in which they are registered. After the "B" List exhausted, Employees will be referred from the "C" List in the order in which they are registered.

13.9.7 The Employer may request an Employee by name, only if the requested Employee has been previously employed by the Employer, and meets the qualifications for registration on the "A" or "B" List. Such request will be honored by the Union if made in writing or by email.

13.10 ~~It is agreed that the Employer may request applicants by name. Such requests will be honored by the Union if made in writing, and the applicant is registered on the "A" or "B" List.~~

13.11 Special skills and foreman requests will be recognized if "A" or "B" list applicants having such skills are available. Request by name for special skills or foreman must be confirmed in writing within forty-eight (48) hours.

a. ~~If an Employee accepts a dispatch of 10 days or less they shall retain their current position on the out of work list.~~

13.12 If an Employee accepts a dispatch of 10 days or less they shall retain their current position on the out of work list.

13.12 Top Workplace Performance

- a. 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.
- b. 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 L/M Committee and/or an arbitrator shall be final and binding.
- c. The provisions in Sub-sections (a) and (b) notwithstanding, the L/M Committee 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 14** **HOUR OF WORK**

14.1 Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday.

- 14.2 A single shift shall be restricted to the hours between 6:00 a.m. and 6:00 p.m. and eight (8) hours continuous employment except for lunch period. By mutual agreement between the Employer, Employee and the Union, four (4) ten (10) hour days may be established.
- 14.3 When due to conditions beyond the control of the Employer requires that work can only be performed outside the regular day shift, (Monday through Friday), then a special shift may be established at the straight time rate, with approval of the Union. The starting time of the work shall be arranged to fit such conditions of work.
- 14.4 In the event an Employer's job is down for any reason beyond the Employer's control, Monday through Friday, then Saturday and Sunday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate by those Employees who have not worked forty (40) hours during the regular work week. The Union shall be notified, and no Employee shall be compelled to do so.
- 14.5 All hours in excess of eight (8) hours per day or ten (10) hours per day when four (4) ten (10) hour option is worked or forty (40) hours per week, Monday through Friday, except for the make-up days, shall be paid at the rate of time and one half (1½) the regular wage rate. Any work hours in excess of sixty (60) hours per week shall be paid at a rate of double (2x) the regular wage rate.
- 14.6 If there is a job where Swing Shift is required, it shall be seven and one half (7½) hours work with 8 hours pay. If it requires a graveyard shift, it shall be seven (7) hours worked with eight (8) hours pay.
- 14.7 Multiple shift work may be allowed, providing the Contractor can furnish five (5) consecutive workdays with the nearly equal numbers of men on each shift. On one-shift jobs, the first shift will not start before 6:00 a.m. On two shift jobs, the second shift shall receive eight (8) hours pay for seven and one half (7½) hours worked and on three shift jobs, the third shift shall receive eight (8) hours pay for seven (7) hours worked. Employees will eat lunch on their own time. Notification for shift work provisions must be made to the Union. This may be modified with prior written approval by the Union. Employees will be given a minimum of ten (10) hours off between shifts.
- 14.8 The following shall be recognized as legal holidays:
- |                |                                |
|----------------|--------------------------------|
| New Year's Day | Thanksgiving Day               |
| Memorial Day   | The day following Thanksgiving |
| Fourth of July | Christmas Day                  |
| Labor Day      |                                |

If the holiday falls on a Saturday, then Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be considered as a Holiday. The overtime wage rate shall be double (2x) the regular wage rate on the above Holidays. Work performed on Labor Day shall be paid at triple (3X) the regular wage rate.



- 14.9 Martin Luther King Day and Veterans Day will be recognized as a day of observance and any Employee may take the day off without reimbursement or recrimination, provided that they provide the Employer with twenty-four (24) hour advance notice. If the day is worked it will be at the regular rate of pay.

**ARTICLE 15**  
**WORK RULES**

- 15.1 Journeypersons and Apprentices shall have in their possession at all times, when reporting to work, the following tools: wire brush, stiff putty knife, flexible putty knife, 5-in-1 scraper/knife, multi-head screwdriver, hammer, utility knife, razor blade scraper, pliers, crescent wrenches and duster.
- 15.2 The Employer may require an Employee to sign for equipment, and in this event, the Employee shall take proper care of tools entrusted to them. Employees shall be required to account for all tools and equipment assigned to them, and shall return all these items when leaving employment. Employees may be held financially responsible, if tools are not returned (at Employer's original cost), providing that Employees have signed for such equipment, prior to being issued said tools and equipment.
- 15.3 If an Employee fails to report to work, with the required tools as stated in Section 15.1, the Employer may buy such tools, present them to the Employee, and deduct their actual cost from the Employee's wages, provided the Employee has signed an authorization to deduct actual cost from wages.
- 15.4 No Employee shall be allowed to use his or her car or truck to transport materials or equipment for an Employer, unless they agree and are compensated at the current IRS mileage rate.
- 15.5 No Employee shall be permitted to work on a piecework basis, contract or sub-contract.
- 15.6 Employees shall be allowed ten minutes before lunch and at the end of a shift for personal clean up. Spray Painters and Blasters shall be given fifteen minutes for personal clean up.
- 15.7 It is the duty of all Employees to be considerate in doing their work. They are expected to do an honest day's work for their Employer and no Employee shall place a limitation on the amount of production he will perform. No Employee should work in a manner to bring discredit to the industry.
- 15.8 Each Employee must receive a copy of their Local Union by-laws and also a copy of this Agreement and understand them. The By-laws and the Agreement can be picked up at the Local office.

**NEW ARTICLE**  
**SHOW-UP TIME**

Any work person, including new hires, ordered by the Employer reporting for work at the appointed time and place, who is not put to work, shall receive two (2) hours pay as reimbursement for the expense of so reporting unless such employee has been given prior notice by the contractor or his agent not to report to work, or unless failure to be put to work is caused by the non-drying surfaces or other conditions beyond the control of the contractor. If working out of town you shall receive 4 hours pay and your per diem is still paid.

Employees, whose work is suspended by conditions definitely beyond the control of the contractor, shall receive pay for actual time worked. The rates in all cases shall be applicable straight time or overtime rates. When an employee is required to stand by, whether he/she is kept on the job or sent home to return later to complete his/her day or shift, no time shall be deducted nor the day shift be extended to make up for such stand-by time.

## **ARTICLE 16** **PAYMENT OF WAGES**

- 16.1 All wages shall be due and payable by negotiable check payable on demand at par or by lawful currency. Direct deposit is Employee option if offered by Employer. In either case a receipt (check stub) showing the Employer's and Employee's name, rate of pay, dates and hours worked both regular and overtime, and the amount due, as well as any and all deductions withheld from wages. The said payments shall conform to all the Federal and State laws. Employees shall be required to complete time cards for each day's hours worked at the end of each work day on cards imprinted with the Employer's name and address. Said cards shall be kept for a minimum of three (3) years by the Employer.
- 16.2 Wages earned shall be due and payable once a week on the job site or another mutually agreed location between the Employee and Employer.
- 16.3 Employees laid-off for lack of work, discharged or those who quit must be paid in full by the next regular pay period. Employees discharged will receive their paychecks within 48 hours or two (2) business days. These Employees may receive their pay at the Employer's place of business, by direct deposit, or by mail (correct address will be provided by Employee). Upon failure of the Employer to pay within the stipulated time, all waiting time shall be paid at the rate of one and one half (1½) times the regular rate of pay. Waiting time shall be construed, for the purpose of this Article, as not more than eight (8) hours in any twenty-hour (24) hour period during which an Employee has not received pay.

## **ARTICLE 17** **WAGES, TRAVEL PAY & BENEFITS**

- 17.1 Effective ~~July 1, 2018~~ upon ratification, there shall be a \$1.00 increase to Group 2 and \$0.35 increase to Western Washington Pension Group 1 will be a wage freeze. The hourly wage rates are as follows:

Classification	Hourly Wage	H & W	IUPAT Pension	WW Pension	Training (Apprenticeship)	IUPAT FTI	LMCI	Total Package
Journey-Group 1	\$31.75	\$6.85	\$5.67	\$1.35	\$0.52	\$0.10	\$0.10	\$45.99
Foreman-Group 1	\$33.81	\$6.85	\$5.67	\$1.35	\$0.52	\$0.10	\$0.10	\$48.10
General Foremen-Group 1	\$35.88	\$6.85	\$5.67	\$1.35	\$0.52	\$0.10	\$0.10	\$50.12
Journey - Group 2	\$27.65	\$6.85	\$5.67	\$1.35	\$0.52	\$0.10	\$0.10	\$42.24
Foreman - Group 2	\$29.45	\$6.85	\$5.67	\$1.35	\$0.52	\$0.10	\$0.10	\$44.04
General Foremen-Group 2	\$31.24	\$6.85	\$5.67	\$1.35	\$0.52	\$0.10	\$0.10	\$45.83

17.2 Effective ~~March 1, 2019~~ July 1, 2021, there shall be a Group 1 wage freeze and a total package increase of \$1.61 per hour. The hourly wage rates are as follows:

Classification <sup>^</sup>	Hourly Wage	H & W	IUPAT Pension	WW Pension*	Training	IUPAT-FTI	LMCI	Total Package
Journey - Group 1	\$31.75	\$6.45	\$6.19	\$1.35	\$0.52	\$0.10	\$0.10	\$43.61
Journey - Group 2	<del>\$26.20</del>	\$6.45	<del>\$4.64</del>	<del>\$0.50</del>	<del>\$0.52</del>	<del>\$0.10</del>	<del>\$0.10</del>	<del>\$38.51</del>

\*Members may allocate additional contributions from the one-the-check increases to the pension as per Section 20.13.

<sup>^</sup>See Section 17.11 for Foreman rates & Section 17.12 for General Foremen rates.

~~17.3—Effective July 1, 2019, there shall be a total package increase of \$1.51 per hour. The hourly wage rates are as follows:~~

Classification <sup>^</sup>	Hourly Wage	H & W**	IUPAT Pension	WW Pension*	Training	IUPAT-FTI	LMCI	Total Package
<del>Journey-Group 1</del>	<del>\$31.80</del>	<del>\$6.45</del>	<del>\$5.15</del>	<del>\$1.00</del>	<del>\$0.52</del>	<del>\$0.10</del>	<del>\$0.10</del>	<del>\$45.12</del>
<del>Journey-Group 2</del>	<del>\$26.70</del>	<del>\$6.45</del>	<del>\$5.15</del>	<del>\$1.00</del>	<del>\$0.52</del>	<del>\$0.10</del>	<del>\$0.10</del>	<del>\$40.02</del>

\*Members may allocate additional contributions from the one-the-check increases to the pension as per Section 20.13.

\*\*~~In addition to the total package increase,~~ the Employers will pay up to ~~\$0.25~~ \$0.35 toward the ~~2019~~ 2021 Health & Welfare increase and the remainder will go on Group 2 wage rate.

<sup>^</sup>See Section 17.11 for Foreman rates & Section 17.12 for General Foremen rates.

17.4 The term “Total Package” and “Total Package increase” as used in this Agreement will include the on-the-check wage increase and contributions to benefit funds as defined in Articles 20.3, 20.4, 20.10, 20.11 and 20.12.

17.5 In the event that the Employee’s current rate of pay already exceeds the highest listed Journeyman pay rate, any increase will be at the Employer’s discretion. The Employee shall see no decrease in their current pay rate ~~with the exception of conditions listed in Attachment 1, (2).~~ Training requirements must remain current; expired training certifications could result in a reduction of wages to the Group II wage rates.

17.6 Eastern Washington / Northern Idaho Industrial Painter Apprenticeship Wages:

Effective July 1, ~~2018~~ 2021:

1 <sup>st</sup> Bracket	60%	H&W (Medical Only)
2 <sup>nd</sup> Bracket	65%	H&W + 50% Pension
3 <sup>rd</sup> Bracket	70%	H&W + 50% Pension
4 <sup>th</sup> Bracket	75%	Full Benefits
5 <sup>th</sup> Bracket	80%	Full Benefits
6 <sup>th</sup> Bracket	90%	Full Benefits
Thereafter	100%	Full Benefits

17.7 Utility Worker: Minimum pay will be ~~\$12.00 per hour. Effective March 1, 2019,~~ ~~minimum pay will be \$14.00 per hour, increasing to~~ \$15.00 per hour ~~in 2020~~ with no benefits and follow Washington state hourly minimum wage thereafter in 2021. They will not pay Dues Check-off or be required to be a member of the Union.

17.8 Drywall Finisher/Taper: Wages and benefits will be at the rates listed in the IUPAT District Council 5 Eastern Washington/Northern Idaho 5 Master Area Drywall Finishing Agreement and any increases as included or negotiated in that Agreement.

17.9 New Employees that have never worked for a particular Employer may be required to go through that Employer's orientation/pre-qualifications and shall be paid ~~50%~~ minimum of 70% of scale, with no benefits, not to exceed eight (8) hours. If the Employee meets the Employer qualifications, they shall be paid full scale and benefits,

during the entire orientation/pre-qualification. An Employee shall only be required to attend one (1) such orientation/pre-qualification program per Employer, during a three (3) year period.

- 17.10 Employees required to go through substance abuse testing as part of the pre-employment process shall be paid for the actual time involved. This pay shall be at the current dispatched wage rate, with no benefits. All costs incurred, for testing, will be paid by the Employer.
- 17.11 Foreman: ~~Effective March 1, 2019~~, Foremen shall be paid an additional 6.5% over and above their current Journeyman ~~group~~ wage rate per hour when supervising ~~five (5)~~ four (4) or to eight (8) more Employees. ~~Rates for July 1, 2018 – February 28, 2019 are listed in Section 17.1.~~
- 17.12 General Foreman: ~~Effective March 1, 2019~~, General Foremen shall be paid an additional 13% over and above ~~their current Journeyman~~ the highest group supervised wage rate per hour. A General Foreman is defined in Section 5.13 of this document. Rates for July 1, 2018 – February 28, 2019 are listed in Section 17.1.
- 17.13 Upon an Employer signing this Agreement and prior to each anniversary date, said Employer shall submit to District Council 5 a list and signed contract for any jobs and/or projects that the Employer has a signed contract, for the purpose of performing Painting or Taping work on during the life of this Agreement. These projects may be performed at the wage package at the time of bid / award.
- 17.14 Prevailing Wage Jobs: The rate of pay for all classifications of work performed will be that which is predetermined by any Government Agency that publishes prevailing rates at the time the job-bid was awarded by the Contracting Agency. From the time the job-bids through completion the employer will pay the current Fringe benefits package.

### NEW ARTICLE SUBSISTENCE PAY & TRAVEL PAY

- ~~17.15~~ Effective May 1, 2018-2021 through February 28, 2019, when an Employee travels beyond 70 miles, subsistence will be paid at the rate of \$85.00 \$95.00 per day provided an Employee does not return home. The return day will be a flat rate of ~~\$25.00~~ \$45.00 in lieu of subsistence. If an Employee is required to stay out of town more than 5 days, subsistence will include Saturday, Sunday, and holidays. On initial mobilization to the jobsite, and the last trip home from the jobsite (all Employees), free travel zone shall be paid up to 45 miles from Employees home or Employer's shop (whichever is closest to the jobsite). Over 45 miles shall be at the current IRS mileage rate. If Employee is driving company vehicle and supplied with a gas card, there will be no travel.

Employees will receive travel pay in addition should they be required to transport equipment in a personal vehicle to and from the jobsite, at the Employer's request (driver only). If an Employee wants to drive home on the weekend it will be at their expense with no return day pay.

0 – 45 miles	Free
46 – 70 miles	IRS current Mileage rate

71 or more miles ~~\$85~~ \$95 a day ~~providing no return home~~

17.16 Effective March 1, 2019, Travel pay is as follows:

- a. Driving/Transporting Equipment:
  - Driver of company vehicle = Mileage from shop plus gas card
  - Personal vehicle = Mileage from shop plus fuel expenses with receipt
  - Personal vehicle = Hourly rate paid for time spent transporting equipment
  
- b. Driving Company Vehicle/Not Transporting Equipment:
  - Company vehicle = Daily mileage beyond free zone (45 miles), one way
  - Company vehicle passengers = Daily mileage beyond free zone (45 miles), one way
  
- c. Personal Vehicle:
  - Less than 45 miles (shop or residence start point) = Free zone
  - 46-70 miles = Daily mileage over 45 miles (round trip)
  - More than 71 miles = Daily per diem of ~~\$85.00~~ \$95.00 per day ~~(except for day of return home~~ If the employee decides to stay the night). See Section 17.16d.) Employees that choose to stay overnight with no work the next day will not be entitled to the per diem pay for those non-working days.
  
- d. Return Trip Home for Employees staying overnight with no work the next day/ Not Transporting Equipment (over 71 miles):
  - Driver of company vehicle = ~~\$35.00~~ \$15.00 per day plus gas card
  - Company vehicle passenger = \$35.00 per day
  - Personal vehicle = ~~\$35.00 per day~~ Mileage at current IRS rate
  
- e. Return Trip Home for Employees returning home nightly/Not Transporting Equipment (over 71 miles):
  - Personal vehicle = round trip mileage at current IRS rate for all mileage beyond free zone.

Example: Employee is working at a project 68 miles from home (closer than the shop).

Total one way miles	Free zone	Miles beyond free zone	Total round trip miles	Current IRS mileage rate	Daily mileage paid
68	- 45	= 23	x 2 46	x \$0.58	= \$26.68

The same employee riding in a company vehicle would receive \$12.54 daily. (Possible round trip if transporting equipment.)

- f. When applicable, travel shall be paid at the current IRS mileage rates.
- g. If an Employee misses work while out of town, there will be no subsistence paid with the exception of absences due to jobsite injuries.

- 17.16 ~~Effective March 1, 2019, when~~ When an Employee travels beyond 70 miles, subsistence shall be paid at the rate of ~~\$85.00~~ \$95.00 per day. Effective ~~July~~ May 1, 2019 ~~2019~~ 2021, the rate will increase to ~~\$90.00~~ \$95.00 per day.
- 17.17 The Employer may provide reasonable lodging and the difference of lodging will be paid to the employee not to exceed \$95.00.

## ARTICLE 18 APPRENTICES

- 18.1 It is agreed that the standards set forth by the Washington State Joint Apprenticeship Training Council are part of this Agreement.
- 18.2 The ratio of Apprentices to Journeyman shall be as follows: One (1) Apprentice shall be allowed in each shop for the first two (2) Journeypersons, and one (1) additional Apprentice for each two (2) Journeypersons, thereafter. With approval of the JATC, this may be modified, but may not to exceed a one to one ratio.
- 18.3 It shall be the duty and responsibility of the Local Joint Apprenticeship and Training Committee to provide, insofar as possible, steady employment to all Apprentices.
- 18.4 Selection of Apprentices under the program shall permit equality of opportunity and be made from qualified applicants on the basis of qualifications alone, without regard to race, creed, gender, color and national origin.
- 18.5 Employers and members of the Union agree that all Apprentices working in the trade shall attend a school established for the training of said Apprentices, when possible, and assist in the enforcement of rules and regulations now in effect and hereafter adopted by the Local Joint Apprenticeship and Training Committee and confirmed by the Washington State Apprenticeship and Training Council.
- 18.6 No Apprentice shall be sent to out-of-town work that will interfere or prohibit them from attending JATC scheduled school classes without consent from the JATC.

## ARTICLE 19 JOURNEYMAN CONTINUING EDUCATION

- 19.1 The L/M Committee will define and develop a detailed list of mandatory safety training classes and a list of advanced health, safety, environmental and technical training classes and supply this list to the Apprenticeship and Training Coordinator. The classes shall include subject matter relating to compliance requirements mandated upon a Contractor. Any certified Employee training that is required to perform certain types of work will be subject to rules, laws, and regulation of federal, states, counties, cities, customers, or other recognized agencies. ~~To maintain their status as a Journeyman,~~ all Journeymen must maintain ~~complete the~~ safety classes as listed in Attachment 1.

- 19.2 The control, regulation and overall effectiveness of Journeyman Continuing Education shall remain the responsibility of the L/M Committee. The administration of the Journeyman Continuing Education Program will be the responsibility of the Apprenticeship Coordinator and will include training, testing, evaluation and advancement of participants.
- 19.3 If an Employer is not satisfied with the skill level of a Journeyman, they may request that the Journeyman, within thirty (30) days of becoming a member, take the Painter Progression Test (consisting of C7 and C12 course completion or Coating Application Specialist Exam CAS). If the test results are unsatisfactory, the Journeyman will have the opportunity to enter the Apprenticeship Training Program ~~as-a~~ at a Third Bracket Apprentice or higher per the State Apprenticeship standards.
- 19.4 Training Certification will be paid by the Apprenticeship program Fund. Upon successful completion of training classes, the employee will receive \$100 per day for all required classes.

## **ARTICLE 20** **TRUST FUNDS**

- 20.1 Each Employer signatory to this Agreement is required to make Trust Reports and contributions to a central clearing office approved by the Trustees. One check shall cover all contributions based upon compensable hours on all Employees under the scope of this Agreement.
- 20.2 Payments of monies due under this Article shall be made on or before the 15th day of each month, following the month of activity. Late payment or failure to make payments by the 20th day of each month, the defaulting Employer shall be liable for damages as called for in the Trust documents. This fee will apply for each month of delinquency. In the event that either the Local Union or the Trust employs legal counsel for the purpose of collecting wages, travel pay, subsistence, check-off dues, trust payments or damages, the defaulting Employer shall also be liable for reasonable attorney's fees and actual legal costs.
- 20.3 Employee Painter's Health & Welfare Trust (EPT)  
Effective July 1, 2018, each Employer shall pay into the Employee Painters' Trust the current negotiated contribution (\$6.45) per compensable hour for each Employee.
- a. Effective July 1, ~~2019-2021~~, the Employer agrees to pay up to ~~\$0.25~~ \$0.35 per hour toward any required increase in Health & Welfare contributions. This contribution is in addition to any wage increases.
  - b. Any Health & Welfare contribution increase in excess of \$0.25 per hour shall be deducted from the Employee's check.
  - c. The remainder of Health and Welfare increase will be applied to Group 2 wage rate.



- 20.4 Western Washington Apprenticeship and Training Trust  
Effective July 1, 2018, for each Employee, the Employer shall pay \$0.52 per compensable hour into the Western Washington Apprenticeship and Training Trust. This amount may be adjusted on the anniversary date through the end of the Agreement.
- 20.5 Upon entering into this Agreement the Employer shall continue to deduct an administration fee, commonly referred to as, Dues Check-Off as called for in District Council 5's By-laws. Said deductions shall be transmitted to the Painters Trust office, along with the forms provided for such payments. Authorizations will be executed at the hiring hall of the Local Unions affiliated with District Council 5 and shall be effective for a period of one (1) year or for the balance of this Agreement, such authorizations shall automatically renew themselves from year to year, thereafter, unless written notice is given to the Union with the thirty (30) day period immediately preceding the renewal date of such authorization.
- 20.6 By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Instruments 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. Copies are available upon request from the Trust office.
- 20.7 District Council 5 or any of the Trusts shall be authorized to conduct audits, as they deem necessary or appropriate for the purpose of insuring compliance with the provisions of this Agreement regarding the payment of fringe benefits and wages. Should any such audit reveal that the Employer has underpaid wages or fringe benefits by willful violation, the Employer shall pay the cost of the audit. Should such CPA firm conclude that the Employer's business records are inadequate to determine compliance with this Agreement, it shall be conclusively presumed that each Employee of such Employer was engaged in painting work for forty (40) hours in each week in which such Employee performed any painting work for such Employer. In such event, fringe benefits and fund contributions due shall be computed in accordance to the terms of the Agreement, based upon a forty (40) hour week.
- 20.8 The Trustees shall be entitled to, and may file legal action for the collection of any contributions and/or liquidating damages due by an Employer. If legal action is taken, the Employer shall be responsible not only for the contributions and/or liquidating damages due and owing, but for reasonable attorney's fees and the cost of collection. In the event legal action is necessary, the suit shall be filed in a court of competent jurisdiction.
- 20.9 Election and terms of Trustees shall be in accordance with the Trust Agreement and Declaration of the Trusts. The Employer hereby irrevocably designates, as its representative on the Board of Trustees of all Trusts, such Trustees as are now serving, or who will serve in the future serve as Trustees, together with their successors, as provided for in the applicable Trust documents.
- 20.10 International Painters and Allied Trades Industry Pension Fund  
Upon entering into this Agreement and for the duration of the Agreement and any renewals or extension thereof, the Employer agrees to make payments to the

International Painters and Allied Trades 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 as follows to the above named Pension Fund.
  - b. For the purpose of the 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 this Agreement, shall be counted as hours for which contributions are payable.
  - c. The payments of the Pension fund required above shall be made to the International Painters and Allied Trades Industry Pension Fund, which is 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 though he has actually signed his name.
  - d. The Employer recognizes and agrees to the Memorandum of Understanding (MOU) between both parties effective July 1, 2018, where Employer's contributions will be made according to the IUPAT Defined Benefit Pension Funding Improvement Plan. The MOU requires an increase of contributions of \$0.51 per hour as of July 1, 2018, an increase of contributions of \$0.51 per hour as of July 1, 2019, an increase of contributions of \$0.52 per hour as of July 1, 2020 and an increase of contributions of \$0.52 per hour as July 1, 2021.
- 20.10.1 The Employer, hereby irrevocably designates as its representative on the Board of Trustees such as are now serving, or who will in the future serve, as Employers 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.
- 20.10.2 All contributions found on the "Schedule A" and referenced herein shall be made at such a time and in such a manner as the Trustees require and 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 the contributions to the Pension Fund.
- 20.10.3 If an Employer fails to make contributions to the Pension Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under this Article shall not be subject to or covered by any grievance provided or set forth elsewhere in this Agreement, if the Union so desires.

20.10.4 The Pension Plan adopted by the Trustee of the Pension Fund 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 Pension Fund as a deduction for income tax purposes.

20.11 Painters and Allied Trades Labor-Management Cooperation Initiative (IUPAT- LMCI)  
For the duration of this Agreement, any renewals or extension thereof, the Employer agrees to make payments to the IUPAT-LMCI for each Employee covered by this Agreement, as follows:

- a. For the purpose of the 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 this Agreement, shall be counted as hours for which contributions are payable.
- b. Effective upon ratification, for each Employee, the Employer shall pay \$0.10 per compensable hour into the IUPAT-LMCI.
- c. The Employer and Union Signatory to this Agreement agree to be bound by and to the Agreement, and to the Declaration of Trust, as amended from time to time, establishing the Fund.
- d. See attached Memorandum of Understanding between Employer and Union.

20.11.1 The Employer, hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, together with their successors.

20.11.2 All contributions shall be made at such a time and in such a manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

20.11.3 If an Employer fails to make contributions to the Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payment 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 procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

20.12 Finishing Trades Institute (IUPAT-FTI)

For the duration of this Agreement, any renewals or extension thereof, the Employer agrees to make payments to the IUPAT-FTI for each Employee covered by this Agreement, as follows:

- a. For the purpose of the 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 this Agreement, shall be counted as hours for which contributions are payable.

- b. Effective upon ratification, for each Employee, the Employer shall pay \$0.10 per compensable hour into the IUPAT-FTI.
- c. The Employer and Union Signatory to this Agreement agree to be bound by and to the Agreement, and to the Declaration of Trust, as amended from time to time, establishing the Fund.

20.12.1 The Employer, hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, together with their successors.

20.12.2 All contributions shall be made at such a time and in such a manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

20.12.3 If an Employer fails to make contributions to the Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payment 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 procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

#### 20.13 Western Washington Defined Contribution Pension Plan Trust

For the duration of this Agreement, any renewals or extension thereof, the Employer agrees to make payments to the Western Washington Defined Contribution Pension Plan Trust for each Employee covered by this Agreement, as follows:

- a. Effective March 1, 2019, the Employer shall pay \$0.50 per compensable hour into the Western Washington Painters Defined Contribution Pension Plan Trust for all Journeymen, Painters, and Apprentices Brackets 2 and higher. Effective ~~July May 1, 2019-2021~~, an additional ~~\$0.50~~ \$0.35 per compensable hour shall be paid for all Journeymen, Painters, and Apprentices Brackets 2 and higher.
- b. The Employer shall remit any additional amount allocated from the employee's annual wage increases (by a vote of the membership) to the Western WA Defined Contribution Pension Plan Trust when applicable.
- c. Elective Contributions - An Employee covered by this Agreement may elect to request that an Employer make elective deferral contributions to the Western Washington Pension Plan through a prospective reduction in such employee's wages. Such elective deferral contributions shall be fully vested at all times. Applications for elective defer contributions shall be submitted to the Trust Fund in accordance with administrative procedures and election periods that are consistent with the Plan document and approved by the Trustees. Elective deferral contribution requests shall be in writing on a form approved by the Trust Fund. Upon notification by the Trust Fund to the Employer of an elective

deferral contribution request, the Employer shall withhold the specified amounts from the employee's wages unless and until notified by the employee or Trust Fund of a change in the employee's election that was made pursuant to the Trust Fund's administrative procedures. Notwithstanding an employee's election, all premium rates (foremen differentials, overtime, etc.) shall be calculated prior to the reduction for the employee's elective deferral contributions. Notwithstanding any provisions herein to the contrary, the contribution levels to the Plan provided herein shall not cause the Plan to be in violation of Section 415 of the Internal Revenue Code (and any other sections of the Code); if necessary, adjustments to the contributions rates shall be agreed to by the Union and contributing Employers to comply with the Code.

**ARTICLE 21**  
**UNION DUES & ASSESSMENTS**

- 21.1 All Employers signatory to the Eastern WA/Northern Idaho Industrial Area Agreement for the Professional Painting Industry agree to withhold administrative dues, commonly known as "dues check-off" adopted by the District Council 5's Local Unions. Dues check-off is calculated based on weekly gross wages including any overtime wages. The Employer further agrees that on or before the 15<sup>th</sup> day of each month, on uniform reporting forms furnished by the distribution agency, to remit the working dues established by the Union per compensable hour plus any and all dues, withholdings or assessments approved by the Union as a wage deduction on all Employees to a central distribution point or third party administrator. The obligation to the Employer shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card, (to be furnished by District Council 5 to the Employer upon request). On or before the 15<sup>th</sup> of each month, the Employer will submit a report on the number of hours worked by each Employee, location of projects and the employee's wage classification during the preceding month.

**SAMPLE AUTHORIZATION CARD**

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

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

\_\_\_\_\_   
Date

\_\_\_\_\_   
Signature

**ARTICLE 22**  
**SAVINGS CLAUSE**

- 22.1 Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of any agency or a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of the Agreement. The Employers and Union agree to begin negotiations within thirty (30) days, concerning the affected Article and Section only.

**ARTICLE 23**  
**DURATION**

- 23.1 This Agreement shall remain in full force and effect from ~~July~~ May 1, ~~2018~~ 2021, up to and including June 30, ~~2020-2022~~ and shall continue from year to year thereafter unless written notice by either party, upon the other not less than sixty (60), and not more than ninety (90) days prior to June 30, ~~2020-2021~~, or June 30th of any subsequent contract year.
- 23.2 Where no such cancellation or termination notice is served and parties express their desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve, upon the other, a written notice not less than sixty (60) days, and not more than ninety (90) days prior to June 30, ~~2020-2021~~, or June 30<sup>th</sup> of any subsequent contract year, advising that said party desires to revise or change the terms or conditions of the Agreement. The respective parties shall be permitted all legal and economic recourse to support their quest for revisions, if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

EMPLOYER:

IUPAT DISTRICT COUNCIL 5/LOCAL 427:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, ST Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
WA State Contractors Registration #

\_\_\_\_\_  
Federal Tax ID #

*opeiu#8/afl-cio*





## Attachment 1

### Requirements to be classified as Industrial ~~Group I~~ Journeyman

#### Work Experience Requirements:

~~Five (5)~~ Four (4) years of Industrial Painting experience or the successful completion of a certified Apprenticeship Program in Industrial Painting, ~~including training requirements listed below.~~

#### Training ~~Requirements~~ Certifications (preferred but not required):

1. SSPC Supervisors Lead/Hazardous Coatings Removal course and Refresher C3/C5
2. SSPC Coating Application Specialist (CAS) or SSPC C7 (Abrasive Blasting Certification) & C12 (Spray Application Certification)
3. Confined Space (no expiration)
4. ~~OSHA 30 (no expiration)~~ OSHA 10 (no expiration)
5. ~~Aerial Lift/Fork Lift~~ (upgrade every 3 years) MEWP (Mobile Elevating Work Platform)
6. Fall Protection (no expiration)
7. First Aid/ CPR (upgrade every 2 years)

Training ~~Requirements~~ must remain current as a condition of employment or scheduled for next class. ~~Expired training certifications could result in a reduction of wages back to the Group II wage rate.~~

Upon successful completion of any ~~SSPC~~ training course, employees shall be paid a stipend of \$100.00 per day for their attendance. Course attendance is not considered “bargaining unit work” and is not subject to contributions or deductions. Western Washington Training Trust will pay upon successful completion of training.

#### Modification of Requirements:

Both parties agree that this is a minimum set of ~~requirements~~ training. In the event that either the Employer or the Union believes there is a need to modify ~~these requirements~~ this training, to stay up to date with Industry standards, they shall refer the potential modifications to the L/M Committee, as outlined in Article 10 of this Agreement.



IUPAT Local 427  
2500 West Kennewick Avenue  
Suite E  
Kennewick, Washington 99336  
(509) 396-3244

IUPAT District Council 5  
6770 E Marginal Way S  
Suite 321, Building E  
Seattle, Washington 98108  
(800) 443-9303  
(206) 441-5554

March 2019  
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