

# **Agreement**

**Between**

**PAINTERS AND ALLIED TRADES  
DISTRICT COUNCIL NO. 51**

**of the**

**INTERNATIONAL UNION  
OF PAINTERS AND  
ALLIED TRADES, AFL-CIO**

**and the**

**PAINTING, DECORATING,  
& DRYWALL FINISHING,  
CONTRACTORS**

**of Washington, D.C., Maryland,  
Virginia, and Vicinities**

**2022-2025**

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## **AGREEMENT**

This Agreement made and entered into this 1st day of June, 2022, by and between the undersigned painting, decorating, wallcovering, and drywall finishing contractors, hereinafter referred to as Contractor or Employer, and Painters and Allied Trades District Council No. 51, hereinafter referred to as the Union.

**WHEREAS**, the purposes of this Agreement are to establish harmonious relations and uniform conditions of employment between the parties hereto, to promote the settlement of any labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training and Journeyman Education Program, to promote efficiency and economy in the performance of Painting, Decorating, Wallcovering, Drywall Finishing, and generally to create and maintain an atmosphere of Labor/Management cooperation for the parties hereto, for their mutual advantage and for the protection of the investing public; and ensure fair and equal employment opportunities regardless of race, creed, age, sex, or national origin.

## **WITNESSETH: ARTICLE I RECOGNITION**

### **SECTION 1.**

The Employer hereby recognizes Painters and Allied Trades District Council 51 as the sole and exclusive bargaining agent, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all employees of the Employer covered by this collective bargaining agreement, in all classifications of work described by the International Union of Painters and Allied Trades International Constitution Section 6. Such recognition is predicated on the Union's demand for such recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

## **ARTICLE II JURISDICTION**

### **SECTION 1.**

This International Union shall have jurisdiction over all workers engaged in: all painting, decorating and coatings applications and wall covering; all levels of drywall and wall finishing; any and all labor, material, tools or equipment for preparatory work or surface treatment work in relation to painting, decorating and coating applications, wall covering, drywall and wall finishing; glazing; architectural metal and glass work; flooring and decorative floor covering work; paint and coatings manufacturing; sign, convention and display work; show decorators; scenic artists and designers; metal polishers; civil service, public and professional employees; book-binding; maintenance work; chemical, clerical and warehouse workers; any and all units, as well as all apprentice

able crafts, that have historically been part of this International Union; and any and all work as may be obtained and maintained through organizing and collective bargaining. Such work shall include, but is not limited to:

## **SECTION 2-PAINTERS**

Work will include, but not limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all commercial painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fire retarding, metal polishing, refinishing, sealing, the application of Exterior Insulating Finishing Systems; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, alkyds; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical stripping, scraping, bleaching, steam cleaning, asbestos and lead abatement/removal, and mold remediation; (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.

## **SECTION 3-WALL COVERING**

Work will include, but not limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., acrovyn and various plastic wall coverings such as wainscot, caps, corner moldings and accessories; (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

## **SECTION 4-DRYWALL FINISHING**

Work will include, but not be limited to: (1) The preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes. (2) All stucco and dryvit systems will be performed by members of this International Union.

## **SECTION 5- METAL POLISHERS**

Metal Polishers' work will include, but not be limited to: new construction and existing sites consisting of metal polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring,

lacquering, spraying, application of vinyl coatings, cleaning, polishing and finishing of ornamental and architectural iron, bronze, brass, nickel, aluminum, stainless steel and all metal specialty work.

## **SECTION 6-ALL TOOLS, EQUIPMENT AND MATERIAL**

1) The handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work; (2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall include, but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated systems. Any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all.

## **SECTION 7-RELATED WORK**

Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any type debris caused by or during the preparation and/or application of any work described in this Section.

## **SECTION 8-TECHNOLOGICAL IMPROVEMENTS, ADVANCEMENTS, NEW OR SUBSTITUTE SYSTEMS OR PROCESSES AND/OR NEW OR SUBSTITUTE MATERIALS**

The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

# **ARTICLE III CLASSIFICATIONS & DEFINITIONS**

## **SECTION 1-EMPLOYER/CONTRACTOR**

An **EMPLOYER/CONTRACTOR** is defined to be an individual, firm, partnership, or corporation, its heirs or their assigns or purchaser, whose business is in the painting, drywall finishing, wall covering, sign painting, glass and glazing or any other work classification covered under the scope of this Agreement.

## **SECTION 2-UNION**

The **UNION** is defined as The International Union of Painters and Allied Trades District Council 51.

## **SECTION 3- WORKER CLASSIFICATIONS**

### **A. ENTRY LEVEL JOURNEYPERSON (EL)**

An **ENTRY LEVEL JOURNEYPERSON** is defined as an individual who is a new member of the union and has been evaluated by the Finishing Trades Institute of MD, VA, DC. They have demonstrated their proficiency as a mechanic to perform duties pertaining to the painting, decorating, wall covering, and drywall finishing industry. They will complete a 120 day probationary period at a grandfathered hourly rate.

## **B. JOURNEYPERSON**

**JOURNEYPERSON** is defined as an individual who has completed the requirements at the Entry Level Journeyperson or graduated from a registered Apprenticeship Program in order to advance to Journeyperson status and demonstrates their proficiency as a mechanic to perform duties pertaining to the painting, decorating, wall covering, drywall finishing, sign painting, glass and glazing industry(s).

## **C. APPRENTICE**

An **APPRENTICE** is defined as one who is learning the painting, decorating and/or glass and glazing and/ or wall covering and/or drywall finishing trade(s) and who has registered with the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities and has been accepted by that Committee, and who is working in the trade and has not graduated from apprenticeship school. Ratio: 3 Journeypersons to 1 Apprentice.

# **ARTICLE IV UNION SECURITY**

**SECTION 1.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later.

**SECTION 2.** 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.

**SECTION 3.** If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the

purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

**SECTION 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 Union and maintain such membership during the life of this Agreement, to refer new employees to the Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

## **ARTICLE V FUNCTIONS OF MANAGEMENT**

In the exercise of its function of management, the Employer shall have the right to plan, direct and control operations of all its work, hire employees, direct the working forces in the field, assign employees to their jobs, discharge, suspend or discipline for proper cause (proper cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism) transfer, promote or demote employees, lay off employees because of the lack of work, or for other legitimate reasons, require employees to observe the Employer's rules and regulations not inconsistent with this Agreement, institute a fair and consistently applied drug policy, regulate the amount of equipment used and the use of equipment and other property of the Employer, decide the number of employees needed; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

On work as defined under Article II, the Employer and the Union recognize the necessity of promoting efficiency and agree that no local rules, customs or practices shall be permitted that limit production or manpower required to do the work and that no limitations shall be placed on the amount of work which an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use where required or necessary to perform an acceptable job in accordance with specifications of the appropriate agency and where all proper safety regulations are enforced.

## **ARTICLE VI OUT OF GEOGRAPHIC JURISDICTION WORK**

### **SECTION 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 among 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 only from the Employer's home area.

## **SECTION 2.**

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this 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 this 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 employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. 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 Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

## **ARTICLE VII COMPLIANCE WITH LAWS AND REGULATIONS**

### **SECTION 1.**

The Employer shall carry Workers' Compensation Insurance and such other insurance as may be required by the laws of the District of Columbia and the States within the geographical jurisdiction of District Council No. 51 and shall furnish proof thereof to the representatives of the above-named District Council No. 51.

### **SECTION 2.**

The Employer agrees to furnish proof upon request to District Council No. 51 and its representatives that he is in compliance with all laws governing liability to his employees, Workers' Compensation, and any other laws now in effect or which may be enacted in the future for the benefit and protection of labor. The Contractor also agrees upon request to furnish proof to the District Council No. 51 as to his contributions to all Trust Funds referred to in this Agreement and to the Joint Trade Board, as required by this Agreement.

**ARTICLE VIII  
PAST PRACTICE CLAUSE**

The Employer agrees that all conditions of employment in the Employer's operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**ARTICLE IX  
NON DISCRIMINATION CLAUSE**

The Employer and/or the Union shall not discriminate against any person because of union membership, or union activities, or on account of age, race, color, sex, national origin, ancestry, religion or sexual preference in the hire, discharge, transfer, layoff, discipline or in the assignment of jobs or with respect to any other terms and conditions of employment.

**ARTICLE X  
SUPREMACY CLAUSE**

The Employer agrees not to enter into any agreement or contract with his or her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE XI  
SUBCONTRACTING CLAUSE**

**SECTION 1.**

The Employer shall not contract out or subcontract any work covered by this Agreement to any subcontractor or other person unless that subcontractor or other person is a party to a Collective Bargaining Agreement with a District Council or Local Union affiliated with the International Union of Painters and Allied Trades, AFL-CIO.

**SECTION 2.**

In the event the Employer subcontracts any job site work covered by this Agreement, the Employer shall be a guarantor of performance by the subcontractor of all terms and conditions of said subcontractor's Agreement with the Union; or, in the absence of such an Agreement, of all terms and conditions of this Agreement. In the event, the Employer shall be liable to the Union for any act or omission of the subcontractor which in any way departs from or is inconsistent with the terms of said subcontractor's Agreement with the Union; or, in the absence of such Agreement, with the terms and conditions of this Agreement.

### **SECTION 3.**

The Employer may subcontract work to other parties in order to control its risk with warranties, and to address particular manufacturer's requirements, provided that before doing so the Employer demonstrates to the satisfaction of the Union that the subcontracting is essential for the foregoing purposes.

## **ARTICLE XII PRESERVATION OF WORK**

### **SECTION 1.**

To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

### **SECTION 2.**

All charges of violations of Section 1 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 of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an 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 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 Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

### **SECTION 3.**

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 Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or the Joint Trust Funds.

### **ARTICLE XIII SUCCESSOR CLAUSE**

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sales, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

### **ARTICLE XIV GENERAL SAVINGS CLAUSE**

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE XV GENERAL CLAUSES**

### **SECTION 1.**

District Council No. 51 shall have full authority to modify the terms and/or conditions of this Agreement, to pinpoint, maintain and/or organize work opportunities covered under the scope of this Agreement for its duration.

### **SECTION 2. ACCRETION CLAUSE**

This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including but not limited to newly established or acquired operations.

### **SECTION 3. PICKET LINE CLAUSE**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's own places of business or jobs.

### **SECTION 4. STRUCK WORK CLAUSE**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

### **SECTION 5. SUPPORT OF PRIMARY ACTIVITY**

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 a legitimate primary labor dispute with any bona fide labor organization

## **ARTICLE XVI HIRING PROCEDURE**

### **SECTION 1.**

The Union will be the sole and exclusive source of referrals of applicants for employment with signatory employers for all worker classifications.

### **SECTION 2.**

The Employer shall have the right to reject any applicant for employment.

### **SECTION 3.**

The Union shall select and refer all qualified applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

### **SECTION 4.**

The Union shall maintain a register of applicants for employment. Applicants shall be listed in chronological order of the dates they register. If the registration list is exhausted, and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union promptly of the names, addresses and Social Security numbers of such directly-hired employees.

### **SECTION 5.**

Employers shall advise the Union of the number of qualified applicants needed, the work to be performed, the work or project location, the starting time, the name of the person the applicant is to report to, the name of any individual that the Employer requests by name who was formerly employed by the Employer and any special skills or abilities involved. The Union shall refer qualified applicants to the Employer by the order of their places on the register and provide the employer with a Referral Placement Form, via fax, e-mail, or some other form of electronic communication, which shall contain the name, classification, wage rate, start date, starting time, the work or project location, and person the applicant is to report to, work to be performed and whether there are any special skills or certifications required, or whether the qualified applicant was requested by name because of being formerly employed by the employer. No member shall be allowed to by-pass the referral procedure.

### **SECTION 6.**

Any applicant who is rejected by the Employer shall be returned to his/her appropriate place on the register, and shall be referred to other employment in accordance with the position on the register.

### **SECTION 7.**

The only exceptions which shall be allowed in this order of referral are as follows: 1) When the Contractor states bona fide requirements for special skills and abilities in the request for applicants, the District Council shall refer the first qualified applicant on the register possessing such skills and abilities; 2) The Employer may request any member of the Union regardless of that member's position on the register, who was formerly employed by the Employer.

### **SECTION 8.**

When any member is laid off, voluntarily quits, is discharged or terminated for just cause the employer will furnish notification of such by submitting a Lay-Off – Voluntarily Quit – Termination Form to the District

Council, via fax, e-mail, or some other form of electronic communication, which shall contain the name of the company, the name and social security number of the member that is being laid off, or quit, or was terminated. The reason for the lay-off or termination, whether the member can be referred to the employer in the future or be placed on the do not send list, and any other information that will explain the employer's decision or actions.

#### **SECTION 9.**

Should any member referred for employment be terminated for just 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 referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

A termination shall not be considered as "for just cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for just cause. For purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry of investigation, in its sole and complete discretion, that equity requires such action.

#### **SECTION 10.**

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

#### **SECTION 11.**

A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Unions and in the offices of the Employers who are parties to this Agreement.

### **ARTICLE XVII SAFETY & CODE COMPLIANCE**

#### **SECTION 1.**

The Employer must abide by all rules and regulations established by OSHA and all other applicable safety rules and regulations. No employee will be dismissed or otherwise disciplined for refusal to work under unsafe conditions and will suffer no lost work when other work is available with the employer.

#### **SECTION 2.**

Safety rules and regulations, including those, which may have been established by the Client and the Employer, shall be adhered to at all times as a condition of employment. Minimum standards provided by Federal, State and Local regulations shall be complied with. The Union recognizes that the responsibility for the establishment of

safety rules and their enforcement rests with the Employer. The Union and the Employer agree that the enforcement of safety rules is to the mutual benefit of both and any questions concerning such rules will be appropriate subjects for discussions with the District Council and/or for processing under the Grievance Procedure of Article XXIII.

### **SECTION 3.**

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with all safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union or District Council liable to any employees or to any other persons in the event that work related disease, sickness, death, injury or accident occurs. Questions arising under this Article will be appropriate subjects for discussion with the District Council and/or for processing under the Grievance Procedure of Article XXIII.

### **SECTION 4.**

The Employer shall notify the Union sixty (60) days in advance of any changes in conditions of employment that may affect the health and safety of employees.

### **SECTION 5.**

Except as clearly and specifically required by law or regulation, the Employer shall not require any employee to sign a form or statement dealing with health and safety, hazards in the workplace, or instruction and training relating to hazards in the workplace, unless that form or statement has been negotiated with and agreed upon by the Union.

### **SECTION 6.**

The Employer may require employees to attend Journeyman Upgrading and Health and Safety certification classes when offered by the Union.

## **ARTICLE XVIII HEALTH & SAFETY AND SKILL ENHANCEMENT TRAINING**

All active Journeymen may complete health & safety or skill enhancement training classes, annually, after work hours. Journeymen shall be required to take such courses in accordance with the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities' Agreement and Declaration of Trust.

## **ARTICLE XIX ORGANIZING OBLIGATION**

When any member is notified to report for organizing activities by the District Council, the Employer agrees to accommodate any employee with the appropriate time off to fulfill their obligations under the mandatory organizing activities implemented by the District Council.

## **ARTICLE XX STEWARDS**

### **SECTION 1.**

Stewards shall be designated in all shops by the Union. The duties of the Stewards shall be as follows:

1. To see that the provisions of this Agreement are observed.
2. To receive and endeavor to adjust at the first step, all grievances which may be submitted to them. The Stewards shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any Steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the Steward or giving evidence with respect to an alleged violation of this Agreement. In the event that a particular job or project should be identified by the District Council to require a steward, the Steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of Steward. Top seniority shall only apply with respect to lay-off and overtime. With the exception of the foreman or supervisory personnel placed in charge of a job, the steward shall be the last to be laid off. The Steward shall perform work in the same manner as any other employee and shall cooperate with the supervisor to expedite the progress of the work. Stewards may be relieved of their duties at any time at the discretion of the Union or when they do not possess the qualified skills to perform the work available.

### **SECTION 2.**

It shall also be the duty of the Steward to see that all employees have their working cards or permits.

### **SECTION 3.**

The Union reserves the right to withdraw employees covered by this Agreement from any job where the Stewards or Business Representatives or Business Manager/Secretary-Treasurer of the District Council are prohibited, either from entering upon the premises of the job to inspect and investigate working conditions, or from conducting an adequate inspection, investigation, and report of such working conditions.

## **ARTICLE XXI**

### **TRUST FUNDS, CONTRIBUTIONS, COLLECTIONS AND SECURITIES**

#### **SECTION 1.**

##### **FRINGE BENEFIT CONTRIBUTIONS**

No later than the twenty-fifth (25) day of each and every month the Employer shall mail to the Trustees of their designated depository, a check or checks being made payable as designated to cover payment for the previous month to the Health and Welfare Fund, Pension Fund, Apprenticeship and Training Fund, Political Action Fund, Administrative Dues Check-Off, Organizing Fund, and any other fund that is established within this Agreement.

In addition, the Employer will properly complete and mail such forms and records as designated by the Trustees of said Fund. Each or any of the Funds referenced in this Agreement may engage a certified public accounting firm to periodically audit the books, payroll and wage records of any contributing Employer(s) for the purpose, of verifying contributions and deductions due and owing to the respective Fund(s) and/or liabilities for contributions due and owing to such Fund.

In the event such audit discloses for any period a deficiency in the payments reported and paid/not paid and the outstanding deficiency owed is greater than 10% of the amount originally reported for such period under this Agreement, the cost of the audit will be borne by the Employer.

In addition to all other remedies available to the parties and/or the various Fringe Benefit Funds with respect to “delinquent” Employers, the Union may treat any failure by an Employer to satisfy a delinquency as a breach of this Agreement. In such event, the Union may, in addition to any other remedy that may be available to it, and without being limited by any “no strike” obligation that may appear in this Agreement or be implicit in its terms, remove its members from any job(s) of such delinquent Employer. A removal of manpower by the Union, pursuant to this provision, shall not be construed as a “termination” of this Agreement with respect to any affected Employer.

#### **CENTRAL COLLECTION SYSTEM CLAUSE**

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

#### **BONDS/SECURITY FOR FUND PAYMENTS**

The sum of one thousand five hundred dollars (\$1,500) or a surety bond may be required of not less than five thousand dollars (\$5,000) and no more than fifty thousand dollars (\$50,000), at the discretion of District Council 51, in guaranteeing payment of any wages, fringe benefits and deductions by any signatory Employer.

In lieu of a “bond”, a “Letter of Credit” or “Certified Check” to be held in escrow (no interest to be paid) is acceptable. The amount of which may be adjusted for new Employers at the discretion of the District

Council. The District Council and/or Trustee's may require accelerated payments if any Employer(s) payments are irregular.

## **SECTION 2.**

### **INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES UNION AND INDUSTRY PENSION FUND AND INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES UNION AND INDUSTRY ANNUITY PLAN**

The only agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

1. Effective January 1, 2022, and each year thereafter, the Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union shall notify the employers of the new Pension rate each year.
  - a. For example: If the increase a District Council negotiates for the upcoming year is \$1.50 for industrial painting and \$1.00 for commercial, and the current Pension contribution rate is \$5.00 per hour, the contribution rate shall become \$ 5.08 for industrial because 5 percent of \$1.50 is seven-and-a half cents and rounded up becomes \$.08 cents. The contribution for commercial will become \$5.05 because 5 percent of \$1.00 is .05 cents. The District Council could choose to make both Pension contribution rates \$5.08 in order to keep them uniform.
2. Commencing with the 1st day of June 2022, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades 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 in accordance with the schedule in Article XXIX Section 1 to the above-named Pension Fund and/or to the International Union of Painters and/or Allied Trades Union and Industry Annuity Plan.
  - 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.

- d. The payments to the Pension Fund required above shall be made to the International Union of Painters and Allied Trades 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 he had actually signed the same.
- e. 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.
- f. 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 VI, Section 6 of the said Agreement and Declaration of Trust.
- g. 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 hereof 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 procedure or any "no-strike" clause that may be provided or set forth elsewhere in this Agreement.
- h. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the International Union of Painters and Allied Trades Union and Industry Pension Fund as a deduction for income tax purposes.
- i. On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate Schedule 2" and as allocated by the membership working under this Collective Bargaining Agreement:
  - Effective June 1, 2022, there shall be an increase of 0.82% equal to \$.04 cents above the existing hourly contribution rate of \$4.86. Effective December 1, 2024, there may be an increase of 19.18% equal to .93 ninety-three cents above the existing hourly contribution rate of \$4.86. The identified contributions will meet the outlined requirements of "Alternate Schedule 2" to contribute 20% (\$0.97) of the 2020 contribution rate.

### **SECTION 3. FINISHING INDUSTRIES LABOR MANAGEMENT PARTNERSHIP (LMP)**

Commencing with the 1<sup>st</sup> day June 2022 and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Finishing Industries Labor Management Partnership (LMP) for each employee covered by this Agreement, as follows:

1. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution in accordance with the schedule in Article XXIX Section 1 to the above named LMP Fund.
2. 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.
3. 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. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund. 2.
4. 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.
5. 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 the Agreement and Declaration of Trust.
6. If an Employer fails to make contributions to the 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 hereof 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 procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

### **SECTION 4.**

#### **HEALTH AND WELFARE FUND**

The parties to this Agreement agree to maintain a Trust Fund known as the IUPAT District Council No. 51 Health and Welfare Fund. The purpose of this Fund is to provide life insurance, sick benefits, hospitalization, medical fees, accident, surgical and dismemberment benefits for, but not limited to, eligible journey persons, apprentices, and their families, in such form and amount as the Trustees of the Fund may determine.

1. The Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust together with any amendments thereto which may be adopted shall be considered as part of this Agreement as though set forth here in full. The parties to this Agreement agree to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust.
2. The Employer agrees to contribute an amount for each hour worked, including overtime hours, by each journeyman and apprentice, in their employ to the Trust Fund at such time and in such manner as the Trustees require. The Trustees shall have the authority to have a representative selected by them audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Trust Fund. The contribution required herein shall be sent to the administrator of the Trust Fund in accordance with the schedule detailed in Article XXIX Section 1.
3. Each Employer may be required to have on deposit with the Trustees of the Trust Fund the sum of one thousand five hundred dollars (\$1,500) or a Surety Bond in the amount of five thousand dollars (\$5,000), as a minimum and not to exceed an amount of fifty thousand dollars (\$50,000) on the date of signing this Agreement. In lieu of a "bond", a "Letter of Credit" or "Certified Check" to be held in escrow (no interest to be paid) will be acceptable. Once any of the acceptable forms of deposit have been made, the Employer will not be required to make such a deposit again, unless a violation for non-payment has been committed whereby the Trustees are required to file a claim against the original Bond, Certified Check or Letter of Credit, for which the Trustees may then order the Employer to post a new or higher deposit amount, or as the Trustees otherwise deem appropriate under the circumstances.
4. All Employers from jurisdictions other than the jurisdiction of District Council No. 51 may be required to deposit with the Trustees at the time they become parties to this Agreement the sum of one thousand five hundred dollars (\$1,500) or a Surety Bond, Certified Check, or Letter of Credit in the amount of five thousand dollar (\$5,000), as a minimum, and not to exceed an amount of fifty thousand dollars (\$50,000) with the Trust Funds. Such Employers from other jurisdictions shall contribute to the Trust Fund currently an amount for each hour worked, including overtime hours each journeyman and apprentice, including temporary employees in their employ; in accordance with the schedule detailed in Article XXIX Section 1; provided, however, that upon the completion of jobs to be performed within the jurisdiction of District Council No. 51, such deposit may be credited against the per hour contributions owed for the final period and the excess deposit, if any, as of the time of final payroll period shall be returned to the aforesaid Employer.
5. An Employer who fails to make contributions to this Trust Fund on the due date (25<sup>th</sup> of each month) and in the manner determined by the Trustees shall be considered to have violated this Agreement and may be rendered ineligible to hire members of the Union, as determined by the Union, provided that such ineligibility shall not serve to terminate this Agreement and shall not relieve the Employer from its

continuing obligation to comply with the terms of this Agreement. The Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, including the removal of manpower. The Employer shall be liable for all statutory remedies available under ERISA statute 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection of the payments due plus attorneys' fees and costs. The Employer's liability for payment of any amount under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be set forth in this Agreement; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.

## **SECTION 5.**

### **THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES FINISHING TRADES INSTITUTE FUND (IUPAT-FTI)**

The Agreement between the Employer(s) and Union parties to this agreement regarding payments to the International Union of Painters and Allied Trades Finishing Trades Institute Fund (IUPAT-FTI) is as follows:

1. Commencing with the 1st day of June 2022 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Finishing Trades Institute Fund (IUPAT-FTI) for each employee covered by this Agreement, as follows:
  - a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in accordance with the schedule in Article XXIX Section 1 to the above named to the above-named Apprenticeship Fund.
  - b. Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeypersons, and utility workers.
  - c. The payments to the Apprenticeship Fund required above should be made to the International Union of Painters and Allied Trades Finishing Trades Institute Fund (IUPAT-FTI) which was established under an Agreement and Declaration of Trust, effective February 2005. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though it had actually signed the same.
2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI) such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture

- a. The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI) such Trustees as are now serving, or who will in the future serve, as Labor Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
  - b. The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT FTI) pursuant to the said Agreement and Declaration of Trust.
3. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.
4. If an Employer fails to make contributions to this Trust Fund on the due date (25<sup>th</sup> of each month) and in the manner determined by the Trustees, such failure shall be deemed a violation of this agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Contractor shall be liable for all statutory remedies available under the ERISA statute, 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection including attorney's fees and costs. The Contractor'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; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.
5. The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for income tax purposes.

## **SECTION 6.**

### **FINISHING TRADES INSTITUTE OF MARYLAND, VIRGINIA, WASHINGTON, DC AND VICINITIES**

1. Finishing Trades Institute of Maryland, Virginia, Washington, DC and Vicinities is hereby established for the sole purpose of training and educating apprentices and journeypersons. The fund shall be governed and controlled by the Board of Trustees of the Finishing Trades Institute of Maryland, Virginia, Washington, DC and Vicinities and will establish eligibility requirements for all applicants for apprenticeship. Terms of apprenticeship shall be described in the Standards of the Training Committee(s).
2. The Program for which the Fund is to be administered by the Board is as follows: To promote the Apprenticeship Training and Journeyman Education Program established and maintained by the parties to this fund by rendering assistance thereto by various means including the supplying of promotional materials for

the Program, educational and training materials for use in conducting the Program, and administrative assistance in the conduct of the Program.

3. The Employer hereby agrees to make contributions and deductions at the then current amounts as set forth in Article XXIX Section 1 for each hour or portion thereof, for which an employee receives pay and submit same to the Finishing Trades Institute of Maryland, Virginia, Washington, DC and Vicinities.
4. An Employer who fails to make contributions to this Trust Fund on the due date (25<sup>th</sup> of each month) and in the manner determined by the Trustees shall be considered to have violated this Agreement and may be rendered ineligible to hire members of the Union, as determined by the Union, provided that such ineligibility shall not serve to terminate this Agreement and shall not relieve the Employer from its continuing obligation to comply with the terms of this Agreement. The Union or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Employer shall be liable for all statutory remedies available under ERISA statute 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection of the payments due plus attorneys' fees and costs. The Employer's liability for payment of any amount under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be set forth in this Agreement; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.
5. Conditions for working Apprentices shall be:
  - a. All apprentices shall be trained in accordance with both Federal and State Apprentice Regulations.
  - b. Any apprentice employed will be indentured within 90 days of the date employed. He or she at all times during the work shift will work under the supervision of a journeyman. All apprentices must attend related instruction for a period of and at a place designated by the Finishing Trades Institute Committee (FTIC) and Trustees. All Employers agree to and support the Committee's and/or Trustees' obligations and decisions on training and educating apprentices.
  - c. All signatory employers shall comply with all State and Federal laws, specifically, Federal Act, 29 Code of Federal Regulations-Part 30.
  - d. Each Employer shall employ and train apprentices at a ratio of one (1) apprentice to every three (3) journeymen employed by the Employer, with approval of the District Council such ratio may be increased to one (1) apprentice to every one (1) journeyman.
6. Apprentice Wages, Fringe Benefits & Deductions.

Apprentices shall be paid a percentage of the Journeyman's Base Rate with all then current fringe benefit contributions and deductions as set forth in Article XXIX Section 1.

7. 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 Trusts, as amended from time to time.
8. If an Employer fails to make contributions to this Trust Fund on the due date (25<sup>th</sup> of each month) and in the manner determined by the Trustees, such failure shall be deemed a violation of this agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Contractor shall be liable for all statutory remedies available under the ERISA statute, 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection including attorney's fees and costs. The Contractor'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; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.

## **SECTION 8.**

### **POLITICAL ACTION TOGETHER**

The Employer(s) agree to deduct from employees' wages five cents (\$0.05) per hour. These five cents (\$0.05) per hour is to be contributed to the Political Action Together Fund of the International Union of Painters and Allied Trades. Employers party to this Agreement hereby agrees to honor authorizations for check-off of political contributions from all employees who are Union members in the following form:

### **AUTHORIZATION FORM FOR CHECK-OFF POLITICAL CONTRIBUTIONS**

"I hereby authorize my employer to deduct from my pay the sum of five (\$0.05) cents for each hour worked and to forward that amount to the PAT Political Committee, c/o International Union of Painters and Allied Trades, 7234 Parkway Drive, Hanover MD 21076. This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by notifying my employer, PAT Political Committee and District Council No. \_\_\_\_\_ and/or Local Union No. \_\_\_\_\_ in writing of a desire to do so."

Name \_\_\_\_\_

Signature \_\_\_\_\_

Social Security \_\_\_\_\_

## **ARTICLE XXII**

### **JOINT TRADE BOARD**

1. A Joint Trade Board consisting of a minimum of four (4) and no more than five (5) members designated by the District Council and a minimum of four (4) and no more than five (5) members designated by the Employers is hereby established. It is agreed to add equal portions along with any other Employer the Union may in the future recognize, all decisions shall be decided by a majority vote of all present, of which shall be final and binding to all parties to this Agreement.
2. The members shall designate one to act as Chairman and one as Secretary, provided that every twelve (12) months the Chairman and Secretary shall be alternated between the Contractor and Union members of the Board. Both parties shall designate alternates to attend Board meetings in the place of regular members who may be absent or against whom charges may be filed. Not less than two (2) members (or their alternates) from each group must be present to constitute a quorum. Each member (or alternate) present shall be entitled to one vote, but in no event shall the members from one group cast more votes than those from the other. Members of the Board shall serve at the pleasure of the party making the designation. It shall be the duty of the parties to fill vacancies within five (5) days after they occur.
3. The Board shall meet on the second Thursday every month or any other times as designated by the Chairman and Secretary. The Board shall hold special meetings at the request of any member, within seven (7) working days of written notification.
4. The duties of the Board shall include the processing, investigation and determination of grievances, disputes and alleged violations of the Agreement.
5. The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conducting of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.
6. No Board member shall sit as a Board member in any case involving themselves, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.
7. Decisions, awards, or orders of the Joint Trade Board shall be final and binding.

8. The Board shall maintain full and complete records and minutes of its proceedings which records, and minutes may be inspected at reasonable times by the parties to this Agreement when requested.
9. Betterment of Industry.
  - a. All matters considered beneficial to the industries, covered herein, not presently provided for in this Agreement, shall be referred to the Joint Trade Board for consideration and appropriate action for the betterment of the industry.

## **ARTICLE XXIII GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1. JURISDICTION OF PROCEDURES:**

All complaints, disputes, controversies, claims or grievances (hereinafter referred to as a dispute) arising between the parties to the Agreement involving questions of interpretation, application, or breach of any part of this Agreement, or arising out of the contractual relations between the parties and their respective members shall, be resolved in the following manner:

**Step 1** - In the first instance, the job or shop steward shall register a grievance with the foreman on the job. The Employer has three (3) working days to answer this grievance. If the grievance cannot be resolved at this step it shall proceed to Step 2.

**Step 2** - A District Council 51 Representative will meet with the foreman on the job. If the grievance cannot be resolved at this step within five (5) working days it shall proceed to Step 3.

**Step 3** - The Company Representative will meet with a committee appointed to hear this grievance at District Council 51's office. The Committee shall render a decision within three (3) working days of the meeting. If the Company does not agree with this opinion it has three (3) working days to write its reasons why it disagrees with the opinion of the Committee. If the Committee disagrees with the written response by the Company, the Business Manager/ Secretary Treasurer will proceed to Step 4 and file for a Joint Trade Board Meeting.

**Step 4** - From the time that either party files for a "Joint Trade Board Meeting", the Board must convene within five (5) working days. The Joint Trade Board must render its decision within three (3) working days. The decision of the Board will be final and binding on the parties. If the Employer refuses to comply with a final and binding decision issued at the Joint Trade Board level, the District Council will have the right to direct Employees of such Employer to refrain from work. If the "Joint Trade Board" cannot resolve the grievance, at this level: Either party can file for arbitration with the American Arbitration Association (AAA), within ten (10) working days. During the pendency of the Board's decision, there shall be no cessation of work of any type or description nor shall the Employer lock out any Employee.

**Step 5** - Arbitration

The American Arbitration Association will submit a panel of Arbitrators from whom the parties shall select an Impartial Chairman in accordance with the Rules and Regulations of the American Arbitration Association to hear the dispute. The decision of the Impartial Chairman shall be final and binding upon all parties to the proceedings and to this Agreement.

If an Employer fails to comply with an Arbitration Award within three (3) working days after it has been rendered, the Union shall have the right, aside from other legal remedies available to it, to direct the Employees of such Employer covered by this Agreement to refrain from working for such Employer as long as he has failed to comply with the Arbitration Award, and such action by the Union and the Employees shall not be considered a breach or violation of this Agreement.

Upon issuance of the arbitrators decision any party found in violation of this Agreement shall pay all the costs of the arbitration including administrative fees and the cost of an arbitrator. This shall not include the legal fees of any party using the services of an attorney or any other professional service, which shall be the responsibility of the party (s), engaged.

With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may terminate this Agreement by forty-eight (48) hours written notice to such Employer.

## **ARTICLE XXIV**

### **MARKET RECOVERY, ORGANIZING AND MAINTENANCE OF WORK**

#### **SECTION 1.**

It is agreed to, that District Council 51 exclusively has full authority to modify the terms and/or conditions of this Agreement with Employers and/or owners for the purposes of obtaining, maintaining and/or organizing work opportunities for the members and crafts the IUPAT represents for any specific job sites, and/or types of work.

## **ARTICLE XXV**

### **CHECK-OFF OF ADMINISTRATIVE DUES**

#### **SECTION 1.**

Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the District Council's bylaws and to remit said amount to the Union in the following manner:

1. The Union will notify the Employer in writing of the amount of administrative dues specified in the bylaws, and will submit to the Employer a copy of the District Council by-laws or the applicable by-law provision upon request.

2. For each payroll period, the Employer will deduct from the total gross wages of each employee the amount specified in the by-laws based on the percentage of the then current total weekly gross wages during said payroll period and will accumulate said deductions to the end of the month.
3. On or before the 25<sup>th</sup> day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

## **SECTION 2.**

When a signatory Employer performs a job within the jurisdiction of a union affiliated with the International Union of Painters and Allied Trades (IUPAT) other than the Union signatory hereto and the by-laws of that other union contain a provision for administrative dues or business representative “assessment,” the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative “assessment” in the amount stated in that other union’s by-laws, and shall remit said amount to that other Union. In that event, that other Union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 1 a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative “assessment” specified in its by-laws, and to submit to the Employer a copy of the by-laws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto, and the by-laws of that other Union contain no provision for administrative dues or business representative “assessment,” the Employer shall continue to be bound by Section 1.

## **SECTION 3.**

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

## **SECTION 4.**

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

## **SECTION 5.**

On or before the 25<sup>th</sup> day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

## **ARTICLE XXVI DURATION CLAUSE**

### **SECTION 1.**

This Agreement shall be in full force and effect for all parties signatory to this Agreement from June 1, 2022 to and including May 31, 2025 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to the expiration date of any subsequent contract year.

### **SECTION 2.**

Where no such cancellation or termination notice is served and the parties 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) and not more than ninety (90) days prior to the expiration date, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests 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.

**PAINTERS, DECORATORS,  
PAPERHANGERS,  
AND  
DRYWALL FINISHERS  
TRADE SPECIFICS  
AND  
WORKING CONDITIONS**

## **ARTICLE XXVII**

### **GEOGRAPHIC JURISDICTION**

#### **SECTION 1.**

The geographic jurisdiction of District Council No. 51 shall be as follows: all of the District of Columbia; the following counties in the State of Maryland: Baltimore, Prince George's, Montgomery, Calvert, Charles, St. Mary's, Anne Arundel, Harford, Cecil, Kent, Queen Anne's, Caroline, Talbot, Dorchester, Wicomico, Worcester, Somerset, Washington, Howard, Frederick, Carroll and the independent city of Baltimore; the independent cities in the State of Virginia including: Arlington, Alexandria, Norfolk, Portsmouth, Virginia Beach, Chesapeake, Suffolk, Newport News, Hampton, Richmond; the following counties in the State of Virginia: Accomack, Albemarle, Amelia, Appomattox, Arlington, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Chesterfield, Culpeper, Cumberland, Dinwiddie, Essex, Fairfax, Fauquier, Fluvanna, Goochland, Gloucester, Greene, Greensville, Isle of Wight, Hanover, Henrico, James City, King and Queen, King George, King William, Lancaster, Louisa, Loudon, Lunenburg, Madison, Mathews, Mecklenburg, Middlesex, New Kent, Northampton, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Prince William, Rappahannock, Richmond, Southampton, Spotsylvania, Stafford, Surry, Sussex, Westmoreland and York.

#### **SECTION 2.**

For the purpose of this Agreement the Washington, D.C., Maryland and Northern Virginia area will be defined as: City of Washington, DC; and the following counties in the State of Virginia: Arlington, Fairfax, Fauquier, Loudon, Prince William, Stafford; and the following counties in Maryland: Prince George's, Montgomery, Calvert, Charles, St. Mary's.

#### **SECTION 3.**

For the purpose of this Agreement the Baltimore area will be defined as: including the City of Baltimore and the following counties: Baltimore, Anne Arundel, Harford, Cecil, Kent, Queen Anne's, Caroline, Talbot, Dorchester, Wicomico, Worcester, Somerset, Washington, Howard, Frederick, Carroll.

#### **SECTION 4.**

For the purpose of this Agreement the Richmond, Norfolk, Southern Virginia area will be defined as: including the cities of Richmond, Norfolk, Portsmouth, Virginia Beach, Chesapeake, Suffolk, Newport News and Hampton; and the following counties in Virginia: Accomack, Albemarle, Amelia, Appomattox, Arlington, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Chesterfield, Culpeper, Cumberland, Dinwiddie, Essex, Fluvanna, Gloucester, Goochland, Greene, Greensville, Hanover, Henrico, Isle of Wight, James City, King and Queen, King George, King William, Lancaster, Louisa, Lunenburg, Madison, Mathews, Mecklenburg, Middlesex, New Kent, Northampton, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Rappahannock, Richmond, Spotsylvania, Surry, Sussex, Westmoreland and York.

## **SECTION 5.**

If during the life of this Agreement the General Executive Board of the International Union of Painters and Allied Trades adds or subtracts from the territory of District Council No. 51 then this Agreement shall be deemed modified to reflect such changes.

## **ARTICLE XXVIII HOURS OF WORK, HOLIDAYS AND OVERTIME**

### **SECTION 1.**

In an effort to expand work opportunities for all members of District Council No. 51 and since conditions beyond the control of the Employer may effect starting and quitting times and days of work, the following work schedule shall apply for all work: The Employer may establish any eight (8) hour shift within a twenty-four (24) hour period at straight time wages. Eight (8) hours shall constitute a day's work. All work over eight (8) hours in any one (1) day shall be paid at the rate of time and one-half the regular straight time wages. The work week shall be Monday through Saturday inclusive, provided that a minimum of seventy-two (72) hours' notice will be given for any scheduled work week which will include Saturday hours. All hours of work over forty (40) in one week shall be paid at the rate of time and one-half the regular straight time wages. All work performed on Sunday and Holidays shall be paid at the rate of time and one-half the regular straight time wages. The Employer may establish a four (4) day ten (10) hours per day work week at straight time wages where legal. Overtime shall be paid at the rate of time and one-half the regular straight time wages after ten (10) hours work in one day or after forty (40) hours work in one week, when working a four (4) day ten (10) hours per day schedule.

The Employer will pay an additional \$0.50 cents per hour night differential for any shift starting between the hours of 6:00pm and 12:00am.

### **SECTION 2.**

All overtime work as specified above shall at all times be reported to the District Council No. 51 office. The Union shall be entitled to inspect the Contractor's books to determine actual overtime payments.

### **SECTION 3.**

Overtime work is to be offered first to the members who are working on the job during the regular workweek. There will be no reprisals against any member who refuses to work overtime.

### **SECTION 4.**

The following days shall be observed as holidays: New Year's Day, Martin Luther King's Birthday, Decoration (Memorial) Day, Independence Day (Fourth of July), Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day. Any holidays that fall on Sunday shall be observed on Monday and any holidays that fall on Saturday shall be celebrated on Friday. Under no circumstances shall any work be performed on Labor Day.

Overtime shall be paid for all time worked in excess of eight hours (8) in any one day, or forty (40) hours in any one week, except where there is a holiday during that week, in which case, overtime shall be paid after an employee has worked in excess of thirty-two (32) hours in a four (4) day workweek, or twenty-four (24) hours in a three day workweek. When work is performed on a holiday, the overtime rate of wages shall be paid according to the schedule outline above. If an employer requests a holiday be made up on Saturday, the member may choose to work on Saturday at regular straight time pay; if not, there will be no repercussions to the member.

#### **SECTION 5. Election Day**

On General Election Day in November all Employees may stop work after four (4) hours work and get paid eight (8) hours wages and four (4) hours on the fringe benefits. Sign-up for election polls must be completed at District Council 51's offices, on Election Day. If an employee does not work the polls, it is a normal workday. The Employer(s) will have a right to verify these records.

### **ARTICLE XXIX WAGES AND FRINGE BENEFIT CONTRIBUTIONS**

#### **SECTION 1. WAGE & FRINGE BENEFITS**

Any portion of the negotiated increase(s) provided herein will be allocated at the proper time intervals at the District Council's discretion for the duration of this Agreement.

Starting June 1, 2022 all journeyperson will have one year to attain the following certifications, in addition every June 1 thereafter, any allocated annual increase to the hourly wages of the journeyperson will subject to the individual maintaining valid certifications:

- OSHA 30
- Fall Protection
- Respirator Fit
- Aerial Lift
- First Aid/CPR

The following schedule reflects changes effective June 1, 2022:

**PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 51**  
**COLLECTIVE BARGAINING AGREEMENT JUNE 1, 2022 - MAY 31, 2025**

**WAGES & FRINGES IN EFFECT JUNE 1, 2022 TO MAY 31, 2023**

**SPECIALTY, COMMERCIAL/MOLD REMEDIATION, RESIDENTIAL/GOVERNMENT HOUSING, DRYWALL  
FINISHERS, WALLCOVERER  
WASHINGTON DC / BALTIMORE AREAS**

**FRINGE BENEFITS CONTRIBUTIONS**

	<b>Journey person</b>		<b>Apprentice</b>			
		1st Year	2nd Year	3rd Year	4th Year	
IUPAT DC51 Health & Welfare	\$	5.66	\$ 5.66	\$ 5.66	\$ 5.66	\$ 5.66
IUPAT Industry Pension Fund	\$	4.90	\$ 0.45	\$ 0.55	\$ 0.55	\$ 0.55
DC 51 Finishing Trades Institute	\$	0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75
IUPAT Finishing Trades Institute	\$	0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
IUPAT LMP	\$	0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
DC 51 LMF	\$	0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
<b>TOTAL</b>	<b>\$</b>	<b>11.56</b>	<b>\$ 7.11</b>	<b>\$ 7.21</b>	<b>\$ 7.21</b>	<b>\$ 7.21</b>

**DEDUCTED FROM EMPLOYEE'S PAY**

Political Action Trust (PAT)	\$	0.05	per hour
Organizing Fund	\$	0.05	per hour
IUPAT Administration	\$	0.10	per hour
Check-off Administrative Dues Dues shall be deducted at the rate of five percent (5%) of all gross wages			

**HOURLY WAGES**

<b>JOURNEYPERSON PAINTER &amp; WALLCOVERER</b>		Starting 6/1/2023	Starting 6/1/2024
Specialty	\$ 27.61	\$ 1.00	\$ 1.25
Commercial/Mold Remediation	\$ 26.61	\$ 1.00	\$ 1.25
Residential/Government Housing	\$ 24.23	\$ 1.00	\$ 1.25
<b>JOURNEYPERSON DRYWALL FINISHER</b>			
Commercial (hand tools)	\$ 26.61	\$ 1.00	\$ 1.25
AMES Tools (while using automated tool)	\$ 28.61	\$ 1.00	\$ 1.25
Composite Rate: Rate shall match UBC rate when using UBC members to Drywall Finish			
<b>APPRENTICE COMMERCIAL PAINTER &amp; DRYWALL FINISHER</b>			
First Year	60%	\$ 15.97	
Second Year	70%	\$ 18.63	
Third Year	80%	\$ 21.29	
Fourth Year	90%	\$ 23.95	
<b>IN ADDITION</b>		<b>WITHOUT STP</b>	<b>WITH STP</b>
Foreman	3 workers	\$ 1.00	\$ 2.00
Foreman	4-15 workers	\$ 2.00	\$ 3.00
Foreman	16 + workers	\$ 4.00	
Night Differential	\$ 0.50	per hour (see Article XXVIII, Section 1)	
Height Pay	\$ 1.00	per hour (see Article XXIX, Section 11)	

PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 51					
COLLECTIVE BARGAINING AGREEMENT JUNE 1, 2022 - MAY 31, 2025					
WAGES & FRINGES IN EFFECT JUNE 1, 2022 TO MAY 30, 2023					
SPECIALTY, COMMERCIAL/MOLD REMEDIATION, RESIDENTIAL/GOVERNMENT HOUSING, DRYWALL FINISHERS, WALLCOVERER					
RICHMOND, NORFOLK & SOUTHERN VIRGINIA AREA					
FRINGE BENEFITS CONTRIBUTIONS					
	Journey person		Apprentice		
		1st Year	2nd Year	3rd Year	4th Year
IUPAT DC51 Health & Welfare	\$	5.66	\$ 5.66	\$ 5.66	\$ 5.66
IUPAT Industry Pension Fund	\$	4.90	\$ 0.45	\$ 0.55	\$ 0.55
DC 51 Finishing Trades Institute	\$	0.75	\$ 0.75	\$ 0.75	\$ 0.75
IUPAT Finishing Trades Institute	\$	0.10	\$ 0.10	\$ 0.10	\$ 0.10
IUPAT LMP	\$	0.10	\$ 0.10	\$ 0.10	\$ 0.10
DC 51 LMF	\$	0.05	\$ 0.05	\$ 0.05	\$ 0.05
TOTAL	\$	11.56	\$ 7.11	\$ 7.21	\$ 7.21
DEDUCTED FROM EMPLOYEE'S PAY					
Political Action Trust (PAT)		\$ 0.05	per hour		
Organizing Fund		\$ 0.05	per hour		
IUPAT Administration		\$ 0.10	per hour		
Check-off Administrative Dues	Dues shall be deducted at the rate of five percent (5%) of all gross wages				
HOURLY WAGES				Starting	Starting
JOURNEYPERSON PAINTER				6/1/2023	6/1/2024
Specialty			\$ 20.58	\$ 1.00	\$ 1.25
Commercial/Mold Remediation			\$ 19.58	\$ 1.00	\$ 1.25
Residential/Government Housing			\$ 16.82	\$ 1.00	\$ 1.25
JOURNEYPERSON DRYWALL FINISHER					
Commercial (hand tools)			\$ 19.58	\$ 1.00	\$ 1.25
AMES Tools (while using automated tool)			\$ 21.58	\$ 1.00	\$ 1.25
Composite Rate: Rate shall match UBC rate when using UBC members to Drywall Finish					
APPRENTICE COMMERCIAL PAINTER & DRYWALL FINISHER					
First Year	60%		\$ 11.75		
Second Year	70%		\$ 13.71		
Third Year	80%		\$ 15.66		
Fourth Year	90%		\$ 17.62		
IN ADDITION					
		WITHOUT STP	WITH STP		
Foreman	3 workers	\$ 1.00	\$ 2.00		
Foreman	4-15 workers	\$ 2.00	\$ 3.00		
Foreman	16 + workers	\$ 4.00			
Night Differential		\$ 0.50	per hour (see Article XXVIII, Section 1)		
Height Pay		\$ 1.00	per hour (see Article XXIX, Section 12)		

## **SECTION 2. Commercial: New Construction/Major Alteration/Repaint-Remodeling Specialty**

Will include but not be limited to; any and all work/processes to be performed at all office buildings, warehouses, schools, hospitals, museums, theaters of any kind, malls, department stores, food stores, supply houses, depots, strip malls, churches, retirement homes, apartment buildings, condominiums, hotels, motels, restaurants, commercial culinary facilities, stadiums, etc.

**New Construction** is work built from the ground up and is bid through a General Contractor or Construction Manager. Major Alteration is work where a General Contractor or Construction Manager is involved, and a majority of all of the other trades are on the jobsite. The original or existing character or configuration are to be changed.

**Repaint-Remodel** is work on existing properties or structures, which previously has been finished or remodeled. Work performed where signatory Employer is the prime contractor or they are working through a general contractor or construction manager and no other trades or a minority of the trades are involved.

**Specialty** is work that is performed by Painters or Wallcoverers, who are tasked with spraying, architectural coatings or other specialty coatings that are required specialized spray equipment other than the standard airless spray pump, marbleizing, wood graining, faux finishing, artistical work, hanging of murals, foils and other specialty products outside of the standard vinyls and fabrics, etc.

## **SECTION 5. Residential and Government Housing**

The following work shall be paid at the residential government housing rate of pay: all residential single and multi-family dwellings, sub-division tract housing, condominiums, apartments, schools, government housing and non-industrial work on military installations.

**SECTION 6.** On all Davis-Bacon work the Employer agrees to pay the applicable wage in this Agreement when it is higher than the posted Davis-Bacon rate. The wage rate shall apply for the duration of the job; fringe benefits contributions will be paid at the then current amount

**SECTION 7.** Whenever there is a dispute with respect to rates of pay of employees or with respect to the proper crediting of dues checked off by the Employer, the contractor and the Union agree upon request to produce for inspection any books and records maintained by either party which may be relevant to the resolution of the dispute.

**SECTION 8.** On all construction jobs where the work is performed at the job site and three (3) men are used, one of the Journeyperson Painters on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Painter shall receive one (\$1.00) dollar an hour more than the regular wage while he is acting in that capacity.

On all construction jobs where the work is performed at the job site and four (4) or more and up to fifteen (15) men are used, one of the Journeyperson Painters on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Painter shall receive two (\$2.00) dollars an hour more than the regular wage while he is acting in that capacity.

On all construction jobs where the work is performed at the job site and sixteen or more (16 +) men are used, one of the Journeyperson Painters on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Painter shall receive four (\$4.00) dollars an hour more than the regular wage while he is acting in that capacity.

**SECTION 9.** A Shopman shall be used on the job-site where fifteen (15) or more employees are employed. He shall receive sixty cents (\$0.60) per hour above the Journeyman wage in the category he would be working with. Shopmen and Foremen shall be permitted to report on the job fifteen (15) minutes before starting time and remain fifteen (15) minutes later than regular quitting time. All shop work in excess of allotted fifteen (15) minutes shall be paid for at the prevailing overtime rate or rates, as per Agreement.

**SECTION 10.** Employees shall be paid either by direct deposit, postal delivery, or on the job-site weekly each Friday, not later than the close of the regular work day and not more than five (5) days' wages may be withheld at any time. The Employer has up to five (5) business days to process and pay their employees after the close of their regular payroll period. Any employee not receiving pay by the end of the regular work week shall be entitled to receive overtime for each hour worked thereafter until paid, except in a case of an emergency. Any employee not receiving their pay and are required to go to the Employer's shop or office to receive pay shall be allowed sufficient time to travel to the Employer's shop or office, at the Employer's expense and also receive mileage from the job to the shop.

All wages shall be paid in cash or negotiable check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the Employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due the employee. Wage payments shall conform with all applicable federal and state laws.

**SECTION 11.** On all Commercial construction sites any employee working on suspended scaffolding, aerial boom lifts, scissor lifts that extend forty (40) feet or over, scaffolding and ladders that extend forty (40) feet or over will be paid one (\$1.00) dollar additional per hour, provided the employee has the appropriate certifications.

## **ARTICLE XXX WORKING CONDITIONS**

### **SECTION 1.**

There shall be unlimited use of all tools provided all local, state, and federal safety laws and regulations are adhered to.

### **SECTION 2. Job Notice.**

It is further agreed that the Employer for the period of this Agreement, will notify the office of District Council No. 51 of every job that the Employer has undertaken or contracted to perform under the terms of this Agreement. The job notice to District Council No. 51 shall show the name of the job, location, description of the job, approximate starting and completion dates, and approximate number of men that will be required. The job notice is to be sent to District Council No. 51's office as soon as such fact is known to the Employer or no later than seventy-two (72) hours from the date of the award of the contract to the Employer.

**SECTION 3.** All journeypersons and apprentices shall be dressed and prepared to start work at the established starting time. All journeypersons and apprentices shall be allowed sufficient time before meal time and quitting time for the purpose of placing material and equipment where they properly belong and be allowed sufficient time to clean up and change before quitting time.

**SECTION 4.** The parties agree that no journeyperson or apprentice will be required to haul materials in his privately owned vehicle which exceed ten (10) pounds in weight.

**SECTION 5.** The Contractor agrees that when an employee is laid off he shall immediately be paid off in full. If an employee is laid off and is not paid in full he will receive four (4) additional hours pay at the regular straight time rate, provided the employee is on the job at quitting time on the last working day prior to layoff. If the employee still does not receive his pay within 24 hours after initial lay off the employee will receive four (4) additional hours compensation at the regular straight time rate, and four (4) additional hours for every 24 hour period of waiting time thereafter. In the event that there are problems when checks are mailed in lieu of hand delivering them to the jobsite, each occurrence will be considered to determine whether the above conditions apply.

If an employee should voluntarily quit or be discharged for just cause he will receive his pay at the end of the next regularly scheduled pay period. If not received on their regular pay day then they will be entitled to receive four (4) additional hours pay at the regular straight time rate for each twenty-four (24) hour period they do not receive their pay, unless in possession of company equipment and/or materials. The employee shall be paid when said equipment and/or materials are returned to the Company.

**SECTION 6.** Any Employer requesting the Union to furnish a member or telling a member to report for work, and failing to place them on job, shall pay employee reporting time on the basis of straight time for two (2) hours pay. Any member who begins work for the day, and has to stop working due to conditions that are no fault of their own, shall be paid reporting time on the basis of straight time for four (4) hours pay.

**SECTION 7.** All employees are entitled to one (1) ten (10) minute coffee break and half hour lunch period per shift. The lunch period is to be taken unless at management's discretion a change is permissible and such change is also agreed upon by everyone that works on that job. There shall be no retaliation against those that do not wish to forego a change to their lunch period.

**SECTION 8.** The Employers further agree to always request free parking on the job-site from the Developer or General Contractor for all employees working on the job-site. Additionally, the employer agrees to reimburse an apprentice \$10.00 per receipt submitted for parking in Arlington Virginia, The District of Columbia and The City of Baltimore.

**SECTION 9.** All employees' work clothes shall consist of clean, white painters' clothing, including overalls and pants with no advertisement, except the logo of the Union and/or the Employer.

**SECTION 10.** Employers will furnish all tools with the exception of the employees' standard hand tools.

**SECTION 11.** The Employers agree to pay a stipend equal to four hours of straight time pay to any apprentice attending their required eight-hour apprenticeship school day pending verification of attendance. Additionally, any apprentice who has an unexcused absence from work during that same work week will forfeit the stipend.