



## **Light Commercial & Residential Agreement**

**BETWEEN**

**PAINTERS AND ALLIED TRADES  
DISTRICT COUNCIL 51**

**OF**

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

**AND**

**<YOUR COMPANY NAME HERE>**

### **ARTICLES OF AGREEMENT**

This Agreement, executed \_\_\_\_\_ by and between the International Union of Painters and Allied Trades, District Council 51, AFL-CIO (hereinafter referred to as the "Union") and \_\_\_\_\_ (hereinafter referred to as the "Employer") shall be in full force and effect until the expiration date disclosed in the duration clause. This agreement shall continue from year to year thereafter unless notice of termination or modification is given in writing by either party to the other at least sixty (60) days prior to any expiration date.

### **ARTICLE I - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the employment of the Employer, on any and all work covered by this Agreement with respect to wages, hours, and other terms and conditions of employment.

### **ARTICLE II - SCOPE OF AGREEMENT**

**Section 1. Territorial Jurisdiction** The territorial jurisdiction for this agreement shall include, but is not limited to, the jurisdiction within the states of Maryland, Virginia and the District of Columbia as chartered by the General Executive Board of the International Union of Painters and Allied Trades.

**Section 2. Scope of Work** The scope of work covered by this agreement shall be any construction, maintenance, remodel, or renovation work pertaining to the construction of light commercial and residential dwellings, in accordance with the wage rates established in the attached Addendum Schedule A to this agreement.

**Section 3. Scope of Work Limitations** The Employer is limited to the use of the recapture rates established within the schedules and attached addendums to this agreement. The rate of pay and

schedules for all classifications specified herein “will not be” utilized on any category of work which has historically been performed by members of the union working for signatory employers; nor on any type of publicly owned or financed projects where prevailing rates apply, nor where any union funds of any type or amount(s) are involved in funding the project, nor where Project Labor Agreements (PLA’s) are in place, or on any union owned or operated properties.

### **ARTICLE III - FUNCTION OF MANAGEMENT**

**Section 1.** In the exercise of its functions 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, demote, or 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 consistent 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.

**Section 2.** On all work covered by this Agreement, 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 workday. 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 IV – HIRING PRACTICES / ASSIGNMENT OF EMPLOYEES**

**Section 1.** The union may maintain a register of applicants for Employer’s signatory to this agreement.

**Section 2.** The Union will have 72 hours, upon notification by the Employer, to fulfill any requests for manpower. If the Union is unable to furnish applicants to the Employer within 72 hours, the Employer may solicit applicants from any source. The Employer may reject any applicant for employment referred by the Union.

**Section 3.** Workers may solicit their own work opportunities with an Employer. The Employer will notify the District Council promptly of the name, addresses and Social Security Number of any such employee(s) hired directly.

### **ARTICLE V- PAYMENT OF WAGES & FRINGE BENEFITS**

It is agreed to that all wages are to be paid on a weekly basis at the end of an established pay week. It is further agreed that all new signatory employers remit fringe benefits contributions and payroll deductions monthly.

## **ARTICLE VI - HOURS OF WORK, SHIFT WORK AND HOLIDAYS**

**Section 1.** The pay period shall be any seven (7) day period designated by the Employer. All hours worked over 40 hours within each pay period shall be paid at the rate of one and one half the regular rate of pay. Work performed on Sunday shall be paid at the rate of time and one half the regular rate of pay at all times. A forty-hour work week may consist of four 10-hour days starting at any day of the work week.

**Section 2.** The following days should be considered holidays, and any work performed on these days shall be paid at the rate of time and one half the regular rate of pay: New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Martin Luther King Day, Veterans Day, Thanksgiving and Christmas.

**Section 3.** All employees shall be paid weekly at least 30 minutes prior to the end of the workday. Not more than five (5) days pay shall be held back for the period between the close of the pay period and pay day. A statement of earnings and deductions shall accompany the pay. Employees shall be notified and paid in full at least thirty (30) minutes before being laid off at lunch or at quitting time.

## **ARTICLE VII - ACCESS TO JOBS**

The Employer agrees that the International Representative and/or Local Representative of the District Council or Local Union shall have access to all jobs of the Employer subject to customer's rules and regulations.

## **ARTICLE VIII - 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 8th day following the beginning of their employment, or on and after the 8th day following the effective date of this Agreement, or the date of execution of this Agreement, whichever is the later.

**Section 2.** 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 the new employees to the appropriate area Union Representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

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

The Employer agrees to deduct and to remit the Administrative Dues Check-off in accordance with the wage and remittance schedules prescribed herein.

## **ARTICLE X – CONTRIBUTIONS OF FRINGE BENEFITS**

**Section 1.** For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make monthly payments to the Finishing Trades Institute of Maryland, Virginia, Washington, D.C., and Vicinities (“DC51 FTI”), The DC51 Organizing Fund (“DC51 ORG”), The International Labor Management Partnership Fund (“LMP”), The International Finishing Trades Institute (“IFTI”), and the DC51 Labor Management Fund (“LMF”) for each employee covered by this Agreement. In addition, the Employer will properly complete and send such forms and records as designated by the Trustees of said Fund. Contributions shall be paid as follows:

- (a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution per the appropriate schedule contained herein to the Finishing Trades Institute of Maryland, Virginia, Washington, D.C. and Vicinities (“DC51 FTI”), The DC51 Organizing Fund (“DC51 ORG”), The International Labor Management Partnership Fund (“LMP”), The International Finishing Trades Institute (“IFTI”), and the DC51 Labor Management Fund (“LMF”). The Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked.
- (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, journeypersons, trainees, and probationary employees.

**Section 2.** All contributions to the Fund described above shall be made at such time and in such manner as the trustees of each respective Fund may require. The trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

If an Employer fails to make contributions to the Fund described above within five (5) days after the date required by the trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys’ fees and such penalties as may be assessed by the Trustees of each respective Funds. The Employer’s liability for payment under this provision shall not be subject to or covered by any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.

Each of the respective Funds described above 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 these Funds as deduction for income tax purposes.

**Section 3.** The Employer and the Union hereby agree to be bound by and to the said Agreement and Declaration of Trust for the various Funds mentioned above, as amended from time to time, as though he had actually signed the same.

**Section 4.** The Employer and the Union hereby irrevocably designates as its representatives on the Board of Trustees of the Finishing Trades Institute of Maryland, Virginia, Washington, D.C. and Vicinities, 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.

## **ARTICLE XI – SAFETY AND COMPLIANCE WITH LAWS AND REGULATIONS**

**Section 1.** The Employer must abide by 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.

**Section 2.** 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 District Council No. 51.

## **ARTICLE XII- 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 sale, 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 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 to assume the obligations of this Agreement.

## **ARTICLE XIII - NON-DISCRIMINATION**

The Employer and/or the IUPAT shall not discriminate against any person because of or on account of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

## **ARTICLE XIV - SUBCONTRACTING**

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 signed to a Collective Bargaining Agreement with a District Council or Local Union affiliated with the International Union of Painters and Allied Trades, AFL-CIO.

## **ARTICLE XV – NO WORK STOPPAGE**

It is mutually agreed that there should be no work stoppages on work being performed under this Agreement for any labor disputes.

## **ARTICLE XVI – EQUIPMENT AND TOOLS**

All tools and equipment with the exception of hand tools will be supplied by the Employer.

## **ARTICLE XVII –GENERAL SAVINGS CLAUSE**

If any article or Section of the 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 (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 XVIII – DURATION AND NOTICE**

This Agreement shall be in full force and effect from \_\_\_\_\_, through **December 31<sup>st</sup>, 2023** and shall continue from year to year thereafter unless written notice of desire to modify the or terminate the Agreement is served by either party to the other not less than sixty (60) days prior to any anniversary date.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement as of the day and year noted below.

**For: Union**

**For: Employer**

**Signature**\_\_\_\_\_

**Signature**\_\_\_\_\_

**Print**\_\_\_\_\_

**Print**\_\_\_\_\_

**Date**\_\_\_\_\_

**Date**\_\_\_\_\_

## **Addendum Schedule A**

**IUPAT DC 51 COLLECTIVE BARGAINING AGREEMENT  
FOR LIGHT COMMERCIAL/RESIDENTIAL  
WAGE AND FRINGE BENEFIT RATES  
EFFECTIVE JANUARY 1, 2023 - THROUGH DECEMBER 31, 2023**

**EMPLOYEE CLASSIFICATIONS**

PAINTER/DRYWALL FINISHER L3	\$18.00-\$20.00 PER HOUR
PAINTER/DRYWALL FINISHER L2	\$16.00-\$18.00 PER HOUR
PAINTER/DRYWALL FINISHER L1	\$15.00-\$16.00 PER HOUR
HELPER (WHERE APPLICABLE)	MINIMUM WAGE-\$15.00 PER HOUR
DRYWALL FINISHER PIECE WORK	*RATE TBD PER PROJECT

- \*Drywall Finisher piece work rates are permissible. Piece work rates per board will be determined per project but disclosed to the union prior to the start of the project. Any drywall finisher working on a piece work project, must have matched, or exceeded their normal weekly gross based on their normal hourly rate for the number of hours worked in a seven-day work week (overtime calculations applicable). Fringe benefits to be paid on hours worked.
- \*Employee fringe benefit contributions & deductions apply to all classifications

**FRINGE BENEFITS CONTRIBUTIONS - \$0.95 TOTAL**

DC51 FTI FUND	\$0.25 PER HOUR
LMP FUND	\$0.10 PER HOUR
IFTI FUND	\$0.10 PER HOUR
DC51 LMF FUND	\$0.50 PER HOUR

**DEDUCTED FROM EMPLOYEE'S WAGES**

Administrative Dues Check-Off: 2% of total weekly gross wages to be remitted by the employer.  
DC51 Organizing Fund: \$0.05 per hour worked per week to be remitted by the employer.