

# NATIONAL AGREEMENT

BETWEEN

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

AND



## ARTICLES OF AGREEMENT

This Agreement, executed \_\_\_\_\_ by and between the International Union of Painters and Allied Trades, AFL-CIO, CLC (hereinafter referred to as the "IUPAT") and \_\_\_\_\_ (hereinafter referred to as the "Employer") shall be in full force and effect for a period of one year from the above date and 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 anniversary date.

## ARTICLE I - RECOGNITION

The Employer recognizes the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT) 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.** The scope of work covered for this agreement shall be as set out in the attached "Addendum".

**Section 2.** The IUPAT recognizes that the Employer may be signatory to other Collective Bargaining Agreements and further, that work assignments vary in different areas of the country. Work may be assigned in accordance with historic practices in the area where the work is to be performed. Where more than one craft has historically performed work of a given category, the work may be assigned to that craft that has performed the predominant amount of work for the employer in that category and in that area.

**Section 3.** This Agreement shall take precedence over all District Council, Local Union, Statewide or Region-Wide Agreements unless otherwise stated herein.

**Section 4.** All other work performed by the Employer which is not spelled out in Section 1 and 2 of this Article and coming within the work jurisdiction of the IUPAT as presently set forth in its Constitution shall be performed and governed by the Local Collective Bargaining Agreement of any subordinate body of the IUPAT which is applicable in the area where the work or job is to be performed.

**Section 5.** Since an essential part of this Agreement is to recover, for the IUPAT and its National Contractors, work that has gone non-union, and to maintain work that is Union, the parties agrees as follows: Where it is determined that at least ninety percent (90%) of all of the work described in **Article II, Section I** of this Agreement is currently being performed by members of an affiliated District Council or Local Union of the IUPAT within their granted territorial jurisdiction, then this Agreement shall not apply. It is further agreed that the terms and conditions of the Collective Bargaining Agreement currently in effect within the territorial jurisdiction of an affiliated District Council or Local Union of the IUPAT shall prevail when it is determined by the International that this Agreement does not apply.

### **ARTICLE III - NULL AND VOID**

This Agreement will become null and void at any time the Employer is not signatory to the Collective Bargaining Agreement of the District Council or Local Union having jurisdiction of the geographic area where the Employer's principle place of business is located.

### **ARTICLE IV - 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 and/or contracting entities, 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 work as defined under **Article II**, the Employer and the IUPAT 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.

**Section 3.** The IUPAT agrees that in those situations where presently the jurisdiction of work is divided between two or more District Councils or Local Unions, the IUPAT's General Executive Board will, upon request from either the District Council or Local Union or Employer, determine what District Council or Local Union will have jurisdiction of the work in question.

## **ARTICLE V – HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES**

**Section 1.** The assignment of employees and hiring practices covered for this agreement shall be as set out in the attached “*Addendum*”.

**Section 2.** Regular employees of the Employer transferred from one locality to another by the Employer shall be privileged to exercise their normal functions and shall conform and comply with the provisions of this Agreement. These regular employees will not be required to deposit clearance cards in any Local Union unless they elect to do so of their own accord. The Employer will submit to the appropriate District Council or Local Union having jurisdiction of the area where the job is located a listing of all regular employees, on a weekly basis when requested. In addition to this list, a complete listing of all employees will be submitted to the appropriate District Council or Local Union having jurisdiction of the area where the job is located on a weekly basis.

**Section 3.** Qualified employees shall mean that they are experienced in performing the type of work required and/or able to perform said type of work. All employees on all work performed under this Agreement must be qualified and certified as per the bid specifications for manpower qualifications required by the contracting agencies. The Union shall work with the Employer to see that all employees are certified as required. However, this shall be the sole responsibility of the Employer to see that all employees are certified as required.

## **ARTICLE VI- WAGES, FRINGES, SUBSISTENCE & WORKING CONDITIONS**

**Section 1.** The wages, fringes, subsistence and working conditions covered for this agreement shall be as set out in *Schedule “A”* in the attached “*Addendum*”.

**Section 2.** After the Employer has been awarded the job or the operation has commenced on a project, no subsequent change in wages or working conditions in such area will become effective insofar as the Employer is concerned, except for (1) deferred wage increases, and (2) negotiated wages or fringe benefit payment increases by the bargaining parties in the area. It is expressly agreed that when any work is performed in any area during a renegotiation period, the negotiated increase, if any, shall be paid retroactively back to the termination date of the previous area Agreement. There shall be no lockout by the Employer occurring during the period of negotiations.

**Section 3.** The Employer when working in the jurisdiction of the District Council or Local Union affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC, where the projects are located, shall, with respect to employees hired from within said jurisdiction, make contributions on behalf of such employees to all pension, health, welfare, apprenticeship and training, and other fringe benefit funds provided for in the Collective Bargaining Agreement currently in effect between said District Council or Local Union and area contractors. On all employees the Employer brings into said area, the Employer shall make such contributions to their "home" fringe benefit funds as are provided for in the Collective Bargaining Agreement of the employees' "home" District Council or Local Union. For the foregoing purpose, the Employer hereby:

- (a) Agrees that such contributions shall be made at the rate, in the manner and under the terms and conditions specified in the applicable Collective Bargaining Agreement;

- (b) Agrees that where the International Union of Painters and Allied Trades Union and Industry Pension Fund is applicable, contributions shall be made in the manner and under the terms and conditions specified in the Standard Form of Participation Agreement issued by the Trustees of said Fund;
- (c) Agrees to make a direct contribution of **five cents (.05)** to the IUPAT Joint Apprenticeship and Training Fund (“IUPAT JATF”), established under an agreement and Declaration of Trust effective May 1, 1995, for each hour or portion thereof worked by the Employer’s employees. Said contributions shall be made in the manner and under the terms and conditions specified in the Model Collective Bargaining Clause issued by the Trustees of said Fund.
- (d) Binds itself to all Trust Agreements or other Trust Documents establishing said fringe benefit funds;
- (e) Irrevocably designates as its Representative on the Board of Trustees of said Funds, such Trustees as are named in said Trust Agreements or other Trust Documents as Employer Trustees, together with their successors selected in the manner provided in said Trust Agreements or other Trust Documents; and
- (f) Agrees to be bound by all actions by said Trustees pursuant to the said Trust Agreements or other Trust Documents.

**Section 4.** All of the employees covered by this Agreement shall be made aware of the project rules and regulations of the Company and the Employer at the time of their hire and that they shall be bound by them throughout the duration of their employment. Violation of these project rules and regulations is direct and just cause for disciplinary action, including immediate discharge, subject to the grievance procedure.

**Section 5.** It is hereby expressly agreed that should the Employer fail to remit the scheduled payments contained in **Sections 1, 2, and 3** of this Article, it is fully understood that this Agreement is subject to termination as to such Employer by a seventy-two (72) hour notice in writing served upon the Employer by the IUPAT. In addition to termination of the Agreement, the IUPAT and subordinate District Councils or Local Unions reserve and retain the right to enforce the Agreement by all lawful means.

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

**Section 1.** Unless otherwise specified in the attached addendum, the regular hours of work shall be as outlined in the local Collective Bargaining Agreement in the area where the work is being performed.

**Section 2.** Unless otherwise specified in the attached addendum, the pay for holidays shall be time and one-half (1½). Holidays shall be: New Year's Day, Decoration Day (Memorial Day), Veteran's Day, Fourth of July, Thanksgiving Day and Christmas Day, on the days locally observed. No work shall be performed on Labor Day except in case of emergency as to protect lives or property.

**Section 3.** On Federal, State and Provincial election days, employees shall receive a full days wages for a half days work for the sole purpose of voting in said election. Each employee shall be responsible for providing evidence of their having voted from their respective polling place to the Employer.

## **ARTICLE VIII - PAY DAY**

**Section 1.** Wages will be paid weekly by check. All employees who are discharged or laid off will be paid in full immediately. Employees who quit may have to wait until the next regular pay day to receive any monies due them.

**Section 2.** All employees will be given a statement of gross earnings and any deductions made. Such statements 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 to all applicable Federal and State Laws.

**Section 3.** The IUPAT's representative shall have the right to inspect payroll records and time records pertaining to all employees covered under the terms of this Agreement.

## **ARTICLE IX - JOB NOTICE**

**Section 1.** The Employer will notify the IUPAT at the IUPAT's Washington, DC office of every job on which the Employer has undertaken or contracted to perform work. The job notice to the IUPAT shall show the customer, location, description of job, approximate starting date, name of and the number of local employees that will be required. The job notice is to be sent to the IUPAT's office as soon as such fact is known to the employer or no later than fifteen (15) days in advance of the starting date.

**Section 2.** The IUPAT will forward this information to the District Council or Local Union having jurisdiction of the area where the job is located. Within five (5) days of receipt by the District Council or Local Union of the job notice sent from the IUPAT's Washington, DC office the District Council or Local Union representative must send notification to the Employer as to whether the required number of local employees are available. In the absence of notification by the District Council or Local Union representative the Employer will be allowed to bring employees in from any other source or as otherwise specified in this Agreement.

**Section 3.** Failure by the Employer to notify the IUPAT's office as prescribed above may require that the job be manned and performed under the terms of the area Agreement, at the discretion of the IUPAT.

## **ARTICLE X - SUPERVISORS AND FOREMAN**

**Section 1.** The supervisor on each job will be a regular employee of the Employer and the supervisor's selection shall be the sole responsibility of the Employer. The supervisor shall give orders directly to the employees. The determination of the size of the force to be supervised lies exclusively with the Employer. No other supervisor will be required on jobs manned under this Agreement. The supervisor shall be qualified to handle and direct journeymen and/or apprentices in all operations of equipment and rigging assigned to the job by the Employer. The supervisor or other company's designee shall direct the company's safety program.

**Section 2.** Large jobs may require the use of a foreman. The foreman shall be selected from the employees on the job. The number of foremen used will be the sole responsibility of the Employer. The foreman shall give orders directly to the employees. The Employer is entitled to require that any foreman be capable of personally performing any of the work done by the employees over whom the foreman has charge over in a manner satisfactory to the Employer's supervisor.

## **ARTICLE XI - JOB STEWARD**

**Section 1.** The Business Representative of the District Council or Local Union having jurisdiction in the area where the project(s) are located shall have the right to appoint one (1) working steward per shift to act as a Representative of the District Council or Local Union in connection with the application of this Agreement with the signatory Employer.

**Section 2.** The Job Steward's duties shall consist of seeing that all terms and conditions of this Agreement are being complied with and that all employees are members in good standing of the IUPAT wherever permissible under State and Federal Laws, in accordance with the provisions of Article XIII - Union Security, and the handling of grievances that may arise with the job foreman. The Job Stewards shall not, by reason of position, be exempt from work. The Job 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. The Job Steward's decisions are subject to review and revisions by the District Council, Local Union or International Office of the IUPAT.

## **ARTICLE XII - 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 XIII - UNION SECURITY**

**Section 1.** All present employees who are members of the IUPAT 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 IUPAT in good standing as a condition of employment. All present employees who are not members of the IUPAT and all employees who are hired hereafter shall become and remain members in good standing of the IUPAT 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 IUPAT 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 XIV - CHECK-OFF OF ADMINISTRATIVE DUES**

**Section 1.** When the Employer performs a job within the jurisdiction of a District Council or Local Union whose by-laws contain a provision for administrative dues or business agent "assessment" the Employer shall check-off from the wages of all employees covered by this Agreement and employed on that job administrative dues or business agent "assessment" in the amount stated in that District Council's or Local Union's by-laws, and shall remit that amount to that District Council or Local Union.

**Section 2.** If the by-laws of the District Council or Local Union in whose jurisdiction the work is being performed contain no provision for administrative dues or business agent "assessment", the Employer shall check-off from the wages of all employees who are members of Local Unions outside said jurisdiction administrative dues or business agent "assessment" in the amount stated in the by-laws of each employee's "home" District Council or Local Union, and remit that amount to the proper District Council or Local Union.

**Section 3.** The District Council or Local Union will notify the Employer in writing of the amount of administrative dues or business agent "assessment" specified in the by-laws.

**Section 4.** On or before the 20th day of each month, the Employer will remit to the appropriate District Council or Local Union the entire amount due and owing as to each employee for the month previous.

**Section 5.** The obligation of the Employer under this Article shall apply only as to employees who have voluntarily signed a valid dues deduction authorization form. On or before the 20th day of each month, the Employer will submit to the IUPAT and to the appropriate District Council or Local Union, a list of all employees covered by this Agreement who have not signed a dues deduction authorization form, together with the number of hours worked by each such employee during the month previous.

## **ARTICLE XV - VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS**

**Section 1.** Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to ***Combined National Fund, P. O. Box 79128, Baltimore, MD 21279-0128.***

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

I hereby authorize my employer to deduct from my pay the sum of five cents (\$.05) for each hour worked (or from each regular paycheck \_\_\_\_\_dollars weekly), as a contribution to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the "***Combined National Fund,***" on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to "***Combined National Fund***" and mailed to ***Combined National Fund, P. O. Box 79128, Baltimore, MD 21279-0128.***

I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to these contributions, should same occur. This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

\_\_\_\_\_  
Signature  
DC/LU #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Contributions to PAT-PC are not deductible as charitable contributions for Federal income tax purposes.

**Section 2.** In situations where the member is already covered by a voluntary IUPAT Political Action Program, at their “home” District Council or Local Union, Section 1 of this Article will be inapplicable.

## **ARTICLE XVI - SAFETY**

**Section 1.** The Employer must abide by OSHA and all rules and regulations there under and all other applicable safety rules and regulations relative to the scope of work.

**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 IUPAT recognizes that the responsibility for establishment of safety rules and their enforcement rests with the Employer. The IUPAT 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 discussion with the area District Council or Local Union Representatives.

**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 IUPAT liable to any employees or to any other persons in the event that work related disease, sickness, death, injury or accident occurs. The word "IUPAT" as used in this Section, shall be the IUPAT or its affiliated District Council or Local Union. Questions arising under this Article will be appropriate subjects for discussion with the area District Council or Local Union Representative and for processing under the Grievance Procedure of Article XXII.

## **ARTICLE XVII- MEDICAL TREATMENT**

In case of minor injuries, employees will be paid for the time required to obtain first aid treatment at the employee's regular hourly rate. An employee who is injured to the extent of being unable to work the balance of the day will be paid for the full day at the employee's regular hourly rate.

## **ARTICLE XVIII - WORK PRESERVATION**

**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 Article, that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE XIX - 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 proceeding, 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 IUPAT at the time the seller, transferor or lessor executes a contract or transaction as herein

described. The IUPAT 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 IUPAT 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 XX - 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 XXI - JURISDICTIONAL DISPUTES**

It is understood that the Employer will not be asked to act upon any questions regarding jurisdictional disputes which may arise within the IUPAT itself or between the IUPAT and any other Unions affiliated with the AFL-CIO, CLC, and that if during the period of such disputes, questions or controversies continue, there shall be no cessation of work on account thereof. The IUPAT shall provide all possible assistance in the settlement of jurisdictional disputes. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute.

## **ARTICLE XXII - GRIEVANCE PROCEDURE**

**Section 1.** Grievance, as used in this Agreement, is limited to a complaint or request of an employee, Employer, the IUPAT and/or its appropriate District Council or Local Union which involves the interpretation or application of or compliance with the provisions of this Agreement.

### **Section 2.**

**Step 1.** Should any dispute or grievance arise under any of the terms of this Agreement, the aggrieved employee(s), District Council or Local Union must file the grievance in writing with the General President's office (IUPAT) within ten (10) working days of the occurrence of said grievance or within ten (10) days after the facts underlying the grievance become known.

- A. Once the General President's office has received the grievance filed by employee(s), District Council or Local Union and the General President has determined that the grievance has merit, such grievance will be processed according to the procedures as spelled out in **Step 2** of this article.
- B. If the grievance is initiated by the General President's office (IUPAT), it shall be filed with the Employer and a copy of said grievance shall be sent to the appropriate Employee(s) Local Union or District Council.
- C. If the grievance is initiated by the Employer, the Employer shall file said grievance with the General President's office (IUPAT) within ten (10) working

days of the occurrence of said grievance or within ten (10) days after the facts underlying the grievance become known. A copy of said grievance must also be filed with the appropriate District Council or Local Union.

**Step 2.** When a grievance has been timely filed, the Employer's jobsite Supervisor or Foreman and the area District Council or Local Union Representative shall meet jointly within ten (10) working days after the grievance has been filed in writing with the Employer to resolve the dispute.

**Step 3.** If the Representative of the aforesaid District Council or Local Union and the Employer do not succeed in the resolution of the matter, then the General President of the IUPAT shall be notified by either party at his Headquarters Office, in writing, not later than ten (10) working days following the meeting of the Local Representatives. The General President shall, in turn, notify the District Council or Local Union and the Employer, in writing, of a meeting to effectuate a settlement of the issue(s), which meeting shall be attended by the General President or his designated Representative and the Employer or the Employer's designated Representative and other interested parties called into the meeting by the General President or the Employer. Such a meeting shall be held within twenty (20) working days, or any other mutually agreeable date, and place, following the notification from the General President.

**Step 4.** If either the Employer or the IUPAT fails to agree to meet within twenty (20) working days from notification by the General President, or they do meet and fail to resolve said grievance, then either the Employer or the IUPAT may proceed to final and binding arbitration. As this is a National IUPAT Agreement, the IUPAT shall have the exclusive right to determine where the arbitration hearing shall take place and, therefore, the area from which the list of arbitrators shall be drawn. Either party may request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) for the purpose of selecting an arbitrator by numerical ranking, pursuant to FMCS rules and regulations. In the event either party fails to respond with such numerical ranking to the FMCS within ten (10) working days after receipt of such listing, then that party shall be deemed to have waived the right to participate in the selection process and the arbitrator shall be selected solely by the other party. In either event, and regardless whether the arbitrator is selected by one or both parties, and regardless of whether one or both parties participate in the ensuing arbitration process, the arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on both parties to the Agreement and fully enforceable in a court of appropriate jurisdiction.

**Section 3.** The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, and shall confine the decision to a determination of the facts and an interpretation and application of this Agreement.

**Section 4.** The cost of the arbitration shall be borne equally by the Employer and the IUPAT's affiliated District Council or Local Union having jurisdiction in the area where the dispute is originated.

**Section 5.** There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure, and until the said grievance procedure has been exhausted. However, and notwithstanding any contrary provision of the Agreement, the IUPAT may remove employees from any job(s) of the Employer who fails or refuses to pay the wages and fringe

benefits or to meet the schedule of hours provided for and required by this Agreement, or refuses to comply with a final and binding decision issued at any level of the grievance procedure.

**Section 6.** Anyone filing a grievance shall exhaust all internal remedies under this Article before resorting to other judicial remedies.

## **ARTICLE XXIII - SUBCONTRACTING**

**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, CLC.

**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 IUPAT; or, in the absence of such an Agreement, of all terms and conditions of this Agreement. In that event, the Employer shall be liable to the IUPAT 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 IUPAT; or, in the absence of such an 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 IUPAT that the subcontracting is essential for the foregoing purposes.

## **ARTICLE XXIV – NO WORK STOPPAGE**

**Section 1.** No strikes, work stoppages, slow downs or picketing for any reason will be recognized, incited or supported by the employees and/or the IUPAT. There shall be no lockouts by the Employer.

**Section 2.** Due to the critical importance and necessity of insuring and continuing plant maintenance, the IUPAT and its affiliated District Council or Local Union and the employees covered under the terms and conditions of this Agreement shall perform their jobs regardless of actions or conditions which may be taken by others not a party to this Agreement.

**Section 3.** The IUPAT or any of its affiliated District Council or Local Union shall not be subject to any liabilities or damage claims because of the actions of any individual members of the IUPAT.

## **ARTICLE XXV - BOND**

**Section 1.** It is further agreed that the Employer will post a bond in the amount of \$50,000.00 guaranteeing payment of any wages or payment of any contributions to any approved fringe benefit plan, which may be obligatory as a result of this Agreement.

**Section 2.** This provision will be the exclusive bonding requirement as to work covered by this Agreement, superseding any additional or different requirements for bonding as set forth in the District Council or Local Union Collective Bargaining Agreement.

**Section 3.** Failure of the contractor to enforce this bonding provision will cause this Agreement to be null and void.

## **ARTICLE XXVI - LABOR-MANAGEMENT COOPERATION INITIATIVE**

**Section 1.** Commencing as of the effective date of this Agreement, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperation Initiative (LMCI) for each employee covered by this Agreement, as follows:

- (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (.05) to the LMCI.
- (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 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 LMCI.

**Section 2.** The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

**Section 3.** All contributions shall be made at such times 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.

**Section 4.** If an Employer fails to make contributions to the Labor Management Cooperation Initiative 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.

**ARTICLE XXVII - AGREEMENT QUALIFICATIONS**

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that, in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, this Agreement, on proper notice from either party, shall be reopened for the sole purpose of amending such provision or provisions, with the understanding that the remainder of the Agreement shall remain in full force and effect.

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

**SIGNED FOR THE GENERAL EXECUTIVE  
BOARD OF THE INTERNATIONAL UNION  
OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC**

**BY:**

\_\_\_\_\_  
**James A. Williams  
General President**

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

**SIGNED FOR THE EMPLOYER**

**BY:**

\_\_\_\_\_

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