

# SPECIALIZED PLANT SERVICES 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, with respect to wages, hours, and other terms and conditions of employment, for all employees in the employment of the Employer, on any and all work covered by this Agreement.

## ARTICLE II - SCOPE OF AGREEMENT

**Section 1.** The scope of work covered by this agreement shall be as set out in the attached "Addendum".

**Section 2.** This Agreement shall take precedence over all District Council, Local Union, Statewide or Region-Wide Agreements unless otherwise stated herein.

**Section 3.** Any building and construction work performed by the Employer which is not covered by this Agreement, but is within the work jurisdiction of the IUPAT as set forth in its Constitution shall be 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 4.** 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 by the IUPAT in its sole discretion, that at least ninety percent (90%) of all work covered by this Agreement is currently being performed by employees represented by IUPAT or a District Council or Local Union affiliated with IUPAT within the territorial jurisdiction of a

particular District Council or Local Union, this Agreement shall not apply. In that case, when performing work within the territorial jurisdiction of said District Council or Local Union, the Employer shall observe the terms and conditions of the Collective Bargaining Agreement currently in effect within said District Council or Local Union.

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

**Section 1.** 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, 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.** 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 may perform during the work day. No regulation of tools shall be interpreted or enforced in any way to prevent their use where required or necessary to perform an acceptable job, provided that all applicable federal, state and local safety regulations are observed.

**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 IV – 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 work under the provisions of this Agreement, and will not be required to deposit clearance cards in any Local Union unless they elect to do so of their own accord. Upon request of the District Council or Local Union with jurisdiction over the area where the job is located, the Employer will submit to the District Council or Local Union a list of all regular employees on that job. In all cases, the Employer shall submit to the District Council or Local Union with jurisdiction over the area where the job is located, on a weekly basis, a complete list of all employees on any job within the jurisdiction of said District Council or Local Union.

**Section 3.** 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 will cooperate with the Employer to see that all employees are certified as required, however, compliance with this Section shall be the sole responsibility of the Employer.

## **ARTICLE V- 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.** The Employer, when working in the jurisdiction of a District Council or Local Union affiliated with the IUPAT 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. 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 contributions are required to 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) Binds itself to all Trust Agreements or other Trust Documents establishing said fringe benefit funds;
- (d) 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
- (e) Agrees to be bound by all actions by said Trustees pursuant to the said Trust Agreements or other Trust Documents.

**Section 3.** All employees covered by this Agreement shall be made aware of any applicable project rules and regulations at the time of their hire or at the time of their assignment to the project. It is understood that, provided the required notice is given, violation of such project rules and regulations is shall be considered just cause for disciplinary action, including immediate discharge, provided that the imposition of discipline shall be subject to the grievance procedure.

**Section 4.** It is hereby expressly agreed that should the Employer fail to remit the scheduled payments required by **Sections 1 and 2** of this Article, the IUPAT shall have the right to strike or to enforce the Agreement by any other lawful means.

## **ARTICLE VI - 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 requiring work to protect lives or property.

## **ARTICLE VII - PAY DAY**

**Section 1.** Wages will be paid weekly by check. All employees who are discharged or laid off will be paid in full on their last day of work. Employees who quit may be given their last paycheck on 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 VIII - 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, but in all cases 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, the District Council or Local Union must send notification to the Employer as to whether the required number of local employees are available.

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

## **ARTICLE IX - 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.

## **ARTICLE X - JOB STEWARD**

**Section 1.** 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 the IUPAT Representative 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. 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 the IUPAT.

## **ARTICLE XI - ACCESS TO JOBS**

The Employer agrees that the IUPAT and the District Council or Local Union with jurisdiction over the area in which work is located shall have access to all jobs of the Employer subject only to the customer's rules and regulations.

## **ARTICLE XII - 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 31st day following the beginning of their employment, or on and after the 31st 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 XIII - 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 each member's designated home District Council or Local Union by-laws, and shall remit that amount to that District Council or Local Union.

**Section 2.** 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 3.** 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 4.** 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 XIV - 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 XV - SAFETY**

**Section 1.** The Employer must abide by OSHA and all rules and regulations thereunder and all other safety rules and regulations applicable to it.

**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 mean the IUPAT and its affiliated District Councils or Local Unions. 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 XVI- MEDICAL TREATMENT**

In case of minor injuries, employees will be paid their regular hourly rate for the time required to obtain first aid treatment. 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 XVII - 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 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 processed in accordance with the provisions of this Agreement on the handling of grievances. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall have authority to require an Employer to pay (1) back pay to affected employees, including registered applicants for employment, and (2) contributions to the benefit funds to which this Agreement requires contributions. The Joint Trade Board or Arbitrator also shall be authorized to provide any other appropriate remedies. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through judicial or administrative 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, . 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 XVIII - 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. The Employer shall not use any leasing or other transfer device 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 the Employer shall not be liable for damages incurred after the date the purchaser, transferee or lessee has assumed the obligations of this Agreement.

## **ARTICLE XIX - NON-DISCRIMINATION**

The Employer 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 XX - 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 XXI - GRIEVANCE PROCEDURE**

**Section 1.** Grievance, as used in this Agreement, includes 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 following procedures.
- 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 appropriate District Council or Local Union Representative shall meet jointly within ten (10) working days after the grievance has been filed to resolve the dispute.

**Step 3.** If the Step 2 discussions do not resolve the matter, the General President of the IUPAT shall be notified by either party, in writing. The General President shall, in turn,

notify the 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 on a mutually agreeable date, and place.

**Step 4.** If the parties do not meet within twenty (20) working days from notification by the General President, or if 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. The arbitrator shall render a decision which shall be final and binding on both parties to the Agreement and fully enforceable in a court of appropriate jurisdiction. The failure of a party to attend the arbitration shall not deprive the arbitrator of the power to render a decision.

**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 strikes or lockouts over any dispute subject to the grievance/arbitration, provide that notwithstanding any contrary provision of the Agreement, the IUPAT may remove employees from any job(s) of an Employer who fails or refuses to pay the wages and fringe benefits or to meet the schedule of hours provided for 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 XXII - SUBCONTRACTING**

**Section 1.** The Employer shall not contract out or subcontract any work covered by this Agreement, except that the Employer may subcontract work to control its risk with warranties, and to address particular manufacturer's requirements, provided that before the IUPAT agrees in writing that the circumstances satisfy the conditions of this exception.

## **ARTICLE XXIII – NO WORK STOPPAGE**

**Section 1.** (a) Except as otherwise specifically permitted by this Agreement, no strikes, work stoppages, slow downs or picketing will be recognized, incited or supported by IUPAT, and any such

action by employees will be unauthorized and will constitute grounds for discharge. There shall be no lockouts by the Employer.

- (b) The IUPAT may authorize strikes against work being performed under this agreement if the IUPAT District Council or Local Union with geographical jurisdiction over such work is engaged in a lawful strike against the Employer. Jobs being performed outside the geographic jurisdiction of such District Council are not within this exception and may not be struck.

**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 XXIV - BOND**

**Section 1.** It is further agreed that the Employer will post a bond in the amount of \$50,000.00 guaranteeing payment of wages and contributions to benefit plans required by 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 provide the required bond will permit the IUPAT to strike.

## **ARTICLE XXV - LABOR-MANAGEMENT COOPERATION INITIATIVE AND THE FINISHING INDUSTRY INSTITUTE**

**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) and to the Finishing Trades Institute (“FTI”) 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 and five cents (\$.05) to the FTI.
- (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 and the Agreement and Declaration of Trust, as amended from time to time, establishing the FTI.

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

**Section 3.** **Central Collection System:** “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, the IUPAT Finishing Trades Institute, 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 organizations, 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.”

**ARTICLE XXVI – SAVINGS CLAUSE**

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:**

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**James A. Williams  
General President**

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**Date**

**SIGNED FOR THE EMPLOYER**

**BY:**

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**Date**



**ADDENDUM  
TO THE**

**ARTICLE II - SCOPE OF AGREEMENT**

**ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES**

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

SCHEDULE "A"

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