MODEL COLLECTIVE BARGAINING AGREEMENT
(CONSTRUCTION)
FOR THE FINISHING INDUSTRIES

RECOMMENDED BY INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC
and
THE FINISHING CONTRACTORS ASSOCIATION
AGREEMENT

This Agreement is made and entered into this_______ day of ______________, 20____, by and between ____________________________ (name of contractor or contractor's association) hereinafter referred to as the Employer (or, if agreement is with an Association, use "hereinafter referred to as the Association"), and _____________________________________________ (name of District Council or Local Union) affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the Union.

ARTICLE I

Recognition

The Employer hereby recognizes IUPAT District Council ________ [or Local Union ____] ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

ARTICLE II

Scope of Bargaining Unit and Work Jurisdiction

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of "painter" for the Employer. In addition, whether or not specifically referenced herein, this Agreement also applies to all employees performing any trade jurisdiction work identified and described in this Article.

Within the meaning of this provision, the work of the "painter" will include, but not be limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, ceiling, lining, fiberglassing, E-glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of exterior insulating finishing systems; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences, buildings, structures, industrial, power, chemical and manufacturing plants, bridges, tanks, vats, pipes, stacks, light and high tension poles, parking, traffic and air strip lines, trucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-lock welding, alcalyds, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing,
skimcoating, pointing, caulking, high-pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam-cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by the painter.

[NOTE: IF THE AGREEMENT IS INTENDED TO APPLY TO OTHER CLASSIFICATIONS AS WELL, FOR EXAMPLE, DRYWALL FINISHERS, GLAZIERS, ETC., SIMILAR LANGUAGE DEFINING THE WORK OF THOSE CLASSIFICATION SHOULD ALSO BE INCLUDED. DESCRIPTIONS OF ALL WORK CLASSIFICATIONS ARE CONTAINED IN SECTION 6 OF THE IUPAT CONSTITUTION.]

ARTICLE III
Out-of-Area Jurisdiction

The geographic jurisdiction of the Union party to this Agreement is ______________________

(insert geographic jurisdiction of District Council or Local Union)

Section 1. The Contractor or the Employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

Section 2. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the IUPAT affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided, further, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and after exhaustion of those procedures, through the Courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and after exhaustion of those procedures, through the Courts.
ARTICLE IV
Union Security

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 latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to employees covered by this Agreement immediately upon compliance with such conditions.

In those instances where this Article may not be validly applied because of such State law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring. In addition, the Employer party hereto agrees to provide the names and addresses of all employees hired by the Employer to the Union within five (5) days of their hire.

ARTICLE V
Dues and Administrative Fees Checkoff Provision

(1) Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:

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

b. For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.

c. On or before the _____ day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

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

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

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

(5) On or before the tenth (10th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

ARTICLE VI

Function of Management

Section 1. Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; 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 that an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

ARTICLE VII
Efficiency of Operations

Since achieving greater efficiency in all aspects of the Employer's work is deemed appropriate and necessary, the District Council (or Local Union) shall encourage employees to perform their duties on behalf of the Employer and accomplish desired results in as efficient and productive a manner as possible. There shall be no restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restriction as to the use of labor-saving machinery or devices in any aspect of the work that may be assigned by the Employer.

ARTICLE VIII
Drug-Free and Alcohol-Free Workplace

Section 1. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy.

Section 2. The parties to this agreement recognize the need to provide and maintain a drug-free and alcohol-free workplace. Each party agrees that it will comply with any customer-mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident, and random where allowed by law.

Section 3. All such substance abuse programs, rules, or regulations shall be submitted to the Union for review prior to implementation by the Employer.

ARTICLE IX
Enhancing the Ability of Signatory Employers to Be Competitive When Bidding on "Prevailing Rate Work"

Section 1. On a project where government prevailing wage and/or fringe benefit rates apply, the Employer will pay the greater of either the posted prevailing wage and fringe benefit package for the project or the applicable wage and fringe benefit package for the project set forth in this Agreement. Such wage and fringe benefit package shall be the one in effect at the time the project is bid, unless other provisions in the bid specifications or in any project-specific agreement require higher payments. Such wage and fringe benefit package shall remain in effect throughout the duration of the project and such wage and fringe benefit package shall not be subject to increases that may otherwise be set forth in this Agreement; provided, however, if contribution increases occur in relation to the Health and Welfare Fund during the term of the project, the Employer shall be required to pay such additional amounts.
Section 2. When the Department of Labor or any other government agency, federal or state, conducts a wage survey for prevailing wage information, the Employer will provide all necessary and pertinent information, including, but not limited to, job listings, man hours, wages, fringe benefit amounts and contributions and any other information needed to complete the survey.

ARTICLE X
No Strikes/No Lockouts

During the term of this Agreement, and any extensions thereof, the District Council (or Local Union) shall not authorize, encourage or participate in any strike, work stoppage, or slowdown or otherwise interfere with the performance of work by the Employer's employees, except in circumstances otherwise permitted in this Agreement. The Employer shall not, in any manner, threaten or cause a lockout of its employees during the term of this Agreement, or any extensions thereof.

ARTICLE XI
Dispute Resolution

[NOTE: THIS PROVISION SHOULD BE USED FOR CONSTRUCTION AGREEMENTS BETWEEN A DISTRICT COUNCIL OR A LOCAL UNION AND AN EMPLOYER ASSOCIATION AND FOR AGREEMENTS WITH INDEPENDENT EMPLOYERS IN AREAS WHERE A DISTRICT COUNCIL (OR LOCAL UNION) HAS AN ESTABLISHED AGREEMENT WITH AN ASSOCIATION]

1. The Union and the Association shall establish and maintain a Joint Trade Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary; to serve such terms as may be agreed upon by the Board, provided that one such officer is a Union appointee and one an Employer appointee.

2. The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them or between employees covered by this Agreement and the Employer, concerning the interpretation or application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.

3. The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages, and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to
demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

4. All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.

5. The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

6. No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.
7. Decisions, awards, or orders of the Joint Trade Board shall be final and binding.

8. In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as the representative of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.

9. The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

10. The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.

11. If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) [or the American Arbitration Association (AAA)]. On receipt of such a list, the chairman and secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS [or AAA]. The decision of the arbitrator shall be final and binding.

12. With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion: (a) terminate this Agreement by 48 hours written notice to such Employer, or (b) continue this Agreement in effect but not be bound or restricted by any "no strike" clause or similar obligation hereunder, and/or (c) resort to any legal recourse available to it, including a job action or strike.

13. 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 said procedure has been exhaust-ed. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.
14. Notwithstanding Sections 11 and 12, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.

15. The remedies and sanctions specified in Sections 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.
ALTERNATE ARTICLE XI
Dispute Resolution

[NOTE: THIS PROVISION SHOULD BE USED IN CONSTRUCTION AGREEMENTS IN AREAS WHERE AN EMPLOYER ASSOCIATION DOES NOT EXIST]

1. A grievance may be filed at any time by an affected employee or by a Union representative acting on behalf of the Union, an employee or a group of employees. A "grievance" may involve any dispute concerning the interpretation and/or application of provisions set forth in the collective bargaining agreement, including past practices and customs of the parties.

2. In the event a dispute arises, the following steps shall be invoked by the party/employee pursuing the claim:

   (a) Step One. The Union and/or the employee(s) shall, within thirty (30) days after the occurrence that results in the complaint [or, within thirty (30) days of receiving information relating to such occurrence], file a written grievance that describes in general terms the nature of the occurrence, the manner in which the Employer allegedly violated the collective bargaining agreement, custom or practice of the parties, etc. and describes the nature of the remedy sought. A copy of the grievance must be delivered to the employee's immediate supervisor and/or the Employer's designated labor relations supervisor and a copy must also be forwarded to the Business Manager/Secretary Treasurer of the District Council/Local Union. Upon receipt of a grievance under this procedure, if filed by an individual employee or group of employees, the Employer shall also be responsible for promptly forwarding a copy of any such grievance to the Business Manager/Secretary Treasurer so as to assure that the Union is aware of the pendency of the grievance.

   (b) Step Two. Within one (1) week after the filing of a grievance, or at such other time as the parties may mutually agree, a representative of the Union shall meet with a designated representative of the Employer to attempt to resolve the grievance. If the grievance has not been resolved within one (1) week following such a meeting [or within two (2) weeks following the date of the grievance if no such meeting has occurred or been scheduled], then the Union may proceed to submit the matter to arbitration under the procedures set forth below. Notwithstanding any provision set forth herein or elsewhere in this Article, the parties may, at any time, agree mutually to extend any time limit or time frame set forth.

   (c) Step Three: Arbitration. If the parties cannot agree upon a settlement of a grievance, then the Union may, within thirty (30) days following notice to the Employer that it intends to seek arbitration, submit the matter for final and binding arbitration under the rules and regulations of the American Arbitration Association or the Federal Mediation and Conciliation Service. The decision of a neutral arbitrator, selected pursuant to AAA or FMCS rules and regulations, shall be final and binding upon all parties and the grievant(s).
The costs of any such arbitration proceeding shall be shared equally by the Union and the Employer, except that each party shall pay the cost for any witnesses they may call at a hearing (except for employees of the Employer who are "on-the-clock" during any such proceeding), counsel fees (which shall be borne by the party employing such counsel), and steno-graphic fees (which shall be borne by the party ordering a copy of the transcript, if any).

The arbitrator shall have no power to alter, modify, or change any provision in the collective bargaining agreement and his/her powers shall further be limited to an interpretation(s) of the agreement, a determination of the specific matter presented in the grievance, and a decision that shall state an appropriate remedy in relation to that grievance.

3. If the Employer fails to comply with a final and binding decision issued by an arbitrator or a settlement agreed upon by the parties, the Union may, in its discretion: (a) terminate this Agreement by forty-eight (48) hours written notice to such Employer; or (b) continue this Agreement in effect but not be bound or restricted by any "no-strike" clause or similar obligation hereunder; and/or (c) resort to any legal recourse available to it, including a job action, a strike, or litigation.

4. 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 procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of the Employer if the Employer fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to participate in the grievance process set forth above, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.

ARTICLE XII
 Exclusive Hiring Hall

Section 1. The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 2. The Employer shall have the right to reject any applicant for employment.

Section 3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules or regulations, bylaws, constitutional provisions, or any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure set forth in this Article.

Section 4. The Union shall maintain a register of qualified journeyperson applicants for employment, established on the basis of the following Groups listed. Each applicant for employ-
ment shall be registered in the highest priority Group in which he or she qualifies. Applicants shall then be referred to available jobs by means of "Group priority" in the chronological order in which they register in the Group. When all qualified applicants in Group I have been referred, qualified applicants from Group II shall be referred.

Group I: All qualified journeyperson applicants for employment who are residents of the geographical area constituting the normal construction labor market and who have been employed for a period of at least one (1) year in the last ________________ years [Note: The number of years should be equal to the length of the Union's Apprenticeship Program] under a collective bargaining agreement between the parties to this agreement.

Group II: All other applicants for employment who satisfy the requirements for "qualified journeyperson" status.

For the purpose of satisfying the standard set forth in the Group I or Group II provisions, a "qualified journeyperson" shall be any applicant who has at least __________ years of actual, practical working experience in the trade as a journeyperson or an apprentice; and

1. Has successfully served an apprenticeship at the trade under the apprentice program established by an IUPAT-affiliated District Council (or Local Union); or

2. Has passed a journeyman examination given by the District Council _______ (or Local Union _______) Examining Board; or

3. Has successfully passed a competency examination that adequately tests the degree of skill and training necessary to be a competent journeyperson.

Definitions:

1. "Normal construction labor market" is defined to mean the [describe area encompassed by the geographical parameters of the labor agreement] plus any contiguous area within a fifty (50) mile radius of the geographic boundary described above.

2. "Resident" means a person who has maintained his or her permanent home in the above-defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning home to this area as his or her permanent home.

3. "Examination" is defined to include only written and/or practical examinations given by the IUPAT District Council (or Local Union) Apprentice Committee or the IUPAT District Council (or Local Union) Examining Board, or by any duly constituted District Council or Local Union affiliated with the IUPAT.

If the registration list is exhausted, and the Union is unable to refer applicants for employ-
ment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union within five (5) days of their date of hire of the names, addresses, and Social Security numbers of such directly hired employees.

Section 5. Employers shall advise the Union of the number of applicants and any special skills and certifications needed. The Union shall refer applicants to the Employer by first referring applicants in Group I in the order of their places on the register, and then referring applicants in the same manner, successively, from the other groups. This provision, and the language set forth in Section 4 notwithstanding, an Employer shall be permitted to review the available names of applicants on the referral list and select individuals for referral as follows:

(a) The Employer may recall individuals who have been employed by the Employer within the past twenty-four (24) months, notwithstanding their place on the referral list; and

(b) The Employer may select individuals with special skills and certifications; and

(c) The Employer may select an individual by name, notwithstanding his/her place on the referral list provided the Employer hires the next individual needed from the list (at a minimum, every other referral must come from the chronological list in the applicable group).

Section 6. Any applicant may be rejected by the Employer, in which case the applicant shall be returned to his/her appropriate place within his or her group, and shall be referred to other employment in accordance with the position of the group and his or her place within the group.

Section 7. The provisions set forth in this Article notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

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

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

(c) The provisions in subsections (a) and (b) notwithstanding, a Termination
Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and two (2) members appointed by the Employer Association"] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE XIII Apprentices

Section 1. Hiring of Apprentices. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Joint Apprenticeship Committee of the [set forth the official name of the Apprenticeship Program in the areal. The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated an "apprentice" under this provision shall be paid at the journeyperson rate set forth in this Agreement.

Section 2. Ratio of Apprentices to Journeypersons. Each Employer shall employ and train apprentices in the following ratio to journeyperson workers employed by the Employer:

1 apprentice per three (3) journeypersons  
2 apprentices per six (6) journeypersons  
(etc.)

ARTICLE XIV  
Journeyperson Wages

Section 1. Straight Time Rate (Total Package) for Journeypersons classified as ______________________ [e.g., commercial painter].

Effective _________________, 20_________, the straight time rate (also referred to as the “total package”) for journeypersons working under this Agreement shall be paid at the rate of _____ dollars ($_____) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A.

Effective _________________, 20_________, straight time (total package) for journeypersons' hourly rate shall be increased by __________________($_____) per hour.

Effective _________________, 20_________, straight time (total package) for journeypersons' hourly rate shall be increased by __________________($_____) per hour.

Section 2. [NOTE: Insert similar language - see above for each job classification]

Section 3. [NOTE: Insert similar language - see above for each job classification]
Section 4. In all instances, the Union shall have the option of applying such rates, increases, or portions of such increases, to wages or fringe benefits, including any jointly administered fund mentioned in this Agreement. The Union shall, prior to ____________of each year [or at other times during the year upon thirty (30) days notice], advise the Employer of the changes in the wage and/or fringe benefit rates that the Union has determined shall apply as of each effective date.

Schedule of Employer Payments for Journeypersons Under the Agreement

The regular journeyperson rate (total package) as of the effective date of this Agreement shall be paid as follows:
1. For Commercial Painters:

<table>
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<th>Eff. Date</th>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>IUPAT Industry Pension</th>
<th>IUPAT FTI</th>
<th>D.C. Appr. Training</th>
<th>Industry Fund</th>
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</table>

2. For Bridge Painters:

<table>
<thead>
<tr>
<th>Eff. Date</th>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>IUPAT Industry Pension</th>
<th>IUPAT FTI</th>
<th>D.C. Appr. Training</th>
<th>Industry Fund</th>
<th>IUPAT LMCI</th>
<th>Total Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>20_______</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.50</td>
<td>$</td>
<td>$</td>
<td>$0.10</td>
<td>$</td>
</tr>
</tbody>
</table>

3. For Residential Painters:

<table>
<thead>
<tr>
<th>Eff. Date</th>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>IUPAT Industry Pension</th>
<th>IUPAT FTI</th>
<th>D.C. Appr. Training</th>
<th>Industry Fund</th>
<th>IUPAT LMCI</th>
<th>Total Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>20_______</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.50</td>
<td>$</td>
<td>$</td>
<td>$0.10</td>
<td>$</td>
</tr>
</tbody>
</table>

4. [Set forth other classifications]

<table>
<thead>
<tr>
<th>Eff. Date</th>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>IUPAT Industry Pension</th>
<th>IUPAT FTI</th>
<th>D.C. Appr. Training</th>
<th>Industry Fund</th>
<th>IUPAT LMCI</th>
<th>Total Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>20_______</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.50</td>
<td>$</td>
<td>$</td>
<td>$0.10</td>
<td>$</td>
</tr>
</tbody>
</table>

ALL WAGE RATES, FRINGE BENEFITS RATES, AND DEDUCTIONS PER HOUR ARE BASED ON ALL HOURS PAID. [NOTE: Or, the parties may use “hours worked” if that is the standard used in the area.]

DEDUCTIONS PER HOUR FROM NET WAGE:

DEDUCT $0.05 PER HOUR FOR IUPAT-PAT FUND
DEDUCT $____ FOR OTHER D.C. OR L.U. FUNDS THAT REQUIRE AFTER-TAX/NET WAGE DEDUCTIONS.
WORKING ASSESSMENT @ ____ % xX JOURNEYPERSON GROSS PAY
The parties understand, and agree, that the rates set forth above shall be payable for all straight time hours paid as of the effective date of this Agreement. These rates, including fringe benefit contribution amounts, shall be modified on a periodic basis by the Employer upon notice from the Union that it has determined the manner and amount(s) in which the journeyperson hourly rate (total package) under the Agreement shall be allocated by the Employer. In all instances, notwithstanding any other provision in the Agreement, the Employer shall cause the wage and/or fringe benefit rates set forth above to be modified in accordance with the instruction and effective dates of such changes that it receives from the Union. In addition, the Employer shall comply, at all times, with any instruction it may receive from the Union concerning changes in the amount(s) of dues or assessments, PAT contributions, and/or any other contribution or assessment that is, or may be, deducted by the Employer from the net wages of the employee and transmitted to the Union under provisions set forth in this Agreement in accordance with Union rules and regulations.

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**ARTICLE XV**

**Apprentice Wages**

The parties agree that apprentices who are hired by the Employer shall receive the following percentages of the regular/hourly straight time rate of pay that is payable as an hourly wage payment to journeypersons working under this Agreement. The parties understand, and agree, that the Employer shall, on behalf of each such apprentice, make contributions to the various fringe benefit funds identified in this Agreement in the amount(s) set forth in Appendix A on behalf of each apprentice. Upon satisfactory completion of the apprentice program, each apprentice shall receive the same wage rate as is required for journeypersons under this Agreement.

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Period</td>
<td>________%</td>
</tr>
<tr>
<td>Second Period</td>
<td>________%</td>
</tr>
<tr>
<td>Third Period</td>
<td>________%</td>
</tr>
<tr>
<td>Fourth Period</td>
<td>________%</td>
</tr>
<tr>
<td>Fifth Period</td>
<td>________%</td>
</tr>
<tr>
<td>Sixth Period</td>
<td>________%</td>
</tr>
<tr>
<td>Seventh Period</td>
<td>________%</td>
</tr>
<tr>
<td>Eighth Period</td>
<td>________%</td>
</tr>
<tr>
<td>Ninth Period</td>
<td>________%</td>
</tr>
<tr>
<td>Tenth Period</td>
<td>________%</td>
</tr>
</tbody>
</table>

[NOTE: IF THE AREA PRACTICE IS TO STATE QUALIFICATIONS IN NUMBERS OF HOURS WORKED BY AN APPRENTICE OR BASED ON ANY OTHER ACCEPTABLE STANDARD, SUCH LANGUAGE IS ALSO ACCEPTABLE AS LONG AS THE STANDARD IS CLEARLY STATED.]

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**ARTICLE XVI**

**Payment of Wages**

Section 1. Employees shall be paid weekly on a day designated by the Employer. Checks shall be distributed on the job site no later than the close of the regular work day. Alternately,
paychecks can be direct deposited to the employees' bank accounts or, by mutual written consent of the Union and the Employer, may be mailed to the employees. No more than ___________ days wages may be withheld at any time from a paycheck.

Section 2. All wages shall be paid by negotiable check (or direct deposit, if appropriate) and shall be accompanied by a statement of gross earnings and any deductions made. Such statement shall show the Employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made, and the net amount due the employee. Wage payments shall conform with all applicable federal and state laws.

Section 3. Employees who quit need not be paid until the next regular payday. In the case of discharge or layoff, the Employer shall pay employees in full by the close of the work day on which their employment is terminated. In instances in which it is logistically impossible for an Employer to make payment to the employee on his/her last day of work, the Employer, after notification to the Union, shall mail or direct deposit the payment to the employee or employees within one (1) business day of the layoff/termination of employment.

Section 4. If any employee is not paid in a timely manner, in accordance with the provisions set forth herein, he/she may file a grievance with the Joint Trade Board. The Joint Trade Board may assess a penalty on the Employer equal to three (3) times the amount involved for a failure to make timely payment(s) to the employee, in violation of this provision.

Section 5. Each employee shall verify that he/she has received payment of proper wages, travel pay, premium due, and other compensation due him/her. If there is a dispute, the employee must make a request for correction, through the Employer representative, steward, and/or business representatives within two (2) weeks of receiving such pay. If appropriate correction is not made, the employee may file a grievance with the Joint Trade Board. Nothing in this provision shall be construed as imposing any time limits or other limitations on a claim by the Union and/or any Union-related or affiliated benefit fund that the Employer has failed to make timely and appropriate contributions to the Union and/or any fringe benefit fund.

ARTICLE XVII
Work Day and Work Week: Overtime and Shift Premiums

Section 1. The work week shall consist of any consecutive seven (7) day period designated by the individual Employer. Once the individual Employer designates the work week for the Employer, it may not be changed without the consent of the Union.

Section 2. The regular work day shall consist of eight and one-half (8 1/2) consecutive hours in the shop or on the job. This shall consist of eight (8) working hours with a one-half (1/2) hour unpaid lunch period at approximately the midpoint of the shift. Except as provided in this Article, all such hours shall be recognized as regular working hours and paid for at the regular hourly rate. The regular weekly work schedule shall consist of five (5) consecutive regular work days.

Section 3. In the discretion of the Employer, the regular work day may consist of ten (10) hours labor on the job and the regular weekly work schedule may consist of four (4) ten (10)
hour days on consecutive days.

Section 4. In the discretion of the Employer, a make-up day may be scheduled for work missed due to holidays or inclement weather. The make-up day shall be paid at the regular hourly rate of pay, unless work is performed on Sunday or unless the work missed was scheduled to be performed on overtime.

Section 5. Employees shall be at the shop or project site and prepared to work at the scheduled starting time each day and shall remain until quitting time.

Section 6. All work outside the regular work day and all work in excess of forty (40) hours in the work week shall be paid at one and one-half (1 1/2) times the regular rate.

Section 7. For any shift which starts prior to 6:00 A.M. or after 12:00 P.M., the Employer shall pay all employees a shift differential of $____ per hour above the applicable wage scale. All shifts shall be scheduled for at least eight (8) consecutive hours.

Section 8. All work on Sunday shall be paid at one and one-half (1 1/2) times the regular rate.

Section 9. There shall be no pyramiding of overtime payments required by this Article.

ARTICLE XVIII
Breaks and Clean-Up Time

Section 1. Breaks. The following rules shall apply to employee breaks during regular and extended shift hours:

(a) A non-organized [insert number of minutes] minute break shall be allowed at the approximate midpoint of the pre-lunch work time on each shift. This break is to be taken at the assigned place of work.

(b) In an effort to maintain productivity, safety, and hygiene on full-containment jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch break as provided in sub-section (a) above. When such circumstances exist, then fifteen (15) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional fifteen (15) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job-by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the employees a break closest to the midpoint of the work day.

(c) On projects scheduled for longer than eight (8) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first eight (8) hours worked.

Section 2. Clean-up Time. All employees shall be given sufficient personal clean-up time,
on the clock, prior to lunch and immediately prior to quitting time. A minimum of five (5) minutes before lunch and a minimum of ten (10) minutes before quitting time shall be allowed as standard under this Agreement. When appropriate in relation to conditions on a particular project, the Employer and the Union may agree to expand this personal clean-up time. Personal clean-up time shall be taken after cleaning and placing materials and equipment where they properly belong.

ARTICLE XIX
Holidays

The following days shall be recognized as unpaid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, State or national general Election Day, Thanksgiving Day, and Christmas Day. All work performed on these recognized holidays shall be paid for at one and one-half (1 1/2) times the regular rate. No work shall be performed on Labor Day except in case of emergency or to protect lives or property, and then only after per-mission has been requested and granted by the Union or its representative.

On projects covered by a Project Labor Agreement, General President's Agreement, National Maintenance Agreement, or any other national or local agreement superseding this Agreement, the parties agree that the holidays, during the term of such project, shall be recognized in accordance with such other agreement, and such other agreement shall supersede the provisions set forth herein.

ARTICLE XX
Reporting Pay

(a) Any employee reporting to work at the regular starting time shall receive two (2) hours pay at the regular hourly rate unless he or she has been notified, at least two (2) hours prior to the reporting time, not to report to work.

(b) Any employee who reports to work and for whom work is provided shall receive no less than two (2) hours pay.

ARTICLE XXI Travel Pay

Section 1. Where employees are required by the Employer to travel more than one hundred twenty (120) miles per day, round trip to and from the job site, then the Employer shall pay such employees $ _____ per mile, per day for all miles over one hundred twenty miles (120) miles, round trip, to and from work. The start point shall be the employee's home. When the Employer provides transportation to and from the job, this shall be in lieu of travel pay.

Section 2. Employees working out of town, not being driven daily, shall have room and board furnished by the Employer. Room and board shall be defined as the reasonable cost of lodging plus $ _____ per day as per diem.

ARTICLE XXII
Contributions to the International Painters
And Allied Trades Industry Pension Fund,
The Finishing Trades Institute
and the Painters and Allied Trades
Labor Management Cooperation Initiative

1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund ("the Pension Fund"), the Finishing Trades Institute ("FTI") and 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 of an hour for which an employee receives pay, the Employer shall make a contribution in the following amount: ___ to the Pension Fund; ______ to the FTI; and ______ to the LMCI. (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, apprentices, journeypersons, trainees, and probationary employees.

   (c) The payments to the Pension, Apprenticeship, and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.

   (d) The Employer shall, with respect to any and all contributions or other amounts 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 Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the JUPAT Political Action Together (and any and all other affiliated International organizations as 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 contributions shall be submitted on appropriate forms, in such format and with such information as
may be required by Central Collections.

2(a) The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust indentures.

(b) The Union hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

(c) The parties hereto further agree to be bound by all actions taken by the Trustees of the Pension Fund, the FTI, and the LMCI pursuant to the said Agreements and Declarations of Trust.

3. All contributions to the Funds described in paragraph 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and 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.

4. If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within twenty (20) 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 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 Fund. 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 and such provisions shall not apply in the event of a violation of this clause.

5. Each of the respective Funds described in paragraph 1 hereof 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 them as a deduction for income tax purposes.

ARTICLE XXIII
Contributions through Voluntary Deductions to the IUPAT-PAT-PC Fund

The Employer signatory to this Agreement hereby agrees to honor authorizations, in the following form, for checkoff of political contributions from employees who are Union members, and to forward all contributions and reports on contributions on or before the twentieth (20th) day of each month for the previous work month to Combined National Fund, P.O. 79128, Baltimore, MD 21279-0128.
AUTHORIZATION FORM FOR CHECKOFF OF POLITICAL CONTRIBUTIONS

I hereby authorize and direct my Employer to deduct from my pay the sum of five cents (5¢) for each hour that I receive pay (or from each regular paycheck), 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 this contribution, 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 fundraising and use the money they receive for political purposes, including but not limited to making contributions to and paying 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.

This authorization shall remain in full force and effect until revoked in writing by me.

Name __________________________________ Signature __________________

Social Security Number__________________________________________________

Authorized by International Union of Painters and Allied Trades and the AFL-CIO on behalf of PAT-PC and AFL-CIO COPE.

Contributions or gifts to PAT-PC or AFL-CIO COPE are not deductible as charitable contributions for federal income tax purposes.

ARTICLE XXIV
Contributions to District Council (or Local Union)
Welfare, Pension, Apprenticeship (or Other Fringe Benefit Funds)

1. Commencing with the ______ day of __________ 20____ , and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the District Council No. _________ Pension Fund, the District Council No. ____ Welfare Fund, the District Council No. ____ Apprentice Fund, the ______(Local or National) Industry Fund (also identify any other applicable multi-employer Fund) for each employee covered by this Agreement, as follows:

(a) For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution in the amount(s) set forth in this provi-
sion to each respective Fund: $_________ to the District Council No. _____ Pension Fund; $ _______ to the District Council No. _______ Welfare Fund; $ _____to the District Council No. ____ Apprenticeship Fund; $ _______ to the _______ (Local or National) Industry Fund. [NOTE: also identify other applicable multi-employer Funds]. (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) 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 or payable by the Employer in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.

(d) The payments to the ____________ Pension, Welfare, Apprentice, and (Local and National) Industry Fund (add names of other Funds covered) required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) and each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time, as though it had actually signed the same.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of each Trust Fund identified above, 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.

3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees of each respective Fund may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust or other rules and regulations that may, from time to time, be adopted by the Trustees.

4. If the Employer fails to make contributions to one or more, or any of these Funds 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, and any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause that
may be provided or set forth elsewhere in this Agreement, and such provisions shall not apply in the event of a violation of this clause.

5. Each said Fund and each benefit plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to said Fund as a deduction for income tax purposes.

ARTICLE XXV Job Stewards

Working job stewards may be designated on all jobs by the Union. The Employer shall furnish the Union with written reports upon request of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the employees employed. The Union may, at its option, appoint a working job steward on any job where its members are employed from among the employees on the job. The Union shall notify the Employer at that time of the identity of the Steward.

The duties of the job stewards shall be as follows:

1. To see that the provisions of this Agreement are observed;
2. To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her;
3. To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the job site by any person who is not an IUPAT member;
4. To mentor fellow members concerning the importance of a professional and productive approach to work.

The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. The job steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of steward and so long as he or she has the qualifications and ability to perform the available work. The job steward shall be the first person offered overtime, provided he/she has the qualifications and ability to perform the available work. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

ARTICLE XXVI Union Rights

Section 1. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to
this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

Section 3. Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement.

ARTICLE XXVII
Preservation of Work

Section 1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered a dispute and 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, National Labor Relations Board) channels.

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement, that may be available to the Union and/or the Joint Trust Funds.
ARTICLE XXVIII Subcontracting

Section 1. The Employer shall not contract out, subcontract, or outsource work to be done at the site of the construction, alteration, painting, or repair of a building or structure or other work unless the Employer or person who will perform such work is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT.

Section 2. In the event that the Employer shall contract out, subcontract, or outsource any bargaining unit work, whether or not job site or other work encompassed by Section 1 hereof, the Employer must notify the Union as to the identity of the contractor or subcontractor to which the work will be assigned within ________________ days prior to finalizing any agreement with such contractor, subcontractor, or other person.

Section 3. In the event of contracting, subcontracting, or outsourcing of any job site work encompassed by the provisions set forth in Section 1 hereof, if the Union has provided the Employer with written notice that a contractor is presently delinquent in making contributions to the Union or any fringe benefit fund to which contributions are required by this Agreement, and, after being provided such written notice, the Employer nonetheless enters into or continues a contract for the performance of any job site work that is covered by this Agreement with such delinquent contractor, the Employer shall be liable for any unpaid fringe benefit contributions owed by such contractor because of the performance of such job site (or other) work pursuant to that contract.

ARTICLE XXIX Safety

Section 1. 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 any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury, or accident occurs.

The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury, or accident.

Section 2. The Employer shall, at all times, provide safe tools, materials, and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, equipment, or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials, or equipment or under such hazardous conditions unless or until they are made safe. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.

Section 3. The Employer agrees that during the life of this Agreement, the Employer will comply with all applicable federal and state laws concerning occupational safety and health,
including all applicable standards, rules, and regulations issued pursuant thereto.

Section 4. The Employer shall provide, at no cost to the employee, all necessary personal protective equipment and instructions on proper use of such equipment. The Employer shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. If at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions, the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such defective, improperly maintained, inappropriate personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment.

Section 5. Except as clearly and specifically required by law or regulation, the Employer shall not require any employee to sign a form or statement dealing with health and safety, hazards in the workplace, or instruction and training relating to hazards in the workplace, unless that form or statement has been reviewed and agreed upon by the Union; provided, however, employees may be required to execute documents acknowledging that they have received and read an Employer's health and safety policy.

Section 6. A willful violation of safety rules by an employee may result in discipline, up to and including discharge.

Section 7. The Employer shall, in writing, promptly report to the Union all accidents and all incidents involving OSHA and/or MSHA reportable injuries to workers.

ARTICLE XXX

Journeyperson Upgrade Training

Section 1. A program shall be offered by the District Council (or Local Union) Apprenticeship Program for advanced or upgraded journeyperson training for all journeymen working under this Agreement. Journeypersons shall be required to take such courses in accordance with the following rules: [NOTE: The parties should negotiate on a local basis what rules will apply to journeyperson upgrade training.]

ARTICLE XXXI

Miscellaneous Terms and Conditions

Section 1. Discrimination. The Employer shall not discriminate against any employee on the basis of race, age, national origin, religion, sex, or any other basis prohibited by applicable law. In addition, any employee member of the Union acting in any official capacity shall not be discriminated against for his or her acts on behalf of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 2. Entry Level Journeyperson. An entry level journeyperson is defined as an individual who has passed the required proficiency evaluation given by the District Council (or Local Union) Examining Board for the District Council (or Local Union) JATC, but has not
graduated from an IUPAT-affiliated Apprenticeship Program and is found to be lacking certain skills of the trade. An entry level journeyperson must complete four thousand (4,000) hours of employment for signatory Employers in the classification of entry level journeyperson, and also complete all mandatory certified health and safety training, as well as other courses that may be deemed appropriate by the District Council (Local Union) Examining Board [or the District Council (or Local Union) JATC] to be eligible for re-evaluation as a journeyperson. A ratio of three (3) journeypersons to one (1) apprentice must be met by an Employer before entry level journeypersons can be employed. Once appropriate ratios are satisfied, entry level journeypersons may be utilized at a ratio of one (1) entry level journeyperson for every four (4) employees. This provision notwithstanding, the District Council's (Local Union's) Examining Board [or the District Council (or Local Union) JATC], upon evaluating the skills and abilities of any new employee/applicant may certify the individual as a full journeyperson, notwithstanding whether the individual graduated from an IUPAT-affiliated Apprenticeship Program when the Examining Board [or JATC] has determined that the individual possesses substantially all skills of a trained journeyperson. Employees/members who have achieved full journeyperson status prior to the date of this Agreement shall be considered journeypersons within the meaning of this provision and may not be paid the "entry level" journeyperson rate. In addition, the Business Manager/Secretary Treasurer shall be empowered, in his/her discretion, to waive the ratios set forth herein and permit use of entry level journeypersons based on manpower availability. [NOTE: The parties should negotiate on a local basis concerning other issues relating to entry level journeypersons, for example: (1) how such individuals will be hired or referred; (2) whether the District Council/Local Union will need to maintain a separate hiring list for entry level journeypersons; and (3) the wage and fringe benefit rate that will apply to such workers.]

Section 3. Union Right to Verify Compliance by Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer for the purpose of assuring compliance with the provisions in this Agreement.

Section 4. STARS Program. The parties to this agreement shall, as soon as is practicable, form a committee to study and implement the STARS program. Upon approval by the parties for implementation of the STARS program, this agreement shall be deemed modified to include such provisions without the necessity of formal amendment.

Section 5. Bonding. [NOTE: The parties should, locally, negotiate language that will provide for adequate and reasonable surety bonds for signatory Employers. Bonds should be designed to assure payment of wages due to employees as well as contributions or payments due to the Union, the Industry Fund, the fringe benefit funds, and other entities to which payments may be due under this agreement.]

Section 6. Workers Compensation Insurance. The Employer agrees, upon execution of and throughout the term of this Agreement and any extensions thereof, to elect to be bound by the provisions of all State and local Workers Compensation laws that are applicable to work performed by the Employer. The Employer further agrees to provide and furnish a Certificate of
Insurance covering all liability and obligations under such laws to the Union and the local Joint Trade Board. If local or state laws permit the establishment of an Alternative Dispute Resolution Workers' Compensation Program (ADR Program) and where a Finishing Contractors Association Local Chapter is a party to this Agreement and has lawfully created and/or established an ADR Program that will provide all required state and local workers' compensation benefits, the Employer may elect to participate in such ADR Program. Said ADR Program rules or regulations shall be submitted to the Union for review prior to implementation by the Employer.

**ARTICLE XXXII**

**Flexibility to Modify Agreement to Expand or Recover Work**

The terms and provisions of this Agreement may be modified by the Business Manager/Secretary Treasurer of the District Council (Local Union), at his/her discretion, for the purpose of organizing, holding a job union, maintaining or entering a particular market segment, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidders signatory with the IUPAT.

**ARTICLE XXXIII**

**I U PAT and Finishing Contractors Association**

**Not a Party to the Collective Bargaining Agreement**

It is understood and agreed by and between the parties to this Agreement that, by approving this Agreement pursuant to provisions set forth in the IUPAT General Constitution, neither the International Union of Painters and Allied Trades, AFL-CIO, CLC ("International Union") nor any of its officers, agents, employees, or representatives shall, in any manner:

1. Be made the subject of any duty or liability whatsoever arising from the terms and conditions of this Agreement;

2. Be held liable with respect to any claims, causes of action, or liabilities relating to the application or interpretation of the terms of this Agreement, or the actions of the parties in relation thereto; and

3. Be construed as parties to this Agreement.

The parties further acknowledge that the International Union shall not, in any manner, incur any responsibilities, duties, or liabilities under this Agreement, by contract or by operation of law, that result from the exercise of the International Union's duty, pursuant to its General Constitution, to approve this Agreement as to form.

In addition, the parties to this Agreement understand that provisions in this Agreement may be similar or identical to that contained in a standard "model" collective bargaining agreement for the industry that has been recommended for consideration by the IUPAT and the Finishing Contractors Association ("FCA"). The signatory parties to this Agreement agree, acknowledge, and understand that all language appearing in this Agreement is solely their
choice and, although some language set forth herein may have been borrowed from the "model" or "form" language provided by the IUPAT, the FCA, or other persons, neither the IUPAT, the FCA, or such other person is a party to this Agreement and shall not be made liable to any party or beneficiary of this Agreement by reason of having provided model or form language to the parties hereto. In establishing a recommended contract form, neither the International Union of Painters and Allied Trades, nor the Finishing Contractors Association, has acted as the bargaining representative for any entity that may choose to adopt the language of this recommended Agreement. Furthermore, neither the International Union of Painters and Allied Trades, nor the Finishing Contractors Association, shall be deemed to be a party to this, or any collective bargaining agreement that adopts such recommended language.

ARTICLE XXXIV
Successors

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 sold, leased, transferred, or taken over by sale, transfer, lease, assignment, or receivership proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

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

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

ARTICLE XXXV
Supremacy Clause

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, absent consent by the Union, and any such Agreement shall be null and void.

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

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning 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 XXXVII Duration Clause**

1. This Agreement shall be in full force and effect from ____ (effective date), to and including (expiration date) and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to (expiration date), or (month and day of expiration date) of any subsequent contract year.

2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than
ninety (90) days prior to (expiration date), or (month and day of expiration or date) of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.