



**INTERNATIONAL UNION  
OF  
PAINTERS & ALLIED TRADES**  
(District Council 1M, Local 845)

and the

**Mid Michigan Union Painters & Allied Trade  
Contractors Association  
(MMUPATCA)**

Negotiated Agreement  
May 10, 2018 to May 9, 2022

*Robert Gonzalez* **Business Manager**  
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# PAINTING ARTICLES OF AGREEMENT

This Agreement is made and entered into this day of May 10, 2018, by and between the Mid Michigan Union Painters & Allied Trade Contractors Association hereinafter referred to as the Employer, and IUPAT District Council 1M, Local 845 affiliated with the International Union of Painters and Allied Trades (IUPAT), hereinafter referred to as the Union.

It is understood this Association is acting only as an agent in the negotiation of this Agreement, and that it is agent only for those individuals, partnerships and corporations who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or by any employee of such Employers.

## Article I **Union Security Clause**

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

The parties agree that the Union Security Clause will not be enforced by either Party until it is determined lawful by repeal, vote of the General Public, or a Court of competent jurisdiction.

The Union will hold the company harmless and indemnify them for loss suffered by the company as a result of the company's enforcement of this Article and/or Article VII

## Article II **Scope of Bargaining, Work Jurisdiction and Definitions**

- 1) **Jurisdiction:** This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification(s) of "Painter" and "Wall Covering Applicator" 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.

Item 1. Within the meaning of this provision, the work of the “painter” will include, but not be limited to:

- a. 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 sealing, lining, fibreglassing, E-glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of exterior insulating finishing systems.
- b. 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, wind solar and other alternative energy structures, parking, traffic and air strip lines, trucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment;
- c. 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.;
- d. 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;
- e. The inspection of all coatings and/or coating systems during their applications will be performed by the painter.

Item 2. Within the meaning of this provision, the work of the “wall covering applicator” will include, but not be limited to:

- a. All material applied to walls or ceiling with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories.
- b. Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.
- c. **All Tools, Equipment and Material:** (1) the handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools,

equipment and material used or that may be used by members of this International Union in performing their trade or work; (2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall include, but not be limited to, brushes, rollers, spray painting equipment, applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, erection and dismantling of same, the operation and maintenance of all types of compressors.

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

**e. Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials:** The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

**2) Employer:** The term "Employer" shall include all individuals, Co-partnerships, or Corporations engaged in the Drywall Finishing, Painting, Paper hanging or Decorating Industry employing one or more employees.

**3) Employee:** The term "Employee" shall include all journeypersons, foremen, or any employee who acts in the capacity of working foreman, and apprentices as herein set forth. Employees of a corporation, while performing bargaining unit work, shall include all journeypersons and apprentices whether or not they are also Employers.

**4) Geographic Jurisdiction:** IUPAT District Council 1M, Local Union 845's jurisdiction includes Oceana, Muskegon, Ottawa, Kent, Newaygo, Mecosta, Montcalm, Ionia, Eaton, Clinton, Shiawassee, Ingham, and Livingston Counties.

**5) Union:** For the purpose of this Agreement "International Union of Painters and Allied Trades, Local Union 845", chartered the 14<sup>th</sup> day of March, 1915, by the International Union of Painters and Allied Trades, headquartered in Washington, D.C. and affiliated with the AFL-CIO, CLC.

**6) Contractors:** Those "Employers" who have agreed with the Union in the scope and text of this Agreement.

**7) Agreement:** The signed, negotiated document between the Contractors and/or the Mid Michigan Union Painters & Allied Trade Contractors Association and the Union containing terms of employment and conditions therefore as enumerated herein.

**8) Signatory:** The authorized representative of the Contractor, Corporation, Firm or other entity who is responsible for said “Employer” and whose signature appears on the Agreement or “Memorandum of Agreement”.

**9) Memorandum of Agreement:** An Agreement having full force and effect as the “Agreement” and which is signed in lieu of the “Agreement”.

**10) Legal Holidays:** For the purpose of this Agreement, Legal holidays shall include: New Years’ Day, Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Thanksgiving Day, and Christmas Day. Martin Luther King Jr. Day and Veterans Day are not considered Legal Holidays for the purposes of this Agreement but may be observed with prior notice to the Employer without repercussion.

**Under no event shall work be performed on Labor Day.**

**11) Steeplejack Work:** Steeplejack work shall be defined as all preparatory work and sand blasting, and painting from the base or the following named structures whose highest point of elevation is 40 Feet (40’) or more: water tanks, gas holders, towers, bridges, radio towers, church steeples, blast furnaces, smoke stacks, cracking plants, exterior cranes, open steel structures, and all structural supports of the above named structures and on new construction where employees are engaged in cleaning, spotting, and painting and where no scaffolding is provided whether the building is enclosed or not enclosed. Employees employed as ground men shall be paid the base rate as excluding employees employed in hazardous areas, such as moving traffic.

## **Article III** **Clauses**

### **1) Preservation of Work Clause:**

Section A. 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 B. All charges of violations of Section A of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Grievance Committee 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 Grievance Committee 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 Grievance Committee or Arbitrator under this Article only through arbitral, judicial, or governmental (for Example, the National Labor Relations Board) channels.

Section C. 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 Grievance Committee remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any 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, which may be available to the Union and/or the Joint Trust Funds.

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

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

**4) Support of Primary Activity:** Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

**5) No Discrimination Clause:** Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union nor shall there be any discrimination against any employee because of Union membership or activities.

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

**7) General Savings Clause:** If any Article 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 which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**8) Referral Clause:** When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The Employer shall have entire selectivity in hiring, and subject to the grievance procedure may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer.

## **Article IV**

### **General Conditions**

The principal place of business and employment of Signatories to this Agreement shall be within the geographic jurisdiction of IUPAT District Council 1M, Local 845. The Employer on occasion undertakes work covered by this Agreement in other cities and areas, on which occasions the Employer employs additional employees who are residents of the other city or area as the needs of the work require. In recognition of these facts, it is agreed that:

1. This Agreement shall embrace, and the Union shall be the exclusive bargaining representative for and on behalf of, all the employees employed by such Employer or Contractor, wherever and whenever employed during the term of this Agreement.

2. The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than Fifty Percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area.

3. The Employer party hereto shall, when engaged in work outside the geographical 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 geographical jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

4. All Out-of-Area Employers shall report, by Name, Social Security Number and Number of hours worked within this Jurisdiction on the Monthly Benefit Reports as furnished by the Union, along with the remuneration therefore. All such Employers shall also report to the



Union, within Twenty-Four (24) hours of a job start in this area by them. The Second employee on any job manned by an Out-of-Area Employer **Shall** be a member of District Council 1M, Local 845.

5. If the Union shall furnish employees to any Employer within the State of Michigan for the type of work covered by this Agreement upon more favorable terms or conditions than those herein, the Union agrees that such favorable terms and conditions shall automatically accrue to all signatories to this Agreement.

6. Employers shall furnish to the Union, proof of Workmen's Compensation and Unemployment Compensation, and Employers signify by signature hereon that they have complied with the law and possess same.

7. By signature hereon or by "Memorandum of Agreement", signatories certify that they are authorized and legal representatives of the firm they purport to represent.

8. The Employer or his Representative shall provide access to all jobs to the Business Representative of the Union and shall refer all disputes regarding this Agreement, the Local by-laws, or such matters to the Business Representative.

9. Parking shall be paid for upon acquisition of paid receipts.

10. An employee is not required to report for work on a Friday proceeding a Saturday holiday or a Monday following a Sunday holiday. If an employee agrees to work on a Friday proceeding a Saturday holiday or a Monday following a Sunday holiday and fails to report to work on such Friday or Monday, they may be disciplined for such failure.

11. No Employer or Employer Representative shall drive, intimidate, coerce, or use foul or abusive language to any employee. By the same token the same shall apply to employees.

12. The Employer agrees that the Union will not be held responsible for any negligent or tortuous acts committed by the employees referred to the Employer, or call for.

13. The Union disclaims any Company Seniority Policies.

14. It is understood that the principal place of business and employment of signatories to this Agreement is within the geographic jurisdiction of IUPAT District Council 1M., Local 845 Lansing, Michigan, but that such Employer on occasions undertakes work covered by this Agreement in other cities or areas, on which occasions such Employer employs additional employee residents of such other cities or areas as needed, or the work requires: NOW BE IT THEREFORE RESOLVED: The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographical jurisdiction and executed by the Employers of the Industry and 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 as to employees employed by such Employer from within the geographical jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employee, and fringe benefit contributions on behalf of such employee shall be

made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure of settlement of grievances set forth in this Agreement and through the courts. The employer shall not be permitted to evade their obligations here under by setting up an additional "Home" or "Branch" office or plant in an area outside their principal place of business.

## Article V **Employment**

1. It is agreed that all employees now employed and those employees who in the future may become employed by an Employer signatory to this Agreement, shall be or become, after Seven (7) days of employment and remain continuously, members in good standing of the Union signatory hereto, and whose behalf this Agreement is executed as a condition of employment. Said employees shall tender such Dues, Fees, and Assessments as may be required by the Union.

The parties agree that the requirements to join the Union and remain a member will not be enforced by either Party until it is determined lawful by repeal, vote of the General Public, or a Court of competent jurisdiction.

2. All Employers shall inform the Union of **All new Hires and All Re-hires** within Twenty-Four (24) hours after employment. (Re-hires shall be those employees who were terminated by that Employer in excess of Seven (7) days.)

3. There is established a trial period for pre-applicants.. The trial period shall be the first Forty (40) hours or Seven (7) days, whichever comes first. The starting rate for the first Forty (40) hours or Seven (7) days will be Ten Dollars (\$10.00) per hour. After the trial period, the employee(s) shall be paid the rate for the job performed at the rates set forth in the Wage Section of this Agreement.

4. Employees discharged or who quit, shall have their wages mailed to them on the next regular payday to the address furnished by the employee. This shall also apply to Employees who work for an Employer intermittently as on weekends, nights or other type work.

5. Employees called to the Employers shop or job site and not put to work shall receive Two- (2) hours pay at the Base Rate. If put to work shall receive a minimum of Four (4) hours pay.

6. The Employer shall furnish all employees with a weekly time card, which is the employee's responsibility to fill out as to hours worked and rates applicable and signed by the employee.

7. On large jobs, a master time sheet may be utilized, but each employee shall be given the opportunity to examine the time sheet prior to submission to ascertain that hours and rates are accurate.

8. Acceptance by an employee of a sum of money from the Employer as wages, less than which they are entitled under the terms of this Agreement, shall not constitute a waiver to their

claim for that justly earned and due, even though the employee signed "Payment in Full" and such acceptance shall not be accepted as full pay for work performed.

9. The Employer agrees to make available to all employees employed by them a statement of deductions, as required by the Internal Revenue Act for the preceding year.

10. All Out-of-Area Employers and/or employees shall contact the Business Representative of IUPAT District Council 1M, Local 845 prior to commencing any work in the Lansing jurisdiction. Failure to do so shall result in the employee and Employer being levied a fine not in excess of Five Hundred Dollars (\$500.00).

11. Standards governing Apprentices through Finishing Trades Institute of the Great Lakes are contained in the Apprenticeship Standards Manual.

Percentage rates for Apprentices are as follows;

Level 1	50%	min. hours	0
Level 2	60%	min. hours	1500
Level 3	75%	min. hours	3000
Level 4	90%	min. hours	4500
Journeyworker			6000

12. Pre-Apprentices shall be paid fifty per cent (50%) of the Journeyman's base rate for a period not to exceed three (3) months. Notwithstanding any other provision of this agreement, the Employer shall not pay fringe benefit contributions for work performed by Pre-Apprentices approved by the Union for a period not to exceed three (3) months. The Employer shall pay fringe benefit contributions for work performed by any Pre-Apprentices not approved by the Union. Only approved Local Union 845 pre-apprentices are permitted to work in the jurisdiction of Local 845.

## **Article VI**

### **Pay Day and Hours of Work**

1. The Employer agrees to maintain a regular weekly payday between the hours of 8:00 A.M. and 4:30 P.M. The Employer shall not retain or "hold back" more than Three (3) business days' wages.

2. All overtime work shall be paid for on the regular payday.

3. Payment of wages shall be made on the job in lawful money of the United States of America or by payroll check. Each employee shall receive with their pay envelope or check a written memorandum showing date of payment, dates of pay period, hours worked in pay period, number of overtime hours worked, total wages earned, expense money reimbursed, all other special payments, federal, state, and city income tax withheld, F.I.C.A. taxes withheld, and all other deductions.

4. The regular workday shall consist of Eight (8) consecutive hours beginning not earlier than 6:00 and ending no later than 6:00 p.m with an unpaid one-half (1/2) hour lunch period in the 4<sup>th</sup> hour of work.

5. The regular workweek shall be Forty (40) hours, beginning at 6:00 A.M. on Monday and ending at 6:00 P.M. on Friday.

6. All hours in excess of the regular work week and all work outside of the regular work day or work week shall be considered overtime. Overtime on days recognized as regular workdays shall be paid for at the rate of One and One Half (1½) times the regular rate. Overtime on Saturdays shall be paid for at the rate of One and One Half (1½) times the regular rate and Sundays and Holidays shall be paid for at the rate of Double (2) times the regular rate. Night Rate Differential is \$1.10 per hour over the Base Rate for the work being performed.

**7. Four Tens (“4-10s”) Work Week.** A 4-10s workweek (Monday through Thursday) may be worked under the following terms and conditions unless prohibited by any National Construction Agreement, Project Agreement, or prohibited by Federal or State laws.

The Employer and Union may agree to a 4-10s workweek. It is understood that prior to the implementation of a 4-10s work week, the Union must approve based upon the review of the circumstances involved on the construction project to determine if a 4-10s work week is practical and feasible. A 4-10s workweek shall only be implemented with a full work week commencing on Monday for a minimum of three (3) consecutive weeks.

All work performed after the 10-hour workday shall be paid at the applicable overtime rates. The starting time shall be established by mutual consent of the Employer and Union.

Friday shall be considered a voluntary make-up day if less than forty (40) hours are worked from Monday through Thursday.

Holidays that are observed during the Monday through Thursday workweek may be considered as lost time and Friday may be worked as a make-up day.

All other appropriate provisions, as included in Article VI, “Pay Day” of this Agreement, shall apply to the 4-10s workweek.

## **Article VII**

### **Check off administrative dues**

1. Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the 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 by the bylaws, and will submit to the Employer a copy of the bylaws or the applicable bylaw 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 Gross Wages during said payroll period, and will accumulate said deductions to the end of the month.
- c. On or before the Fifteenth (15<sup>th</sup>) day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable payroll 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 "assessment" the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues or Business Representative "assessment" in the amount stated in that other Unions 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 check-off, the procedure specified in Section 1., a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or Business Representative "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the signatory hereto, and the bylaws of that other Union contain no provision for administrative dues or Business Representative "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 voluntarily signed a valid dues deduction authorization form.

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

5. On or before the Fifteenth (15<sup>th</sup>) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization form, together with the number of hours worked by each such employee during the month previous.

6. The Employer shall deduct as working dues from the wages of each employee who has individually and voluntarily authorized such deduction in writing the amount certified by the Union to be the working dues uniformly required. Any such authorization by an employee shall contain a provision as required by law for revocation.

## Article VIII

### Safety

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. The Employer agrees to indemnify the Union to the full extent of such liability, as well as any costs and attorney's fees awarded against or incurred by the Union in such litigation.

- a. 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, or 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 and 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 their pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.
- b. 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.
- c. 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 or her 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.

## **Article IX**

### **Stewards**

1. Employee members of this Local Union may elect Stewards from Employee members employed by the Employer. The names of the Steward elected shall be made known to the Employer. If the Employees do not elect a Steward, the Business Representative may appoint a Steward.

2. The Steward shall be contacted in the event of a dispute.

3. Stewards are not authorized to receive or disburse funds of this Local Union.

4. Stewards shall show their work card or dues book to all new Employees and politely ask for the same proof and to ascertain that the new Employees dues are up to date.

5. In the event of injury on the job, the Steward shall insure that the Employees personal effects are taken care of. The Steward shall also insure that the injured Employee receives his paycheck.

6. Stewards shall be given no consideration over any other Employee, except that in the event of overtime or regular work they shall be availed the opportunity for this work if the Steward so desires and is qualified to perform the work.

7. The Union shall be advised before any Steward is transferred from the job, laid off or fired.

8. When there is an awareness of direct or flagrant violations of this Agreement, the Business Representative is empowered to place an outside Steward on the job if the Steward is qualified for the work involved. The Joint Grievance Committee and the Union may require any Employer who has repeated violations to have such a Steward so placed.

9. Insofar as practicable, Stewards shall be the last people on the job provided they are qualified to perform the work.

10. The job steward shall be allowed reasonable time during regular working hours to discharge their duties. They shall have authority to check the identification of employees performing bargaining unit work. 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.

11. Stewards may be relieved of their duties at any time at the discretion of the Local Union.

## **Article X**

### **Drywall Finishing**

1. Drywall Tapers and Finishers are required to furnish only those hand tools normally and traditionally used.
2. Drywall Tapers and Finishers shall not be permitted to tape, finish or sand drywall prior to semi-permanent flooring being in place.
3. There shall be adequate and continuous heating on all jobs.
4. Drywall Tapers and Finishers shall not be held responsible for taping or finishing that has been damaged by cold, heat, frost, water or other damage not controllable by them.
5. The Employers shall provide scaffolding, benches, mixers, power cords, application boxes, angle tools, machines, hoppers, etc. The Taper and Finisher is expected to keep same clean and operable.
6. All Employers signatory to this Agreement shall pay all employees, when engaged in any phase of the Drywall Industry work, the rate(s) specified in the Drywall Finishing Agreement.
7. No drywall employee shall work for any Employer who is more than Sixty (60) days in arrears in benefit contributions or wages or a combination thereof. Any employee working for such an Employer, after being informed of the arrears shall be fined not less than Five Hundred Dollars (\$500.00) per day while so working. Employers who are in arrears, before re-employing any drywall tapers or finishers shall bring all arrears up to date and post not less than a Cash Surety Deposit of not less than Five Thousand Dollars (\$5,000.00). If the Employer employs more than Five (5) employees of the Drywall Taping and Finishing Trade, they shall post further monies.
8. Painters doing Drywall Finishing shall receive the applicable rate of pay of a Taper/Finisher when finishing more than Sixty-Four (64) Square Feet of Drywall Board or more than Eight (8) Lineal Feet of Metal.

## **Article XI**

### **Trade Rules**

1. Employees working within the jurisdiction of this Local Union shall wear reasonably clean, white working clothing.
2. Employees engaged as Painters shall furnish a good quality putty knife and wall knife.
3. When engaged as a Wall Covering applicator, an employee shall furnish hand tools normally related to this segment of the craft. (Not to include sponges, razor blades, ladders, etc.).



4. No employee shall be discriminated against for refusal to transport an Employers tools, equipment, or materials with their personal vehicle.
5. Signatories shall place their company name on all major equipment. Lettering at least One and One-Half (1 ½) inches in height.
6. There are not any regulations regarding the use of spray equipment, except that in the Commercial Field, a separate person other than the spray person shall roll all drywall and any surface that needs to be backrolled after spray application.
7. Roller handles shall not exceed a maximum of Ten (10) feet from the roller axis.
8. Brushes over Five (5) inches in width are not allowed for the application of paint.
9. Any employees using spray application equipment shall be paid a minimum of Four (4) hours spray differential for the A.M. shift, and if worked, the P.M. shift, regardless of the actual time consumed in use of same. This shall include, but not be limited to: spray guns, cup guns, acoustical hoppers, acoustical spray equipment, H.V.L.P. sprayers, etc., regardless of the material used or other rate differentials, which may apply. The spray person shall be designated by the Foreperson.
10. Cardio/Pulmonary testing will be funded through the Labor Management Cooperation Fund, and the records of such tests shall be kept at the Union Hall. These records will be made available for review by the Employers upon request.
11. The Employer shall not contract out or sub-contract any job site work covered by this Agreement to any sub-contractor or other person unless that sub-contractor or other person is a party to a Collective Bargaining Agreement which incorporates wages, hours, and working conditions which are the equivalent of those specified in this Agreement or the existing Collective Bargaining Agreement of any affiliate of the IUPAT which is applicable in the area where the work or job is to be performed, whichever is the most favorable to the employees of said sub-contractor or other person.
12. There shall not be any piecework of any kind covered by this Agreement.
13. No Union member shall solicit work covered by this Agreement in the Residential, Commercial, or Industrial Fields, nor shall they bid against any signatory to this Agreement on any job.
14. No employee shall do anything contrary to this Agreement, the Union by-laws, Constitution, or any governmental regulations or laws or do anything that is unbecoming of the Trade.
15. Whenever any Employer, signatory to this Agreement is also an Employee within the meaning of this Agreement, the Employer must employ One (1) or more other Employees at all times.
16. Any new tool or equipment not now in general use in the application of any substance covered by this Agreement or its counterpart must be approved before its use.

17. The Union is required to provide Ten (10) hours per year, per person of upgrade instruction.

18. Signatories to the contract must certify that at least Fifty-One Percent (51%) of their work or total volume of business is in the Painting, Decorating or Drywall fields, and that they will employ members of this Union for the said Fifty-One Percent (51%) of the time, and any Company that is signatory to a Collective Bargaining Agreement with an IUPAT Local Union in any other jurisdiction is exempt from this clause. Once the intent of this section has been exhausted this section may be waived.

## **Article XII** **Job Conditions**

1. The Employer shall have the right to direct the progress of any work and to exercise all functions and control, including, but not limited to, the selection of materials, supplies, employment and employees required, and to determine the competency and qualifications of their employees.

2. Employees required to wait for supplies or equipment shall be paid for all such “down time” at their current rate of pay for the job being performed.

3. The Employer agrees to furnish the Business Representative of the Union with the location of all jobs started and sites, plus all weekend, Holiday and night work, within Twenty-Four (24) hours prior to the commencement of same.

4. Employees shall not be required to sign for any tools, equipment or materials.

5. Employees may be required to sign a statement to the effect that they have received certain protective clothing, masks or devices and hard hats. No deposit shall be required. Employees are required to maintain and protect such devices in a prudent manner, or as provided by the Employer.

6. There shall be a “Work Break”, not to exceed Fifteen (15) minutes at the box, shop area, truck or work area or as designated by the Employer, in the morning and afternoon.

7. Employees shall be given a Half (1/2) hour break after each Four (4) hour work period, which shall not be a paid period, (Lunch or Dinner Break).

8. Where it is not feasible for the Employees to take a “Break” at one time, the Employer shall make adjustments.

9. There shall be no loss of time for “On-the-job” injuries. Employees injured on the job shall receive wages in the amount of hours worked and for the type of work the employee was employed at the time of injury, as those worked by other employees on his job or crew for that day.

10. Employees shall report all “On-the-job” injuries immediately to the Employers representative who shall make or prepare an injury report in the manner prescribed by law.

11. The Employer Representative shall see that the injured employee is provided proper medical care and assistance as necessary.

12. It shall be the determination of such Medical Personnel whether or not and when the injured employee shall return to work.

13. Only Journeypersons shall be assigned the responsibility of Foreperson or Chargeperson (Supervisor).

14. The Employer agrees to furnish all jobs with drinking water and sanitary toilet and eating facilities and dressing areas where clothing and individual tools are protected.

15. All employees, other than Spray and Blowoff persons shall be given Five (5) minutes cleanup time prior to lunch and quitting time.

16. All Spray and Blowoff persons shall be given Fifteen (15) minutes cleanup time prior to lunch and quitting time.

17. Swing and Power Stage work shall entail the employment of at least Two (2) employees.

## **Article XIII**

### **Fund Participation Agreements**

#### **Michigan State Painters Insurance Fund**

The Employer agrees to be bound by and to the Agreement and Declaration of Trust of the Michigan State Painters Insurance Fund (hereinafter “Fund”) as amended. The Employer irrevocably designates on the Board of Trustees of the Fund those Trustees 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 or to be taken and all rules adopted or to be adopted by the Trustees within the scope of their authority. The rules currently in effect include but are not limited to the following:

1. The Employer shall submit a contribution form and pay all required contributions under this Agreement to the administrative offices of the Michigan State Painters Insurance Fund, located at Department 77823, P.O. Box 77000, Detroit, MI 48827, or at such other address as the Trustees shall advise, no later than the Fifteenth (15<sup>th</sup>) day of the month immediately following the month in which work was performed requiring such contributions.

Should the monetary contribution amount of a Health Care Plan be increased by the Health Care Trustees during the life of this agreement, it is understood that the increase will be deducted from the employee’s base wage which will be adjusted accordingly.

The Employer agrees to pay as liquidated damages Ten Percent (10%) of any late payment if the envelope in which such payment is mailed is postmarked by the U.S. Postal Service later than the Fifteenth (15<sup>th</sup>) day of the month immediately following the month in which work was performed requiring such contributions, and to pay Twenty Percent (20%) of any late payment if the envelope in which such payment is mailed is postmarked by the U.S. Postal Service later than the First (1<sup>st</sup>) day of the Second (2<sup>nd</sup>) month immediately following contributions.

2. The Employer agrees to keep accurate books and records, using generally accepted accounting procedures, reflecting the payment of wages, fringe benefit contributions and any amounts paid to subcontractors, as well as the number of hours worked by employees and other persons performing work for the Employer, adequate to permit the Trustees of the Fund to determine the accuracy of the Employer's contributions to the Fund, and agrees to preserve such records for not less than Six (6) years.

3. The Employer agrees to promptly furnish to the Trustees of the Fund, or their designated agent, on request, any and all records of the Employer for the purpose of verifying the accuracy of contributions paid to the Fund, including documents reflecting payment of wages, fringe benefit contributions and any amounts paid to subcontractors, as well as the number of hours worked by the employees and other persons performing the work for the Employer, regardless of craft or occupation or how classified by the Employer (hereinafter collectively referred to as "employees"), including but not limited to the following:

- a. Payroll records of each employee, regardless of craft or occupation, showing the employee's name, address, social security number, occupation, straight time and overtime hours worked, rate of pay, gross pay, FICA deductions, withholding tax deductions, other deductions, check numbers and net pay.
- b. Payroll journals (registers) for each year.
- c. General check registers, disbursement journals and other documents disclosing payments made.
- d. All time or clock cards.
- e. All workers' compensation forms and audit reports (except that Confidential Management salary information will be excluded).
- f. Copies of W-2 forms filed for each employee, regardless of craft or occupation.
- g. Copies of W-4 forms filed for each employee, regardless of craft or occupation.
- h. Copies of W-3 forms filed for each year.
- i. Copies of 941 forms filed for each year.
- j. Copies of 940 forms filed for each year.
- k. Copies of 1096 forms filed for each year.

- l. Copies of 1099 forms filed for each year.
- m. Copies of M.E.S.C. forms filed for each quarter.
- n. Contribution reports for each month.
- o. Canceled checks.
- p. Records of all other business entities owned or controlled by any person owning or controlling the Employer.
- q. Records relating to parties with whom the Employer subcontracted.
- r. Records relating to projects on which the Employer worked.

Should the Employer fail to comply with an audit request or maintain books and records so incomplete as to make it difficult or impossible for the auditor to determine the amount of contributions due the Fund, The Trustees of the Fund may make a determination of the amount of contributions due based upon any available information, and the burden of proof shall shift to the Employer to disprove the determination made by the Trustees.

The Employer shall pay the cost of any payroll audit if the audit discloses additional contributions due to the Fund. The Employer shall also pay liquidated damages of Twenty Percent (20%) of all contributions disclosed in the audit as owing to the Fund, in addition to the actual delinquent contributions.

4. The Employer agrees that any person performing work covered under this Agreement who works part-time in a non-bargaining unit position, who maintains any financial interest in the Employer, direct or indirect (including ownership by a spouse), or who is a salaried employee, shall be treated for the purpose of fringe benefit contributions to the Fund as though employed full time in the bargaining unit. Contributions on behalf of such persons shall be made for all hours actually worked, but not less than Forty (40) hours per week, regardless of whether the hours are worked in the bargaining unit.

5. Subsequent to the planned termination date of this Agreement, the Fund shall be permitted to accept fringe benefit contributions from the Employer if the Employer reports contributions on a standard fringe benefit contribution reporting form, if the Trustees of the Fund are not notified of the termination of the Employer's Collective Bargaining Agreement with the Union and that negotiations over a new Collective Bargaining Agreement have reached an impasse or in any other situation in which the Trustees in good faith believe that the Employer maintains an obligation to pay contributions to the Fund under a written agreement specifying the basis on which contributions are to be made to the Fund, whether or not such agreement has terminated.

6. The Employer shall not be entitled to return of any contributions paid to the Fund, except if an Employer requests a return of contributions paid as a result of a mistake and the Trustees of the Fund, in their sole discretion, determine that the equities dictate return of such contributions and that such return will not detrimentally affect the actuarial soundness or financial integrity of the Fund or have any direct, adverse effect on participants on whose behalf such contributions for which a refund is sought were paid.

7. The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, corporation or other business entity not a party to a Collective Bargaining Agreement with the Union. If an Employer subcontracts or sublets any work covered by this Agreement to any person, corporation or other business entity not party to a Collective Bargaining Agreement with the Union, the Employer shall pay to the Michigan State Painters Insurance Fund an amount equal to gross wages, including fringe benefit contributions, which would have been earned by employees working under this Agreement had the Employer not subcontracted or sublet the work to the person, corporation or other business entity not party to a Collective Bargaining Agreement with the Union.

8. It is expressly understood that nothing contained in this Agreement shall deny the Trustees of the Fund the right to file a lawsuit in Federal Court or pursue any other legal remedies available to them to collect delinquent contributions or otherwise enforce the Employer's obligations to the Fund. Any action by the Trustees to enforce the Employer's obligations to this Fund shall be expressly excepted from any grievance or arbitration procedure or any "no strike" clause which may be set forth elsewhere in this Agreement. In the event the Trustees take action to collect delinquent contributions or liquidated damages, obtain an audit or otherwise enforce the Employer's obligations to the Fund, the Employer shall be responsible for all expenses incurred by the Trustees, including actual auditor, expert witness and attorney fees, filing fees and deposition costs.

9. The Union may engage in a strike against any Employer which has failed to fulfill any of its obligations to the Fund and such strike action shall not be a violation of any provisions of this Agreement and shall be expressly excepted from the provision and requirements of the grievance procedures provided in this Agreement.

#### **IUPAT Union and Industry Pension Fund**

Beginning June 1, 2018, for each hour worked, the Employer shall make an hourly contribution of \$7.05 to the IUPAT Pension Plan.

Beginning June 1, 2019, for each hour worked, the Employer shall make an hourly contribution of \$7.70 to the IUPAT Pension Plan.

Should the monetary contribution amounts of a Pension Rehabilitation Plan or Default Schedule adopted by the Pension Fund Trustees or recommendation by the Trustees require an increase in the contribution rate in excess of the current contribution rate, the increase will be deducted from the employee's base wage which will be adjusted accordingly.

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

1. (A) Commencing with the Tenth (10<sup>th</sup>) day of May, 2018 and for the duration of the Agreement, and any renewal or extension thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry Pension Fund for each employee covered by this Agreement as follows:

(B) For each hour or portion thereof, for which an Employee receives pay, the Employer shall make contributions according to the wage schedule in Article XVII on page 30 to the above named Pension Fund.

(C) 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.

(D) Contributions shall be paid on behalf of any employees starting with the employees First (1<sup>st</sup>) day of employment in a job classification covered by this Agreement. This includes but is not limited to, Apprentices, Helpers, Trainees, and probationary employees.

(E) The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

2. The Employer hereby irrevocably designates as its representatives on the Board of 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 may at any time conduct and audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.

4. If an Employer fails to make contributions to the Pension Fund within Twenty (20) days after the date required by the Trustees, The Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement

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

### **Remittance Reports**

1. Failure of an Employer to submit benefit payments as enumerated herein by the Fifteenth (15<sup>th</sup>) day of the month immediately following the month in which the work was performed, in violation of this Agreement and the several Trust Agreements, shall constitute a violation of the Employers obligations hereunder. Each Employer, so delinquent shall be required to reimburse each fund for additional expenses incurred as a result of such delinquencies as follows:

A. Ten Percent (10%) of the delinquent payments, if such payments are made later than the Fifteenth (15<sup>th</sup>) day of the month immediately following the month in which work was performed shall be assessed as liquidated damages; however, in no event shall the amount of liquidated damages be less than Twenty Dollars (\$20.00)

B. Twenty Percent (20%) of the delinquent payments, if such payments are made later than the First (1<sup>st</sup>) day of the Second (2<sup>nd</sup>) month immediately following the month in which work was performed shall be assessed as liquidated damages, however in no event shall the amount of liquidated damages be less than Twenty Dollars (\$20.00).

2. In the event of default by an Employer, the Trustees may, in addition to the above assessments, demand and receive an assignment of accounts receivable from the Employer in an amount necessary to protect the beneficiaries of the several funds as enumerated herein.

3. In addition to any other remedies to which the Trustees, the Union and the Council may be entitled, especially as provided in this Agreement, and such Trust Agreements a delinquent Employer shall be obligated to pay all of the actual expenses of collection that may have been incurred on their account by the Trustees.

4. Nonpayment by an Employer of any contribution when due, shall not relieve any other Employer of their obligations to make timely payments as provided in this Agreement and the several Trust Agreements.

5. Any nonpayment after B. above may require the delinquent Employer to appear before the Trustees with all records pertaining to employment.

6. All signatories who have not previously been a signatory to an Agreement with this Local Union or who has been previously default, shall post a Cash Surety Deposit of not less than Five Thousand Dollars (\$5,000.00). A larger deposit may be required by the Trustees.

7. The Surety Deposit shall be administered by the Trustees and shall be invested to insure the greatest amount of interest available.

8. All Surety Deposits shall be held a minimum of Twelve (12) months from the date of deposit to insure that all benefits have been promptly and correctly submitted for all employees.

9. In the event all benefits have been submitted as required and no delinquencies are known the Surety Deposit may be returned to the Employer with the interest earned.

10. In the event of default, delinquencies, etc., the Trustees are authorized to draw such amounts as necessary from the Surety Deposit for the payment of benefits as enumerated herein.

11. The Employer, prior to being an Employer of Record shall again bring their Surety Deposit to a level in the amount as deemed by the Trustees.

12. The Surety Deposit shall then be retained by the Trustees for a period not to exceed Twenty-Four (24) months from the last month of default of delinquency and may be then returned without interest.



13. Any Employer who is Sixty (60) days delinquent in reporting and payment is to: Report and pay benefits on a weekly basis until all delinquencies are up to date, including penalty and interest.

14. The regulations governing the Trustees are contained in the applicable Trust Document.

### **Finishing Trades Institute of the Great Lakes**

The Agreement between the Employer(s) and Union parties to this Agreement regarding payments to the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund is as follows:

1. (a) Commencing with the tenth (10th) day of May 2018, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the Agreement and Declaration of Trust executed by and between the International Union of Painters and Allied Trades and Employer associations in the Industry, agrees to make payments to the Finishing Trades Institute of the Great Lakes for each employee covered by this Agreement, as follows:

(b) For each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of thirty-four (\$.34) cents to the above-named Apprenticeship Fund. The employee shall make a contribution of twelve (12) cents.

(c) 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 this Agreement, shall be counted as hours for which contributions are payable.

(d) 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, journeypersons, trainees and probationary employees.

(e) The payments to the Apprenticeship Fund required above shall be made to the Finishing Trades Institute of the Great Lakes, which was established under an Agreement and Declaration of Trust, dated July 15, 2014. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

(f) From the funds collected in the above manner, the trustees of the Finishing Trades Institute of the Great Lakes. shall hold in trust the sum of Two (2) cents per hour, for each hour or portion thereof for which an employee receives pay, and remit said sum to the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund at such regular periods of time and in the manner and form as shall be determined by the trustees of the International Fund from time to time. This contribution will be matched by the employee.

(g) The payments to the Apprenticeship Fund required in paragraph (f) above shall be made to the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund, which was established under an Agreement and Declaration of Trust dated February 1, 1971. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though the Employer had actually signed the same.

2. (a) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund, such trustees as are now serving or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(b) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund, such trustees as are now serving, or who will in the future serve, together with their successors, as provided for in the aforesaid Trust Indenture.

(c) The parties hereto further agree to be bound by all actions taken by the trustees of the International Fund pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the trustees require; and the trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

4. If an Employer fails to make contributions to the Finishing Trades Institute of the Great Lakes by the Fifteenth (15<sup>th</sup>) day of the month immediately following the month in which the work was performed, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting 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 which may be provided or set forth elsewhere in this Agreement.

5. The Apprenticeship Plan adopted by the trustees of said Apprenticeship Funds shall at all times treat contributions to the Apprenticeship Funds as a deduction for income tax purposes.

6. In the event of the Boards of Trustees of the existing Apprentice and Journeyman training funds, Metropolitan Detroit Painting and Drywall Industries Apprentice Training and Journeyman Upgrading Trust Fund and Finishing Trades Institute of the Great Lakes determine that it is prudent to merge (Merged Fund) and take action to do so, the Employers covered by this Agreement will make all future apprentice and training fund contributions required under this Agreement to the merged fund provided that the merged fund is: 1) Established under an agreement and declaration of trust and shall be subject to all requirements of law; 2) the administration thereof will be by trustees, an equal number of whom will be designated by the Union and the representative of contributing Employers; and 3) the Employers covered by this Agreement receive no less than sixty (60) days prior notice to direct contributions to the Merged Fund.

The parties agree to adopt the Finishing Trades Institute of the Great Lakes Apprenticeship Program requirements. Copies of the requirement standards will be kept on file.

## **LMCI**

1. (a) Commencing with the tenth ( 10th ) day of May 2018, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor Management Cooperation Initiative (“Fund”) for each employee covered by this Agreement as follows:

(b) For each hour or portion thereof, for which an employee receives pay, The Employee shall make a contribution of ten ( \$.10 ) cents per hour to the Fund.

(c) 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.

(d) 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, Journeypersons, apprentices, helpers, trainees, and probationary employees.

(e) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

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

3. All contributions shall be made at such time and in such manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

4. If an Employer fails to make contributions to the Fund within Twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any “no-strike” clause, which may be provided or set forth elsewhere in this Agreement.

## **Article XIV** **Grievance Procedure**

1. The parties shall establish and maintain a Joint Grievance Committee composed of Six (6) members, Three (3) appointed by the Union and Three (3) appointed by the Employers. Four (4) members, Two (2) appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees shall have equal voting strength with respect to such vote. Members of the Joint Grievance Committee shall choose a chairman and secretary, to serve such terms as may be agreed upon by the Board,

provided that One (1) such officer shall be a Union appointee and One (1) an Employer appointee.

2. The Joint Grievance Committee 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; 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 Committee in the performance of its duties.

3. No proceedings hereunder, based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the Employer and the Union in writing within Seven (7) calendar days after the alleged violation was committed.

4. The time constraints noted herein except for Section 3 above may be waived by mutual agreement between the parties.

5. The Joint Grievance Committee shall meet regularly at least Quarterly, but the Chairman or Secretary may call special meetings when a prompt hearing and decision is required in any given dispute.

6. No Union representative shall sit as a Committee member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Committee 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 Committee shall be final and binding.

8. The Committee 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.

9. Finances of the Joint Grievance Committee shall be derived from fees, assessments, fines, levies, other than actual damages, which may be imposed by the Committee, as well as from the payment by each Employer party to this Agreement of \$.0 per hour for each hour worked by each member starting on the first day of employment; following the guidelines set forth in the LMCI section.

10. If the Joint Grievance Committee deadlocks or otherwise fails to decide any grievance or dispute, either party may, within Thirty (30) days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Committee, with copy served on the opposing party. On receipt of such notice, the Joint Grievance Committee shall choose an arbitrator. If the Committee 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 Committee 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.

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

12. There shall be no strike or lockout on any job over any grievance or dispute while it is being exhausted. 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 fringe benefits, or to meet the schedule of hours, 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. When the Union removes employees from the job pursuant to this Section, the individual Employer involved shall pay all employees so removed an amount equivalent to One (1) day's pay at the employee's regular straight time rate, for the inconvenience and time-loss occasioned by their conduct. 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.

13. Notwithstanding Section 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.

14. The remedies and sanctions specified in Sections 11. and 12. Are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

15. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.

## **Article XV**

### **Geographical Jurisdiction and Travel**

The Jurisdictional boundaries of this Local Union as granted by the International Union of Painters and Allied Trades are basically: From Oakley, Michigan on a direct southerly line to the juncture of Livingston and Ingham Counties; then East on a direct line to a northerly line coinciding with the East City Limits of Howell; then directly south alongside the Eastern City Limits of Howell; (Ann Arbor Railroad); to the Livingston-Washtenaw County Lines; then on a direct westerly line along the Washtenaw-Livingston and Ingham-Jackson County Lines to a point directly North of Springport; then at a 40 degree angle to the juncture of M-79 and a direct line with M-66; then directly north to the Montcalm County Line; then directly East to the start of Oakley. Municipalities included in this jurisdiction include: Oakley; Elsie; Ovid; Laingsburg; Perry; Webberville; Fowlerville; Howell; Pinckney; Stockbridge; Leslie; Eaton Rapids; Charlotte; Vermontville; Potterville; Sunfield; Eagle; Mulliken; Portland; Lyons; Muir; Pewamo; Hubbardston; Maple Rapids; St. Johns; Grand Ledge; Lansing; Mason; Dansville; Holt and any others.

1. All signatories agree to abide by the 50/50 clause as contained herein.

2. The Employer shall provide transportation to and from all out-of-area jobs or reimbursement at the rate of Thirty-One (31) cents per mile or the Federal Standard; whichever is greater.

3. Travel time to jobs outside the jurisdiction of this Local Union shall be paid at the “Base Rate” and shall not exceed Eight (8) hours in any Twenty-Four (24) hour period.

4. The Employer has the right to require daily travel or to provide daily room and board to jobs outside the jurisdiction of this Local Union.

5. Travel and work time shall be coupled so that no employee shall be required to work a full day and then travel over and above a normal workday.

6. When the Employer requires employee members of this Local Union to remain out of the jurisdiction of this Local Union, the Employer shall provide adequate and reasonable daily room. Board to be reimbursed for upon receipts not to exceed thirty (\$30.00.) dollars per day. Receipts must be provided prior to reimbursement.

7. An Employee shall not be required to provide room payment with later reimbursement by the Employer.

8. The Employer shall not be required to pay travel or mileage to any job within the jurisdiction of this Local Union.

9. If any employee lives between the city limits and a job outside the Local Unions jurisdiction the Employer is obligated to pay only the mileage and travel time from the employees home to the job, provided the employee is not required to report to the Employers shop before reporting to the job site, if so required the employee shall be paid as provided in Section 2. and Section 3.

## **Article XVI**

### **Assignment of Bargaining Rights by Employer(s) to another Association**

Notwithstanding the language, terms or context of any provision set forth in this Collective Bargaining Agreement, the parties agree that, if a majority of signatory Employers to this Agreement or any number of contractors who collectively perform a majority of the work within the Union’s jurisdiction (measured by dollar volume or work hours), during the term of this Agreement, join the Finishing Contractors Association (“FCA”), then, in such event, all references to the Lansing Area Chapter of Painting and Decorating Contractors of America (“PDCA”) set forth in this Agreement shall, automatically, be changed to read “Finishing Contractors Association (“FCA”). In the event this provision becomes operative, the parties further agree that the documents governing any and all committees, trust funds or other entities referenced in this Agreement shall be similarly modified so as to substitute “FCA” for “PDCA.”

## Article XVII Wages

Changes, if any, to the wage and/or benefit contribution rates, begin with the first work day of the first full payroll week in a month following a written notice of no less than 14 days to the Employers and the Association by the Fund Administrator or the Union.

Effective the first full pay period on or after May 10, 2018, the Journeyman total Wage/Fringe package will be increased by one dollar and twenty-five cents (\$1.25), sixty-five cents (\$.65) of which will go to the Pension Fund and twenty-five (\$.25) will go to Health & Welfare fund.

Effective the first full pay period on or after May 10, 2019, the Journeyman total Wage/Fringe package will be increased by one dollar (\$1.00), sixty-five cents (\$.65) of which will go to the Pension Fund and twenty-five (\$.25) will go to Health & Welfare Fund.

Effective the first full pay period on or after May 10, 2020, the Journeyman total Wage/Fringe package will be increased by one dollar (\$1.00), twenty-five cents (\$.25) of which will go to the Health & Welfare Fund.

Effective the first full pay period on or after May 10, 2021, the Journeyman total Wage/Fringe package will be increased by one dollar (\$1.00), twenty-five cents (\$.25) of which will go to the Health & Welfare Fund.

Effective on the first full pay period on or after	May 10, 2018	May 10, 2019	May 10, 2020	May 10, 2021
Residential	17.89	Remaining \$ .10 to be Allocated	Remaining \$ .75 to be allocated	Remaining \$ .75 to be allocated
Total Package	\$31.63	\$32.63	\$33.63	\$34.63
Commercial and Light Industrial	\$23.35	Remaining \$ .10 to be Allocated	Remaining \$ .75 to be allocated	Remaining \$ .75 to be allocated
Total Package	\$37.09	\$38.09	\$39.09	\$40.09
Heavy Industrial	\$25.49	Remaining \$ .10 to be Allocated	Remaining \$ .75 to be allocated	Remaining \$ .75 to be allocated
Total Package	\$39.23	\$40.23	\$41.23	\$42.23
Premiums / Heavy Industrial	\$1.00	\$1.00	\$1.00	\$1.00

Premium is paid per hour over the Base Rate for all work classified as Heavy Industrial for the types of work listed: Spray, Blow-Off, Blast (all blasting including Water Blasting), Lead, All Epoxy, and High Rate.

Heavy Industrial is defined as Auto Assembly Plants, Paper Mills, Power Plants and Foundries. ***Power Plants over 100 megawatts are considered Heavy Industrial as of January 1, 2011.***

Light Industrial is defined as all Industrial not considered Heavy Industrial.

Night Shift Differential = \$1.10 per hour over the Base Rate for all classifications of work.

After Six (6) men are on the job, One (1) may be designated Foreperson or Chargeperson (Supervisor) and shall receive One dollar (\$1.00) above the highest rate of pay for that job.

### **Benefit Package contributions per hour**

#### **Contributed by Employer:**

Pension	\$7.05 per hour
H & W	\$6.35 per hour
Apprenticeship	\$ .34 per hour
CIAP	\$ .10 per hour

#### **Deductions from Employees:**

Admin Ck/Off Dues	<b>3.5%</b> of Base Wages plus \$8.00 per week
L.M.C.I.	\$ .10 per hour
Apprenticeship	\$ .07 per hour
FTI	\$ .05 per hour

Employers shall contribute cents per hour as shown on the Remittance report for each hour worked.

Saturdays are paid for at One and One half times (1½x) the rate. Sundays and Holidays are paid for at Two times (2x) the rate.

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

Upon receipt of a written request from a contractor signatory to this agreement, the terms and provisions of the Collective Bargaining Agreement may be modified by the Business Manager/Secretary Treasurer of the District Council based upon a written recommendation by the Local Business Representative.

The Contractors' request will be submitted on a form approved by the parties which requires certain information relating to the project, the relief requested, the relief granted, the date of the submission, and the approval date. The relief requested may include a 10% reduction in the total wage package only as well as other considerations.

If the union fails to respond to the request within twenty four (24) hours, the request is automatically approved and the contractor may proceed utilizing the requested conditions.

Should the request be denied, the Union will provide the reason (s) for denial on the form and return a copy to the contractor. The contractor may appeal the Unions decision to the International Unions' contract administrator within seventy-two (72) hours receipt of the Local's decision.

## **Article XVIII** **Labor Management Fund**

The Labor Management Fund will be a jointly administered Trust Fund, which meets the requirements of the Taft-Hartley Act, and the Fund Trustees will select a third party Administrator to receive and disperse all monies on behalf of the Trustees of the Fund. The Trustees of the Fund will establish bylaws, intended purpose and allocations of the Fund. The standards for this fund will be governed by the Trust Fund bylaws.



## Article XIX

# Construction Industry Advancement Program

Each Employer signatory to this agreement agrees to pay into the Construction Industry Advancement Program Trust Fund (CIAP) \$.10 for each hour worked by all employees covered by this Agreement an amount as specified in Article XVII of the Wage Schedule in this Agreement.

Each Employer signatory to this Agreement shall pay to the Construction Industry Advancement Program Trust Fund (CIAP) cents per hour as shown on the Remittance report for each hour worked by the Employer to their employees within the bargaining unit. Payment shall be made with such instructions and on such forms as are furnished by the Trustees. Delinquent contributions shall be subject to such penalties or assessments as the Trustees may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-union activity.

The Trustees of said program shall comply with all present and future Federal Laws Governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way whatever with the Construction Industry Advancement Program.

Payments shall be mailed directly to:  
AGC/Painters CIAP  
2323 N. Larch,  
Lansing, MI 48906

## Article XX Duration Clause

1.. This Agreement shall be in full force and effect from May 10, 2018, to and including May 9, 2022 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) days and not more than Ninety (90) days prior to May 09, 2022, or May 10 of any subsequent contract year. 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 May 9, 2022, or May 9 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.

2. During the life of this agreement, the Union agrees that they will not, through any means, seek to change this 8f agreement to a 9a agreement. In consideration, the Association agrees to negotiate a successor collective bargaining agreement with the Union upon expiration of this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, this \_\_\_\_ day of\_\_\_\_, to be effective as of May 10, 2018, except as to those provisions where it has been otherwise agreed between the parties.

(Signatures)

**UNION:**

**EMPLOYER(S):**

Date

\_\_\_\_\_  
Fred Frederickson,  
(Local 845 Business Representative)

Date

\_\_\_\_\_  
Scott D. Fisher,  
MMUPATCA

Date

\_\_\_\_\_  
Robert Gonzalez, (DC-1M Business Manager)

**IUPAT District Council 1M, Local 845 Painters Union**  
**Lansing, Michigan**

We the undersigned have read and hereby agree to be bound by all the terms and conditions set forth in the foregoing labor Agreement.

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Company Name

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Address

---

City

State

Zip Code

---

Telephone Number

---

Federal ID#

---

Workers Compensation Carrier Name

Policy #

---

Signature

Date

---

Name

Title

---

IUPAT District Council 1M, Local 845 Representative

Date

---

Name

Title