



ARTICLES OF AGREEMENT

BY AND BETWEEN

PAINTING AND DECORATING CONTRACTORS

AND

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

AFL-CIO

DISTRICT COUNCIL #1M

LOCAL UNIONS #1052

AFFILIATED WITH

PAINTERS JOINT TRADE BOARD

AMERICAN FEDERATION OF LABOR, AFL-CIO

AND THE

MICHIGAN STATE BUILDING TRADES COUNCIL AND ITS AFFILIATE COUNCILS

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This Agreement is made and entered into this _____ day of _____ by and between the Painting Contractors within the 1052 area, hereinafter referred to as the Employer, and District Council 1M, Local Union # 1052 affiliated with the International Union of Painters and Allied Trades, AFL-CIO, (IUPAT), hereinafter referred to as the “Union.”

ARTICLE I Recognition

The Employer hereby recognizes IUPAT District Council 1M (“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(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.

Section 1. Within the meaning of this provision, the work of the “Painter” (Commercial and Industrial) 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, fiberglassing, 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 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 and 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 injections 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, skim coating, 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 application will be performed by the painter.

Section 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, vinyl’s, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished 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.

Section 3. **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 on construction site; (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 on construction site; (3) tools, material, and equipment, as used herein, shall include, but not limited to, brushes, rollers, spray painting equipment, coating 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.

Section 4. **Related Work:** Members of this District Council 1M shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any types of debris caused by or during the preparation and/or application of any work described in this Section.

Section 5. Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials: The jurisdiction of District Council 1M 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 collective bargaining agreement to which District Council 1M or any of its subordinate bodies is a party.

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.

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.

Geographic Jurisdiction: IUPAT District Council 1M, Local Union 1052 jurisdiction includes Genesee County, Shiawassee County to the east side of M-52, Lapper County St. Clair, Sanilac, Tuscola, and Huron.

Union: For all purpose of this Agreement “International Union of Painters and Allied Trades, Local Union 1052”, chartered the _____ the day of _____, 19_____, by the International Union of Painters and Allied Trades, headquartered in Washington, D.C. and affiliated with the AFL-CIO.

Contractors: Those “Employers” who have agreed with the Union in the scope and text of this agreement.

Agreement: The signed, negotiated document between the Contractors and/or the Painting and Decorating Contractors and the Union containing terms of employment and conditions therefore as enumerated herein.

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”.

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

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 excluding employees employed in hazardous areas, such as moving traffic.

ARTICLE III Out-of-Area Jurisdiction

The geographic jurisdiction of the Union party, Local Union 1052, to this Agreement is: Genesee County, Shiawassee County to the east side of M-52, Lapeer County St. Clair, Sanilac, Tuscola, and Huron.

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 day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the latter. The parties agree that the Union Security Clause will not be enforced by either Party until it is determined by repeal, vote of the General Public or a Court of competent jurisdiction. The Union will hold harmless and indemnify the company due to any loss suffered due to the company's enforcement of this Article IV and Article V.

The Employer shall first call upon the Union to refer competent workers to the Employer on a nondiscriminatory basis. The Union shall be given equal opportunity with other sources to provide suitable applicant. It is expressly understood and agreed that the Employer shall have complete freedom of selectivity in hiring provided there is no discrimination against an applicant

Section 1. (a) It is understood that the Employer desiring to employ workers shall call the Union for such workers as they may need and the Union agrees that on being given reasonable advance notice that it will furnish such workers without discrimination as long as they are available.

(b) However, if the Union cannot supply sufficient journeyman or apprentices to meet the need of any Employer, the Employer, after exhausting normal Union procedures to procure workers, shall have the prerogative to hire any worker the Employer so desires, provided that said Employer shall not be exempt from paying at least first year Apprentice scale and all fringe benefits thereon. (Prevailing Wage jobs must pay journeyman scale except for DOL/BAT certified apprentices.)

(c) All such Employees hired under subparagraph (b) above shall be included on the Employer's monthly Respective Local Union's Remittance Administration Fund Report and District Council 1M monthly remittance report.

Section 2. It is further mutually understood and agreed that as a condition of employment all Employees who are members of the Union at the time of the signing of the Agreement or at the time they are employed shall remain members in good standing (by paying current dues and assessments equally attributable to all members) for the term of the contract.

Section 3. Workers hired under Section 3 above shall become Union members following a period of seven (7) days of cumulative time with an Employer, by paying the Administrative Processing Fee of Five Hundred Dollars (\$500.00), which includes 6 months District Council dues and be eligible to initiate into the Local Union.

Section 4. In the event that a worker fails to render the current processing fee or that a member of the Union fails to maintain membership in accordance with the provisions previously mentioned, the Employer shall upon a written notification by the Union discharge said worker, within forty-eight (48) hours (Saturday, Sunday and Holidays included), the failure of any employee to maintain his Union membership in good standing shall obligate the Employer to discharge such employee. Each employee shall retain membership in the Union to the extent authorized by Section 8 (a) 3 of the National Labor Relations Act as amended.

Section 5. It is further agreed that the Employer may make such deductions from the Employee's weekly pay as necessary to keep same in good standing upon written notification of such indebtedness by the District Council in compliance with any voluntary assignment or waiver signed by the Employee to the District Council and/or Employer covering such indebtedness.

Section 6. **Restrictions**

The employers agree that:

- A. Employers shall not be allowed to enter into "piece work" agreements. This includes, but is not limited to the practice of hanging wall covering at unit prices.
- B. Employees shall not be held financially responsible for tools and equipment issued to them.

Section 7. **Employee Tools**

The union agrees that employees shall be required to furnish a duster, putty knife, hammer, screwdriver and clean white overalls, also an adjustable wrench and channel locks during the course of this employment (painters).

ARTICLE V

Dues and Administrative Fees Check-off Provision

(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 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 15th 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 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/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).

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, participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of the lack of work or for other legitimate reasons; require employees to observe the Employer’s and/or contracting entities’ rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; to require the observance of applicable government regulations and safety standards; to maintain reasonable standards of production and quality of work; and, to 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 which an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use 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 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 Top Workplace Performance

Provided it does not conflict with any federal, state or provincial law, District Councils and Local Unions shall include in each of their collective bargaining agreements the following clause. The clause should be added in the collective bargaining agreement under hiring procedures or hiring hall clause. This clause shall be enforced in accordance with the Top Workplace Performance Plan as outlined by the International Union as amended from time to time and it shall read as follows:

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two 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 as “for 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 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 X 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 XI 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, 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 lock-out of its employees during the term of this agreement, or any extensions thereof.

ARTICLE XII Dispute Resolution

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 shall 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 shall be 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 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 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 Section 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.

ARTICLE XIII

Apprentices

Whereas, in order to encourage the use and help defray the cost of training of Apprentices, the Employer shall pay not less than \$.40 per hour to the Finishing Trades Institute of the Great Lakes and the International Apprenticeship Fund. These payments shall be listed on the Employer's monthly remittance form.

The Finishing Trades of the Great Lakes has no authority to deviate from these articles with respect to Apprentices and their Employers:

Section 1. Hiring of Apprentices. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Finishing Trades Institute of the Great Lakes of the respective Local Union under this Agreement. 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 that is not designated as a “apprentice” under this provision, shall be paid at the journeyman rate set forth in this agreement.

Section 2. All Apprentices must be indentured to the Finishing Trades Institute of the Great Lakes and no Apprentice shall be permitted to transfer from one Employer to another Employer without the approval of the Finishing Trades Institute of the Great Lakes and no Employer shall hire or transfer an Apprentice without the approval of the Finishing Trades Institute of the Great Lakes.

Section 3. Apprentices shall be regulated in accordance with the regulations as issued by the Federal Committee on Regulations of Apprentices. Training of Apprentices shall

comply with the programs and schedules as prescribed in the Government Apprenticeship Standards.

Section 4. It is mandatory for each Employer of three (3) or more Employees to employ at least one (1) Apprentice and to hire additional Apprentices in the proper ratio to the total number of Employees in the shop.

Section 5. No new Apprentices shall be indentured while there are apprentices who are unemployed.

Section 6. Every consideration shall be given the Apprentice in case of a slack period such as rotation of the working hours so that the Apprentice may receive a just share of the work, but there shall be no more than one Apprentice to three Journeyman employed at by any shop at any time.

Section 7. Apprentices while working on a job shall be under the supervision of a journeyman at all times and shall not be allowed to work without a journeyman present.

Section 8. Ratio of Apprentices to Journeymen.

Each Employer shall employ and train apprentices in the following ratio to journeyman workers employed by the Employer:

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

The number of Apprentices and their names shall be recorded and sent in by the Employer with its Monthly Administration Remittance return.

WAGES FOR APPRENTICES

Level 1	50%	Min. hours 0
Level 2	60%	Min. hours 1500
Level 3	75%	Min. hours 3000
Level 4	90%	Min. hours 4500
Journey worker		Min. hours 6000

Pre-Apprentices shall be paid fifty percent (50%) of the Journeyman's base rate for a period not to exceed (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 Union for a period not to exceed (3) months. Each Employer may hire one (1) Pre-Apprentice or (1) Apprentice for every three (3) Journey Persons employed by the employer. Employer may have (1) Apprentice or (1) Pre Apprentice on

jobsites with two or less journeypersons .Only 1052 Pre-Apprentices can work in the jurisdiction of District Council 1M Local Union 1052.

Section 9. Violation of this Article by an Employer or Apprentice shall subject the violator to such appropriate discipline as may be imposed by the Finishing Trades institute of the Great Lakes in its discretion.

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.

ARTICLE XIV Payment of Wages

Section 1. Employees shall be paid weekly on a day designated by the Employer. Checks shall be distributed on the jobsite no later than the close of the regular work day. Alternately, paychecks may 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 5 business 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 pay day. 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 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.

Section 6. All Out-of-Area Employers and Employees shall contact the Business Representative of IUPAT District Council 1M, whom are not signatory to District Council 1M, prior to commencing any work in the District Council 1M jurisdiction. Failure to do so shall result in the employer and Employee being levied a fine not in excess of Five Hundred Dollars (\$500.00).

See Local Union Specific Addendum "A" to this Agreement for Wages and fringe Benefit Rates

ARTICLE XV

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 Company, it may not be changed without the consent of the Union.

Section 2. Eight Hours shall constitute a day's work to be performed between 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m. This shall consist of eight (8) working hours with a one-half hour (½) unpaid lunch period at approximately the mid-point 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, Monday through Friday.

Section 3. In the discretion of the Employer, and with notification of the Local Union Business Representative on said job, 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, Monday through Friday.

Section 4. At the discretion of the Employer and employee and notification of the Business Representative, a voluntary make-up day may be scheduled for work missed due to holidays or inclement weather. The make-up day may be paid at the regular hourly rate of pay, unless work is performed on Saturday or Sunday or unless the work missed was scheduled to be performed on overtime. The Employer shall notify the Union prior to utilizing this option.

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 (1½) times the regular rate.

Section 7. For any shift which starts prior to 6:00 a.m. or after 12:00 p.m. (noon), the Employer shall pay all employees a shift differential of \$1.00/Industrial per hour above the applicable wage scale. Any work shift starting after established 3rd shift, the Employer shall pay all employees a shift differential of \$1.25/Industrial 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 double the regular rate.

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

ARTICLE XVI 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 ten (10) minute break shall be allowed at the approximate mid-point of the pre and post lunch work time on each shift. A non-organized fifteen (15) minute break shall be allowed at the approximate mid-point of the pre and post lunch work time on each shift for all sprayman and blastman. 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 Twenty (20) minutes shall be added to the lunch period. While the regular one-half (½) hour lunch period is unpaid time, these additional Twenty (20) minutes shall be paid time. The above system, in lieu of break, may only be implemented 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 mid-point 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. (Longer shifts, break shall be given at 2 hour intervals).

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 is after cleaning and placing materials and equipment where they properly belong.

ARTICLE XVII Holidays

The following days shall be recognized as unpaid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. All work performed on these recognized holidays shall be paid for at double the regular rate. No work shall be performed on Labor Day except in case of emergency, to protect lives or property, and then only after permission has been requested and granted by the Union or its representative. 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.

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 XVIII 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. Weather permitting*.

*Where work can not be performed on a jobsite due to inclement weather, the Employer shall establish a notification system that alerts the Employees in a reasonable time before the start of the shift.

(c) Disputes with this section by either party may be referred to the Joint Trade Board when all other means have been exhausted.

ARTICLE XIX Travel Pay

Section 1. A (50) fifty mile radius of the employers office or shop whichever is closer to the job site is established as a free zone where no travel allowance will be paid.

a). When employee provides own transportation:

From 50-75 miles: employee and up to one passenger will be paid \$20.00 per day per person. Every 25 miles additional: employee and up to one passenger will be paid at \$20.00 additional per day per person or:

The employer has the option to pay the IRS rate of mileage when employees are carpooling with 3 or more employees. The driver will be paid the current IRS rate per both ways.

Travel pay is based on arriving on the job and leaving the job at scheduled starting and quitting times.

b). After 100 miles one way commute and more than one days work, employee has option of driving or staying out of town and being compensated per item a or c.

c). When staying out of town contractor agrees to provide clean lodging and \$30.00 per day food allowance and be paid the hourly rate for the commute one way per week, with no additional mileage compensation. Whenever possible the men will be allowed to work four (4) ten (10) hour days so as to be able to return home on Thursday night, at the employer's discretion. Travel allowance will be paid on a separate check weekly.

(d). When an employee lives within a reasonable distance from the jobsite the lesser of the distance shall used.

Section 2. Employees transferred from one job to another during the working day shall not suffer any loss in pay for such transfer. Employees shall not be required to transport equipment and/or materials to and from the job.

ARTICLE XX Job Stewards

Working 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 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 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 which 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 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 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. 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 jobsite and must immediately report all problems to the Business Manager or Business Agent.

ARTICLE XXI 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.

Section 4. The Employer agrees to furnish the Business Representative of the Union, upon verbal request, 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.

ARTICLE XXII 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 as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

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

may be available to the Union and/or the Joint Trust Funds.

ARTICLE XXIII 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 that will perform such work is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT or other union contractors.

Section 2. In the event that the Employer shall contract out, subcontract or outsource any bargaining unit work, whether or not jobsite 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 fourteen (14) 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 jobsite 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 jobsite 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 jobsite (or other) work pursuant to that contract.

ARTICLE XXIV 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, 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 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.

- A. A complete first aid kit is to be furnished on all projects.
- B. If materials injurious to health are used the employee shall be adequately protected with approved equipment.
- C. Fresh air masks and vapor proof lighting are minimum requirements for employees spraying or sandblasting inside tanks.
- D. Employees applying epoxy-type coatings shall be protected with air hoods, respirators and gloves.
- E. Spray men shall be furnished with respirators, and/or air hoods, gloves and cleansing cream for cleaning hands and face (where required by OSHA/MIOSHA).
- F. Employees requiring first aid or medical treatment during working hours for job incurred injuries shall not suffer loss of pay on the day of the occurrence. However, this provision shall not be abused. Employees injured on the job will be required to report their injury immediately to their foreman. It is also their responsibility to report said injury to their employer's office within 24 hours.
- G. A swing stage shall be manned by two (2) employees.

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 Joint Trade Board; 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 all accidents and all incidents involving OSHA, MIOSHA and/or MSHA reportable injuries to workers, to the Union.

Article XXV
Journeyperson Upgrade Training

Section 1. A program shall be offered by Finishing Trades Institute of DC1M. Apprenticeship Program for advanced or upgraded journeyperson training for all journeypersons working under this Agreement. Journeypersons shall be required to take such courses in accordance with the following rules: OSHA 10 and 30 hour Safety Awareness, Scaffold User, Erector and Dismantler, Confined Sapce Entry, Must Be Safe Safety Modules, Lead Abatement Worker, Asbestos/Lead Refresher, Fall Protection and Respiratory Protection.

Section 2. 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.

ARTICLE XXVI
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. 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 3. Bonding It is further agreed that all new employers shall post with the Joint Trade Board a Performance Bond/Certified Check in an amount of, not less than, five thousand dollars (\$5000.00) to ensure compliance with the fringe benefit agreements as set forth in this article before starting any work within the geographical jurisdiction covered by this agreement. The bond will be refunded upon completion of the employers contributions, providing all financial commitments as set forth in this agreement have been settled. It is further agreed that after a period of one (1) year of continuous

timely contributions the Cash Bond/Certified Check will be returned. However, this bond requirement may be invoked again if any Employer becomes delinquent in fringe benefit payments for a period of over thirty (30) days. No variance from this section will be allowed without expressed consent of the Joint Trade Board. The Joint Trade Board will be advised of all new and outside contractors working in the geographical jurisdiction of District Council 1M.

The contractor representative or chairman of the Joint Trade Board will be notified by letter or fax in the event a new contractor is becoming signatory to the contract or signing a memorandum of understanding to perform work in the geographical area of District Council 1M.

Section 4. 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.

ARTICLE XXVII

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), in 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 only occur during the bid process (not after the work has been awarded) and shall be offered to all bidders signatory with the IUPAT.

Equal Treatment

If the union shall furnish employees to any Employer within the geographical jurisdiction of this Agreement upon any more favorable terms or conditions than those contained herein, the Union agrees that the more favorable terms and conditions shall automatically be extended to all Employers covered by this agreement.

ARTICLE XXVIII

IUPAT 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 XXIX Supremacy Clause

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, that undermines this agreement or results in a reduction of the wage and fringe package and premiums. Any such Agreement shall be null and void.

To protect both the employer and employee, all agreements should include a Union Representative notification.

ARTICLE XXX 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 of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands

notwithstanding any provision in this Agreement to the contrary.

**ADDENDUM “1052A”
LOCAL UNION 1052 SPECIFIC
ARTICLE XIII
Journey person Wages
Schedule of Employer Payments for
Journey persons under this Agreement
Wages are effective June 1, 2018**

The regular journey person rate (total package) as of the effective date of this Agreement shall be paid as follows:

1. For Painters:

Eff. Date	Hourly Rate	H&W	IUPAT Industry Pension	FTIDC26	FTI International	Local 1052 Pension Fund	IUPAT LMCI	Total Package
June 1, 2018	\$24.40	\$6.35	\$1.05	\$.40	\$.10	\$5.35	\$.10	\$37.75
May 1, 2019	\$24.95	\$6.60	\$1.05	\$.40	\$.10	\$5.60	\$.10	\$38.80
May 1, 2020	\$25.50	\$6.85	\$1.05	\$.40	\$.10	\$5.85	\$.10	\$39.85
May 1, 2021	\$26.05	\$7.10	\$1.05	\$.40	\$.10	\$6.10	\$.10	\$40.90

Foreman’s rate shall be negotiable between the Employer and the employee if the crew consists of four or less (including Chargemen). On jobs where the crew consists of five people or more the foremen’s rate shall be at one dollar (\$1.00) per hour above the highest rate paid on the crew.

2. For Industrial Work (see Industrial definition on next page)

Eff. Date	Hourly Rate	H&W	IUPAT Industry Pension	FTIDC26	FTI International	Local Pension Fund	IUPAT LMCI	Total Package
June 1, 2018	\$25.75	\$6.35	\$1.05	\$.40	\$.10	\$5.35	\$.10	\$39.10
May 1, 2019	\$26.30	\$6.60	\$1.05	\$.40	\$.10	\$5.60	\$.10	\$40.15
May 1, 2020	\$26.85	\$6.85	\$1.05	\$.40	\$.10	\$5.85	\$.10	\$41.20
May 1, 2021	\$27.40	\$7.10	\$1.05	\$.40	\$.10	\$6.10	\$.10	\$42.25

Heavy Industrial defined: Auto Assembly Plants, Paper Mills, Power Plants, Chemical Plants,

Refineries and Foundries, water towers, tanks, Industrial Spray, Blowing Off, Pulling Picks, Epoxy Coatings, Sand Blasting, Water blasting over 7500#, High Risk Nature, (**Note:** All work over a falling height of thirty feet shall be paid thirty cents (\$.30) above the base rate and there shall an additional ten cents (\$.10) premium paid for each additional fifteen feet in height), Tanks (interior enclosed),

ALL WAGE RATES, FRINGE BENEFITS RATES AND DEDUCTIONS PER HOUR ARE BASED ON ALL HOURS WORKED.

Payroll Deductions

Vacation Savings ----- \$.60/hr.

Administrative Dues Check off---3.5% of Gross Wages

Amounts Paid for Vacation Savings, and Administrative Dues Check off shall be deducted from Employees' wages.

*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 journey person 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.

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: \$1.05 to the Pension Fund; \$.10 to the FTI; and \$.10 to the LMCI. (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need only be made for 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 IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such 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 afore-said 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 afore-said 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.

Contributions to District Council

COLLECTIVE BARGAINING CLAUSE FOR PARTICIPATION IN THE MICHIGAN STATE PAINTERS INSURANCE FUND AND PAINTERS UNION LOCAL NO. 1052 PENSION TRUST FUND

(a) The employer agrees to be bound by and to the Agreements and Declarations of Trust of the Michigan State Painters Insurance Fund (hereinafter "Insurance Fund"), as amended, as though he, she or it had actually signed the same, such Agreements and Declarations of Trust hereby incorporated herein as if set forth in full length and detail. The employer irrevocably designates on the Board of Trustees of the Insurance 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 all required contributions under this agreement to the administrative offices of the Insurance Fund, located at Dept. 77823, P.O. Box 77000, Detroit, Mi. 48277 or at such other address as the Trustees shall advise, no later than the fifteenth (15) day of the month immediately following the month in which work was performed requiring such contributions, and to pay twenty (20) percent of late payments if the envelopes in which such payments are mailed are postmarked later than the first day of the second month immediately following the month in which work was performed requiring such contributions.
2. The employer agrees to keep books and records, using generally accepted accounting procedures, reflecting the payment of wages, fringe benefit contributions, and any amount paid to subcontractors, as well as the number of hours worked by employees adequate to permit the Trustees of the Insurance Fund to determine the accuracy of the employer's contributions to the Insurance Fund, and agrees to preserve such records for not less than six (6) years.
3. The employer agrees to promptly furnish to the Trustees or their designated

agent, on demand, any and all subcontract and payroll records of the employer for the purpose of verifying the accuracy of contributions made to the Insurance Fund, including but not limited to the following with respect to each employee of the Employer:

- 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 (designated by type of work performed), rate of pay, gross pay, F.I.C.A. deductions, withholding tax deductions, other deductions, check numbers and net pay.
- B) Payroll journals (registers) for each year.
- C) All workers' compensation forms and reports.
- D) All time or clock cards.
- E) Copies of W-2 forms filed for each employee, regardless of craft or occupation.
- F) Copies of W-4 forms filed for each employee, regardless of craft or occupation.
- G) Copies of W-3 forms filed for each year.
- H) Copies of 941 forms filed for each year.
- I) Copies of 940 forms filed for each year.
- J) Copies of 1099 forms filed for each year.
- K) Copies of M.E.S.A. forms filed for each year.
- L) Contribution reports for each month and cancelled checks supporting payment of same.

The cost of any payroll audit shall be paid by the employer if the audit discloses additional contributions due to the Insurance Fund. The employer shall also pay liquidated damages of twenty (20) percent of all contributions disclosed in the audit as owing to the Insurance 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 a participating employer, direct or indirect, or who is a salaried employee, shall be treated for the purpose of fringe benefit contributions to the Insurance 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 160 hours per month, regardless of whether the hours are worked in the bargaining unit.
5. It is expressly understood that nothing contained in this collective bargaining agreement shall deny the Trustees of the Insurance Fund the right to pursue whatever legal remedies are available to them to collect delinquent contributions or otherwise enforce the employer's obligations to the Insurance Fund. Any actions by the Trustees to enforce the employer's obligations to this Insurance Fund shall be expressly excepted from any grievance or arbitration procedure or any "no strike" clause which may be set forth elsewhere in the collective bargaining agreement. In the event the Trustees resort to legal collection charges owing, obtain an audit or otherwise enforce the employer's obligations to the Insurance Fund, the employer agrees to pay all expenses incurred by the Insurance

Fund, including actual auditor, expert witness or attorney fees, filing fees, and deposition costs.

6. The union may engage in a strike against the employer who has failed to fulfill any of its obligations to the Insurance Fund, and such strike action shall not be violation of any provision of this agreement and shall be expressly excepted from the provision and requirements of the grievance procedures provided for in this agreement.

(b) Painters Local Union #1052 Pension Fund. The Employer agrees to contribute to the Painters and Allied Trades Local 1052 Pension Trust Fund (hereinafter "Local 1052 Pension Fund") at the rate five dollars and thirty five cents (\$5.35) per hour worked, or portion thereof, for each hour of work covered by this Agreement, under the terms and conditions established by the Local Union #1052 Pension Fund and contained below.

(c) The Employer agrees to be bound by and to the Agreements and Declarations of Trust of the Insurance Fund and Local 1052 Pension Fund (collectively referred to as the "Funds"), as amended, as though he, she or it had actually signed the same. The Employer irrevocably designates on the Boards of Trustees of the Insurance Fund and Local Union #1052 Pension 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:

(d) The Employer agrees to deduct sixty cents (\$.60) per hour from the Employees' base wages and pay the amount deducted to the Employees' individual Vacation Savings accounts at EL-GA Credit Union. Said deductions shall be included and remitted on the Employer's monthly remittance report submitted to the Painters Administration Fund.

The Employer agrees to contribute the first \$.15 per hour to the Local 1052 Pension plan or Michigan State Painters Insurance fund if further funding is needed.

ARTICLE XXXI

Duration Clause

1. This Agreement shall be in full force and effect from June 01, 2018 to and including May 01, 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) and not more than ninety (90) days prior May 1st 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 May 01, 2022 or May 1st 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.

The parties hereby affirm this IUPAT Local 1052 Paint Agreement through their signatures below:

COMPANY NAME

Print Employer (Agent) Name

ADDRESS CITY ST. ZIP

Telephone Number Fax Number

Federal Employer Identification Number

EMPLOYER SIGNATURE Fred Frederickson-Servicing Director

Dated: _____ Dated: _____

Jacob Fluty- Business Representative

Dated: _____