

Collective Bargaining Agreement

By and Between

**International Union and Painters and
Allied Trades, District Council 91**

And

**The Evansville, IN Painting Contractors
“Area E”**

Effective 4/1/2024 through 3/31/2027

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____ by and between _____, and Finishing Contractors Association of Southern Indiana hereinafter referred to as Employer, and District Council 91, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I Recognition

The Employer hereby recognizes, acknowledges and agrees that IUPAT District Council 91 is the sole and exclusive representative for the purpose of collective bargaining, of all the employees of the Employer, whenever such employees may be employed, in the classifications of work covered by this Agreement, and similar or related classifications of work.

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", "wall covering applicator" and/or "drywall finisher" 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" 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 a qualified painter. This (Section e) shall not preclude the owner or contracting agency from performing quality assurance inspections where required.

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, 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.

Section 3. Within the meaning of this provision, the work of the "drywall finisher" will include, but not be limited to:

a. The preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all firestopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, and finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes.

b. The application of all stucco, exterior insulation finishing systems, and all plastering cement and all similar materials, including spray-on fireproofing.

Section 4. The Employer agrees to submit construction wage surveys when requested by the Union, on forms provided by the Union. These forms are to be completed and forwarded to the Union in a timely manner.

ARTICLE III
Jurisdiction

Section 1. This Agreement applies to all work within the geographic jurisdiction of the Union, which includes the following States and Counties:

Indiana

Painting & Drywall - Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, Decatur, DeKalb, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lagrange, Lake, La Porte, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Orange, Owen, Parke, Perry, Pike, Porter, Posey, Pulaski, Putnam, Randolph, Rush, St. Joseph, Scott, Shelby, Spencer, Starke, Steuben, Sullivan, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Well, White, and Whitley.

Kentucky

Painting & Drywall - Adair, Anderson, Barren, Breckinridge, Bullitt, Caldwell, Calloway, Carlisle, Carroll, Casey, Crittenden, Daviess, Edmonson, Fulton, Graves, Grayson, Green, Hancock, Hardin, Hart, Henderson, Henry, Hickman, Hopkins, Jefferson, Larue, Lincoln, Livingston, Lyon, McCracken, McLean, Marion, Marshall, Meade, Metcalfe, Nelson, Ohio, Oldham, Pulaski, Russell, Shelby, Spencer, Taylor, Todd, Trigg, Trimble, Union, Washington, and Webster.

Illinois

Painting - Edwards, Massac, Wabash, and White.

Drywall - Edwards, Massac, Wabash, and White.

Section 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; provided that the first employee on any such job or project may be selected by the Employer from any geographic jurisdiction.

Section 3. 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.

Section 4. The fifty percent (50%) manpower requirement referred to in Section 2 of this Article shall not apply when the Employer party to this Agreement is engaged in work within the geographical jurisdiction of District Council 91; however, the employees brought from the Employer's home Local Union area are still entitled to receive the more favorable wage package of the home Local Union or the affiliated Local Union, and the Employer must still abide by the work rules in effect in the area in which the work is being performed. Contractors' signatory to District Council 91, but not signed to the Area E Agreement, as a courtesy, must check in with the local Union Representative prior to the start date of any project within the geographical jurisdiction of Area E. Failure to do so may result in a grievance being filed by the Union to the Local Joint Trade Board.

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 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 (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

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

In those instances where this Article may not be validly applied because of such State law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring.

ARTICLE V
Dues and Administrative Fees Checkoff Provision

Section 1. Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any employee who has signed a voluntary dues deduction form, 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 bylaw provision.
- b. For each payroll period, the Employer will deduct from the wages of such employee(s) 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. The Employer will remit payment, by postmark, on or before the twenty-fifth (25th) day of each month 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.

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

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

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

ARTICLE VI
Function of Management

Section 1. Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

Section 2. The Employer and the Union recognize the necessity of promoting efficiency and agree that no local rules, customs, or practices shall be permitted that limit production or man power required to do the work, and that no limitations shall be placed on the amount of work that an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

ARTICLE VII
Efficiency of Operations

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

ARTICLE VIII
Drug-Free and Alcohol-Free Workplace

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

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

Section 3. All substance abuse programs, rules, or regulations shall be submitted to the Union by the Employer upon request.

Section 4. The Union and the Employers hereby agree that the Drug and Alcohol Testing Policy by and between the Southwestern Indiana Building Trades and Employers is incorporated by reference herein and made a part hereof this Agreement.

ARTICLE IX
No Strikes/No Lockouts

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

ARTICLE X
Dispute Resolution

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

Section 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 Local Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.

Section 3. The Local 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.

Section 4. All grievances and disputes shall be submitted to the Secretary of the Local Joint Trade Board in written form, with copies furnished to the opposing party and the Finishing Contractors Association of Southern Indiana and District Council No. 91, within thirty (30) days after the occurrence via certified mail.

Section 5. Within one (1) week after the filing of a grievance, or at such other time as the parties may mutually agree, a representative of the Union shall meet with a designated representative of the employer to attempt to resolve the grievance. If the grievance has not been resolved within one (1) week following such a meeting (or within two (2) weeks following the date of the grievance if no such meeting has occurred or been scheduled), then the Union may proceed to submit the matter to the Local Joint Trade Board in writing. The Local 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.

Section 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.

Section 7. Decisions, awards, or orders of the Local Joint Trade Board shall be final and binding.

Section 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 Local Joint Trade Board and the members of the Local 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 Local 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 Local Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.

Section 9. The Local Joint Trade 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.

Section 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.

Section 11. If the Local Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute within 60 days of the original notification receipt, unless an extension has been mutually agreed upon by said Board, 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 Local Joint Trade Board, with copy served on the opposing party. On receipt of such notice, the Local 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.

Section 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.

Section 13. There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been 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.

Section 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.

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

ARTICLE XI Referral Clause

Section 1. 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 agrees to notify the Business Representative when hiring anyone who is not a member of the Union.

Section 2. TOP WORKPLACE PERFORMANCE: The Employer and the Union agree that they both share in the responsibility to complete a job right the first time, on time and under budget. For these reasons, a Top Workplace Performance program has been jointly developed and contains the following referral procedures:

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

B. A termination shall not be considered as "for cause" for the 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 Joint Trade Board and/or an arbitrator shall be final and binding.

C. The Provisions in subsections (A) and (B) notwithstanding, the Local Joint Trade Board may upon request of the employee, vacate or reduce the period of suspension should the Local Joint Trade Board determine, following investigation in its sole and complete discretion, that equity requires such action.

ARTICLE XII
Apprentices

Section 1. Hiring of Apprentices. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, by the Finishing Trades Institute of District Council 91. Any person employed under this Agreement not designated an "apprentice" under this provision shall be paid at the journeyman rate set forth in this Agreement.

Section 2. 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.)

ARTICLE XIII
Journeyman Wages

This article will be the Schedule of wages and benefits based on the negotiations between the Employers of the industry in Area E and this District Council.

Indianapolis - AREA B shall be the following Counties in the State of Indiana: Bartholomew, Boone, Brown, Decatur, Hamilton, Hancock, Hendricks, Jackson, Jennings, Johnson, Lawrence, Marion, Martin, Monroe, Morgan, Orange and Shelby."

Lafayette - AREA C shall be the following Counties: Benton, Carroll, Cass, Clinton, Fountain, Montgomery, Tippecanoe, and Warren in the State of Indiana."

Louisville - AREA D shall be the following Counties: Clark, Crawford, Floyd, Harrison, Jefferson, Scott and Washington in the State of Indiana; and Adair, Anderson, Barren, Breckenridge, Bullitt, Carroll, Casey, Edmondson, Grayson, Green, Hardin, Hart, Henry, Jefferson, Larue, Lincoln, Marion, Meade, Metcalf, Nelson, Oldham, Pulaski, Russell, Shelby, Spencer, Taylor, Trimble, and Washington in the State of Kentucky."

Evansville - AREA E shall be the following Counties: Edwards, Wabash, and White in the State of Illinois; Daviess, Dubois, Gibson, Knox, Perry, Pike, Posey, Spencer, Vanderburgh and Warrick in the State of Indiana; Daviess, Hancock, Henderson, McLean, Ohio, Union and Webster in the State of Kentucky."

CONTRACT PERIOD – APRIL 1, 2024 THROUGH MARCH 31, 2027

WAGE RATES: APRIL 1, 2024, THROUGH MARCH 31, 2025 LISTED BELOW:

<u>JOURNEYMAN WAGE RATES</u>	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
Drywall Finishers & Plasterers	\$30.37	\$31.52
Brush, Roller & Paperhangers	\$29.62	\$30.77
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning, SCBA, Brush & Roller of Bitumen Mastics, Creosotes, Kwinch Koate and Coal Tar Epoxy Spray of Bitumen Mastics, Creosotes, Kwinch Koate and Coal Tar	\$30.62	\$31.77

BRIDGE

\$40.00

A bridge is defined as any structure used for motorized traffic that is elevated crossing waterways, streets, railroad tracks etc. and required 100% containment.

FOREMAN

Any journeyman in charge of five (5) or more employees on a job shall receive one dollar (\$1.00) per hour above the highest rate being paid on the project covered by this agreement.

COMMERCIAL (DOES NOT APPLY TO INDUSTRIAL)

Working Height over 40 Feet	\$.75/hour above base wage
Working Height over 75 Feet	\$ 1.50/hour above base wage
Working Height over 100 Feet	\$ 2.50/hour above base wage

FRINGE BENEFITS

Health & Welfare	\$ 7.11
IUPAT Pension Fund	\$ 10.28
FTI of DC91	\$ 0.79
IUPAT – FTI	\$ 0.10
IUPAT - LMCI	\$ 0.10
Drug Testing	\$ 0.06
Apprentice Advancement	\$ 0.09
STAR Program of DC 91	\$ 0.10
IUPAT Annuity	\$ 1.93
FCA of Southern Indiana	\$ 0.05

_____ Emplr. Initial

 DC91 Initial

INCREASES

The following increases shall be allocated as defined by year below:

APRIL 1, 2025 to March 31, 2026

IUPAT Pension Fund
+ \$0.13

To Be Determined*
\$2.37

APRIL 1, 2026 to March 31, 2027

IUPAT Pension Fund
+ \$0.13

To Be Determined*
\$2.42

*To Be Determined amount is to be allocated at the discretion of the membership and may change any and/or all the fund increases detailed above.

RATE OF APPRENTICES: Any shop employing at least three (3) journeymen must employ one (1) apprentice and shall make every reasonable effort to employ one (1) apprentice for each three (3) journeymen or fraction thereof. Terms of apprenticeship shall be set by the Finishing Trades Institute of District Council 91 as outlined by the regulations of the US Department of Labor. Raises are subject to approval by the Finishing Trades Institute of District Council 91. All increases to wages and benefits shall be effective on the first full pay period after the Employer has been notified of said increase by the Finishing Trades Institute of District Council 91. No fringe benefit contributions will be paid for the first two hundred (200) hours of employment of any new apprentice; however the first 200 hours shall be counted towards the "Hours Worked". Beginning with the 201st hour of employment, apprentices will receive 100% of all fringe benefits, with the exception of the IUPAT Pension Fund. Wages and Pension contribution rates are as follows:

WAGES (Percentage of journeyman job classification rate)	Wage Percentage	Contribution Rate
Less than 1500 Hours Worked	65%	\$ 1.44
More than 1500, but less than 2250 Hours Worked	70%	\$2.06
More than 2250, but less than 3000 Hours Worked	75%	\$2.67
More than 3000, but less than 3750 Hours Worked	80%	\$3.29
More than 3750, but less than 4500 Hours Worked	85%	\$3.91
More than 4500, but less than 5250 Hours Worked	90%	\$4.52
More than 5250, but less than 6000 Hours Worked	95%	\$5.14

Upon satisfactory completion of the apprenticeship, apprentices shall be advanced to journeyman status and receive the applicable journeyman job classification rate.

_____ Emplr. Initial  DC 91 Initial

NEW HIRE:

A: Any Employer hiring a new employee will notify the Local Union, in writing of their intent to hire the new employee before they start to work. This notification will include the name, address, social security number and a current phone number, along with the date they are to be hired, and the name of the job that the employee will be working on.

B: No fringe benefit contributions will be paid for the first two hundred (200) hours of employment of any new journeyman member of the Union. Beginning with the 201st hour of employment, new journeyman members will receive 100% of all fringe benefits.

C: As a condition of the two hundred (200) hour exemption of fringes for new hire employees. A new hire employee is one who has not worked for any local Union employer at any time in the past. The Employer shall provide a report to accompany the monthly remittance to the DC 91 FTI of any utilization of a new hire under this provision. The report shall include the new hire's name, date of hire and any hours worked as part of this provision with a remaining balance of hours, if any.

D: Failure to comply with the provisions of this section result in a \$500.00 dollar fine, plus a one hundred (\$100) dollar a day fine which will be receipted into the Local 156 Apprenticeship Advancement Fund.

WITHHOLDING

Administrative and/or Dues Check-Off: The Employer will remit on behalf of all covered employees the "then current" Administrative and/or check off dues as notified by the Union in writing from time to time as allowed by state or federal law.

Terre Haute - AREA F shall be the following Counties: Clay, Greene, Owen, Parke, Putnam, Sullivan, Vermillion and Vigo in the State of Indiana."

Merrillville - AREA H shall be the following Counties in the State of Indiana: Lake, Porter, Jasper, Newton, White, Starke, Pulaski, and part of LaPorte County, West of Highway 39 and South of Highway 20 (excluding the city of LaPorte East of Highway 39 and the city of Michigan City North of Highway 20 and the East side of LaPorte - Porter County Line Road from Highway 20 to Lake Michigan)."

Fort Wayne - AREA I shall be the following Counties in the State of Indiana: Adams, Allen, DeKalb, Grant, Huntington, Noble, Steuben, Wabash, Wells, Whitley, and LaGrange."

Paducah - AREA J shall be the following Counties: Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Lyon, McCracken, Marshall and Trigg in the State of Kentucky; and Massac in the state of Illinois."

Chesterfield - AREA K shall be the following Counties: Blackford, Delaware, Fayette, Franklin, Henry, Howard, Jay, Madison, Miami, Randolph, Rush, Tipton, Union, and Wayne Counties in the State of Indiana."

South Bend - AREA L shall be the following Counties in the State of Indiana: St. Joseph, Elkhart, Kosciusko, Marshall, Fulton, and approximately one-half of LaPorte County (everything east of Highway 39 and North of Highway 20, including the cities of LaPorte and Michigan City)."

Section 2. In all instances, the Union shall have the option of applying such rates, increases, or portions of such increases, to wages or fringe benefits, including any jointly administered fund mentioned in this Agreement. The Union shall, prior to April 1st of each year, advise the Employer of the changes in the wage and/or fringe benefit rates that the Union has determined shall apply as of each effective date. All increases to wages and/or benefits shall be effective the first full pay period on or after April 1st.

ALL WAGE RATES, FRINGE BENEFITS RATES, AND DEDUCTIONS PER HOUR ARE BASED ON ALL HOURS PAID; PROVIDED, HOWEVER, FRINGE BENEFIT CONTRIBUTIONS FOR OVERTIME HOURS NEED ONLY BE PAID ON THE ACTUAL OVERTIME HOUR(S) WORKED.

Section 3. Industrial Type Work includes all locks and dams, all steam generating and power plants, refineries, water treatment and other utility facilities including their miscellaneous yard structures. High time rates do not apply for the type of work listed in this Section. Administrative offices, retail facilities and warehouses for the above work shall be done under the Commercial wage rates of the Article.

ARTICLE XIV Apprentice Wages

The parties agree that apprentices who are hired by the Employer shall receive the following percentages of the regular/hourly straight time rate of pay that is payable as an hourly wage payment to journeypersons working under this Agreement. The parties understand, and agree, that the Employer shall, on behalf of each such apprentice, make contributions to the various fringe benefit funds identified in this Agreement in the amount(s) set forth on behalf of each apprentice. Upon satisfactory completion of the apprentice program, each apprentice shall receive the same wage rate as is required for journeypersons under this Agreement. All Rate Changes shall be effective upon the first full payroll period after Employer has been notified by the Finishing Trades Institute of District Council 91. There will be no mid pay period rate changes.

WAGES (Percentage of journeyman job classification rate)	Wage Percentage
Less than 1500 Hours Worked	65%
More than 1500, but less than 2250 Hours Worked	70%
More than 2250, but less than 3000 Hours Worked	75%
More than 3000, but less than 3750 Hours Worked	80%
More than 3750, but less than 4500 Hours Worked	85%
More than 4500, but less than 5250 Hours Worked	90%
More than 5250, but less than 6000 Hours Worked	95%

ARTICLE XV
Payment of Wages

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

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

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

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

Section 5. Each employee shall verify that he/she has received payment of proper wages, travel pay, premium due, and other compensation due him/her. If there is a dispute, the employee must make a request for correction, through the Employer representative, steward, and/or business representatives within thirty (30) days of receiving such pay. If appropriate correction is not made, the employee may file a grievance. 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. The Employer shall furnish timecards to all Employees, who in turn shall record all time, regular and overtime, worked in each pay period. Timecards shall be turned in at the end of each pay period. Employers will not be held in violation of this Agreement for late payment of wages if the employee fails to submit timecards by the day and time established by the Employer. Employees are to have prior written notice of said policy. A copy of the time reporting policy shall be furnished to the Union. Other approved reporting systems will be acceptable.

ARTICLE XVI

Work Day and Work Week: Overtime and Shift Premiums

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

Section 2. The regular work week shall be forty (40) hours, beginning on Monday and ending on Friday. The regular work day shall be eight (8) consecutive hours, exclusive of a one-half (1/2) hour lunch period. For the purpose of shift work, a day is defined as a twenty-four (24) hour period commencing with the established starting time of the day shift. The starting time of the work day may be changed within these hours by the Employer to take advantage of daylight hours, weather conditions, or shift or traffic conditions.

Section 3. In the discretion of the Employer, the regular work day may consist of ten (10) hours labor on the job and the regular weekly work schedule may consist of four (4) ten (10) hour days on consecutive days. The Employer will notify the Union within 72 hours of implementing a four (4) ten (10) schedule.

Section 4. SATURDAY MAKE-UP DAYS: VOLUNTARY Saturday make-up days will be permitted for exterior weather-related lost time on residential, light commercial and commercial retail facilities, excluding manufacturing and industrial type work. Whenever a make-up day is worked the Union must be notified of the job, location of the job, the number of Employees and the names of the Employees working. All make-up days require the MUTUAL CONSENT of the Employer and the Employees on the job. The Employer will notify the Union within 72 hours of implementing a Saturday Make-Up Day.

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 in addition to the regular work day and all work in excess of forty (40) hours in the work week shall be paid at one and one-half (1^{1/2}) times the regular rate.

Section 7. NIGHT SHIFT PAY shall be an additional two dollars (\$2.00) per hour above the applicable job classification rate. This premium shall be for any shift which starts prior to 6:00 AM or after 4:00 PM, unless hours are being set as per Section 2 of this Article. Any Employee working over eight (8) hours on night shift shall receive time and one-half (1^{1/2}) of the total night shift rate for overtime.

Section 8. All work on Sunday shall be paid at double time the regular rate.

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

Section 10. Any employee working in excess of sixteen (16) hours or more during a regular twenty-four (24) hour work day shall be given a minimum of eight (8) hours of rest between the end of one day's work and the beginning of the next day's work.

Section 11. Anything less than an eight (8) hour break between shifts or partial shifts shall constitute a resumption of work hours when work resumes, for the calculation of overtime.

ARTICLE XVII 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 midpoint of the pre-lunch work time on each shift. This break is to be taken at the assigned place of work.
- b. In an effort to maintain productivity, safety, and hygiene on full-containment jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch break as provided in sub-section (a) above. When such circumstances exist, then ten (10) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional ten (10) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job-by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the employees a break closest to the midpoint of the work day.

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

d. On Projects or workdays of twelve (12) hours or more, an additional thirty (30) minute unpaid dinner break will be allowed.

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

Section 3. All clean-up time must be taken on the jobsite and not to be used as a reason to leave the job early if minimal or no clean-up is needed. All breaks are to be taken on the jobsite. Skipping of breaks is not to be used as a reason to leave the jobsite early.

ARTICLE XVIII

Holidays

The following days shall be recognized as unpaid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day Following Thanksgiving and Christmas Day. All work performed on these recognized holidays shall be paid for at double (2) times the regular rate. No work shall be performed on Labor Day except in case of emergency or to protect lives or property, and then only after permission has been requested and granted by the Union or its representative. If the Holiday falls on a Sunday, the following Monday shall be considered the recognized Holiday. If the Holiday falls on a Saturday, the preceding Friday shall be considered the recognized Holiday.

For weeks shortened due to holidays listed in this Article, at the discretion of the Employer and with mutual consent of the Employee, 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. The Employer will not be required to notify the Union for implementing a four (4) ten (10) schedule on these weeks only.

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 XIX
Reporting Pay

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.

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

Any Union referred employee reporting to work without the required and written requested training and/or certification(s) will not be eligible to receive the minimum two (2) hours pay as detailed in this Article.

ARTICLE XX
Travel Pay

Section 1. Employees are not eligible for travel pay for any work performed inside the geographical jurisdiction of District Council 91 Area E.

Section 2. Any work requiring travel outside the geographical jurisdiction of Area E is strictly voluntary on the part of the employee.

Section 3. Employees who volunteer to perform work outside the geographical jurisdiction of Area E shall receive compensation as follows:

- (a) When staying overnight:
 - 1. Lodging: A room will be provided at the Employer's expense for each night the employee is required to stay out of town, with no more than two (2) employees per room.
 - 2. Per Diem: A per diem expense of fortydollars (\$40.00) per day shall be paid each employee for each day worked when staying out of town.
- (b) When overnight stay is not required a per diem expense of forty dollars (\$40.00) per day shall be paid each employee for each day worked outside the geographical jurisdiction of Area E unless transportation is provided by the Employer.
- (c) All employees driving a personal vehicle shall be paid the current standard IRS mileage rate starting from the shop or their house, whichever is closer to the jobsite per digital mapping system.

ARTICLE XXI
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

Section 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 amount set forth in this agreement, provided that when over-time rates apply, a contribution need be made for only the actual hour(s) worked.
- b. Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment, unless employee is participating in programs as detailed in Article XIII, in a job classification as set forth in Article XIV of this agreement. This includes, but is not limited to, apprentices, helpers, 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 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.

e. Effective April 1, 2022, and each year thereafter, the Pension contribution called for in this agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union shall notify the Employers of the new Pension rate each year.

f. The Employer will remit payment, by postmark, on or before the twenty-fifth (25th) of each month to the Union the entire amount of contributions made of behalf of any employee for the month previous, together with a list of employees covered hereby and the amount of contributions during the applicable period.

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

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

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

Section 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.

Section 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.

Section 5. Each of the respective Funds described in paragraph 1 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

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

The Employer signatory to this Agreement hereby agrees to honor authorizations, in the following form, for checkoff of political contributions from employees who are Union members, and to forward all contributions and reports on contributions postmarked on or before the twenty-fifth (25th) day of each month for the previous work month to Combined National Fund, P.O. 79128, Baltimore, MD 21279-0128.

AUTHORIZATION FORM FOR CHECKOFF OF POLITICAL CONTRIBUTIONS
I hereby authorize and direct my Employer to deduct from my pay the sum of five cents (5¢) for each hour that I receive pay (or from each regular paycheck \$2.00 dollars weekly), as a contribution to the Political Action Together-Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the "Combined National Fund," on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to "Combined National Fund" and mailed to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to this contribution should same occur.

This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fundraising and use the money they receive for political purposes, including but not limited to making contributions to and paying expenditures for candidates for federal, state, and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

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

Name _____ Signature _____
Social Security Number _____

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

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

_____ Emplr. Initial  DC S1 Initial

ARTICLE XXIII
Contributions to District Council Fringe Benefit Funds

Section 1. Commencing with the 1st day of November 2013, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Finishing Trades Institute of DC 91, District Council No. 91 approved Health and Welfare and Apprenticeship Advancement Funds for each employee covered by this Agreement, as follows:

(a) For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution in the amount(s) set forth in Article XIII to those funds.

(b) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee or payable by the Employer in accordance with the Agreement, shall be counted as hours for which contributions are payable.

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

(d) The payments to the Pension, Welfare, Apprentice, and other Local and National Funds required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from DC 91 or 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 Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time, as though it had actually signed the same.

Section 2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of each Trust Fund identified above, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

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

Section 4. If the Employer fails to make contributions to one or more, or any of these Funds within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and

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

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

Section 6. The Employer will remit payment, by postmark, on or before the twenty-fifth (25th) of each month to the Union the entire amount of contributions made of behalf of any employee for the month previous, together with a list of employees covered hereby and the amount of contributions during the applicable period.

ARTICLE XXIV

Steward(s)

For all local signatory contractors, the Business Manager of District Council 91 shall, after conferring with the Employer, have the authority to appoint a working job steward on any job employing three (3) or more District Council 91 members. For all contractors, the Union shall select a job stewards from the employees currently working on the job and those that are regularly employed by that Employer. The Union will notify the Employer in writing at the time of the appointment and with annual written re-notification of the appointment. The selected job steward must be a qualified District Council 91 journey person and be certified through the Union's Steward's Training Program. No Employer shall have more than one (1) job steward at any time unless all signatory contractors, having more than three (3) employees, has at least one (1) job steward currently appointed. Each contractor may also be appointed one shop steward.

The duties of the steward(s) shall be as follows:

- (1) Ensure the IUPAT Constitution, the District Council bylaws, and Working Rules and provisions of the collective bargaining agreement are enforced.
- (2) See that all persons have their working cards, and to contact the District Council immediately if there should be any irregularity.
- (3) To mentor fellow members concerning the importance of a professional and productive approach to work and comply with all the standards set forth in this Agreement.
- (4) Must comply with all Journey person standards, certifications and requirements as set forth in this Agreement.

The steward shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. The steward will not be compensated financially by the Employer for any time spent working for the Union. 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, after the Foreman 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 steward shall be the first person offered overtime, provided he/she has the qualifications and ability to perform the available work. Unqualified or unproductive stewards may be removed, subject to review by the District Council 91 Business Manager. 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 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 XXV
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 Union Representative must be in compliance with all site safety regulations and site requirements prior to arriving at the site for an inspection. The Employer is not responsible for the compliance or the safety of the Union Representative. The Union Representative shall notify the site safety, General Contractor, etc. of their intent to visit the site on behalf of the IUPAT District Council 91 and not the Contractor.

ARTICLE XXVI
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, management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

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

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Local 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 XXVII
Subcontracting

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

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

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

ARTICLE XXVIII

Safety

Section 1. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury, or accident occurs. The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury, or accident.

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

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

Section 4. The Employer shall provide, at no cost to the employee, necessary personal protective equipment and instructions on proper use of such equipment. The Employee shall

be responsible for providing, at no cost to the Employer, all protective footwear required (e.g. work boots, steel-toed work boots, metatarsal work boots, etc.), unless otherwise required by an agreement that supersedes the language in this Agreement (i.e. National Maintenance Agreement, etc.). The Employer shall provide for the proper maintenance and cleaning of all Employer provided personal protective equipment. If at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions, the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such defective, improperly maintained, inappropriate personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment.

Section 5. A willful violation of safety rules by an employee may result in discipline, up to and including discharge.

Section 6. The Employer shall submit annually to the Union a copy of their OSHA 300A.

ARTICLE XXIX
Journeyman Upgrade Training

A program shall be offered by the District Council Training Program for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses on his or her own time. All journeymen have to successfully complete the following training: OSHA 30, First-Aid/CPR, Scaffolding and Boom & Scissors, HAZCOM, ARSC and other training as may be required by state or federal law.

ARTICLE XXX
Miscellaneous Terms and Conditions

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

Section 2. Entry Level Journeyman. An entry level journeyman is defined as an individual who has passed the required proficiency evaluation given by the Finishing Trades Institute of DC 91, but has not graduated from an IUPAT-affiliated Apprenticeship Program and is found to be lacking certain skills of the trade. An entry level journeyman must complete four thousand (4,000) hours of employment for signatory Employers in the classification of entry level journeyman, and also complete all mandatory certified health

and safety training, as well as other courses that may be deemed appropriate by the Finishing Trades Institute of DC 91, to be eligible for reevaluation as a journeyman. A ratio of three (3) journeymen to one (1) apprentice must be met by an Employer before entry level journeymen can be employed. Once appropriate ratios are satisfied, entry level journeymen may be utilized at a ratio of one (1) entry level journeyman for every four (4) employees. This provision notwithstanding, the Finishing Trades Institute of DC 91, upon evaluating the skills and abilities of any new employee/applicant may certify the individual as a full journeyman, notwithstanding whether the individual graduated from an IUPAT-affiliated Apprenticeship Program when the Finishing Trades Institute of DC 91, has determined that the individual possesses substantially all skills of a trained journeyman. Employees/members who have achieved full journeyman status prior to the date of this Agreement shall be considered journeymen within the meaning of this provision and may not be paid the "entry level" journeyman rate. In addition, the Business Manager/Secretary Treasurer shall be empowered, in his/her discretion, to waive the ratios set forth herein and permit use of entry level journeymen based on manpower availability.

Upon completion of the evaluation an entry level person may be placed into the 1st or 2nd or start of the 3rd year of the apprenticeship program or placed in the classification of entry level journeyman. The rates for an entry level journeyman will be 75% percent for the first 2000 hours and 85% for the second 2000 hours.

Entry level Journeymen may work on "Common Wage" projects if they are paid the higher of their rate plus benefits, or the semi-skilled rate posted for the job plus their current benefits. If "Common Wage" projects require Journeymen and Registered/Certified Apprentices only, Entry level Journeymen must be paid the Journeyman rate and benefits.

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

Section 4. STARS Program In an effort to improve safety awareness, the Employer and the Union have established a safety incentive program that rewards safe work habits and the participation in continuing safety education. This program shall be known as the Painters and Allied Trades STAR Program of DC 91 and shall be funded by a cents per hour contribution. For each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution equal to the amount specified in the current fringe benefits schedule for the year in which the hours are worked and shall be dedicated to a separate checking account to fund the Painters and Allied Trades STAR Program of DC 91. The STAR Committee will regulate all aspects of the STAR Program, including but not limited to, the training course requirements, qualifying period, employee eligibility, raffle requirements and raffle awards.

Section 5. Bonding

1. In order to secure payment of wages, fringe benefits and deductions payable under this Agreement and under any other Agreement requiring a similar security arrangement as identified herein which the Employer or Contractor has with a Local Union affiliated with District Council 91, each Employer or Contractor upon becoming a signatory contractor to this Agreement shall in one of the following ways post security with and in the name of District Council 91 of the International Union of Painters and Allied Trades, AFL-CIO, and its affiliated Local Unions:

A. By means of a surety bond in the sum of twenty-five thousand dollars (\$25,000) underwritten by a surety company acceptable to District Council 91. Such a bond shall utilize the form which is attached to this Agreement, unless the Union otherwise agrees in writing.

B. By means of a cash deposit in the sum of twenty-five thousand dollars (\$25,000) with a bank or trust company acceptable to District Council 91 provided through an escrow agreement binding such deposit to the payment of wages, fringe benefits and deductions, and any later payment penalties thereto. The Employer or Contractor so depositing such funds shall be entitled to all interest earned by said deposit. The escrow agreement shall utilize the form which is attached to this Agreement and shall be with the escrow agent selected by District Council 91, unless the Union otherwise agrees in writing.

C. By means of an irrevocable letter of credit with a value of twenty-five thousand dollars (\$25,000) with a bank acceptable to District Council 91 with said letter of credit naming the Union as beneficiary. A sight draft shall be drawn on the letter of credit when District Council 91 presents a written statement to the bank stating the amount of unpaid wages, fringe benefits, deductions and any late payment fees thereto. The irrevocable letter of credit shall utilize the form which is attached to this Agreement, unless District Council 91 otherwise agrees in writing.

2. A surety arrangement posted with District Council 91 (and any of its other affiliated local unions, to the extent that the surety arrangement is "District Council wide") meeting any one of the above requirements will be acceptable for the collection of unpaid wages, delinquent fringe benefits and delinquent deductions (and late fees, to the extent permitted by the particular security arrangement) owed for any work performed under this Agreement provided such surety arrangement can be minimally applied to the delinquent principal amounts (wages, fringe benefits and deductions) occurring under this Agreement. Separate or duplicate bonding will not be required when the Employer or Contractor works in any jurisdiction covered by District Council 91. Separate bonding, or its equivalent, may be required by an Agreement the Employer or Contractor may have with the International Union.

Section 6. Workers Compensation Insurance and Alternative Dispute Resolution Programs. The Employer agrees, upon execution of and throughout the term of this Agreement and any extensions thereof, to elect to be bound by the provisions of all State and local Workers Compensation laws that are applicable to work performed by the Employer. The Employer

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

Section 7. In the event that the Union signs or becomes a party to a collective bargaining agreement outside of this Agreement in District Council 91, Area E (Local 156), as a courtesy, it shall provide copies to the local Association (FCA of Southern Indiana).

ARTICLE XXXI

Flexibility to Modify Agreement to Expand or Recover Work

The terms and conditions of this agreement may be modified to lower the wage and benefit package or to eliminate or modify provisions of the Agreement by the Business Manager/Secretary-Treasurer of the Union. This power may be used by the BM/ST for the purposes of organizing, recovering market share, maintaining or entering a particular market segment, and/or for entering into maintenance agreements. All agreements shall be submitted to the Local Joint Trade Board/Finishing Contractors Association of Southern Indiana prior to implementation by the Union.

ARTICLE XXXII

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 ("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 XXXIII
Successors

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

ARTICLE XXXIV
Supremacy Clause

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

ARTICLE XXXV
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 or Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXXVI
Duration Clause

1. This Agreement shall be in full force and effect from April 1, 2024 to and including March 31, 2027 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to March 31, 2027, or March 31st 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 March 31, 2027, or March 31st 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.

ARTICLE XXXVII
Additional Pension Plan Benefits

Section 1. The foregoing contribution rates are intended to represent the Employer's total cost for providing pension benefits during the term of this Agreement. If the pension plan requires contributions that are in excess of these amounts, or, the pension plan fails to meet the minimum contribution requirements of ERISA, or the Internal Revenue Code, and that failure results in the imposition of any excise or similar tax penalty, or assessment, the applicable hourly wage rates set forth in this Agreement shall be immediately reduced in an amount equivalent to the additional hourly costs. If such event occurs, either party may request that negotiations be commenced in an effort at reaching agreement upon any alternative which will accomplish an equivalent reduction through reduced wages and/or fringe benefits. All other provisions of this contract shall remain in effect during such negotiations."

**DISTRICT COUNCIL 91, FINISHING CONTRACTORS ASSOCIATIONS OF
SOUTHERN INDIANA
(MEMORANDUM OF AGREEMENT)**

THIS AGREEMENT made and entered into by and between _____
_____ (“THE EMPLOYER”) and District Council 91 of the
International Union of Painters and Allied Trades AFL-CIO, (“THE UNION”) and shall be binding upon
the parties hereto, their successors, administrators, executors and assigns.

In consideration of the mutual promises of each other, the parties hereby AGREE as follows:

1. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining representative for and on behalf of the employees of the EMPLOYER now or hereafter employed within the territorial and occupational jurisdiction of the UNION.
2. The parties do hereby adopt the UNION’S latest Agreement, and all approved Amendments and Addendums between FCA of Southern Indiana and District Council 91 of the International Union of Painters and Allied Trades AFL-CIO, and agree to be bound by all the terms and conditions thereof for the duration of such Agreement and for the period of any subsequent extensions, including any amendments which may be subsequently made, and any subsequent agreements, unless either party serves written notice upon the other at least sixty (60) days and no more than ninety (90) days prior to the stated expiration date in the Agreement or to any subsequent expiration date of a desire to terminate this Memorandum of Agreement.
3. The parties agree to be bound by the terms and conditions of any Trust Fund Agreements identified in aforesaid Agreement and amendments thereof, accepting and ratifying the appointment of the Employer trustees and their successors for the aforesaid period.
4. This Agreement shall become effective April 1, 2018.
5. The EMPLOYER acknowledges the receipt of the UNION’S latest Agreement and all approved amendments and the applicable Trust Agreements.

IN WITNES WHEREOF, the parties have executed this
effective the _____ day of _____, 20 _____.

FOR THE COMPANY

Company Name

Signed _____

CIO

Name: _____

Address _____
Phone: _____

Fax _____

EIN _____

Bond Co. _____

Worker’s Comp Carrier _____

36

_____ Emplr. Initial

_____ DC 91 Initial