

# **Collective Bargaining Agreement**

**By and Between**

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

**And**

**The Northwest Indiana Finishing  
Contractors Association and**

**Northwest Indiana “Area H”  
Painting, Drywall and Wall Covering  
Contractors**

**Effective 6/1/2025 through 5/31/2028**

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## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (name of contractor or contractor's association) hereinafter referred to as the Employer (or, if agreement is with an Association, use "hereinafter referred to as the Association") and 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 the Union as the exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

### ARTICLE II Scope of Bargaining Unit and Work Jurisdiction

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification(s) of "painter", "wall covering applicator" and/or "drywall finisher" (collectively, "Employees") 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, intumescent fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiberglassing, E-glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray the application of exterior insulating finishing systems;
- b. each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences, buildings, structures, industrial, power, chemical and manufacturing plants, bridges, tanks, vats, pipes, stacks, light and high

tension poles, wind solar and other alternative energy structures, parking, traffic and air strip lines, trucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment;

c. any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-lock welding, alcalyds, sheet rubber, foams, seamless and tile-like coatings, etc.;

d. all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skimcoating, pointing, caulking, high-pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam-cleaning, asbestos and lead abatement/removal;

e. the inspection of all coatings and/or coating systems during their applications will be performed by the painter.

**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, firetaping 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 and dryvit systems and all plastering cement and all similar materials, including spray-on fireproofing.

**Section 4.** The Employers agrees that whenever it is awarded any construction work, it shall, immediately upon notification of the award, provide a “Letter of Assignment” of the job to the Union, specifying its location, the scope of work to be performed, the approximate number of Employees covered by this Agreement expected to be employed on the job and the approximate

dates of performance. The notice shall state the work that is being assigned to the Union and the Employees covered by this Agreement.

## 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** - 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.

**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** – Adair, Allen, Anderson, Barren, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Carlisle, Carroll, Casey, Christian, Crittenden, Cumberland, Daviess, Edmonson, Fulton, Graves, Grayson, Green, Hancock, Hardin, Hart, Henderson, Henry, Hickman, Hopkins, Jefferson, Lincoln, Livingston, Logan, Lyon, McCracken, McLean, Marion, Marshall, Meade, Metcalfe, Monroe, Muhlenberg, Nelson, Ohio, Oldham, Pulaski, Russell, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, and Webster.

**Drywall** - Adair, Allen, Anderson, Barren, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Carlisle, Carroll, Casey, Christian, Crittenden, Cumberland, Daviess, Edmonson, Fulton, Graves, Grayson, Green, Hancock, Hardin, Hart, Henderson, Henry, Hickman, Hopkins, Jefferson, Lincoln, Livingston, Logan, Lyon, McCracken, McLean, Marion, Marshall, Meade, Metcalfe, Monroe, Muhlenberg, Nelson, Ohio, Oldham, Pulaski, Russell, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, 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.

**Section 5.** With mutual consent between the Union and the Employer; then in discretion of the Employer, Employees may be asked to voluntarily travel within the District Council at a lower rate of wage. In declining of Voluntary travel at a lower rate of wage within the District Council, the Employee shall not be penalized or discriminated against. For work within the jurisdiction of the Union but outside the home area (Area H) as defined in Article XIII, the Employer will pay any employee brought from Area H the wages for the area in which the work is performed, but will make benefit contributions required for work in Area H or the benefit contributions for the area in which the work is performed, whichever are greater, provided that in any event, all benefit contributions will be made to the Area H funds.

## **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. In addition, the Employer party hereto agrees to provide the names and addresses of all employees hired by the Employer to the Union within five (5) days of their hire.

## **ARTICLE V** **Dues and Administrative Fees Checkoff Provision**

**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. The Union shall collect written deduction authorizations and all related such documents including but not limited to terminations of same from the Employees and submit those to the Employer each month.
- c. For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- d. On or before the twentieth (20th) day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each Employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each applicable period.

e. The Union shall hold harmless, defend and indemnify the Employer from and against any claims, actions, settlements, lawsuits and/or arbitration's initiated by the Employees that relate to the collection and transmission of the authorizations and related such documents including but not limited to terminations of same, provided that this indemnification shall not extend to any intentional or grossly negligent act of the Employer, nor shall it extend to any claim by an Employee that is prompted or supported, financially or otherwise, by the Employer.

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.

Section 5. On or before the twentieth (20th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the gross amount of pay of each such employee during the month previous.

## ARTICLE VI

### Function of Management

Section 1. Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire Employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees

because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

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

## **ARTICLE VII** **Efficiency of Operations**

Since achieving greater efficiency in all aspects of the Employer's work is deemed appropriate and necessary, the 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 prior to implementation by the Employer.

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

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

a. Step One: The Union and/or the employee(s) shall, within thirty (30) days after the occurrence that results in the complaint (or, within ten (10) days of receiving information relating to such occurrence), file a written grievance that describes in general terms the nature of the occurrence, the manner in which the Employer allegedly violated the collective bargaining agreement, custom or practice of the parties, etc. and describes the nature of the remedy sought. A copy of the grievance must be delivered to the Employee's immediate supervisor and/or the Employer's designated labor relations supervisor and a copy must also be forwarded to the Business Manager/Secretary Treasurer of the District Council/Local Union. Upon receipt of a grievance under this procedure, if filed by an individual employee or group of employees, the Employer shall also be responsible for promptly forwarding a copy of any such grievance to the Business Manager/Secretary Treasurer so as to assure that the Union is aware of the pendency of the grievance.

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

c. Step Three: Arbitration. If the parties cannot agree upon a settlement of a grievance, then the Union may, within thirty (30) days following notice to the Employer that it intends to seek arbitration, submit the matter for final and binding arbitration under the rules and regulations of the Federal Mediation and Conciliation Service. The decision of a neutral arbitrator, selected pursuant to FMCS rules and regulations, shall be final and binding upon all parties and the grievant(s). The costs of any such arbitration proceeding shall be shared equally by the Union and the Employer, except that each party shall pay the cost for any witnesses they may call at a hearing (except for employees of the Employer who are "on-the-clock" during any such proceeding), counsel fees (which shall be borne by the party employing such counsel), and stenographic fees (which shall be borne by the party ordering a copy of the transcript, if any). The arbitrator shall have no power to alter, modify, or change any provision in the collective bargaining agreement and his/her powers shall further be limited to an interpretation(s) of the agreement, a determination

of the specific matter presented in the grievance, and a decision that shall state an appropriate remedy in relation to that grievance.

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

**Section 4.** There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until the said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of the Employer if the Employer fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to participate in the grievance process set forth above, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.

**Section 5.** If a Joint Trade Board is formed between District Council 91 and signatory Employer or associations, the Employer agrees that the Union may, upon written notice to the Employer, reopen this Agreement for the sole purpose of modifying this Article to substantially conform to the Joint Trade board procedure recommended in the Model Collective Bargaining Agreement then published by the IUPAT and the Finishing Contractors Association.

## 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 of his intent to hire anyone prior to actual employment.

**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.

## **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, of the Joint Apprenticeship Committee of the Finishing Trades Institute of District Council 91. The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated an "apprentice" under this provision shall be paid at the journeyperson rate set forth in this Agreement.

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

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

**Section 3. Ratio of Apprentices to Journeypersons for Industrial Shop Rate Only.** One (1) apprentice per One (1) Journeyperson. Industrial Shop Rate is to be defined as Permanent Work performed at a Set Location "SHOP" of an Industrial Signatory Contractor.

## **ARTICLE XIII** **Area Wages and Benefits**

This article will be the Schedule of wages and benefits based on the negotiations between the Employers of the industry in that Area and this District Council. These will be attached as "Appendix A". All signatory contractors will be notified with wage and benefit information to replace the "current Appendix A" as they become effective and are available.

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, Edmonson, 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, Muhlenberg, Ohio, Union and

Webster in the State of Kentucky.

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).

**CONTRACT PERIOD – JUNE 1, 2025 THROUGH MAY 31, 2028**

**WAGE RATES FOR JUNE 1, 2025 THROUGH MAY 31, 2026**

**COMMERCIAL PAINTER**

<b>J Journeyman</b>	<b>\$41.00</b>
<b>Working Foreman</b>	<b>\$44.25</b>
<b>General Foreman</b>	<b>\$44.50</b>

**\*After Five (5) employees are on a jobsite and a 6<sup>th</sup> employee is added, the employer must name a job “Working foreman” and pay said foreman the applicable rate as listed. This applies to ALL classifications as listed within this Agreement.**

**INDUSTRIAL PAINTER**

<b>J Journeyman</b>	<b>\$43.80</b>
<b>Working Foreman</b>	<b>\$47.05</b>
<b>General Foreman</b>	<b>\$47.30</b>

**\*Industrial Shop Rate is \$2.50 less than the current Industrial rate plus benefits as outlined in the current Collective Bargaining Agreement. Apprentice to Journeypersons ratio shall be one (1) Apprentice to one (1) Journeyperson for “SHOP WORK ONLY”.**

**\*Work performed under leak repair is an additional \$8.00 per hour.**

**\*shift differential for 2<sup>nd</sup> and 3<sup>rd</sup> shifts are an additional \$4.00 per hour.**

**DRYWALL FINISHER**

<b>J Journeyman</b>	<b>\$41.80</b>
<b>Working Foreman</b>	<b>\$45.05</b>
<b>General Foreman</b>	<b>\$45.30</b>

**FRINGE BENEFITS**

<b>Health &amp; Welfare</b>	<b>\$9.18</b>
<b>IUPAT Industry Pension</b>	<b>\$13.90</b>
<b>IUPAT Annuity</b>	<b>\$7.35</b>
<b>IUPAT LMCI/FTI</b>	<b>\$0.20</b>
<b>FTI DC Apprenticeship</b>	<b>\$0.83</b>

<b>Painting &amp; Decorating</b>	
<b>Adv Foundation</b>	<b>\$0.08</b>
<b>Building Construction</b>	
<b>Resource Center</b>	<b>\$0.15</b>
<b>STAR Program of DC 91</b>	<b>\$0.10</b>

### **WITHHOLDING**

**Administrative Dues Check-Off 4% of Gross Wages.**

**International Administrative Dues \$0.25 per hour worked as of January 1, 2025 increasing to \$0.35 on January 1, 2026, \$0.45 on January 1, 2027, and \$0.55 on January 1, 2028**

### **INCREASES**

**June 1, 2026 through May 31, 2027 plus an additional \$3.00. Allocation to be determined by membership.**  
**June 1, 2027 through May 31, 2028 plus an additional \$3.50. Allocation to be determined by membership**

### **PENSION**

**It is required that the membership allocate at least 5% of any increase to the pension fund.**

**Apprentices will receive 100% of all fringe benefits, with the exception of the IUPAT Pension Fund and Annuity Fund. Apprentice wages and Pension contribution rates are as follows:**

<b>Period</b>	<b>Wage Percentage</b>	<b>Pension Contribution</b>	<b>Annuity Contribution</b>
<b>First Six Months</b>	<b>60%</b>	<b>\$2.03</b>	<b>\$1.08</b>
<b>Second Six Months</b>	<b>65%</b>	<b>\$2.08</b>	<b>\$1.12</b>
<b>Third Six Months</b>	<b>70%</b>	<b>\$2.13</b>	<b>\$1.41</b>
<b>Fourth Six Months</b>	<b>75%</b>	<b>\$2.18</b>	<b>\$1.45</b>
<b>Fifth Six Months</b>	<b>80%</b>	<b>\$2.86</b>	<b>\$1.49</b>
<b>Sixth Six Months</b>	<b>85%</b>	<b>\$2.91</b>	<b>\$1.53</b>
<b>Seventh Six Months</b>	<b>90%</b>	<b>\$3.60</b>	<b>\$1.57</b>
<b>Eighth Six Months</b>	<b>95%</b>	<b>\$3.65</b>	<b>\$1.61</b>

**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 1.** 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, 30 (30) days prior to June 1 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 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.**

#### **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 in Appendix A on behalf of each apprentice. Upon satisfactory completion of the apprentice program, each apprentice shall receive the same wage rate as is required for journeypersons under this Agreement.

Less than 750 Hours Worked	60%
More than 750, but 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 Union 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 to 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 logically 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 and receipt of proof of the same shall be sufficient that payment is in transit.

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 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 two (2) weeks 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.

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

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

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

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

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

Section 7. For any shift which starts prior to 6:00 A.M. or after 12:00 P.M., the Employer shall pay all Employees a shift differential of \$4.00 per hour above the applicable wage scale. All shifts shall be scheduled for at least eight (8) consecutive hours.

Section 8. All work on Sunday shall be paid at double time 2-times the regular rate for work in the field only.

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

## **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 15 minute break shall be allowed at the approximate midpoint of the pre-lunch work time on each shift. This break is to be taken at the assigned place of work.
- b. In an effort to maintain productivity, safety, and hygiene on full-containment jobs or jobs where Employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch break as provided in sub-section (a) above. When such circumstances exist then fifteen (15) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional fifteen (15) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job-by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the Employees a break closest to the midpoint of the work day.
- c. On projects scheduled for longer than eight (8) hours per day, Employees shall be given an additional ten (10) minute break at the end of the first eight (8) hours worked.

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

## **ARTICLE 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

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.

## **ARTICLE XX**

### **Travel Pay**

Section 1. Where Employees are required by the Employer to travel more than one hundred twenty (120) miles per day, round trip to and from the job site, then the Employer shall pay such Employees the standard IRS mileage rates per mile, per day for all miles over one hundred twenty (120) miles, round trip, to and from work. The start point shall be the Employee's home or the Employer's shop whichever is closer to the job. When the Employer provides transportation to and from the job, this shall be in lieu of travel pay.

Section 2. Employees working out of town, not being driven daily, shall have room and board furnished by the Employer. Room and board shall be defined as the reasonable cost of lodging plus \$50.00 per day as per diem.

Section 3. If the Employer requires the member to report to the employer's office/ shop every day before going to a jobsite as a condition of employment, then the member shall be paid the applicable hourly rate of pay while driving from said shop to the jobsite.

## **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 Appendix A, 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 in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeypersons, trainees, and probationary employees.
- c. The payments to the Pension, Apprenticeship, and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.
- d. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as 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.

**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 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.

**Section 6.** In accordance with the attached Pension Funding Improvement Plan (FIP) (Attachment A), DC91 "AREA H" Pension Fund is required, at a minimum, to increase the commercial/industrial journeyman current Pension contribution rate of \$7.29 to \$10.13 by December 31<sup>st</sup>, 2021. In an effort to meet this obligation, it has been decided that future payments by the Employer will result in a reduction of \$2.84/hr going to the Annuity and an increase of \$2.84/hr to the IUPAT Industry Pension Fund. For each hour, or portion thereof, for which a Residential Journeyman receives pay, the Employer shall make a minimum contribution of \$2.37/hr to the IUPAT Industry Pension Plan. All Apprentice Pension contributions shall be at least the minimum percentage as outlined in this Agreement.

## **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 on or before the twentieth (20<sup>th</sup>) day of each month for the previous work month to Combined National Fund, PO Box 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 (\$0.05) for each hour that I receive pay (or from each regular paycheck \$2.00 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 20<sup>th</sup> 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, PO Box 79128, Baltimore, MD 21279-0128. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to this contribution, should same occur.

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

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

Name \_\_\_\_\_ Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_

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

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

### **ARTICLE XXIII** **Contributions to District Council Fringe Benefit Funds**

**Section 1.** Commencing with the 30th day of July, 2012, 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 and District Council No. 91 approved Health and Welfare 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 and/or the current Appendix A 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 covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.
- (d) The payments to the Pension, Welfare, Apprentice, and 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.

## **ARTICLE XXIV**

### **Job Stewards**

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

The duties of the job stewards shall be as follows:

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

The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any Employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. The job steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of steward and so long as he or she has the qualifications and ability to perform the available work. The job steward shall be the first person offered overtime, provided he/she has the qualifications

and ability to perform the available work. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

## **ARTICLE 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.

## **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 (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

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

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

## **ARTICLE XXVII**

### **Subcontracting**

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

Section 2. In the event that the Employer shall contract out, subcontract, or outsource any bargaining unit work, whether or not job site or other work encompassed by Section 1 hereof, the Employer must notify the Union as to the identity of the contractor or subcontractor to which the work will be assigned within 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, all necessary personal protective equipment and instructions on proper use of such equipment. The Employer shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. If at any time, in the opinion of an Employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions, the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such defective, improperly maintained, inappropriate personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment.

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

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

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

## **ARTICLE XXIX** **Journeyperson Upgrade Training**

A program shall be offered by the District Council Training Program for advanced or upgraded journeyperson training for all journeypersons working under this Agreement. Journeypersons shall be required to take such courses on his or her own time. All journeymen have to successfully complete the following training: OSHA 10, OSHA 30, First-Aid/CPR, Scaffolding and Boom & Scissors.

## **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 Journeyperson.** An entry level journeyperson 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 journeyperson must complete four thousand (4,000) hours of employment for signatory Employers in the classification of entry level journeyperson, and also complete all mandatory certified health and safety training, as well as other courses that may be deemed appropriate by the Finishing Trades Institute of DC 91, to be eligible for reevaluation as a journeyperson. A ratio of three (3) journeypersons to one (1) apprentice must be met by an Employer before entry level journeypersons can be employed. Once appropriate ratios are satisfied, entry level journeypersons may be utilized at a ratio of one (1) entry level journeyperson for every four (4) employees. This provision notwithstanding, the Finishing Trades Institute of DC 91, upon evaluating the skills and abilities of any new employee/applicant may certify the individual as a full journeyperson, notwithstanding whether the individual graduated from an IUPAT-affiliated Apprenticeship Program when the Finishing Trades Institute of DC 91, has determined that the individual possesses substantially all skills of a trained journeyperson. Employees/members who have achieved full journeyperson status prior to the date of this Agreement shall be considered journeypersons within the meaning of this provision and may not be paid the "entry level" journeyperson rate. In addition, the Business Manager/Secretary Treasurer shall be empowered, in his/her discretion, to waive the ratios set forth herein and permit use of entry level journeypersons based on manpower availability.

Upon completion of the evaluation an entry level person may be placed into the 1<sup>st</sup> or 2<sup>nd</sup> or start of the 3<sup>rd</sup> 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 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 payroll 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 of ten cents (\$0.10) 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.

D. In those cases in which an upstarting Local Employer (within the jurisdiction of District Council 91) cannot obtain the required bonding, the escrow deposit or an irrevocable letter of credit, the contractor may become signatory providing the contractor signs a Memorandum of Understanding agreeing to pay the fringe benefits weekly for the first six months of becoming signatory. Once six months has expired, the contractor must be able to fulfil the surety bond requirement or line of credit in the amount of Ten Thousand Dollars (\$10,000) bond requirement the signatory contractor must obtain the Twenty Five Thousand Dollar (\$25,000) requirement as outlined in Sections A, B or C above.

E. ALL OUT OF AREA Contractors (not within the geographical jurisdiction of District Council 91) who would like to perform work within District Council 91 MUST provide District Council 91 with a Surety of Wages and Fringes of Twenty Five Thousand Dollars (\$25,000) as outlined in Sections A, B, or C above. NO WORK is to be started within the District Council 91 until this requirement has been met. Failure to comply with this section will be subject to charges filed with the Joint Trade Board and possible minimum fine of Two Thousand Five Hundred Dollars (\$2,500.00).

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. Out of Area Contractors Job Reporting Form.** An out of area contractor job reporting form approved by Painters Local 460 "Area H" and the Finishing Contractors Association of Northwest Indiana must be filed with District Council 91 by ALL Out of Area Contractors prior to the commencement of any and all work within the jurisdictional boundaries of Painters Local 460 affiliated with District Council 91. Failure to comply with this requirement may result in charges to be filed with the Joint Trade Board and a possible Two Thousand Five Hundred Dollar (\$2,500.00) fine.

## **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.

## **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 the 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** **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 XXXIII** **General Savings Clause**

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

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

### **ARTICLE XXXIV** **Duration Clause**

**Section 1.** This Agreement shall be in full force and effect from June 1, 2025, to and including May 31st, 2028 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 May 31, 2028, or May 31st of any subsequent contract year.

**Section 2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to May 31, 2028, or May 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.

**IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year noted above.**

**SIGNED FOR THE INTERNATIONAL UNION  
OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 91**

**BY:**

**Ryan Schweizer**

**Business Manager Secretary-Treasurer**

**May 27, 2025**

**Date**

**SIGNED FOR THE FCA-NWI**

**BY:**

**Anthony J Bochniak**

**NAME**

**Chairman of the Board**

**TITLE**

**May 23, 2025**

**DATE**