

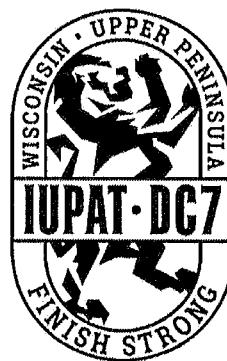
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PAINTERS & ALLIED TRADES,
DISTRICT COUNCIL NO. 7, AFL-CIO**

AND THE

**PAINTING, DECORATING AND DRYWALL
CONTRACTORS IN THE
LOCAL UNION 108 & 934 JURISDICTIONS**



June 1, 2024 - May 31, 2027

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AGREEMENT

This Agreement is made and entered into this 1st day of June 1, 2024, by and between the painting and drywall finishing contractors of Kenosha, Walworth, and Racine County, Wisconsin hereinafter referred to as the Employer, and District Council No. 7, Local Union 108 and 934 affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the "Union".

ARTICLE 1 Recognition

The Employer hereby recognizes IUPAT District Council No. 7, Local Union 108 and 934 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

ARTICLE 2 Scope of Bargaining Unit and Work Jurisdiction

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of "painter" and "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.

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

Wall Covering work will include, but not limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl's, flexible woods, fabrics, and borders; (2) 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.

Within the meaning of the provision, drywall finishing work will include, but not limited to; (1) 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 limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads. Patching and sanding is within the system of preparing surfaces for finishes, (2) All stucco and Dryvit systems will be performed by members of this International Union.

ARTICLE 3

Out-of-Area Jurisdiction

The geographic jurisdiction of the Union party to this Agreement is for the counties of Kenosha, Walworth and Racine, State of Wisconsin.

Section 1. The Contractor or the Employer party to this agreement, when engaged in work outside the geographical jurisdiction of District Council No. 7, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

Section 2. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the IUPAT affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided, further, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last provision, 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.

Any employer whose principal place of business or home office is located outside the geographical jurisdiction of Painters District Council No. 7 shall notify the Union in writing prior to beginning any work. The employer

shall list their name, location and start date. Notification shall be sent to: Painters District Council No. 7, P.O. Box 189, Big Bend, WI 53103-1089. Upon receipt of the notification letter, Painters District Council No. 7 will provide the employer with a memorandum of Understanding that must be executed before work begins at the site. In the event an employer fails to comply with this action, the Union may submit this violation for resolution by the Joint Trade Board.

ARTICLE 4 **Union Security**

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. In the event that such worker fails to comply with this Section the Union shall notify the Employer and the Employer shall discharge said worker within forty-eight (48) hours.

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 5 **Dues and Administrative Fees Check-off Provision**

- 1) Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:
 - a) The Union will notify the Employer in writing of the amount of administrative dues specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable by-law provision.
 - b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
 - c) On or before the 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 during the applicable period.

- d) If a contractor fails to make Administrative Dues payment, the Employer shall be liable for all costs of collection of these payments together with the attorney fees.
- 2) When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representative (or Business Manager) "assessment," the Employer shall check off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative/ Business Manager "assessment" in the amount stated in that other union's bylaws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section (1) a-c will be followed, except that it shall be the responsibility of said other union to notify the Employer in writing of the amount of administrative dues or business representative/Business Manager "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other union contain no provision for administrative dues or business representative/Business Manager "assessment," the Employer shall continue to be bound by Section (1).
- 3) The obligations of the Employer under Sections (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.
- 4) At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy to be retained by the Employer, one copy retained by the employee, and the third returned to the Union, the form to be supplied to such Employer by the Union.
- 5) On or before the tenth (10th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

ARTICLE 6 **Function of Management**

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

to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

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

ARTICLE 7 **Efficiency of Operations**

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

ARTICLE 8 **Drug-Free and Alcohol-Free Workplace** **Substance Abuse Testing and Assistance Program**

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Signatory Contractor and Local Union No. 108 and 934 of the International Union of Painters and Allied Trades, AFL-CIO. The term "Contractor" or "Company" when used herein refers to the construction industry contractors who are signatory to a collective bargaining agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees covered by the Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 2014-2018 collective bargaining agreement.

1) PURPOSES:

- a) To establish and maintain a safe, healthy working environment for all employees;
- b) To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- c) To reduce substance-related accidental injuries to persons or property;
- d) To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;
- e) To provide rehabilitation for qualified and eligible employees who seek help;
- f) To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
- g) To deter individuals from bringing, possessing, or using alcohol or drugs in connection with work;

- h) To clearly state the commitment of construction contractors and the effects of illegal drug use; and
- i) To comply with any Law or regulation requiring such program.

2) POLICY:

a) GENERAL PROVISIONS

- i) The Contractor prohibits the use, possession, or distribution on its premises or work site of the following: narcotics, illegal or unauthorized drugs (including marijuana). Employees must not report to work impaired by any drug, intoxicant, or narcotic. Legally prescribed drugs may be permitted on company premises or work sites, provided the drugs are contained in the original prescription container and are prescribed by medical practitioner for the current use of the person in possession of the drug.
- ii) The Contractor prohibits the use, possession, and distribution of alcoholic beverages, or the presence of personnel impaired by such beverages on its premises or work site. The only exception to this policy is the possession of unopened and sealed alcoholic beverages, which are permitted in personal vehicles and on Company property.
- iii) The Contractor reserves the right to have authorized personnel conduct any additional substance testing mandated by law.
- iv) At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing, or distributing any illegal substance as described in Item 1 of this section, will be reported to the civil authorities.
- v) Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace, to his or her superior within five (5) days of such conviction.
- vi) Where a contracting agent requires testing of contractor employees other than as is provided for in this policy, the project owner, the Union and the Contractor shall meet to find a mutually satisfactory solution for the particular project.

b) PRE-EMPLOYMENT SCREENING

- i) All signatory contractors may engage in pre-employment drug testing of employees covered by the 2018-2021 Painters Local Union No. 108 and 934 agreement, as long as the pre-employment testing procedure is done as provided in the Substance and Abuse Testing and Assistance Program Policy, and the contractor agrees to pay for the cost of the test. Successful passing of such test will be required before applicants will be eligible for employment.

c) POST-EMPLOYMENT TESTING

- i)

- (1) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs, as defined in this section, will be subject to discipline up to and including suspension, and be required to undergo a drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is impaired by a controlled substance (slurred speech, in appropriate behavior, decreased motor skills, etc.).
- (2) A contractor may also require testing where an employee caused a work-related accident or where an employee was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident which resulted in a significant recordable injury as defined in OSHA regulations, or significant damage to property and for which the cause of the accident is not readily explainable.
- (3) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by alcohol will be required to undergo a test for blood alcohol content. If the test is positive, the employee shall be subject to discipline up to and including suspension. Those circumstances, both physical and psychological, deemed to be pertinent, will be given consideration. "Reasonable suspicion" is defined, for purposes of this subsection, as in subsection i) (1), above.
 - ii) Whenever possible, before an employee is required to submit to testing under this policy, the employee must be observed by more than one individual.
 - iii)
 - (1) All positive tests for controlled substances will be confirmed with a second reliable testing method. Initial testing will be of the immunoassay type, with all confirmation testing being by gas chromatography/mass spectrometry. The testing lab will be certified for Federal Workplace Drug Testing program. Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.
 - (2) The Employer and the Union will select by mutual agreement a reputable laboratory to perform actual testing. The testing agency must be certified by State or Federal government health authorities as a Medical Laboratory, and must meet the regional requirement for forensic standards. Testing must be performed by a certified toxicologist on equipment exclusively dedicated to testing. An unbroken chain of custody of the specimen, from the time it was taken from the employee through the time the Laboratory tests the specimen, shall be preserved. Tamper-proof sample-handling methods must be observed. The Laboratory must follow the test manufacturer's instructions in both administration of the test, and the reporting of results as "positive" or "negative".
 - (3) At the request of any employee tested under the drug and alcohol testing procedure contained in this agreement, a portion of the original specimen(s) shall be preserved for private testing by the employee, at his or her own expense, by an independent Laboratory in the event questions are raised concerning the accuracy of the test administered at the request of the employer. The

additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract; however, if and only if the methodology employed is substantially identical and equivalent to the methodology authorized in this article.

(4) Testing for blood-alcohol content will be by blood analysis or breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than the current Wisconsin State Motor Vehicle regulation.

- iv) In the event the test indicates a negative result, the employee shall be immediately reinstated, and paid any wages and benefits that would have been paid had his/her work hours not been interrupted by the test. This is considered full reinstatement.
- v) In the event of a positive confirmatory test for a controlled substance, or a positive test for blood alcohol content, the employee will be referred to participate in the Employee Assistance Program of the Health Fund. Strict adherence to the guidelines and recommendations, medically recommended, from that program will, for a first violation, avoid severe discipline or termination, except where the employee was impaired at the time he was involved in an accident involving a serious injury or substantial damage to property, or where the employee was involved in and convicted of property theft from the contractor or a contractor's customer.
- vi) If an employee who tested positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues and successfully completes the required or recommended aftercare program.
- vii) If an employee refuses to be tested for substance abuse, he/she will remain on suspension for a maximum of thirty (30) days. A negative test in this 30 days will make the employee eligible for reinstatement providing he or she continues and successfully completes any required or recommended aftercare program. Continued refusal to submit to drug screening after the 30-day period, if recommended by an E.A.P. counselor, will subject the employee to severe disciplinary action up to and including termination.

3) COUNSELING OR TREATMENT

- a) The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers, and/or medical assistance centers.
- b) If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
- c) If an employee participating in the treatment program prescribed does not comply with the recommendations, advice, or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph 4, "Rehabilitation."

- d) Prior to the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up confirmatory test as per Post Employment Test Item 3. These tests shall be at the Contractor's expense.
- e) The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature, unrelated to the employment of the employee, or any other legitimate concern of outside parties; therefore, to protect the employee's rights, any test results shall be disclosed only to employer, employee, authorized union agent, or the testing lab.
- f) Within three (3) working days of notification, by certified letter or hand delivered with receipt, of a positive test result, an employee may request that the Laboratory retest the original sample, at his expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

4) REHABILITATION

- a) Any employee, who feels that he or she has developed an addiction or dependence to alcohol or drugs, is encouraged to seek assistance. Requests for assistance shall be handled in strict confidence through the E.A.P.

5) MISCELLANEOUS PROVISIONS

- a) 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 current or future customer mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of such substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident and random where allowed by law.
- b) An appropriate notice to employees concerning the existence of this program, the treatment and counseling available, as well as the penalties described above, shall be communicated to employees under the Agreement.
- c) Neither the Employer Association(s) nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

This program and policy statement is intended to protect the Contractor's most valuable asset, namely its' employees. The health and safety of all employees and the general public is of the utmost concern. The above-presented program will help insure a safe work place for all.

EXHIBIT A CONSENT TO BREATH AND/OR BLOOD TEST

I hereby voluntarily consent to a breath test or to a blood test including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program ("SATAP"). I acknowledge that I have been given notice of

SATAP and that I understand the Program, and that the test results may be disclosed to the employer, testing laboratory, and to me.

Date

Date

EXHIBIT B
CONSENT TO URINALYSIS

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program ("SATAP"). I acknowledge that I have been given notice of SATAP and that I understand the program.

(Complete if applicable) In addition, having been informed that I will be tested today in accordance with SATAP, I hereinafter have listed the following industrial chemicals I have been exposed to in the last 21 days:

1. _____
2. _____
3. _____

Date

Date

ARTICLE 9
Enhancing the Ability of Signatory Employers
to Be Competitive When Bidding on "Prevailing Rate Work"

Section 1. On a project where government prevailing wage and/or fringe benefit rates apply, the Employer will pay the greater of either the posted prevailing wage and fringe benefit package for the project or the applicable wage and fringe benefit package for the project set forth in this Agreement.

Section 2. When the Department of Labor or any other government agency, federal or state, conducts a wage survey for prevailing wage information, the Employer will provide all necessary and pertinent information, including, but not limited to, job listings, man hours, wages, fringe benefit amounts and contributions and any other information needed to complete the survey.

ARTICLE 10
No Strikes/No Lockouts

During the term of this Agreement, and any extensions thereof, the District Council (or Local Union) shall not authorize, encourage or participate in any strike, work stoppage, or 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 11

Dispute Resolution

- 1) The Union and the Association shall establish and maintain a Joint Trade Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary; to serve such terms as may be agreed upon by the Board, provided that one such officer is a Union appointee and one an Employer appointee.
- 2) The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them or between employees covered by this Agreement and the Employer, concerning the interpretation or application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.
- 3) The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages, and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.
- 4) All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.
- 5) The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.
- 6) No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.
- 7) Decisions, awards, or orders of the Joint Trade Board shall be final and binding.
- 8) In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as the representative of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.
- 9) The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

- 10) The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.
- 11) If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) [or the American Arbitration Association (AAA)]. On receipt of such a list, the chairman and secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS [or AAA]. The decision of the arbitrator shall be final and binding.
- 12) With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion: (a) terminate this Agreement by 48 hours written notice to such Employer, or (b) continue this Agreement in effect but not be bound or restricted by any "no strike" clause or similar obligation hereunder, and/or (c) resort to any legal recourse available to it, including a job action or strike.
- 13) There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.
- 14) Notwithstanding Sections 11 and 12, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.
- 15) The remedies and sanctions specified in 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 12

Hiring

Section 1. The Employer shall have entire freedom of selectivity in hiring, provided there shall be no discrimination on the part of the Employer against any employee for any Union activity.

Section 2. In the employment of workers for all work covered by this Agreement the following provision shall govern:

- 1) The union shall establish and maintain an open and non-discriminatory employment list for employment of workers of this particular trade, including journeyperson painters and journeyperson drywall taper and finishers, and indentured apprentices previously employed by employers who have contracts with the Union and non-member workers who may make application for a place on the list.
- 2) Whenever desiring to employ workers the Employer shall call upon the Union or its agent for such worker, as he may need from time to time.
- 3) The Union or its agent will furnish each such required competent worker entered on said list to the Employer, if available, by use of a written referral card and will furnish such workers from the Union's open listing in the manner and order following:
 - a) The specifically named workers who have been recently laid off or terminated by an Employer now desiring to re-employ the same workers provided they are available for employment.
 - b) Workers who have been employed by employers who have had contracts with the Union during the previous ten (10) years.
 - c) Workers whose names are entered on the list above referred to and who are available for employment.
- 4) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union, nor there be discrimination against any Employee because of union membership or activities. Neither the employer nor the union shall discriminate against any applicant for employment, or any employee because of race, sex, color, religion, age or national origin.
- 5) Where the Employer desires to employ workers who are working for another contractor, with such other Employer's consent, for a temporary period, he shall not be required to call upon the Union or its agent for such workers.
- 6) Reasonable advance notice (but not less than one working day) shall be given by the Employer to the Union or its agent upon ordering such workers; and in the event that the Employer shall not hire any workers furnished by the Union, within 24 hours after the expiration of such notice, the Employer may procure workers from any other source or sources. If workers are so employed, the Employer shall require the workers to register name, social security number and place of employment at the Union office before the Employer puts the workers to work.

Section 3. In the application and operation of the hiring arrangements set forth in this Article the following standards shall be complied with:

- 1) The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union memberships, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy or requirement.
- 2) The Employer may retain the right to reject any applicant referred by the Union.
- 3) The Union shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of its hiring arrangements, including the provisions herein set

forth. The Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning and operation of the hiring arrangements including these provisions.

- 4) Discharge Notice. The Employer is to furnish written notice to the employee when discharging or dismissing him from his employment. The Employer may not discipline any employee for the purpose of evading this Agreement or discriminate against union members. However, an employee may be discharged for just cause.

ARTICLE 13 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 Local 108 and Local 934 Joint Apprenticeship Program. 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 may employ and train apprentices with the following suggested maximum ratio to journeyperson workers employed by the Employer:

One (1) apprentice per two (2) journeypersons
Two (2) apprentices per four (4) journeypersons, (etc.)

Section 3. Employer may employ one (1) apprentice for the first journeyperson, thereafter at a ratio of three (3) journeypersons to one (1) apprentice, in conformance with State standards.

Section 4. Each contractor that has 10,000 or more employment hours during the preceding year must employ an apprentice, if available, for a minimum of 1,200 hours.

Section 5. An employer not in compliance with Section 4 of this Article is required to pay, and will remit to the IUPAT DC7 Apprenticeship Training Fund, an additional \$0.50 per hour above the amount specified in this agreement.

Section 6. An apprentice in the last year of their apprenticeship may take charge of any job, and work alone without journeyperson supervision.

Section 7. Joint apprentice committee members shall be appointed for a three (3) year term. One (1) association member and one (1) union member becoming eligible for reappointment each year. They shall also be trustees of the Apprenticeship, Education, and Training Trust Fund.

ARTICLE 14
Journeyperson Wages

Section 1. Effective June 1, 2024 – May 31, 2025, there is a \$2.00 per hour increase as stated below.

Painter and Decorator Journeyperson
Local Union 108

Employer Paid:		Per Hour
Journeyperson Painter Base Rate – On Check		42.04
Health – Painters LU 781 Health Fund		10.50
Pension – IUPAT Local 108 Pension Fund		10.70
Apprenticeship - DC7 Apprenticeship & Training Fund:		1.75
Kept by the Apprenticeship Fund	1.30	
LMCI - Labor Management Cooperation Initiative	.10	
FTI - Finishing Trades Institute	.10	
LMCTF - Labor Management Cooperative Trust Fund	.20	
CBG – Construction Business Group	.05	
Total Package		64.99

Painter and Decorator Journeyperson
Local Union 934

Employer Paid:		Per Hour
Journeyperson Painter Base Rate – On Check		38.67
Health – Painters LU 781 Health Fund		10.50
Pension – IUPAT Industry Pension Fund		14.07
Apprenticeship - DC7 Apprenticeship & Training Fund:		1.75
Kept by the Apprenticeship Fund	1.30	
LMCI - Labor Management Cooperation Initiative	.10	
FTI - Finishing Trades Institute	.10	
LMCTF - Labor Management Cooperative Trust Fund	.20	
CBG – Construction Business Group	.05	
Total Package		64.99

Effective June 1, 2025, there will be \$ 2.00 per hour increase. All increases shall be allocated between wages and/or fringe benefits prior to their implementation dates at the discretion of the union.

Effective June 1, 2026, there will be \$2.00 per hour increase. All increases shall be allocated between wages and/or fringe benefits prior to their implementation dates at the discretion of the union.

Section 2. Special Wage Rates.

- 1) Gliddwall/Insulaid. Gliddwall/Insulaid work shall be paid an additional \$1.00 per hour.
- 2) Lead Abatement. Lead Abatement work shall be paid an additional \$.75 per hour.

- 3) Special Coatings. Special Coatings work shall be paid an additional \$1.00 per hour.
- 4) Swing Stage Work. Swing stage work shall be paid an additional \$.20 per hour for the complete drop of the Swing Stage, except for such portions of the building, which can be reached from a stepladder. Swing Stage rate is also to be paid on all exterior rolling scaffold work over two (2) stories. Work on the exterior ledges on commercial or industrial buildings over two (2) stories shall also be a Swing Stage scale.
- 5) Structural Steel and Bridge Painting. Open, unenclosed skeleton steel structures; all work above the ceiling line in industrial buildings, all bridges, and new or old traveling cranes shall be paid an additional \$.15 per hour.
- 6) Spray Painting. Spray painting work shall be paid an additional \$1.00 per hour. Spray Painting Helper shall be paid an additional \$.50 per hour when working with commercial and industrial work.
- 7) Drywall Tapers/Finishing Tool. Drywall tapers and Finishing Tool work shall be paid an additional \$.50 per hour when using the bazooka, box, power applicators. The angle head and nail spotter are not included in this rate. Only fully trained apprentices or journey workers will receive the Drywall Tapers/Finishing Tool rate.
- 8) Only one premium rate will be paid as listed above.
- 9) Apprentices shall receive all special wage rates as indicated above.

ARTICLE 15 Apprentice Wages

The following scales of apprenticeship wages shall apply to all apprentices hired.

Apprentice - 1 st	0 – 780 Hours	50% of Journeyperson Rate
	781 – 1560 Hours	55% of Journeyperson Rate
Apprentice - 2 nd	1561 – 3120 Hours	65% of Journeyperson Rate
Apprentice – 3 rd	3121 – 4680 Hours	75% of Journeyperson Rate
Apprentice – 4 th	4681 – 6240 Hours	85% of Journeyperson Rate
Provisional	6240 – Up to 4 Years	95% of Journeyperson Rate

ARTICLE 16 Payment of Wages

Section 1. Employees shall be paid weekly on a day designated by the Employer. Paychecks can be direct deposited to the employees' bank accounts, may be mailed to the employees, or picked up at shop. No more than five (5) days wages may be withheld at any time from a paycheck.

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

Section 3. Employees who quit, laid off, or terminated need not be paid until the next regular payday provided that all company provided equipment is returned in working order.

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

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

ARTICLE 17

Work Day and Work Week: Overtime and Shift Premiums

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

Section 2. The regular workday shall consist of eight and one-half (8 1/2) consecutive hours in the shop or on the job. This shall consist of eight (8) working hours with a one-half (1/2) hour unpaid lunch period at approximately the midpoint of the shift between 7:00 a.m. and 4:30 p.m. If mutually agreed, an employee's start time may be adjusted with prior notification to the Union. 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 workdays Monday through Friday.

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.

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

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

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

Section 7. For all second and third shift work, the Employer shall pay all employees a shift differential of \$2.00 per hour above the applicable wage scale. When half or more of the hours are performed after 2:00 p.m. it shall be considered second shift and will be paid at a rate of two dollars (\$2.00) over the base rate. It is agreed that applicable premium wages will be paid between the hours of 7:00 p.m. Friday and 7:00 a.m. Monday.

On established weekly night shifts starting after 10:00 p.m. Sunday, or upon a mutually agreed upon starting time between employer and employee, and upon notification of the union, work can be performed on Sunday–Thursday at regular rate pay, plus night premium.

Section 8.

- 1) Sunday work shall be defined as work commencing after 5:00 p.m. on Saturday, and work performed from 5:00 p.m. on Saturday to 7:00 a.m. on Monday.
- 2) Time worked on Sunday on new construction, major renovations or work not covered by subparagraph (3) below, shall be paid at the rate of double time. A “major renovation” is defined as a project on which more than two (2) building trades crafts perform work, with the exception of plant shutdown work.
- 3) Renovation work, except major renovations as defined in paragraph (2), and plant shutdown work performed on Saturday or Sunday, as defined above, shall be paid at the rate of time and one-half. “Plant shutdown work” shall be defined as work where all or a portion of a customer’s facility is shut down so that the contractor can perform its work.

Section 10. There shall be no pyramiding of overtime payments required by this Article.

ARTICLE 18 **Breaks and Clean-Up Time**

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

- 1) 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.
- 2) 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.
- 3) On projects scheduled for longer than eight (8) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first eight (8) hours worked.

Section 2. Clean-up Time. All employees shall be given sufficient personal clean-up time, on the clock, prior to lunch and immediately prior to quitting time. A maximum of five (5) minutes before lunch and a maximum 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 19

Holidays

The following days shall be recognized as unpaid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. For the purpose of this agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday and any holiday falling on a Saturday shall be observed the preceding Friday; without pay. All work performed on these recognized holidays shall be paid for at double the regular rate. No work shall be performed on Labor Day except in case of emergency or to protect lives or property, and then only after permission has been requested and granted by the Union or its representative.

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

ARTICLE 20

Reporting Pay

- 1) Any employee reporting to work at the Employer's regular scheduled 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.
- 2) Any employee who reports to work and for whom no work is provided shall receive no less than two (2) hours pay, except, where the employer has no control over the ability to put the worker to work.
- 3) Any worker leaving the Employer's shop at his/her starting time for a specific job shall begin to receive regular pay from that time. He/she shall suffer no loss of time if unable to get to the job that day because of an accident or causes beyond his/her control. It is the intent of this Article that the workers make all reasonable effort to get to the job. The second sentence shall apply on jobs over ten (10) miles away. Extreme cases shall be referred to the Painters Joint Trade Board.

ARTICLE 21

Travel Pay

or home, whichever is closest to the jobsite

Section 1. The Employer provides compensation starting after the 35th mile from Highway KR and 31 or home, whichever is closest to the jobsite. The Employer's free zone shall be the 35-mile radius from Highways KR and 31 or home, whichever is closest to the jobsite. Travel from 35 to 70 miles shall be paid at the rate of sixteen dollars (\$16.00) per day. Travel over 70 miles is to be paid at the rate of thirty-five dollars (\$35.00) a day, or actual expenses, (overnight stay, etc.), whichever is greater.

ARTICLE 22

Fringe Benefit Trust Funds

Section 1. Contributions. During the term of this Agreement, each Employer covered by the Agreement shall pay the sum per hour for each hour worked by all employees covered by this Agreement, as specified under ARTICLE 14 to the Trustees of the:

1) Health Fund

- a) The Milwaukee Painters Local 781 Health & Welfare Fund – Local Union 108 and Local Union 934 employees:
 - i) The contribution rate of \$10.50 shall be payable, per employee on all hours worked, to Painters LU 781 Health Fund, Box 88668, Milwaukee, WI 53288-0668.
 - ii) Health contributions for apprentices shall be paid at the same rate and hours as for journeyperson commencing on the 183rd calendar day following the employee's first day of employment in the industry.
 - iii) In the event that the contribution rates for the Milwaukee Painters Local 781 Health and Welfare Fund shall increase over and above those stated herein during the term of the contract, the base rate shall be adjusted downward to the extent of the increase and be remitted to the fund by the Employer.
 - iv) In the event that the State of Wisconsin or the federal government enacts a national health care plan, which becomes effective during the term of this Agreement, the Employer's contribution to the Health Fund shall either be reduced by the amount of the Employer's contribution to the government health care plan, or the Health Fund shall pay the Employer's contribution to the government health care plan, up to the amount of the Employer's hourly contribution rate, and the hourly contribution of the Employer shall not be reduced.
 - v) If the Employer's contribution to the government health care plan and contribution to maintain the remaining health care benefits from that agreement is less than the hourly contribution rate to the Health Fund, the remainder shall be added to the base hourly wage rate of the bargaining unit employees.

2) Pension Funds

- a) IUPAT Local Union 108 Pension Fund - Local Union 108 Employees:
 - i) The contribution rate of \$10.70 shall be payable, per employee on all hours worked to Wisconsin Glaziers & Glassworkers Money Purchase Fund c/o BMO Harris Bank P.O. Box 88089 Milwaukee, WI 53288-0089.
 - ii) In the event that the IUPAT Local Union Pension Fund contributions shall increase over and above those stated herein during the term of the contract, the base rate shall be adjusted downward to the extent of the increase, and be remitted to the fund by the Employer.
- b) IUPAT Industry Pension Fund – Local Union 934 Employees:
 - i) The contribution rate of \$14.07 shall be payable, per employee, on all hours worked to IUPAT Industry Pension Fund, P.O. Box 92869, Chicago, IL 60675-2869.

- ii) In the event that the IUPAT Industry Pension Fund contributions shall increase over and above those stated herein during the term of the contract, the base rate shall be adjusted downward to the extent of the increase, and be remitted to the fund by the Employer.
- 3) Training Fund
- a) The IUPAT DC7 Training Trust Fund – Local Union 108 and Local Union 934 employees:
 - i) The contribution rate of \$1.75 shall be payable, per employee on all hours worked to IUPAT DC7 Apprenticeship Fund, Benefit Plan Administration, 11270 W. Park Place, Suite #950, Milwaukee, WI 53244.
 - (1) Included in the \$1.75 contribution is \$.10 per hour contributed to the IUPAT Labor Management Cooperation Initiative (LMCI), \$.10 per hour contributed to the IUPAT Finishing Trades Institute (FTI), and \$.20 per hour contributed to the Labor Management Cooperation Trust Fund (LMCTF), \$.05 to Construction Business Group (CBG) and the balance of \$1.30 remains in the fund.
 - ii) In the event that the IUPAT DC7 Apprenticeship Fund contributions shall increase over and above those stated herein during the term of the contract, the base rate shall be adjusted downward to the extent of the increase, and be remitted to the fund by the Employer.

All payments to these funds shall be made not later than the 20th day of each month following the month for which payment is being made. All payments shall be made by separate checks to each fund and mailed to the respective fund offices.

Section 2. The parties to this Agreement, and all Employers covered hereby, agree to be bound by all of the terms of the Trust Agreements concerning the establishment, administration, and operation of the Trust Funds referred to in Section 1, as amended from time to time, and further, agree to be bound by all of the Actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreements. The parties to this Agreement and all Employers covered hereby accept as Trustees the Trustees appointed under and in accordance with each such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with each such Trust Agreement. The Employers and Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. Payments to the fringe benefit funds provided for under this agreement are to be made at the end of each month in which the work was performed, but no later than the 20th day of the following month, after which time payments will be considered to be delinquent. In the event an employer becomes delinquent in its payments to the Funds provided for in this agreement, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment, in such event, such employer shall be assessed by the Trustees as liquidated damages at the rate of two and one-half percent (2.5%), not to exceed twenty percent (20%) of such delinquent payments, and further such delinquent employer shall be required to pay interest at a rate of one and one-half percent (1.5%) per month on the unpaid and delinquent balance (including unpaid liquidated damages, if any) owed. In the event any of the Funds provided for in this agreement refer the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charge, reasonable attorneys' fees and any other costs, and expenses reasonably arising in connection with any collection action.

Section 4. The Employer shall promptly furnish the Trustees of the Funds or to their authorized agents on demand, all necessary employment, personnel or payroll records relating to former or present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Funds. The Trustees or their authorized agents may examine such employment; personnel or payroll records whenever such examination is deemed necessary by the Trustees or its authorized agents, in connection with the proper administration of the Funds.

Section 5. Each Employer signatory to this Agreement shall secure a surety bond or its equivalent, in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), if employing five (5) or less employees, and the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) if employing more than five (5) employees covered by this agreement. Copies of the bond shall be furnished to Painters District Council No. 7. Painters District Council No. 7 shall have the right to, at its discretion, request proof that the bond is in effect. The terms of the bond set forth a guarantee of payment to the fringe benefit funds provided for the Employer's Agreement with the Union.

In the event that the Employer becomes more than two (2) months' delinquent, the Employer shall increase the bond amount by fifty percent (50%).

A newly signatory Employer shall, within six (6) months, obtain said bond. During the six (6) month period, the Employer must post a Two Thousand and 00/100 (\$2,000.00) cash bond or its equivalent at a financial institution designated by Painters District Council No. 7.

ARTICLE 23

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. Any journey worker, who violates any provision of this Agreement, shall be penalized by the Painters District Council No. 7 in the manner provided for in the IUPAT Constitution and Bylaws governing this Union.

ARTICLE 24

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. Subcontracting by Employees. No employee of the Employer shall do any contracting or subcontracting at any time. Any employee who violates this provision will pay whatever fines that are determined by the Union. All fines of all union members will be determined solely by District Council 7. This section shall in no way conflict with the by-laws or the General Constitution of the International Union of Painters and Allied Trades, AFL-CIO.

ARTICLE 25

Safety

Section 1. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury, or accident occurs.

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

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

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

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

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

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

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

Section 8. All members of the International Union of Painters and Allied Trades District Council No. 7/Local 781 under this Agreement, shall be required to have their "Card-Smart" Identification within the first six (6) months of membership.

ARTICLE 26 **Mandatory Journeyperson Upgrade Training**

Section 1. A program will be offered by the District Council (or Local Union) Apprenticeship Program with the oversight of the Labor Management Cooperation Committee for advances or upgraded journeyperson training for all journeypersons working under this Agreement. Journeypersons shall be required to show certificates of completion of updated journeyperson classes taken during off hours without pay. Each journeyperson is to complete a minimum of one (1) approved journeyperson upgrade class per year (minimum of 8 hours) either offered by the Union, or the Employer with the approval of the Union Training Coordinator.

The District Council (or Local Union) is obligated to keep current lists of all completed coursework. If an Employer gives a class, he/she will be responsible to forward certification list to the Union.

In the event that a journeyperson is not in compliance with the continuing education requirements of this agreement, the journeyperson's name shall be added to a list of non-compliant union members posted on the Union's website.

ARTICLE 27 **Tools**

All employees must present a complete tool kit consisting of putty knives, scraper, duster, hammer, screwdrivers, and pothook. They must at all times be presentable on the job. Shorts may be worn on exterior jobs as long as there are no health and safety hazards, or owner/contractor prohibits such.

Drywall finishers' required tool kits shall consist of taping pans, broad knives, (or hock and trowel), screwdriver, hammer, razor knife, tape holder, putty knife and sanding stick.

Journey workers are expected to present a clean appearance at all time. A change of clean overalls at least once a week is recommended, or more, depending on work conditions.

ARTICLE 28 **One Person Shops**

Anyone signing this Agreement that operates as a one-person shop will fall under the following provisions:

- 1) Participation in the Pension and Health and Welfare funds will be optional.
- 2) All dues and any other assessments related to dues will be paid on all hours worked.
- 3) Apprentice and Training Funds will be paid on all hours worked.
- 4) The owner shall remain a member in good standing of the IUPAT.
- 5) Any other employee doing bargaining union work shall fall under the full provisions of this agreement and will be entitled to pay scale and benefits appropriate to their classification.

ARTICLE 29 **Work Preservation**

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

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

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds,

plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

It shall be the responsibility of both the Employers and journey workers to see that the intent and purpose of all provisions of the Agreement are carried out to their fullest extent so that both parties to the Agreement may receive the maximum benefits thereof.

ARTCLE 30

Joint Trial Board/Board of Agents

Section 1. Members. The Joint Trade Board shall be composed of six (6) members and two (2) alternates. Three (3) members and one (1) alternate shall be appointed by the Business Manager/Secretary-Treasurer of Painters District Council No. 7. and three (3) members and one (1) alternate shall be appointed by the Kenosha and/or Racine Chapters of the Painting and Decorating Contractors of America.

Section 2. Alternates. Alternates may attend the meetings but will not be entitled to vote, except in the absence of a regular member of the Trade Board. The Trade Board shall not vote on any subject unless two (2) members, or a member and an alternate, from both the Union and the Chapter are present and voting. Decisions shall be made by a majority vote.

Section 3. Arbitration. In the case the Trade Board shall fail to agree upon any matter before it, they shall select an impartial arbitrator who shall be satisfactory to all members of the Board and who shall render a decision on the case. When a decision is reached either by the Joint Trade Board or an arbitrator, such decision shall be final and binding upon all parties involved. In the event that the Joint Trade Board and the arbitrator fail to reach a decision on the case, the Joint Board will request that the proper agency of the State of Wisconsin appoint a conciliator to assist in rendering a decision.

Section 4. Meetings. The Joint Trade Board shall hold regular meetings on the second day of each month. They shall also meet at any time deemed necessary by the Joint Trade Board.

Section 5. Officers. At the first meeting, the Board shall elect from its members a chairman who shall preside over all meetings during the ensuing year. They shall also elect a secretary who shall keep minutes and records of the actions of the Trade Board.

Section 6. Authority. The Trade Board shall have the authority to call before them all parties concerned and hear evidence in connection with the case. If, after a thorough investigation and hearing of the evidence the Board finds a signatory contractor guilty, the Trade Board shall take whatever disciplinary action it deems necessary, including fines. When a journey worker member of the Union is found to be guilty of a violation such matter shall be referred to the Union for disciplinary action.

Section 7. Disputes. In a case a dispute shall arise between a Contractor and the Union which the Business Representative of the Union and the Contractor are unable to settle, the Trade Board shall hear all evidence pertaining to the case and use their best efforts to effect a settlement which will be satisfactory to all parties concerned.

Section 8. Transactions. All transactions of the Joint Trade Board shall be so interpreted as an act and actions of the said Board and not as an act or acts of any individual member of the Board.

Section 9. Decisions. Any decision made by the Joint Trade Board shall remain final and binding on all parties concerned.

Section 10. Monies. It is agreed that any funds that become available to the Joint Trade Board shall be used only for the furtherance and promotion of the painting trade.

Section 11. The Board of Business Agents shall be appointed by the BMST of the Union. This board shall meet weekly to discuss and allocate market recovery funds, enforce reporting requirements/hiring ratios of out of area contractors (out of area as defined by their home or local shop/union is out of the geographical jurisdiction of District Council 7), and enforce reporting requirements of out of area workers covered under an IUPAT agreement. This board shall have the authority to fine out of area contractors up to One Thousand Dollars (\$1,000.00) per occurrence, and out of area workers covered by an IUPAT agreement up to Two Hundred Dollars (\$200.00) per occurrence. Fine(s) shall be made payable to the Labor Management Cooperation Trust Fund (LMCTF) within 30 days of the fine(s) being levied subject to appeal to the Joint Trial Board.

ARTICLE 31 **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. An entry level journeyperson is defined as an individual who has not graduated from an IUPAT affiliated Apprenticeship Program and is found to be lacking some skills of the trade. An entry level journeyperson can complete up to fifteen hundred hours (1500) of employment for signatory employers in this classification while their skills are being evaluated. During this 1500 hours, the entry level journeyperson must complete safety training that shall consist of at least OSHA 10, CPR/First Aid, and Aerial Lift Training. Entry level journeypersons may be used at the ratio of one (1) entry level journeyperson per every three (3) employees working in the field.

The pay rate for an entry level journeyperson shall be 75% of regular journeyperson rates. Fringe benefits shall be paid on the first day of employment.

Employees/members who have already achieved 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 have the ability to waive the ratios set forth herein and permit the use of entry level journeypersons based on manpower availability.

At any time during the 1500-hour evaluation, an entry level journeyperson may be moved up to full journeypersons level or placed into the apprenticeship program at no less than the 55% level.

Section 3. Union Right to Verify Compliance by Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this

Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer for the purpose of assuring compliance with the provisions in this Agreement.

Section 4. LMCTF (Labor Management Cooperative Trust Fund (Safety Training Awards Recognition).

- 1) Purpose: To improve safety awareness and records of the industries within the Labor Management Cooperative Initiative.
- 2) Means: A highly publicized annual awards program in which a very substantial prize and lesser prizes are raffled off among accident free employees who have taken extra courses to qualify for participation. Courses to be equivalent to the minimum of one (1) Safety class [minimum of four (4) hours] per year.
- 3) Program Supervision: Joint supervision by Joint Committee of Labor and Management.
- 4) Administrating Agencies: Labor and Management Committee.
- 5) Funding: \$.15 per hour to be deducted from IUPAT DC7 Apprenticeship Fund contribution.
- 6) All Labor Management Cooperative Trust Fund bills to be jointly approved by established committee.

Section 5. Work Related Injury. If available and at the option of the Employer, a journeyperson who has suffered an on the job injury may be offered light duty work based upon the following conditions:

- 1) A journeyperson on light duty shall perform no work customarily performed by a journeyperson painter or journeyperson drywall taper and finisher; whichever trade is applicable, but shall be limited to performing miscellaneous duties at the employer's shop or office location consistent with the employee's light duty restrictions;
- 2) The journeyperson has been released for light duty work by the treating physician;
- 3) The available work is within the limitations for the treating physician's release; and
- 4) The Union shall be notified by the Employer when the journeyperson is offered light duty work.

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the journeyperson's normal rate of pay. All fringe benefits will be paid on all hours worked. In addition, the journeyperson shall continue to receive any appropriated Workers Compensation temporary partial disability payments.

The Employer is required to notify the workers compensation carrier weekly of the journeyperson's hours worked. Failure to do so on a timely basis will make the Employer responsible for any shortage in the journeyperson's temporary disability payment that arises out of the failure to report. In no case will the journeyperson be compensated at the light duty rate for more than six months from the initial return to work on a light duty basis. At the end of the six (6) month period, the journeyperson either returns to full pay or full workers compensation.

Section 6. All contractors must carry liability and worker's compensation insurance to cover their employees, and must provide proof of such coverage to Painters District Council No. 7 upon demand.

Section 7. The Paint rollers must not exceed eighteen inches (18") in width.

ARTICLE 32

Flexibility to Modify Agreement to Expand or Recover Work

- 1) Notwithstanding the provision of paragraph 2 the terms and provisions of this Agreement may be modified by the Business Manager/ Secretary Treasurer of the District Council, at his/her discretion, for the purpose of organizing, holding a job union, maintaining or entering a particular market segment to meet owner mandated rules, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidders signatory with the IUPAT.
- 2) Favored Nations: The Union agrees that if it should enter into an agreement with other contractors or associations which provides for terms or conditions of employment, including wages, which are more favorable than those contained in this Agreement for specific projects, particular segments of the market, for certain geographic areas, or any other reason those same terms and conditions of employment will be made available to the Employer. The District Council must notify the Employer of such agreements in advance of bidding on the project. The Employer has the right to request from the Union true copies of any contracts signed by any Employer and the Union shall provide copies within 48 hours of such request. In the event that any questions arise as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be resolved in accordance with the Grievance Procedure provided in this Agreement.

ARTICLE 33

IUPAT and Finishing Contractors Association Not a Party to the Collective Bargaining Agreement

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

- 1) Be made the subject of any duty or liability whatsoever arising from the terms and conditions of this Agreement;
- 2) Be held liable with respect to any claims, causes of action, or liabilities relating to the application or interpretation of the terms of this Agreement, or the actions of the parties in relation thereto; and
- 3) Be construed as parties to this Agreement.

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

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

ARTICLE 34 **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 35 **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 36 **Duration Clause**

This Agreement shall be in full force and effect from June 1, 2024, to May 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 expiration date of any subsequent contract year. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to

expiration date, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

IN WITNESS WHEREOF, the employer has executed this Agreement or caused it to be executed by its proper corporate officer, duly authorized, and the Union and its officers and members have caused this instrument to be executed by its officers, duly authorized at Big Bend, Wisconsin this 1st day of June 2024.

Dated this _____ day of _____, 20_____.

Signature of Contractor: _____

(Print Name) _____

Name of Firm: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

**Signature of
District Council 7 BMST:** _____

Painters and Allied Trades District Council No. 7 of the
International Union of Painters and Allied Trades, AFL-CIO
P. O. Box 189
S68 W22665 National Avenue
Big Bend, WI 53103

Telephone Number: (262) 662-1827
Fax Number: (262) 662-2397
E-Mail Address: jeff@iupatdc7.com

**"SIDE LETTER"
AGREEMENT**

Helper clause is in effect from June 1, 2024 thru May 31, 2027.

Helper Category Acceptable Work Duties:

1. Care of the tools and equipment.
2. Clean up after painting operations including floors, walls, etc.
3. Set up of jobsite equipment, tools, etc.
4. Ground help at jobsite
5. Covering of jobsite area including sprinkler heads, floors, lights etc.
6. Delivery of equipment and materials to jobsite and staging at jobsite
7. Shop clean up and equipment clean up and maintenance
8. At no time may a helper apply any paint products or wall covering materials
9. Lift Certification for helpers. Helpers will be permitted to perform work in lift provided they take lift certification training.
10. In order to use the helper provisions, you must have an apprentice employed at all times.
11. This "Side Letter Agreement" will be reviewed once a year.

Helper Wages:

1. \$14.55/hour
2. \$0.45/hour check off dues to submitted to the Union monthly
3. No other fringe benefits, apprentice fees, etc.
4. Total helpers allowed per shop is at the discretion of the Business Manager/Secretary Treasurer of the District Council

****ANY MISUSE OF THIS "SIDE LETTER AGREEMENT" YOUR COMPANY WILL BE REVOKED FROM THE "SIDE LETTER AGREEMENT" AND NOT REINSTATED UNTIL A REVIEW IS DONE, FROM THE BUSINESS MANAGER/SECRETARY TREASURER OF THE DISTRICT COUNCIL NO. 7****

Side Letter Agreement

IN WITNESS WHEREOF, the employer has executed this Agreement or caused it to be executed by its proper corporate officer, duly authorized, and the Union and its officers and members have caused this instrument to be executed by its officers, duly authorized.

Dated this _____ day of _____, 20_____

Signature of Contractor: _____

(Print Name) _____

Name of Firm: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

**Signature of
District Council 7 BMST:** _____
Business Manager/Secretary-Treasurer

Painters and Allied Trades District Council No. 7 of the
International Union of Painters and Allied Trades, AFL-CIO
P. O. Box 189
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