

# **IUPAT DISTRICT COUNCIL 5**

**Alaska Area Agreement**

**for**

**Painting, Drywall Finishing & Wallcovering**



**January 1, 2022 – December 31, 2023**

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**PAINTING, DRYWALL FINISHING, AND WALLCOVERING  
COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

---

**AND**

**IUPAT DISTRICT COUNCIL 5**

This Agreement is made and entered into this 1<sup>st</sup> day of January 2022 by and between \_\_\_\_\_ (hereinafter referred to as the “Employer”) and the International Union of Painters and Allied Trades (IUPAT) District Council 5/Local 1959 (hereinafter referred to as the “Union”), affiliated with the AFL-CIO.

This Agreement will replace all prior Agreements for Anchorage (south of the 63rd parallel) and Fairbanks (north of the 63rd parallel) with specific variances as stipulated.

This Agreement is entered into with Painting, Drywall Finishing, and Wallcovering Employers, as an Individual Contractor/Employer signatory to a multi-Employer Agreement with IUPAT District Council 5 / Local 1959 as the exclusive bargaining representative.

**PURPOSE**

The Purpose of this Agreement is to establish harmonious relations and uniform conditions of employment including wages, working conditions, and benefits plus a collaborative program of Employee continuing education and upgrade training.

Whereas, the Union and the Employer, in the interest of the general public, desire the maintenance of a sound relationship and industry stability in consummating this Agreement.

Now, therefore, the parties hereto agree as follow:

**ARTICLE 1**

**DURATION/MODIFICATIONS/CHANGES**

**1.1 Duration**

- a. This Agreement shall be effective and in full force from January 1, 2022 and shall continue through twelve (12) midnight, December 31, 2023. The full Agreement may be opened for negotiations, in accordance with the provisions of this Article, prior to its expiration on December 31, 2021. The rates and increase outlined in IUPAT Industry Pension Plan Modified Funding Improvement Plan Memorandum of Understanding shall not be changed or modified in any of these yearly negotiations.
- b. This Agreement will continue year to year as of 12:01 a.m., January 1, 2024 unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages and/or working terms or conditions, or cancellation or termination of the Agreement.

**1.2** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to December 31, 2023 advising

that such party desires to revise or change terms or conditions of such Agreements. Nothing herein shall preclude the parties from making revisions changes in this Agreement, by mutual consent, at any time during its term.

- 1.3 Employer's signatory to this Agreement who do not notify the Local Union of any changes, modifications, or terminations in a timely manner as called for in this section shall be bound by any renewals or extensions of this Agreement.
- 1.4 Nothing herein shall preclude the parties from making revisions or changes in this Agreement, when requested in writing and by mutual consent of all Signatory Employers and the Signatory Union, at any time during its term.
- 1.5 Favored Nations Clause – If the Local Union enters into any agreement applicable to work covered by this Agreement which contains lesser wages, fringe benefits, or working conditions than provided herein the Employers which are parties to this Agreement shall be permitted to pay such lesser wages, benefits, or working conditions. However, this paragraph shall not be applicable to single job agreements which the Local Union enters into with contractor's signatory to this Agreement for the purpose of permitting Employers party to this Agreement to compete against non-signatory contractors.

## **ARTICLE 2** **LEGALITY**

- 2.1 If any provision of this Agreement is found not to comply with any applicable Federal, State or local law, including any labor law or wage and hour law, such provisions shall be immediately open for renegotiation upon written request of the Employer or the Union, but the other provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 3** **EQUAL OPPORTUNITY**

- 3.1 There shall be no discrimination by the Employer, any individual Employer, or the Union against any Employee or applicant for employment by reason of disability, age, sex, race, creed, color, or national origin, veteran status, medical conditions, marital status, sexual orientation, or pregnancy. It is the intent of the parties to comply with all State, Federal and local laws regarding no discrimination in the workplace. This provision shall apply to all articles found in this Agreement.

## **ARTICLE 4** **UNION RECOGNITION, RIGHTS & RESPONSIBILITIES**

- 4.1 Recognition - The Employer hereby recognizes IUPAT Local 1959 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 request for recognition pursuant to Section 9(a) of the Act, and on the Unions 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.
- 4.2 Union Membership – All Employees covered by this Agreement who are members of the Union shall be required by the Employer to maintain their membership as a condition of employment. Except for those employed pursuant to Article 21.1(c) and (e), all Employees who are not members of the Union on the date of

execution of this Agreement shall on or after the eighth (8<sup>th</sup>) day following the date of employment are required to become and remain members in good standing of the Union as a condition of employment. Employees hired pursuant to Article 21.1 (c) and (e) shall be required to become and remain members in good standing of the Union as a condition of employment on or after the thirty-fifth (35<sup>th</sup>) day following the date of employment.

4.3 Failure to Join – In the event that an Employee fails to render the administrative fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing to discharge said Employee within two (2) working days. The Employer will follow through on the discharge upon written notification.

#### 4.4 Preservation of Work Clause

- a. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.
- b. All charges of violations 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.
- c. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions may 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.

### **ARTICLE 5** **FUNCTION & RESPONSIBILITY OF MANAGEMENT**

5.1 Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all of its work: hire Employees; direct the working forces in the field; assign Employees to their jobs; direct and assign work to the 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 participants 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 Employers and/or contracting entities rules and regulations that do not conflict with this Agreement; require the observance of applicable government regulations and safety standards; maintain

reasonable standards of production and quality of work; as declared by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any Employee.

5.2 It is the intention of the parties that all work in the industry covered by this Agreement shall be done pursuant to the provisions of this Agreement for further purpose of uniformity of wages, hours working conditions and training of all Employees working in the industry for the area covered in this Agreement.

5.3 Shop Identification Card

- a. Definition of Painting/Taping/Wallcovering Employer: The identification of a Painting/Taping/Wallcovering Employer is: One who has an established place of business with a business telephone, a truck bearing the company name and proper equipment, who furnishes the labor and/or materials and payroll as an Employer or Subcontractor in performing work within the Painting/Taping /Wallcovering jurisdiction, who has a qualified background in the Painting/Taping/Wallcovering industry, or who has a Superintendent having a qualified background in the Painting/Taping/Wallcovering industry and who if working with the tools employs at least one (1) Journeyman when the individual working Employer's hours exceed fifty (50) hours per week.
- b. Upon request of the Local Union every Employer, must show registration as an Employer to the designated representative of the Local Union by completing a form, submitted by the Union, providing the following information:

1. Firm Name
2. Firm Address, Telephone & Fax Numbers
3. Name or Names of Owner or Owners
4. Employers Federal Identification Account Number
5. Certificates of Liability Insurance (showing amount)
6. Certificate of Unemployment Coverage
7. Workmen Compensation Insurance Coverage
8. State of Alaska Business License Number
9. Specialty Contractor Business License
10. State of Alaska Bond and number

**ARTICLE 6**  
**EFFICIENCY OF OPERATIONS**

6.1 Since achieving greater efficiency in all aspects of the Employers work is deemed appropriate and necessary, the 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 7**  
**AREA OF JURISDICTION**

- 7.1 The jurisdiction of this Agreement is the entire State of Alaska. The Local Union agrees to deal fairly and equally with all signatory Employers to this Agreement in order to promote uniform and fair conditions in the Painting/Taping/Wallcovering industries.
- 7.2 The Local Union will maintain an office in both Anchorage and in Fairbanks during the life of this Agreement. The Union may expand its presence to any other areas of the State as demand and finances allow.

**ARTICLE 8**  
**SCOPE OF WORK**

- 8.1 Employee Definitions - The term "Journey person" means a person who has served a bona fide apprenticeship or has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled Painting/Taping/Wallcovering industry work.

The term "Apprentice Painter/Taper/Wallcoverer" means an Employee who is undergoing a course of training in Painting/Taping/Wallcovering industry work.

The term "Utility Worker" means a person who performs preparatory work; protection, clean-up and care of job site, materials, and equipment incidental to painting, coatings, sandblasting, wall covering, drywall finishing, and parking lot striping. No application of paint or joint compound, no swing stage work, no sandblasting shall be performed by a Utility Worker.

- 8.2 Scope of Work - The work of a Journey person in the Painting/Taping/Wallcovering industries shall include, but not necessarily be limited to: All Drywall Finishing (Taping), Painting, Decorating, Paperhanging (Wallcovering) including the hanging of vinyls, canvas, tacking on of muslin and all materials of whatever kind or quality applied to walls or ceilings with paste or adhesive. Spackling of all surfaces and application of texture finishes where adhesive materials are used and all preparatory work of spotting, painting, taping, finishing and sanding of joints and surfaces, hardwood, pre-finishing doors, cabinets, sash, trim and furniture finishing, waxing, oiling, staining, application of hot and cold enamels, waterproofing, protective coating, polyester, epoxy, resin and acrylic coatings. Application of all paint pigments, extenders, metal pigments, binders, thinners, dryers, sealers, water colors, emulsions, clear coatings, mastics, cement enamels and other special coatings or any new materials coming into the Painting Industry; joint cement, texture materials, tar products, vinyl plastic and adhesive coatings, also sheet rubber and other linings, and the cleaning, bleaching or removal of all materials from interior and exterior walls and surfaces with liquid, air steam, sandblast or any other process, to include encapsulation of asbestos. Also preparatory work incidental to Painting, Paperhanging, Wallcovering, Decorating, or Drywall Finishing; highway and parking lot striping and all other work which is usually executed by Painters, Decorators, Paperhangers, Wallcoverers, Hardwood Finishers and Drywall Tapers and Finishers.

**ARTICLE 9**  
**GENERAL PROVISIONS**

- 9.1 Subcontracting Work - An Employer who is party to this Agreement shall sub-contract no work covered by the terms of this Collective Bargaining Agreement at the job site to any Employer unless said subcontractor agrees in writing to perform said work subject to all the terms and conditions of this Agreement, including an Agreement to submit work jurisdictional disputes for determination in accordance with the provisions contained herein.
- 9.2 The parties agree that the Employer may subcontract to certain specialty non-signatory subcontractors, when no other Union specialty subcontractors are available to perform the required work. The Union will be contacted in writing when non-signatory work is required in order to complete the work. It is the intent of the Employer and the Union to protect job site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work.
- 9.3 Out-of-Area Work - The Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Local Union through the use or devise of another business or corporation which such Employer controls or through the use of devise of a joint venture with another Employer or Contractor for the purpose of affecting lower wages, conditions or benefits. Either party may submit a request for review in writing, if the appearance of this impropriety surfaces.

- 9.4 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 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 employee shall be entitled to receive the wages and conditions effective in - either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.
- 9.5 When engaged in work outside the geographical jurisdiction of the Agreement, the Employer agrees, subject to their rights to reject any applicant for cause, that not less than 50% (fifty percent) of the workers employed on such work will be residents of the area where the work is performed or who are customarily employed a greater percentage of their time in such areas and further provided that these men are qualified to meet the job requirements.

**ARTICLE 10**  
**DRUG-FREE & ALCOHOL-FREE WORKPLACE**

- 10.1 The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy.
- 10.2 The parties to this Agreement recognize the need to provide and maintain a drug-free and alcohol-free workplace. Each party agrees that it will comply with any customer- mandated substance abuse program. Further, all Employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident, and random where allowed by law.
- 10.3 All substance abuse programs, rules, or regulations shall be submitted to the Union for review prior to implementation by the Employer.

**ARTICLE 11**  
**LABOR-MANAGEMENT COOPERATION COMMITTEE**

- 11.1 The parties agree to mutually support the formation of a Labor-Management Cooperation Committee to improve labor relations, safety, worker qualifications, and to prevent disputes. Both parties will provide no less than two representatives to serve on a joint committee that will meet no less than twice each year.



**ARTICLE 12**  
**HOURS OF WORK & WORKING RULES**

- 12.1 The workday shall consist of eight (8) hours.
- 12.2 Sundays and Remote Work
- a. Employees may only be worked Sunday at time and one-half (1½) times the regular rate of pay.
  - b. When working on a remote jobsite the forty (40) hour guarantee will include all actual hours worked. In order to satisfy the forty (40) hour guarantee, employees may be worked on Saturday and Sunday at straight time. Holidays shall be paid for at the double time rate. (See Section 13.13 and Section 15.1)
- 12.3 All work in excess of eight (8) hours a day and all work in excess of forty (40) hours a week shall be considered overtime and be paid at the rate of time and one-half (1½) of the regular rate of pay. Agreed upon four day ten hour shifts are excluded.
- 12.4 Employees reporting for work and not put to work (because of weather conditions) shall receive two (2) hours pay, at the regular rate of pay, unless notified not to report to work at the end of the previous shift or two (2) hours prior to the start of a shift, or when notice is given at least one (1) hour before shift that work will be rescheduled to later in the day in order to provide a full (at least eight [8] hours) shift. Employees who do not provide the Employer with a reasonable means of contacting them (contact telephone number) shall not be entitled to show-up time. No show-up pay shall be paid if the Employer is unable by any reasonable means to notify the Employee.
- 12.5 On any particular job, when it is agreeable with the Employer signatory to this Agreement, and a majority of Employees on the job concur, Employees may be worked ten (10) hours per day, four (4) consecutive days within the normal work week at straight time. All hours over ten (10) hours per day and over forty (40) hours per week shall be paid for at the appropriate time-and-one-half (overtime) rate as called for in this Agreement.
- 12.6 Where an Employee leaves of his/her own volition, or is discharged for just cause, the Employee will be paid only for hours worked.
- 12.7 Employees will not be permitted to begin work before actual start of a shift, foreman excepted.
- 12.8 All Employees working a minimum eight-hour shift shall be allowed a ten (10) minute coffee break during the morning.
- 12.9 All Employees laid off or terminated shall be given the appropriate slip indicating the proper reason for the termination/lay off with the Employees' final checks. The Employer will note any unsatisfactory work performance with final checks. The Union will provide all Employers adequate copies of the "Layoff/Termination Slip" for appropriate handling. The Union will maintain a copy in the Employee's Union work file.
- 12.10 It shall be understood that application of materials, use of required equipment and preparation of surfaces, or cleaning and removal of same, are to be performed by Employees covered by this Agreement. Tending pots and other equipment incidental to the job shall be done by Employees covered by this Agreement.
- 12.11 The authorized representative of the Local Union shall be allowed admission to any job at any time for the purpose of investigating conditions existing on the job, without interfering with the work in progress.
- 12.12 The Employers signatory to this Agreement hereby agree that no two (2) or more Employers having separate Shop Cards will be allowed to work for each other as Employees.
- 12.13 Any Contractor, signatory to this Agreement, who wishes to resume work as a Journeyperson must do so by presenting a signed and dated statement to the satisfaction of the Local Union showing that the change is in good faith. Such Contractor resuming work as a Journeyperson will not be allowed to return to the Contracting

business for a period of one (1) year, unless unforeseen hardships exist to the satisfaction of the Executive Board of Local 1959.

- 12.14 Workmen, including Stewards, referred to the Employer's job site or shop who arrive in an unfit condition for work, without proper tools or referrals, who are not ready to work, who are not otherwise qualified, or who are workmen that the requesting contractor has notified the Local Union in writing as ineligible for re-hire, shall not be entitled to show-up time, travel or subsistence, or any other form of compensation by the contractor.
- 12.15 It is agreed that Employees shall have not less than a five (5) minute period of the working shift to clean up at noon and not less than fifteen (15) minutes of the working shift to clean their tools and persons at the end of the workday.
- 12.16 Employees using spray equipment or sand blasting machines shall have not less than ten (10) minute periods of the working shift to clean up at noon and not less than twenty (20) minutes of the working shift of clean their tools and persons at the end of the workday.

**ARTICLE 13**  
**PAYMENT OF WAGES**

- 13.1 There shall be a statewide increase, for all workers covered by this Agreement, of two dollars and twenty-five cents (\$2.25) per hour effective July 1, 2022, and another statewide increase, for all workers covered by this Agreement, two dollars and twenty-five cents (\$2.25) per hour effective July 1, 2023.
- 13.2 The hourly minimum rate of wages and benefits for all Painters, Tapers, and Wallcoverers working in the State of Alaska shall be paid in accordance with Local 1959's latest wage allocation addendum (Schedule A), which shall be attached to this Agreement. Benefit payments must always be paid in full as per the current Schedule A, however, on prevailing-wage (Davis-Bacon) work only, Employers may pay the wage rate in effect at the time of bid for the duration of the project or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, all wages and benefits as per the latest Schedule A shall become effective. If an Employer requests that the Union dispatch an Employee to a project paying wages less than those listed on the latest Schedule A then the wage rate being paid shall be listed on the Dispatch Form along with the bid date for that project.
- 13.3 The Employer agrees to maintain a weekly payday and such day will be known to the Local Union. Changes in the day may take place but the Local Union must be notified one (1) week prior to such change.
- 13.4 It is agreed that the Employees will be paid on a stated payday within the working hours of the last shift.
- 13.5 No payday will be later than Friday of any week. In no case may the Employer hold back wages exceeding one (1) week's pay. In the event of an extraordinary situation in processing payroll, the Union and Employer shall convene to address this one time situation and the proper recourse.
- 13.6 There, through the negligence of the Employer, the Employee does not receive wages due him/her, the Employer will be liable for wages for the time that the Employee waits for earned pay, not to exceed eight (8) hours per day.
- 13.7 When working Employees out-of-area, the Employer will mail the Employees check on the regular company payday to be received within five (5) days. The Employee will be responsible to provide a current mailing address to Employer.
- 13.8 The Employee shall not be required to go to any shop or office outside the jobsite to pick up this paycheck, unless he/she is on company time.

- 13.9 For any Employee failing to be available on the jobsite on the designated payday, no penalty or waiting time pay will be allowed.
- 13.10 When failure of the Employer to pay the Employees at the stipulated quitting time all waiting time shall accrue at the rate of straight time of the Employee's current wage rate, not to exceed eight (8) hours in each twenty-four (24) hour period. Members must report to the Local Union Representative all claims for waiting time no later than 5:00 p.m. of the following workday after said wages are due and payable.
- 13.11 It is understood that delay occasioned by weather or accidents beyond the control of the Employer shall not be considered as a violation of this Article.
- 13.12 In the event the Employee is terminated, within the free-travel zone, he/she shall be paid in full by the end of the work shift on the day of termination. When outside the free-travel zones the final payment will be rendered pursuant to Article 13.7.
- 13.13 When an Employee is transported to an out-of-area jobsite, requiring overnight stay, the Employer will guarantee a minimum of (40) forty hours for the workweek. (Reference Section 12.2, Item b)
- 13.14 Per Diem - For an Employee working on a job requiring overnight stay, pay will be at the prevailing scale of wages. And the following shall be furnished:
- a. If room and board is provided, there will be no paid per diem.
  - b. If lodging only is provided by the Signatory Contractor, and the jobsite is on the primary Alaska road system (including Southcentral AK to the Fairbanks area) then a flat rate of fifty dollars (\$50.00) per day will be paid for each actual day spent at the jobsite locality. If the jobsite is off the primary Alaska road system, then a flat rate of sixty dollars (\$60.00) per day will be paid for each actual day spent at the jobsite locality.
- 13.15 The Union agrees to consider use of the Work Preservation Fund (WPF) to offset per diem and housing costs on a case-by-case basis (and if money is available).
- 13.16 Waiting Time - In the event that an Employee is ordered by the Employer to stand by in preparation to depart, or be available for departure to a job, the Employee will be paid at the regular straight-time hourly rate of pay for actual hours waited. Not to exceed eight (8) hours of waiting each day.
- 13.17 In the event of termination for gross misconduct, the terminated person will be transported to point of hire at the earliest opportunity but no penalty or waiting time will be paid.
- 13.18 Height Pay
- a. Steeplejack and Tower Painters: All painters working on tanks, towers, bridges, smoke stacks and flagpoles where said structures are erected and exceed ninety-nine (99) feet when measured from the highest point to ground surface or water level.
  - b. Structural Steel: All steel that is incorporated into the structure and supports the structure such as; tanks, bar joists, towers, bridges, stacks, flagpoles, when less than ninety-nine (99) feet high shall come under the category of structural steel.
  - c. Swing Stage: Any stage not supported from the ground such as; window jacks, spiders, boson chairs, sky climbers, cable, rope suspensions, etc.
  - d. On all classifications, with the exception of Steeplejack and Tower Painters, a twenty-five cent (\$0.25) hourly premium shall be paid for swing stage work on a structure in excess of fifty (50) feet. An additional twenty-five cent (\$0.25) height pay shall be paid for each additional fifty (50) feet thereafter. Height pay

shall be determined by measuring from point of hook-up to impact level (ground/water/roof) were a fall to occur.

- e. Height pay on all Tower and Steeplejack work shall start at the one hundred fifty (150) foot level. Fifty cents (\$0.50) per hour above the scale shall be paid for each additional one hundred (100) feet.

- 13.19 A job where tides could cause a cessation of work or interfere to the point that painting work would not be feasible if done during a regular work day, a regular shift work arrangement may be put into effect and the Employee shall receive a pay rate equal to the regular rate of pay, plus fifteen percent (15%) of regular rate. Tide Shift Work as distinguished from other Shift Work shall be permissible on a day-to-day basis.

#### **ARTICLE 14** **TRANSPORTATION & TRAVEL TIME**

- 14.1 There is hereby established a free-travel zone to include sixty-five (65) road miles from the Local Union Hall nearest to the Employees primary residence (either Anchorage or Fairbanks) to the jobsite. No travel pay will be due on any projects within these sixty-five (65) miles free-travel zone.
- 14.2 Travel time will coincide with the workday start time departing the shop and Employees are to be paid at the regular, straight-time rate of pay when the travel, outside of free zone, is in conjunction with the workday.
- 14.3 Employees will not be required to use personal vehicle for transporting crews, tools or equipment to a job site.
- 14.4 In the event a qualified Union Painter/Taper/Wallcoverer, with a prior history of working for a particular Contractor, resides in a specific location outside of the fifty-five (55) mile free-travel zone (see Section 14.1), the Employer maintains the option of hiring the local resident, as long as their primary residence is within fifty (50) miles of the job site, without regard to the travel and lodging provisions of Section 13.14.
- 14.5 Preferential Hire - Preferential hire, pursuant to the provisions found in this Agreement, shall be given to residents of the area in which the work is being performed, if they are qualified to perform the work requested by the employer.
- 14.6 Residency Definitions – A bona fide resident of an area within the State of Alaska means a person who:
- a. Except for brief intervals of military service has been physically present in said area for a period of one (1) year immediately prior to the time he/she enters into a contract of employment and;
  - b. Maintains a place of residency within said area and;
  - c. Has established residency for voting purposes within said area and;
  - d. Has not within the period of required residency, claimed residency in another area or State and;
  - e. Shows by all attending circumstances that his/her intent is to make the area his/her permanent residence.

#### **ARTICLE 15** **HOLIDAYS**

- 15.1 Holidays shall conform to those established in this Agreement. When a holiday falls on a Sunday the Monday following shall be the recognized holiday. When a holiday falls on a Saturday the Friday preceding shall be the

recognized holiday. When work is done on a holiday, wages shall be computed at two (2) times the regular rate of pay. Recognized holidays shall be as follows:

|                 |                  |
|-----------------|------------------|
| New Year's Day  | Labor Day        |
| President's Day | Veterans Day     |
| Memorial Day    | Thanksgiving Day |
| Fourth of July  | Christmas Day    |

- 15.2 No work shall be done on Labor Day.
- 15.3 Mandatory Saturday work (where an Employer requires an Employee to work to make up for a day missed due to a mid-week holiday) shall be paid at time and one-half (1½) the regular rate of pay due to the holiday falling in the middle of the work week. Voluntary Saturday work shall be paid at the straight-time rate.

**ARTICLE 16**  
**APPRENTICES**

- 16.1 It is understood and agreed that the Employers signatory to this Agreement and the Local Union will cooperate in the maintenance of an Apprenticeship Training Program to be operated according to and under the standards of the Bureau of Apprenticeship, United States Department of Labor. The local administration of such Apprenticeship Training Program shall be under the direction of the Joint Apprenticeship Committee. The number of Apprentices may be kept within a ratio to the number of regularly employed Journeypersons and shall not exceed the following:

|               |             |
|---------------|-------------|
| JOURNEYPERSON | APPRENTICES |
| 1             | 1           |

- 16.2 Apprentice Wage Rate Percentages:
 

|               |       |     |               |       |      |
|---------------|-------|-----|---------------|-------|------|
| 0 - 1,000     | hours | 60% | 3,751 - 4,500 | hours | 85%  |
| 1,001 - 2,000 | hours | 70% | 4,501 - 5,250 | hours | 90%  |
| 2,001 - 3,000 | hours | 75% | 5,251 - 6,000 | hours | 95%  |
| 3,001 - 3,750 | hours | 80% | Thereafter    |       | 100% |
- 16.3 No Apprentice shall be required to work without a Journeyperson on any job until such Apprentice has completed 2,000 (two thousand) hours of work.
- 16.4 No Apprentice under 80% shall be permitted to act as Foreperson or Steward.
- 16.5 No Apprentice shall be required to work overtime unless Journeypersons on the same job also work overtime.
- 16.6 All newly indentured Apprentices shall be on a one thousand (1,000) hour probationary period.
- 16.7 Indenturing of Apprentices shall be the responsibility of the J.A.T.C. Monitoring of the Apprentices' on-the-job training shall be responsibility of the Employer, the Local Union and the J.A.T.C.
- 16.8 Apprenticeship Utilization – Employer's signatory to this Agreement shall utilize at least one (1) apprentice worker per every six (6) Journey-level workers dispatched to the company. This clause is contingent on availability of suitable apprentice workers.

- 16.9 Failure of an Apprentice to attend duly established Apprenticeship Training Classes may be just cause for discharge from the Apprenticeship Program of Local 1959. The Employer shall not prevent or restrict the Apprentice from attending scheduled classes. Compulsory class attendance is one hundred forty-four (144) hours per year.
- 16.10 All Apprentices shall be required to keep a daily log of types of work done in the daily work assignments. The same shall be made available for J.A.T.C review.

**ARTICLE 17**  
**UTILITY WORKERS**

- 17.1 The term "Utility Worker" as used in this Agreement means persons who perform preparatory work; protection, clean-up and care of job site, materials, and equipment incidental to painting, coatings, sandblasting, wallcovering, drywall finishing, and parking lot striping. No application of paint or joint compound, no swing stage work, no sandblasting shall be performed by a Utility Worker. If any Employer is found in violation of this Article, the Employer shall forfeit their right to use Utility Workers for the remainder of the contract and shall pay Journeyman wages to the Utility Worker for the period of time he/she was performing non-Utility Worker work. Utility Workers shall not exceed 33% of the Employers workforce.

**ARTICLE 18**  
**JOURNEYPerson CONTINUING EDUCATION**

- 18.1 Local 1959 shall implement an on-going journeyman upgrade education and training program, in addition to the Apprenticeship program, for all qualified Painter/Taper/Wallcoverer Employees covered by this Agreement. The training offered will include, but not be limited to, State of Alaska Hazardous Awareness Certifications, OSHA 10 and related OSHA programs, other safety training, first aid and CPR certification, and specialized product training.
- 18.2 Refresher programs will be available upon review of Painter/Taper/Wallcoverer work deemed sub-standard (and after the Employer and Employee have conducted a pro-active dialogue). The Employer may recommend a specific refresher or continuing education/training course for the Journeyman responsible for work that has been deemed sub-standard.
- 18.3 The Union and Employers will collaborate on a joint upgrade and safety program, for all Painter/Taper/Wallcoverer Employees. The program will be voluntary and established to recognize Employee accomplishments and upgrades. LMCI funds may be requested to initiate the upgrade and safety program.

**ARTICLE 19**  
**FOREPERSON**

- 19.1 Forepersons will be specifically designated by the Employer and the Local Union shall be notified promptly. All shops with four (4) or more Employees shall have a Foreperson, or any job with three (3) or more Employees shall have a Foreperson. Said Foreperson must be a Journeyman member of the Local Union.
- 19.2 No Employees shall be required to give orders to other journeymen without receiving Foreperson's pay.
- 19.3 All Employees classified as Foreperson shall receive ten percent (10%) above scale for supervising three (3) or more men.
- 19.4 Orders to the Employees shall be normally delegated in the following manner: General Foreperson, Foreperson to Employee.

- 19.5 A General Foreperson or Superintendent shall be required when supervising three (3) or more projects or when supervising fifteen (15) or more members of the Painting and Decorating Industry. A General Foreperson or Superintendent shall receive twelve percent (12%) above scale.
- 19.6 On each remote job with two (2) or more men a Foreperson shall be in charge. In the event an Employer has multiple remote job sites, a Foreperson shall be designated for each job site and the Local Union notified. Although a Foreperson may be allowed to supervise more than one site when due to their closeness it is feasible to do so. A remote job site is defined as a place of work where the Employee is required to remain overnight from their point of hire.

## **ARTICLE 20** **STEWARDS**

- 20.1 Working job Stewards may be designated on all jobs by the Union. The Employer shall furnish the Union with written reports upon request of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the Employees employed. The Union may, at its option, appoint a working job Steward on any job where its members are employed from among the Employees on the job. The Union shall notify the employer at that time of the identity of the Steward.
- 20.2 The Shop Steward may converse with any Union member, supervisor or Employer, on a jobsite or shop in carrying out the duties of this position but will not impede or disrupt the normal flow of work.
- 20.3 The Shop Steward will carry credentials issued such Shop Steward by the Local Union and the Shop Steward's duties will be as follows:
1. To see that the provisions of this Agreement are observed.
  2. To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her.
  3. To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the job site by any person who is not an IUPAT member.
  4. To mentor fellow members concerning the importance of a professional and productive approach to work.
- 20.4 The job Stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any Steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any Employee for making a complaint to the Steward or giving evidence with respect to an alleged violation of this Agreement. Job Stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job Steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.
- 20.5 All shop stewards shall attend Steward Training.

## **ARTICLE 21** **DISPATCHING EMPLOYEES**

- 21.1 In the employment of qualified Painters/Tapers/Wallcoverers for all work covered in this Agreement, the following provisions shall govern:

- a. The Local Union shall establish and maintain an open and non-discriminatory employment list of qualified Journeypersons and Apprentices who are ready and available for work. The list will reflect workers who make application for a place on the list and maintain membership with the Local Union.
- b. Whenever desiring to employ workers, the Employer shall call upon the Local Union or its Representative for any such workers as they may from time to time need and the Local Union shall furnish the Employer the required number of workers as needed as soon as possible. The Local Union shall make every effort possible to supply the requested workers within two (2) business days.
- c. If Local 1959 cannot supply the Employer with the necessary qualified workers requested as per Item E of this Section, then the Employer may procure hands from any other source or sources. For employees procured directly by the Employer, the employee will be paid in accordance with the applicable, current Local 1959 wage and allocation addendum "Schedule A", however, all wages and benefit monies due to such employee shall be paid as wages on the check direct to the employee for the first thirty-five (35) days of employment. The Employer shall not be required to make any trust fund contributions for the first thirty-five (35) days of employment for employees procured directly by the Employer pursuant to Article 21.1 (c) and (e).

For such employees procured by the Employer directly, pursuant to Article 21.1 (c) and (e), the Employer shall report the name, address and the last four digits of the social security number of any employee hired outside the hiring hall to the Local within forty-eight (48) hours after the employee begins work. Under no circumstances will any worker be employed by any Employer for work covered under this Agreement unless said worker has been properly dispatched by referral slip from the Local Union Office.

Employers may continue to use such employees for thirty-five (35) days or until such time as the Union is able to provide sufficient manpower, whichever is shorter. This will be allowed twice per employee in any twelve (12) month calendar year (January - December) period. Employers found to have violated this provision shall forfeit the right to procure employees from outside the Union for the duration of this agreement.

- d. The Local Union or its Representative will furnish to the Employer the required workers from the Local Union's work list by use of a written referral (dispatch slip).
- e. Reasonable advance notice will be given by the Employer to the Local Union or its Representative upon needing such workers, and in the event that within two (2) business days after such notice the Local Union or its Representative has not furnished such workers, the Employer may procure workers from any other source or sources.
- f. If workers are employed pursuant to Item D of this section, the Employer shall send same to the Local Union Hall for dispatch and clearance prior to the Employee commencing work unless in the case of an emergency and if it is mutually agreed by the Local Union and the Employer the dispatch may be issued at a later time.
- g. Open-work Calls will be by telephone between the hours of 8:00 a.m. and 10:00 a.m., Monday through Friday. Request Calls may be made between 8:00 a.m. and 5:00 p.m., Monday through Friday.

21.2 An Employee of the Employer for a period of eight (8) days continuously or accumulatively and procured in accordance with this Agreement shall, as a condition of employment, become a member of Local 1959.

21.3 Upon request of the Local Union each Employer signatory hereto shall furnish the Local Union with information regarding each job performed as follows:

- a. Location of work
- b. Nature of work
- c. Approximate starting date



- 21.4 The Employer shall have full freedom of selectivity in hiring and placement of qualified workers from the Local Union's out-of-work list.
- 21.5 All painter union members shall have a current Hazardous Paint Handlers (Haz-Paint) card before being dispatched. If a member does not have a current Haz-Paint card, a waiver must be sent, in writing to the Union by the Employer, acknowledging that the Employer recognizes that the Employee does not have a current Haz-Paint card and is still requesting a dispatch.

**ARTICLE 22**  
**TOOLS**

- 22.1 As white pants have traditionally been a trademark of Unionized Painters, the appropriate dress for all Painters/Tapers/Wallcoverers will be white.
- 22.2 Employees are required to report for work with the following tools:
- Painter – Duster, broad knife, putty knife, hammer, screwdriver, six (6) inch crescent wrench, pliers, wire brush, and personal respirator.
- Taper – All necessary taping knives, pans, tin snips, screwdriver, sanding pole, and a mud stomper.
- Vinyl Hanger – All hand tools required in hanging vinyl not to include a table, razor blades, or sponges.
- 22.3 The Employer shall furnish all other tools, equipment, materials, respirators, respirator cartridges, and respirator pre-filters, and all other Employees' Personal Protective Equipment (PPE).
- 22.4 The use of stilts will be permitted. Local Union objections will be raised only where the area is found cluttered by debris, thereby endangering the safety of the Employee.
- 22.5 Spray Regulations - No other painters will be permitted to work in a closed interior area where a spray operation is in process unless they are furnished with and are using proper PPE. Spray area must be ventilated. Spray men must be furnished with and must use proper PPE.
- 22.6 The Employer agrees that no Employees will be allowed or required to use poisonous materials injurious to the health, such as wood alcohol, urethanes, tar products, toxic petro chemicals, benzyl varnish remover, epoxy, or to perform blasting and/or sanding of these and other dangerous materials, unless they are protected by OSHA approved safety devises and methods used for health protection. Such protective equipment must be available on the job and the Employees are required to use same or be discharged. Also, no Employee shall work alone in performing aforementioned work.

**ARTICLE 23**  
**SAFETY & SANITATION**

- 23.1 It is agreed that the Employer will, at all times, maintain the highest possible safety and sanitary measures and conditions on the job and shall be governed by the existing Alaska State and Federal Safety Regulations. The Employer further agrees to provide for the Employee a shelter in which to eat lunch and hang personal clothing.
- 23.2 Employee is not required to work with unsafe equipment or where adequate safeguards are not provided. Subsequent to any alleged violation, the situation is subject to the grievance process.

- 23.3 When required pursuant this Agreement, transportation shall be furnished or arranged for by the Employer, and all workers shall be fully covered by liability insurance. Transportation shall be safe and lawful and the Employee shall be seated in reasonable comfort and protected from the elements. Vehicle must be heated.

**ARTICLE 24**  
**GRIEVENCE PROCEDURES**

24.1 Definitions and Procedure - For the purpose of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any Employee covered by this Agreement, involving the meaning, interpretation and/or application of the provisions of this Agreement. The Employer and the Union will make every effort to resolve the dispute or controversy in a timely and cost-effective manner.

24.2 The grievance will be progressed in the following manner:

- a. Within twelve (12) days of alleged violation or incident surfaced, the aggrieved Employee or his/her Union representative will meet with the Employer's supervisor and if no resolution is produced from this meeting the supervisor will provide written notice within two (2) business days of the meeting.
- b. If settlement is not satisfied, within five (5) days of receipt of letter, the Union Representative may progress the grievance to the Employer or designated Employer representative, with written request for meeting advising pertinent information and specific provisions of the Agreement subject to dispute. Within five (5) days of Employer receiving a letter, the parties will convene to place all documents and factual information under scrutiny.
- c. The Employer will submit written response to the Union of settlement or rejection within five (5) days of the meeting held between the two representatives.
- d. If no settlement or resolution is reached, either party may progress the dispute to arbitration by written notice to the other party within ten (10) days from the date of the above referenced meeting.
- e. Arbitration - The parties shall submit request for list of Arbitrators from Federal Mediation Coalition Service (FMCS) or American Arbitration Association and invoke the striking method.
- f. The impartial arbitrator shall hold the hearing as soon as practicable and issue an award which shall be final and binding upon the Union, the Employer and any Employee involved in the grievance or dispute.
- g. The Arbitrator shall not have the authority to amend, add to or subtract from the Agreement, but shall have the authority to fashion a remedy.
- h. The Union and the Employer equally shall pay the Arbitrator's charges including fee and expenses. The Parties will pay their own expenses for the arbitration including preparation witness fees and Counsel.
- i. Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after the action, lack of action, or condition constituting the basis of the complaint, occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration.

**ARTICLE 25**  
**EMPLOYER CONTRIBUTIONS & EMPLOYEE DEDUCTIONS**

25.1 Dues and Administrative Fees Check-off Provision - 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 stipulated in the current 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 herein, and will, upon request, submit to the Employer a copy of this Agreement or Local 1959's Bylaws.
- b. For each payroll period, the Employer will deduct from the wages of each Employee the amount stipulated in the current Bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month."

- 25.2 It is understood that the Employer total package will be negotiated herein, and the Employee allocation for each deduction may be amended to meet current needs but the total package, as negotiated by the parties, shall remain constant.
- 25.3 The membership of IUPAT Local 1959 shall vote on the allocation of contributions from the annual upward adjustment of wages, prior to the scheduled effective date stated in the Agreement. All Signatory Employers will be notified fourteen (14) days prior to any revisions or adjustments in the wage allocation.
- 25.4 Local 1959 shall furnish each Employer with standard remittance forms upon which the Employer shall properly record each Employee's accrued hours each month. Remittance shall be made each month, and by the tenth (10th) day of each month. Any delinquent remittance form is subject to a penalty assessment.
- 25.5 Contributions to the International Pension Fund, the Finishing Trades Institute, and the Labor Management Cooperation Initiative - For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund ("the Pension Fund"), the Finishing Trades Institute ("FTI") and the Painters and Allied Trades Labor Management Cooperation Initiative ("LMCI"), for each Employee covered by this Agreement as follows:

For each hour or portion of an hour for which an Employee receives pay, the Employer shall make a contribution to the Pension Fund, to the FTI, and to the LMCI.

For all current contribution amounts please refer to Local 1959's latest wage allocation addendum (Schedule A) and the *IUPAT Industry Pension Plan Modified Funding Improvement Plan Memorandum of Understanding*.

(Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked).

- 25.6 Employees who are joining the IUPAT for the first time may choose to optionally delay contributions to the Health and Welfare - Employee Painters Trust (EPT) from the first day of employment through the entire initial first calendar month of employment. This optional delay will be indicated on a "Health and Welfare Optional Delay Form" provided by the Union and signed by the Employee. This delay in contributions to EPT shall only be an option one time ever for any Employee. If an Employee chooses this optional delay in EPT contributions, then the amount of money that would have gone towards EPT shall be paid to the Employee as additional wages. If an Employee chooses to execute this Health and Welfare Optional Delay Form, then the Employer shall submit a copy of the Form to the Union's third-party administrator (TPA) along with their regular monthly remittance report.
- 25.7 Contributions shall be paid on behalf of any Employee starting with the Employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Journeypersons, Trainees, and Probationary Employees.
- 25.8 The payments to the Pension, FTI, and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions

set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.

- 25.9 The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together, upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the “Central Collections” Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.
- 25.10 The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust indentures.
- 25.11 The parties hereto further agree to be bound by all actions taken by the Trustees of the Pension Fund, the FTI, and the LMCI pursuant to the said Agreements and Declarations of Trust.
- 25.12 Timely Remittance
- a. All contributions to the Funds described in Article 25 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.
  - b. If an Employer fails to make contributions to any of the Funds described in Article 25 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys’ fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer’s liability for payment under this provision shall not be subject to or covered by any “no-strike” clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.
- 25.13 Each of the respective Funds described in Article 25 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.
- 25.14 Contributions through Voluntary Deductions to the IUPAT Political Action Together - Political Committee (PAT-PC) Fund - The Employer signatory to this Agreement hereby agrees to honor authorizations for check-off of political contributions from Employees who are Union members, and to forward all contributions and reports on contributions on or before the twentieth (20th) day of each month for the previous work month to Combined National Fund, PO Box 79128, Baltimore, MD 21279-0128.

For all current PAT-PC contribution amounts, refer to the *Local 1959 Current Allocation Addendum*.

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

- 25.15 Contributions to the Local Union’s Health and Welfare Fund, Local Annuity, Apprenticeship and Training Fund, and Industry Advancement Fund (IAF)

Health and Welfare - Employee Painters Trust (EPT) - The Employer and Union recognize the established Health-Medical-Hospitalization Trust Fund hereinafter referred to as Employee Painters Trust (EPT). All Contractors signatory to this Agreement are bound to the terms of the Agreement and Declaration of Trust for the Employee Painters Trust and any amendments and any rules adopted pursuant thereto.

25.16 For the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Local 1959 Annuity Fund, the Employee Painters Trust, the Local 1959 Apprenticeship and Training Fund and the Local 1959 Industry Advancement Fund (IAF) for each Employee covered by this Agreement, as follows:

For each hour or portion thereof for which an Employee receives pay, the Employer shall make a contribution in the amount(s) set forth in this provision to each respective Fund.

For all current contribution amounts please refer to Local 1959's latest wage allocation addendum (Schedule A).

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

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Helpers, Trainees, and Probationary Employees.

25.18 The payments to the Local 1959 Annuity Fund, the Employee Painters Trust, the Local 1959 Apprenticeship and Training Fund, and the Local 1959 Industry Advancement Fund (IAF) required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) and each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time.

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

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

If the Employer fails to make contributions to one or more, or any of these Funds within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause that may be provided or set forth elsewhere in this Agreement, and such provisions shall not apply in the event of a violation of this clause.

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

25.22 Dues and Administrative Fees Check-Off Provision – 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 current Local 1959 wage and allocation addendum "Schedule A" from the Employee's gross taxable wage 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 herein, and will, upon request, submit to the Employer a copy of this Agreement or Local 1959's Bylaws.
- b) For each payroll period, the Employer will deduct from the gross taxable wage of each, and allocation addendum "Schedule A" 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 tenth (10<sup>th</sup>) day of each month, the Employer will remit to the Union the entire amount of Administrative Dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours worked by each during the applicable period.

25.23 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 25.22 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 Bylaw 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 25.22.

25.24 The obligations of the Employer under Sections 25.22 and 25.23 shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card.

25.26 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.

25.27 On or before the tenth (10<sup>th</sup>) day of each month, the Employer will submit to the Union a list of all Employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such Employee during the month previous.  
Employer contributions commencing with the 1<sup>st</sup> day of February 2016 and continuing through the duration of this Agreement shall be made to the following funds as prescribed by the Union:

International Union Funds:

International Pension  
Labor Management Co-Op Fund (LMCI)  
Finishing Trades Institute (FTI)

Local Union Funds:

Local Annuity  
Health & Welfare (EPT)  
Apprenticeship and Training Fund  
Dues check off (From gross wages)

For all current contribution amounts please refer to Local 1959's latest wage allocation addendum (Schedule A).

**ARTICLE 26**  
**STRIKES - LOCKOUTS**

- 26.1 During the life of this Agreement, there shall be no stoppage of work or strikes permissible, except for reasons listed in Article 24 (Grievance Procedures).
- 26.2 Employers agree that their Employees shall not be required, under penalty of discharge of any kind, to walk through or cross in any manner any picket line sanctioned and authorized by the Local Union.
- 26.3 There shall be no strike or lock-out permitted where a case is pending through this grievance process with the following two exceptions:
- a. Failure to pay wages and benefits when due subsistence as defined in this Agreement or to make proper remittance to the Trust Funds as set forth in this Agreement which are due on or before the tenth (10th) day or each and every month and not later than the twentieth (20th) day of every month.
  - b. Violations of the Protection of Union Rights where the Employer has refused to handle the matter in the grievance process.
- 26.4 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.

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**ARTICLE 27**  
**AUTHORITY TO EXECUTE**

- 27.1 The undersigned Employer warrants asserts and agrees that this document is executed by him/her to represent their firm. Each Employer will affix their signature as an independent Employer.
- 27.2 The undersigned Union representative warrants, asserts and agrees that this document is executed by and in representation of IUPAT Local 1959.
- 27.3 This Agreement will be in multiple copies for signatures by the respective independent Employers, it is understood the individual copies will be culminated into one Agreement serving as the original.
- 27.4 The parties with signatures affixed are cognizant of the provisions found in Article 1 and Article 2 if significant conditions dictate certain revisions or amendments.

This Agreement shall become effective as of January 1, 2022 through December 31, 2023.

In witness whereof, we attach our signatures to this Agreement. This Agreement shall be deemed to be executed when the parties shall have affixed their signatures hereto.

**Employer:**

**IUPAT DISTRICT COUNCIL 5:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
***Bronson Frye / Business Representative***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
E-mail

*opeiu#8/afl-cio*

\_\_\_\_\_  
Federal Tax ID Number



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**January 2022**

*opeiu#8/afl-cio*