

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES LOCAL #77

PAINTING & DECORATING
MASTER AGREEMENT

AUGUST 1, 2021 – JULY 31, 2024

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ARTICLE 1. RECOGNITION

Section 1. This agreement is made and entered into by and between Joe Larsen Painting, and SME Steel hereinafter referred to as the Employer, and Local Union #77, affiliated with the International Union of Painters and Allied Trades, hereinafter referred to as the Union.

Section 2. The Employer recognized and agrees that Local Union #77 is the exclusive representative for the purpose of collective bargaining, of all the Employer's employees wherever such employees may be employed, in the following classifications of work.

- A. All painting of residences, buildings, structures, industrial plants, vats, pipes, vessels, bridges, light poles, high-tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and airline strips; all sign, pictorial, coach, car, automobile, carriage, aircraft, ship and railroad equipment, machinery, mural and scenic painting; spackling of surfaces where adhesive materials are used; and all drywall painting, taping and finishing.
- B. All decorators, paperhangers, hardwood finishers, grainers, gilders, varnishers, enamellers, and drywall finishes. Paperhangers work shall be all material of whatever kind applied to walls of ceilings with paste or adhesives; all tacking on of muslin or other material which is used as wall or ceiling coverings or covered with materials pasted on.
- C. All employees engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, chemical epoxy coatings, water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, oils, varnishes, wallpaper and wall coverings, decorative textures on all surfaces, seamless and tile-like coatings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior surfaces with liquid stream, abrasive or water blast, or any other process.
- D. The operations and care of all tools and equipment used by all trades coming under our Union's jurisdiction, including brushes, rollers, spray painting equipment, ladders, scaffolding and other rigging equipment, and the operation and maintenance of all types of compressors.
- E. Any and all new types of materials and new methods of applications that may in the future pertain to painting work as mentioned above.
- F. All preparatory work and cleanup work pertaining to any of the work outlined in this Article.

- G. All work now claimed or which will in the future be claimed to be in the jurisdiction of the International Union of Painters and Allied Trades.

ARTICLE 2. JURISDICTION

Section 1. This Agreement shall cover the entire State of Utah and/or any area which has been or may be granted to Local Union #77 by the International Union of Painters and Allied Trades.

Section 2. When the Employer is engaged in work outside the geographical jurisdiction of the Union party to this agreement he shall employ no less than fifty percent (50%) of the workers employed on such work from among persons who are employed the greater percentage of their time in such area; any others shall be employed from only the employer's home area.

Section 3. The Employer, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall 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 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 effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in the agreement and through the courts. The Employer shall not be permitted to evade its obligations hereunder by setting up additional "home" or "branch" offices in an area outside its principal place of business.

ARTICLE 3. SUBCONTRACTING

Any Subcontracted work, excluding types of work not normally or principally performed by the Employer, shall be subcontracted only to parties signatory to this Agreement. All subcontracted work shall be subcontracted only to properly licensed contractors.

ARTICLE 4. HIRING HALL PROCEDURES

Section 1. Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 2. The Employer shall have the right to reject for any lawful reason any referral of applicants for employment.

Section 3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions, or any other aspect or obligation of the Union membership policies or requirements.

Section 4. If the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, not including Saturdays, Sundays, or Holidays, the Employer shall be free to secure applicants from any other source. The Employer agrees to promptly notify the Union of the names, addresses, and social security numbers of such direct-hired employees.

Section 5. Classifications and Qualifications for Hiring Hall:

- A. Journeymen: All persons who have been previously dispatched, classified and qualified as a "journeyman" by any Local Union or District Council affiliated with the International Union of Painters and Allied Trades or any person who has satisfactorily completed a recognized and registered apprenticeship program in the painting industry.
- B. B Rate: Upon mutual agreement of the painter, management, and the union, all new employees not meeting the requirements of the above Section 5-A, and who have not worked at least four (4) years in the painting industry for contractors signatory to an IUPAT Collective Bargaining Agreement, will be dispatched at the "B" rate. Each year the "B" Rate painter must take twenty-four (24) hours of classes to move to the next level, which will be granted in one dollar (\$1.00) increments. The B Rate will start at two dollars (\$2.00) below the Journeymen rate.
- C. Apprentices: All persons with less than three (3) years and/or six thousand (6,000) hours in the trade and who are covered by the Apprenticeship Standards for Painters registered with the Bureau of Apprenticeship and Training, U.S.

Department of Labor, sponsored by the Salt Lake Painters Joint Apprenticeship Training Committee as covered in this agreement.

- D. Helper: Upon mutual agreement of the painter, management, and the union, a painter who does not qualify at A, B, or C above shall be dispatched as a helper. The rate for a helper shall be sixty percent (60%) of the Journeyman rate. Helpers shall be allowed to work no more than six (6) months. After six (6) months they shall be placed into the apprenticeship should they wish to continue their employment. No more than one helper shall be employed for every three (3) journeymen. Helpers shall not paint, but shall be allowed to sand, mask, prep etc.

Section 6. The Union shall refer qualified applicants for employment on a first in-first out basis as per the manpower request; provided however, the Employer shall be permitted to request by name any person registered on the Hiring Hall List.

Section 7. In order to facilitate and maintain an up-to-date Hiring Hall List, all applicants desiring to be referred for employment must be registered on the Hiring Hall List and must notify the Union of their availability for work on the first workday of each month to maintain their position on the Hiring Hall List. The Hiring Hall List shall be made available for viewing at the Hiring Hall.

Section 8. The Employer, the Union and all employees covered by this agreement fully understand that all employees hired must furnish a referral slip from the Union Hiring Hall at the time of hire or within three (3) working days thereof. The referral slip is not a Union “clearance”, but is written evidence that the employee has been dispatched in accordance with this agreement, and for the purpose of establishing a record to guarantee proper coverage for fringe benefits items in effect.

Section 9. The Union’s Business Manager or other designated person shall initially determine the qualification and classification of all applicants based upon the documentation which the applicant supplies. The Union reserves the right to make any investigation as to the documentation supplied by the applicant.

ARTICLE 5. ADMINISTRATIVE DUES CHECK-OFF PROCEDURES

Section 1. The Employer hereby agrees to check-off from the wages of any employee(s) employed administrative dues in the amount as the Union will certify, per hour worked, multiplied by the number of hours worked in any given payroll period and will remit such sums to the IUPAT Local 77 Trust Funds by no later than the fifteenth (15th) of each month for all hours

worked in the previous month, provided the employee(s) in question have signed a valid authorization card authorizing such deduction. The forms shall be provided by the Union.

Section 2. The Employer, during the life of this Agreement, and subject to all the provisions of this Section, shall deduct from the wages of those employees in the bargaining unit who execute an assignment and authorization for deduction, all Union initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union. The Union shall indemnify the Employer against any claims or loss arising out of the Employer's deduction of fees or dues not levied in accordance with the Constitution or Bylaws of the Union and the Union will make refunds directly to the Employer, who in turn, will refund same to employee.

ARTICLE 6. WAGES

Section 1. Journeyman wage increases shall be as follows (please reference current Schedule A):

Residential and Commercial Building Rate

1st Year 2021 –

\$0.50 increase to base wage

\$0.05 increase to IUPAT Industry Annuity

\$0.45 increase to IUPAT Industry Pension (December 1st, 2021)

2nd Year 2022 –

\$0.75 increase to base wage

\$0.05 increase to IUPAT Industry Annuity

\$0.20 scheduled H&W increase (January 1, 2023)

3rd Year 2023 –

Labor and Management to open Article 6 of contract in May 2023 to address wage increase for 2023.

\$0.20 scheduled H&W increase (January 1, 2024 to be negotiated)

Probationary painters shall be a minimum of eighty percent (80%) of Journeyman hourly wage.

Section 2. It is agreed that the wages described in this Agreement are the minimum wages allowed. It shall not be a violation of this Agreement to pay wages in excess of the minimums contained herein.

Section 3. It is required that a foreman be appointed and paid the appropriate rate when crew size reach three (3) or more. All foremen shall be chosen by the Employer. Foreman's rate

shall be forty cents (\$0.40) above regular rate for a crew of three (3) or more; fifty cents (\$0.50) for a crew of ten (10) or more. All crew sizes include the foreman.

Section 4. Wages earned shall be due and payable no later than Friday by 5pm and shall include all wages earned up to and including Tuesday. Upon failure of the Employer to pay within the stipulated time, all waiting time shall be paid at eight (8) hours straight time per day late. However, in the event of extenuating circumstances, there shall be a grace period of twenty-four (24) hours and the Employer shall notify the Union of such extenuating circumstances.

ARTICLE 7. APPRENTICES

Section 1. Parties to this Agreement hereby agree to be bound by and to the Standards of Apprenticeship as registered with the U.S. Department of Labor's Bureau of Apprenticeship & Training.

Section 2. Employers employing three (3) or more employees shall employ at least one (1) apprentice thereafter. All apprentices shall be approved and registered by the Joint Apprenticeship Training Committee.

Section 3. Under no circumstances shall an apprentice work without an Employer or Journeyman-level worker present. 6th period apprentices shall be exempt from this section.

Section 4. At no time on overtime work shall the number of apprentices exceed the number of journey-man level workers on the same overtime job.

Section 5. As incorporated into the Standards of Apprenticeship, apprentice wages shall be the following percentages of the Journeyman wage rate as follows:

1st period of 1,000 hours = 65%

2nd period of 1,000 hours = 70%

3rd period of 1,000 hours = 75%

4th period of 1,000 hours = 80%

5th period of 1,000 hours = 85%

6th period of 1,000 hours = 90%

ARTICLE 8. EDUCATION & TRAINING FUND

Section 1. The parties adopt and hereby agree to comply with all terms and provisions set forth by the Finishing Trades Institute Northwest, as though the same were set forth in full herein,

together with any extension, modification, or amendment of said Agreement and Declaration of Trust.

Section 2. The Employer agrees that the duly constituted Employer Trustees of the Finishing Trades Institute Northwest will be his or its representatives therein, and the Union agrees that the duly constituted Union Trustees will be its representatives therein, and both parties agree to be bound by the lawful acts and determinations of the Trustees in the administration, management, an operation of the said Finishing Trades Institute Northwest.

Section 3. The Employer agrees to pay into the Finishing Trades Institute Northwest the amount of ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement for the purpose of providing and maintaining the Finishing Trades Institute Northwest.

Section 4. The contributions to the Finishing Trades Institute Northwest shall be computed on a monthly basis, and remitted to the administrative office of the Finishing Trades Institute Northwest no later than the fifteenth (15th) day of the month immediately following the previous month of employment with the consolidated transmittal reporting form provided by the administrative office.

ARTICLE 9. HEALTH AND WELFARE

Section 1. The Employer agrees to pay into the Southwest Multi-Craft Health & Welfare Trust Fund for each hour worked by each employee covered by this Agreement (reference Schedule A for current rate) for the purpose of providing and maintaining the Southwest Multi-Craft Health & Welfare Trust Fund. 1. A. *However, no contributions shall be made in behalf of first time, new hire probationary employees for a period of no more than forty-five (45) days following their initial employment with the employer. (A first time new hire, probationary employee is an employee that has at no time had hours reported for them to the Health and Welfare Trust Fund of Local 77 or to the IUPAT Pension and/or Annuity Funds by a contractor under an agreement through Local 77.*

Section 2. The parties hereby agree to comply with all of the terms and provisions of the Agreement and Declaration of Trust establishing the Southwest Multi-Craft Health & Welfare Trust Fund, as though the same were set forth in full herein, together with any extension, modification, or amendment of said Agreement and Declaration of Trust.

Section 3. The Employer agrees that the duly constituted Trustees of the Southwest Multi-Craft Health & Welfare Trust Fund will be his or its representatives therein, and the Union agrees that the duly constituted Union Trustees will be its representatives therein, and both parties

agree to be bound by the lawful acts and determinations of the Trustees in the administration, management, and operation of the said Southwest Multi-Craft Health & Welfare Trust Fund.

Section 4. The contributions to the Southwest Multi-Craft Health & Welfare Trust Fund shall be computed on a monthly basis, and remitted to the administrative office of the IUPAT Local 77 Trust Fund no later than the fifteenth (15th) day of the month immediately following the previous month of employment with the consolidated transmittal reporting form provided by the administrative office.

ARTICLE 10. IUPAT PENSION FUND, IUPAT ANNUITY FUND,

FTI FUND & LMCI FUND

Contributions to the International Painters and Allied Trades Industry Pension Fund, the International Union of Painters and Allied Trades Annuity Fund, The Finishing Trades Institute and the Painters and Allied Trades Labor Management Cooperation Initiative

Section 1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Industry Pension Fund (“the Pension Fund”), the International Union of Painters and Allied Trades Annuity Fund (“the Annuity Fund”), the Finishing Trades Institute (“FTI”) and the Painters and Allied Trades Labor Management Cooperation Initiative (“LMCI”), for each employee covered by this Agreement as follows:

- A. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in the following amount, including any negotiated increases (see Schedule A for current rates): three dollars and fifteen cents (\$3.15) to the Pension Fund; forty-three cents (\$0.43) to the Annuity Fund; ten cents (\$0.10) to the FTI; ten cents (\$0.10) to the LMCI (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.) *A(1): However, no contributions shall be made in behalf of first time, new hire probationary employees for a period of no more than forty-five (45) days following their initial employment with the employer. (A first time new hire, probationary employee is an employee that has at no time had hours reported for them to the Health and Welfare Trust Fund of Local 77 or to the IUPAT Pension and/or Annuity Funds by contractors under an agreement through Local 77.*
- B. Contributions shall be paid on behalf of any employee starting with the employee’s first hour of employment in a job classification covered by this

Agreement. This includes, but is not limited to, apprentices, journeypersons, trainees, and probationary employees.

- C. The payments to the Pension, Apprenticeship, and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.
- D. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations make all required payments, either directly or through an intermediate body, to the “Central Collections” Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.

Section 2.

- A. The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the Annuity fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust indentures.
- B. The Union hereby irrevocably designates as its representatives on the Boards of Trustees of the Pension Fund, the Annuity Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.
- C. The parties hereto further agree to be bound by all actions taken by the Trustees of the Pension Fund, the Annuity Fund, the FTI, and the LMCI pursuant to the said Agreements and Declarations of Trust.

Section 3. All contributions to the Funds described in paragraph 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the

Trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

Section 4. If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

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

Section 6. In order to meet or exceed the Funding Improvement Plan requirement, on or before December 1st, 2021, it is agreed by both parties that the pension contribution will be increased by either newly negotiated contributions, moved from a current contribution, or a combination of both.

ARTICLE 11. HOURS OF WORK, OVERTIME, AND HOLIDAYS

Section 1. The regular work week shall consist of forty (40) hours comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, between the hours of 7:00am and 5:30pm. Non-paid meal periods of one half ($\frac{1}{2}$) an hour shall be included in the work day.

Section 2. When swing shifts are worked, employees shall receive eight (8) hours pay for seven and one half (7 and $\frac{1}{2}$) hours worked or ten (10) hours pay for nine and one half (9 and $\frac{1}{2}$) hours worked. When graveyard shifts are worked, employees shall receive eight (8) hours pay for seven (7) hours worked or ten (10) hours pay for nine (9) hours worked.

Section 3. When job provisions require a regular consecutive forty (40) hour work week to include Saturday and/or Sunday, employees shall be given twenty-four (24) hours notice of such work week changes.

Section 4. All work in excess of forty (40) hours per week, Monday through Sunday inclusive, shall be paid at time and one half (1 $\frac{1}{2}$) the rate of pay.

Section 5. All work performed on Holidays shall be paid at two times the rate of pay (double time). Holidays are: New Year's Day, Memorial Day, 4th of July, 24th of July, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such. No work shall be performed on Labor Day except in cases of emergency, to protect lives or property, and then only upon approval of the Union.

Section 6. When any of the above Holidays fall on Sunday, the following Monday shall be observed as the legal Holiday. Employees may voluntarily work on any such Monday, Labor Day excluded.

Section 7. Minimum Day's Pay: Employees who report to work at the time they are instructed by the Employer or his agent and who are not put to work shall be paid two (2) hours show-up pay, except where they are not put to work because of conditions beyond the control of the Employer.

Section 8. The preparation of materials and equipment and the cleaning up and removal of the same is to be performed within the work day. No employee shall leave the shop or job before quitting time. All employees shall be allowed sufficient personal clean-up time prior to lunch and/or quitting time.

ARTICLE 12. TRAVEL AND SUBSISTENCE

Section 1. The "Free Zone", wherein no travel or subsistence moneys shall be paid, consists of any job site within a fifty (50) miles radius from the Union Hall, as per Google Maps or other mapping program.

Section 2. Employees shall receive their regular straight time wages either to or from any job site that is beyond the "Free Zone". Employees shall be considered "on-the-clock" one way only.

Section 3. The Employer shall provide for the actual cost of reasonable living quarters when employees are required to stay overnight at job sites away from their normal residence. Meal expenses shall be paid by the Employer at the minimum rate of thirty-two dollars (\$32.00) per day for all days worked, including travel days.

Section 4. All expense checks are to be issued as separate checks apart from wages and there shall be no with-holdings or deductions on such checks.

ARTICLE 13. GRIEVANCE AND DISPUTES PROCEDURES

Section 1. It is specifically agreed that in the event any disputes arise out of interpretation or application of this Agreement, the same shall be settled by the means and procedures set out

herein. No such grievance or dispute shall be recognized unless called to the attention of one party to the other within five (5) working days after the alleged violation was committed.

Section 2. Grievances and disputes shall be settled according to the following procedure.

Step 1. The grievance or dispute shall be referred to the shop steward and the Employer's job site representative. If no steward is appointed the dispute or grievance shall be referred to Step 2.

Step 2. In the event the shop steward and the Employer's job site representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the Union's Business manager and the President of the Employer's company or designate.

Step 3. If the issue is not resolved within ten (10) days after the completion of Step 2, the Employer and the Union shall choose a mutually agreed upon arbitrator for final and binding arbitration. The impartial arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding with no authority to change, amend, add to, or detract from any of the provisions of this agreement. The expenses of impartial arbitrator shall be borne equally by the Employer and the Union.

Section 3. The time limits specified in any step of the grievance procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 4. There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job of the Employer who fails to pay wages and fringe benefits due, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of the grievance procedures outlined herein.

Section 5. The Employer hereby agrees that should it be necessary for the Union to resort to any legal action in attempting to enforce the terms and conditions of the Agreement, after first completing the grievance procedures outlined herein, and the Union is upheld in its attempt to enforce this Agreement, then the Employer shall pay reasonable attorney fees and court costs,

judgments, and hearing fees including necessary transcripts, etc., whether the legal action is initiated by the Union or the Employer. It is further agreed that no legal action is initiated until completion of the grievance procedures outlined herein.

ARTICLE 14. WORK RULES

Section 1. It shall be mandatory for all employees to wear clean white overalls or uniforms when working to promote a professional image. Sprayers and heavy industrial workers may be excluded as necessary.

Section 2. The Employer shall provide all mainstays of materials and equipment for all jobs. Employees shall return all Employer provided equipment and materials upon termination at the Employer's request.

Section 3. Employees shall report to work with the usual small hand tools associated with their types of work (putty knife, broad knife, duster, gun wrench, wire brush, spinner, etc.).

Section 4. The Employer shall deliver all equipment and materials to job sites and return same with his own vehicles. Employees shall not be required nor permitted to transport equipment and materials to or from job sites. Materials weighing less than thirty-five (35) pounds and the hand tools required of the employees are excluded.

Section 5. Employees shall be allowed two (2) breaks of ten (10) minutes each during the work day, one before lunch and one after lunch. Breaks are to be taken in the employee's immediate work area, wherever possible.

Section 6. Employers shall make local arrangements for check cashing.

Section 7. The Employer or his representative shall be responsible to see that any employee needing medical care shall be immediately taken to a medical facility or examination and/or treatment. Upon the employee's release from the doctor, he shall be reinstated by the Employer to his classification held prior to injury. Any employee injured on the job and unable to return to work as a result of such injury shall receive wages for the full day on the day injured. No lost time shall be suffered by any employee escorting an injured employee to a medical facility.

Section 8. When working downtown or in areas where parking is a problem, the Employer shall either pay parking fees or deliver employees and equipment to and from the job site. Employees who voluntarily elect to drive personal vehicles shall pay their own parking fees.

Section 9. Employees shall not be required to ride in the back of a pickup truck under any circumstances.

Section 10. Any employee discharged for reporting violations of this Agreement may immediately refer to the grievance procedures outlined in this Agreement. Any employee whose grievance is upheld shall be reinstated to his former position and back pay for all time lost shall be paid by the Employer.

Section 11. There shall be no discrimination by reason of race, color, creed, sex, age, or Union affiliation on the part of the Employer against any employee. The Employer reserves the right to discharge any employee for neglect of duty, incompetence, conditions beyond the control of the Employer, or other just cause.

Section 12. The Employer agrees to permit duly accredited representatives of the Union to visit his shop or job sites at any time during working hours for the purpose of determining compliance of this Agreement. In no way will said Union representatives hinder or stop progress unless there is a direct violation involved or where permission is granted by the Employer or his authorized representative.

ARTICLE 15. JOB OR SHOP STEWARDS

Section 1. The Union, at its option, may designate a steward for any job site or shop where its members are employed.

Section 2. The duties of the steward shall be to see that the provisions of this Agreement are observed and to endeavor to adjust at Step 1 of the grievance procedure, all grievances which may be submitted to him.

Section 3. The steward shall be allowed sufficient and reasonable time during working hours to perform his duties. The Employer shall not dismiss or discharge any steward for properly performing their duties, nor shall the Employer dismiss or discipline any employee for making a complaint to the steward, or giving evidence with respect to an alleged violation of this Agreement.

ARTICLE 16. 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.

Section 2. 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 3. If any judgment of liability is entered against the Union in connection with work-related disease, sickness, death, injury, or accident, the Employer agrees to indemnify the Union as to the full extent of such liability, as well as any costs and attorney fees awarded or incurred by the Union in such litigation.

Section 4. The Employer shall at all times provide safe tools, materials, equipment, and safe working conditions. If at any time, in the opinion of employees, such tools, materials and equipment, or working conditions are unsafe and constitute a hazard to health or physical safety, the employees shall have the right to refuse to work with such tools, materials, equipment, or working conditions until they are made safe. No employee shall be dismissed, disciplined, for working with such unsafe tools, material, equipment, or under such unsafe or hazardous working conditions.

Section 5. The Employer agrees that during the life of this Agreement, he 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 6. The Employer shall provide, at no cost to employees, all necessary personal protection equipment and instructions on the proper use of such equipment. The Employer shall provide for the proper maintenance and cleaning of all necessary personal protection. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment. This Section does not apply to required safety foot-wear or prescription eyewear.

ARTICLE 17. STRIKES, LOCKOUTS, AND PICKET LINES

Section 1. There shall be no lockout by the Employer, nor cessation of work by the employees except as provided for elsewhere in this Agreement.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge of disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Union party to this Agreement and including lawful primary picket lines at the Employer's place of business or job sites.

ARTICLE 18. SAVINGS CLAUSE

This Agreement is entered into in good faith by the parties hereto and it is their intent that this Agreement shall comply with all State and Federal Laws applicable; if any Article, Section, or portion hereof shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall in no way be affected thereby and shall stand in full force and effect. Should any Article, Section, or portion hereof be held invalid by a court of competent jurisdiction, the parties agree to meet immediately and renegotiate the part or parts affected.

ARTICLE 19. TERMS AND DURATION

Section 1. This Agreement shall be in full force and effect from August 1, 2021 to and including July 31, 2024, 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) days and not more than ninety (90) days prior to July 31, 2024.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) days and not more than ninety (90) days prior to July 31, 2024, or July 31 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.

Section 3. All written notices as described in this Article shall be sent by certified mail, return receipt requested.

The following duly authorized officers have caused their names to be subscribed hereto:

FOR JOE LARSEN PAINTING: _____

TITLE: _____ DATE: _____

FOR SME STEEL: _____

TITLE: _____ DATE: _____

EMPLOYER NAME: _____

TITLE: _____ DATE: _____

EMPLOYER NAME: _____

TITLE: _____ DATE: _____

FOR IUPAT LOCAL #77: _____

TITLE: _____ DATE: _____