

A G R E E M E N T

Between

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES
DISTRICT COUNCIL 36, LOCAL UNION NO. 86
Phoenix, Arizona

AND

Effective June 1, 2019 through March 31, 2022

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PAINTERS LABOR AGREEMENT

THIS AGREEMENT, made and entered into this first day of June 1, 2019 by and between signatory **PAINT CONTRACTORS** (hereinafter referred to as the “Company”, “Employer”, or the “Contractor”) and **THE UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 36, LOCAL UNION NO. 86**, (hereinafter called the “Union”).

WITNESSETH:

For and in consideration of harmonious relations between the parties hereto and the public of Phoenix and vicinity, and the maintenance of stability of the conditions of employment and other mutually beneficial relations, and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time, and for the purpose of protecting and safeguarding the health and safety of the parties concerned, the parties have agreed that the understanding hereinafter set forth shall be binding on all members of the parties concerned, the parties have agreed that the understanding hereinafter set forth shall be binding on all members of the parties hereto individually and collectively.

SECTION I – RECOGNITION

- A. It is hereby agreed that the Committee, the various signatory contractors and the Union shall be the recognized bargaining agencies for all Labor Agreements between their respective members or employees pertaining to the painting, decorating and paperhanging industry.
- B. The Committee, and its individual member contractors recognize the Union as the bargaining representative of all the employees employed by the contractor whenever such employees are employed by the contractor and whenever such employees are performing work covered by this Agreement. The Union recognizes the Committee as the representative of its individual members, present and future, or such other contractors who may become signatories of this Agreement, and the individual contractors who designate the Committee as their representative. (These contractors shall be known as “Nonmember Signatories”)
- C. The journeyman covered by this Agreement is defined as an employee who has completed his apprenticeship or has passed the required examination as to his proficiency as a mechanic to perform the duties pertaining to the painting and decorating industry. All terms of this Agreement referring to either the masculine or feminine gender shall be interpreted to include the other gender.

SECTION II – AREA COVERED BY THIS AGREEMENT

- A. This Agreement shall apply to and cover all employees of the Employer, employed to perform work within the craft jurisdiction of the Union, such territorial jurisdiction is the State of Arizona.

B. Out-of-Area Jobs

When engaged in work outside the geographical jurisdiction of this Agreement, the Contractor has the right to take a foreman and one man from his shop, then subject to the contractor's right to reject men for cause, not fewer than FIFTY PERCENT (50%) of men employed on such work shall be men who are residents of the area where the work is performed, or men who are customarily employed a greater percent of their time in the area and who are qualified to meet the job requirements.

C. In order to maintain fair competition among Employers, the Union shall endeavor to secure compliance of all the terms of this Agreement by contractors coming into the area covered by this Agreement.

D. Contracts and Jobs Outside of Local Jurisdiction

(1) When manpower requirements demand, the Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction executed by the Employers of this industry and the affiliated Local Unions in that jurisdiction including but not limited to wages, hours, working conditions, fringe benefits, and grievance procedures set forth therein provided, however, that the employees receive in all cases, the shorter work day and the higher scale of wages of either locality, whichever is higher.

(2) In order to provide continuity of coverage;

(a) Employer fringe benefit payments shall be made only to the Fund in the employee's home area as required by the collective bargaining agreement prevailing in that area;

(b) All employees referred by the job area Union to the Employer, as well as men employed locally in the job area or on the jobsite shall be deemed job area local journeymen and the terms and conditions of the area collective bargaining agreement shall apply to them;

(c) however, prescribed contributions required for training and other industry funds provided for in the job area prevailing collective bargaining agreement shall be made to that Fund only;

(d) there shall be no duplication of any fringe-fund-payment requirements;

(e) any unresolved dispute concerning these provisions shall be referred to the Joint Industry Administration Board for its final determination.

E. Zone B Residents

When working in Zone B, Employers, a party hereto, shall employ local area journeymen, when crew requirements demand, subject to journeymen being qualified.

SECTION III – WORK COVERED

A. This Agreement shall cover all employees of Employer's party hereto whose employees perform work within the jurisdiction of the Union which work shall include, but is not limited to, the following:

1. All painting of residences, buildings, structures, industrial plants, mine and ore processing equipment and structures, power-generating plants of all types, oil and gas-field structures, equipment, storage facilities and transmission lines, sewerage-processing plants, water reclamation or filtration plants, tanks, vats, pipes, vessels, bridges, light poles, high-tension poles, steeplejack work, structural steel, traffic and parking lines on highways, parking lots, playgrounds, factories, service stations and airline strips; all sign, pictorial-coach, car, automobile, carriage, aircraft, machinery, ship and railroad equipment, mural and scenic painters, spackling of all surfaces where adhesive materials are used; all drywall painting, taping, decorative texturing of all surfaces; all other special coatings including glass, foams, seamless and tile-like coatings.
2. Work or services pertaining to application of bond-breaker materials. Work or service pertaining to resilient tile and carpet.
3. Work or service pertaining to the finishing of surfaces on all hardwood and softwood floors.
4. Work or service pertaining to the priming and finish coats on fabricated metal or steel products in the fabricating shops.
5. Work or service pertaining to surface preparation of all types, caulking, tuck pointing and wood dough work.
6. All decorators, paperhangers, hardwood finishers, grainers, glaziers, varnishers, enamellers and gilders.
7. All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, water colors and emulsions, clear coatings, joint cements, texture materials, tar products, vinyl, acrylics, plastics, adhesives, coatings, and sheet-rubber and other linings, oil, varnishes, wallpaper, wallcoverings of all materials used in the various branches of the trade, and the cleaning and/or bleaching of all interior and exterior walls and surfaces with liquid, steam sandblasting, water blasting or any other process.
8. All sandblasting, water blasting, pressure blasting of any type or any other process for decorative finish of concrete, wood, glass, plastic, metal or any other surfaces and by any other process.
9. The operation and care of all tools and equipment used by all trades coming under the Union of Painters and Allied Trades, Union jurisdiction including brushes, rollers, spray painting equipment, miscellaneous hand and power-driven tools, including sandblasting equipment, ladders, scaffolding and other rigging, the operation and maintenance of all types of compressors and including repair and maintenance of all equipment in connection with the painting industry.
10. The items listed in this section are a representation of the work covered by this Agreement but is no way a limitation on the work customarily performed by the parties signatory.

11. Nothing herein shall conflict with or violate any State or Federal law.

NOTE: The Employer shall not permit, request, direct, or require persons other than bargaining unit employees to perform work, which is covered by this agreement.

B. Employers Defined

Employers signatory to this Agreement shall be painting and decorating contractors whose principal business includes the services of painting, paperhanging, wall finishing, decorating, taping, texturing, paint burning, sandblasting and all preparatory work incidental thereof, and such branches or subdivisions thereof as may from time to time be included or general contractors holding necessary shop cards. Employers signing the Agreement, individually, without joining the Association and having assigned bargaining rights to its Labor Representation Committee shall be known as “Nonmember Signatories”.

C. Double Identity

No journeyman or apprentice painter will be allowed to contract until he first secures a written release from his Local Union showing no indebtedness to the Local Union and complies with all requirements governing contractors signing this Agreement.

No contractor or signatory to this Agreement will be allowed to work for another contractor or journeyman.

The Union and the Employers agree that there shall be no double identity and that before changing from contractor to journeyman, the contractor shall obtain a written release from his Chapter and/or Joint Industry Administration Board Office prior to appearing before the Joint Industry Administration Board and showing to the satisfaction of the Board that the change is in good faith.

The individual’s identity can be changed after being cleared with the Joint Industry Administration Board. EXAMPLES: From journeyman to contractor to journeyman; from contractor to journeyman to contractor.

It shall be a violation of the Agreement and subject to penalties as outlined in this Agreement, if the above procedures are not followed by all parties.

SECTION IV – LICENSE AND LEGAL REQUIREMENTS

A. Every Employer signatory shall have a duly issued and effective appropriate Arizona State Contractor’s License, where required by law, to perform the work covered by this Agreement and regardless of the number of employees shall carry Workman’s Compensation Insurance, State Unemployment Insurance and shall comply with all Federal, State and Municipal Departments, Commissions and Health Officers, including the rules and regulations of the Industrial Safety Commission.

SECTION V – SUBCONTRACTING

- A. The Signatory Contractor will not subcontract work as described in SECTION III to a non-signatory contractor.
- B. The Signatory Contractor in good faith will make every attempt to notify the Union well in advance if possible of the man power needed for the upcoming project. In the event the Hiring Hall is unable to meet the demands of the Contractor for labor within 48 hours of written notification from Contractor, the Contractor has the ability to subcontract the work out to avoid financial penalties from the General Contractor, or Client (Owner).
- C. The Signatory Contractor will make every effort to subcontract all work as described in Section III to another Signatory Contractor, in an effort to avoid financial penalties from the General Contractor, or Client (Owner) Signatory Contractor may use an outside source to complete the work.
- D. A subcontractor shall be defined as any person, firm, partnership, corporation, or other entity that is properly licensed in accordance with State Law, or the appropriate State Agency, to perform work covered under the scope of this agreement.
- E. The individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement prior to the commencement of work by the subcontractor, and the name and address of the work and the start date of the work.
- F. In the event an Employer violates any of the above provisions in Section V- Subcontracting that employer shall be subject to the Joint Industry Administrative Board (Section XI) and shall be subject to its final decision regarding payment of fringe benefits for said job contractor is in violation of.

SECTION VI – EMPLOYER’S WORK DEFINED

- A. All painting, repainting and maintenance on:
 - 1. **Residential**
Buildings used for human habitation; residential; single family units, multifamily units, apartments, condominiums, town houses, buildings defined under the Arizona Horizontal Property Regime Law. New residential tract as defined in separate agreement is not covered in this Agreement.
 - 2. **Commercial**
All commercial and institutional buildings; all hotels, motels, office complexes, high-rise structures, county, state and federal office buildings, warehouses, all service stations and prefabricated buildings, mines, highway bridges.

- B. This Agreement covers work performed in construction and in connection with residential, repaint, maintenance, service stations and prefab building, commercial and industrial, but not the work of manufacturing plants. However, the Union has, or expects to obtain from time to time, labor agreement covering such other work. The Employers, party hereto, shall have the privilege and obligation of signing agreements comparable to those between the Union and other Employers, should the Employers party hereto enter into comparable operations.

SECTION VII –GENERAL PROVISIONS

- A. The Union agrees that if it grants to any Employer terms or conditions which are more favorable than those contained herein, in excess of ninety days, all Employers party hereto shall be granted the same more favorable conditions. More favorable conditions shall not be granted to any new Employer more than one time during the life of this Agreement or any continuation thereof. Variations of wage scales and benefits shall not by themselves be regarded as more favorable treatment if the aggregate of the total labor cost in wages and benefits and conditions is not less than the labor cost as provided by this contract. (Per Section II, Paragraph C & D.)
- B. It is agreed that any employer party hereto shall not be privileged to work on any job until they have obtained a current completed shop card.
- C. There shall be no discrimination by reason of race, age, sex, color or creed on the part of the Employer against any employee, but 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.
- D. Termination Slips
 1. The contractor shall complete termination slips for all employees when terminated, showing reasons therefore, giving one to the employee, returning one to the dispatching hall at time of termination, and retaining one for company records.
 2. Any journeyman receiving three (3) terminations from three (3) Employers within a three (3) month period of time with the basis of the termination related to qualification standards shall be declared and considered not qualified as per Section VIII, Paragraph C.4.
 3. Should any person referred for employment be terminated for cause, his or her referrals privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within twenty four month period, his or her referral privileges shall be suspended for two months. Should the same individual be terminated for cause a second time within twenty four month period, his or her referral privileges shall be suspended indefinitely.
- E. The Employer agrees to permit duly accredited representatives of the Union and Joint Industry Administration Board to visit his shop or job at any time during working hours for the purpose of inspecting lists of employees and classification of work being performed

in order to determine whether the shop is being conducted in accordance with this Agreement.

- F. Contractor reserves the right to call for an inspection of the grip bag regarding Section XVII General Working Conditions sub section g 1 (a) (b).

SECTION VIII –EMPLOYMENT, DISPATCHING AND QUALIFICATION PROCEDURES

- A. The Employers shall requisition all employees who are to be employed from the local hiring hall of the Union. The Union will immediately dispatch such employees as having been requisitioned in accordance with this section, subject to and governed by the following conditions:
 - 1. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, By-laws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
 - 2. The Employers retain the right to reject for any lawful reason, any job application referred by the Union.
- B. If the Union shall fail to furnish the requisitioned employees within Forty Eight (48) hours after requisition is brought to the Union's notice, then in that event, the Employers may secure such employees from any other source available. However, in such event, the Employers will notify the Union immediately when such employees are hired.
- C. The following procedures shall govern all employment:
 - 1. Only a qualified person shall be employed as a journeyman painter, journeyman decorator or journeyman paperhanger. Any person who has been employed by an Employer covered by this Agreement within four (4) years previous to the time of dispatch shall be presumed to be qualified. All new applicants for journeyman shall be qualified by the qualification process set forth in subparagraph #4 below. These latter shall be known as "New Personnel".
 - 2. Any Employer desiring to hire any particular qualified person by name may make a request to this effect in writing to the hiring hall and such requested personnel, if available and desirous of employment, shall be dispatched by the hiring hall for employment. If no specific request is made by name, it shall be the duty of the hiring hall to dispatch available qualified personnel. A written referral shall be given to each worker dispatched from the hiring hall under this Agreement. This is not a Union "Clearance" but rather written evidence in the worker's possession that he has been dispatched in accordance with this Agreement.

Where no specific request has been made by name, the hiring hall shall dispatch available qualified personnel who have been employed by Employers party to this Agreement for six (6) months in the two (2) years preceding dispatch before all

other available, qualified personnel. Subject to these limitations, referrals will be made on a first-in, first-out basis.

3. It is recognized that by arrangement of convenience in the past, employees have in fact been referred on a telephone basis, and the hiring hall is free to continue this practice to the extent that it continues to be practicable.

However, in this latter instance, such an arrangement must be confirmed promptly in writing by the Employer in each particular case in order that the hiring hall records may be maintained.

4. Persons to be qualified as journeymen for the first time, shall be qualified upon passing with a score of at least Eighty Percent (80%) on a written examination, formulated by the Board, administered by the Union according to the answers also formulated by the Board. If an applicant in answering one of the written questions gives an answer substantially the same as the answer formulated by the Board for that question, then the applicant shall receive credit for the answer. The intent of the parties is that this system of qualification shall be uniformly applied to all applicants seeking to be qualified for the first time. If either the Union or any contractor wishes to challenge the competence of any employee to continue with work covered by this Agreement, the Board shall make such suitable arrangements and will subject the employee to an actual on-the-job test and inspection of the results thereof and an analysis of the time taken in doing the work performed. The Board or any subcommittee thereof, duly appointed thereof, shall there upon assess the abilities of the particular workman, and he shall then be declared either qualified or not qualified. A list of names of examinees and results of the test will be forwarded by Local Union No. 86 to the J.I.A.B. monthly. The examination shall include written and/or oral practical examination given the Local Union. The following scale is in regard to journeyman placement exam:

- 100% to 80% Classified as a Journeyman
- 79% to 65% Classified as a New Journeyman
- 64% or lower Classified as an Apprentices

5. Journeymen from other Local Unions of I.U.P.A.T. may be required to be examined. The examination shall include written and/or practical examination given by this Local Union or any other Local Union of the I.U.P.A.T. Reasonable intervals of time for examinations shall be determined by the Local Union. An applicant shall be eligible for the journeyman painter's examination, if he has had four (4) years' experience in the trade, in the industry, or has satisfactorily completed a federally approved apprenticeship program of not less than three (3) years for this branch of the trade.
6. An applicant, who has failed the journeyman's examination, shall be permitted to apply and retake the examination for journeyman classification, six (6) months after the date of the examination that he failed.
7. All applicants for examination shall be in writing and in duplicate, one copy to be sent to Local Union No. 86 and one copy to the J.I.A.B. upon request.

The applicant shall submit proof of eligibility to take the examination.

- D. It will be the responsibility of all workers who have been previously dispatched to re-register when out of work, if they desire to be dispatched again.
- E. The Business Manager or his delegate shall determine initially whether qualified personnel are qualified to be listed as a painter, decorator or paperhanger. This determination will normally be based upon information or papers, which the worker supplies, but the Union reserves the right to make any necessary investigation on this score. In case of any difference of opinion as to the soundness of a judgment of either qualification or classification, an appeal may be taken, if filed by an interested party within ten (10) days after the decision in the disputed matter, to the Board. This Board may process the appeal either directly or by such special committee as it may establish for the purpose, and any decision on review so made shall be final.
- F. No employee can be loaned or transferred without the approval of the Business Manager of the Union or his delegate. Any such transfer of employment is to be regarded as new employment and shall be either made through the hiring hall or be recorded there in accordance with the provisions of this Agreement.
- G. The Union agrees to hold the Committee and all Employers bound to this Agreement harmless from any money damages or penalties assessed against any of them by the National Labor Relations Board, any court or administrative agency, because of any deviation from the nondiscriminatory hiring hall procedures where such deviation was proximately and solely caused by the Union.
- H. A separate list for Pre-Apprentices will be maintained at the Local Hiring Hall. Pre-Apprentices will be dispatched on a first-in first-out basis only.

SECTION IX – CHECKOFF AUTHORIZATION

A. CHECK-OFF OF ADMINISTRATIVE DUES

- 1. **Working Dues.** Working dues shall be a percentage, as determined by the District Council No. 36 Bylaws, of gross pay for all hours compensated. In computing this amount all fractions will be rounded to the nearest cent, which will be deducted from the employee's wages and remitted to the Painters and Allied Trades District Council No. 36. In the event of any change in the amount of working dues, the Employer shall be given a thirty (30) day notice prior to altering that amount. The Employer shall not be required to deduct Union dues without a written authorization.
 - (a) On or before the 15th day of each month, the Employer will remit to the Union, submitted through Southwest Service Administrators, the entire amount of administrative dues due and owing as to each employee for the month pervious, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

- (b) The Union agrees to indemnify, and save harmless the Employer from any and all claims, demands, suits or any form of liability whatsoever, that arises out of or by reason of action taken or not taken by the Employer in reliance upon the above-reference certifications from the Union.
- 2. When a signatory Employer performs a job within the jurisdiction of a union affiliated with the I.U.P.A.T. other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues check-off, the Employer shall check-off from the wages the amount stated in that other union's bylaws, and shall remit said amount to that other union. When the signatory Employer performs a job within the jurisdiction of a union affiliated with the I.U.P.A.T. other than the union signatory hereto, and the bylaws of that other union contain no provision for administrative dues, the Employer shall check-off from wages as specified in Section, 1 (a & b).
- 3. The obligations of the Employer under Section A, 1 shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.
- 4. At the time of the employment of any employee, the Employer will submit to each employee for his voluntary signature a dues deduction authorization card to be returned to the union, and a copy is to be retained by the Employer, (this form to be supplied to each Employer by the union)
- 5. When requested by the Union, the Employer will submit 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.

SECTION X – CRAFT AGREEMENT

- A. The Employer shall be bound by and shall make all work assignments in accordance with any and all craft agreements to which the Union is party or otherwise bound between the Union of Painters and Allied Trades and their International Unions.
- B. Any disputed minor operation which is incidental or supplemental to the completion of the job, i.e., the moving of materials, pickup truck haulage, air compressors, etc., will be resolved by the Joint Industry Administration Board as outlined in Section XI.

SECTION XI – JOINT INDUSTRY ADMINISTRATION BOARD

Note: At the inception of this Agreement, this board is not a functional board. Until there has been a functional board created, disputes or grievances relative to the terms and conditions of this Agreement shall be resolved in the following order.

- 1. Any disputes or grievances shall be filed with the Employer or the Employer's representative according to the guidelines in C below.

2. The parties agree that a representative of the Union and a representative of the Employer shall meet for the purpose of adjusting the dispute or grievance.
3. If the parties cannot resolve the grievance within 15 days after the grievance or dispute was filed, the parties agree that the grievance or dispute will be referred to the Federal Mediation and Conciliation Service for arbitration. The parties agree that the decision from the Federal Mediation and Conciliation Service shall be final and binding upon both parties and enforceable in District Court.
4. Costs of such arbitration shall be borne equally by the parties to the dispute.

A. Organization and Procedure

1. There shall be a Joint Industry Administration Board (hereinafter called the Board) composed of eight (8) persons. Four (4) shall be named by the Committee from among their members and the nonmember signatories by this Agreement; and four (4) shall be named by the Union and shall be members in good standing therein. One alternate shall be selected from each side.
2. A quorum for the transaction of business shall consist of four (4) representatives or alternates. Each representative shall have one (1) vote and no unit rule shall be allowed. All decisions shall be by a majority of votes cast. All decisions shall be final and binding on all parties, subject to the appeal provisions hereinafter provided; and tie votes shall also be subject to review by the appeal procedure.

B. Duties and Powers

1. The Board shall hear and determine disputes and grievances arising in connection with the operation or interpretation of this Agreement.
2. The Board shall have access to all records pertaining to any violation of this Agreement. It shall have power to require all parties to testify under oath before a Notary Public and to require such parties to subscribe to a written statement to their testimony, under oath, before a Notary.
3. The Secretary of the Board shall regularly inform the Secretary of the Union and of the Committee, of the names, addresses and Shop Card Numbers of all Employers signatory to this Agreement.
4. The Board shall meet monthly and have authority to perform all functions assigned it under this Agreement, and shall further have the authority to review and make decisions for the parties on matters referred to by the parties, or taken upon its own motion arising out of the interpretation of this Agreement. In this connection, the parties shall undertake particularly to bring to the attention of the Board, the following matters:
 - (a) work in violation of Section VIII;
 - (b) moonlighting by employees represented by the Union; and employees working for Employers not signatory to this Agreement;
 - (c) unlicensed contractor operations;
 - (d) the payment of wages and fringe benefits not in accordance with this Agreement.

5. The Board shall investigate the quality of any contractor's work where in its discretion it appears that the results of any such investigation should be presented to the Registrar of Contractors.
6. The Board shall receive recommended amendments to this Agreement, and shall refer said amendments to the respective parties for approval or disapproval.
7. Appeals from a decision by the Painters and Decorators Joint Apprenticeship and Training Committee by an apprentice may be heard by the Board. After reviewing the complaint, if the Board so desires, it may refer the Complainant to the Arizona Registration Agency for further adjudication. Further appeals as provided in this section are not applicable in this instance.
8. The Board has established a subcommittee of one Union Representative and one Committee Member for investigative purposes. The subcommittee duties shall be as above and to report to, at least a quorum of a full Joint Board, at a called meeting. The subcommittee shall endeavor also to protect areas now being infringed upon within our work scope by other crafts and violations of this current working agreement.

C. **Disputes and Grievances**

1. The parties shall after the execution of this Agreement appoint their representatives and alternates and organize the Board. No dispute, complaint or grievance shall be recognized unless called to the attention of the individual contractor, the Union, and the Board within FIFTEEN (15) days following the violation. Officers shall be Chairman and Secretary.

The Board shall thereafter meet on call at a specific time and place designated by the Chairman, and shall have special meetings on two (2) working days' notice at the request of any Board member. The Secretary shall give notice to all meetings.

2. An original and two copies of complaints shall be filed with the Board at least five (5) working days prior to regular meeting dates or two (2) working days prior to special meeting dates. Such complaints shall as quickly as practicable be referred to the members of the Board for study.
3. No complaints or grievance involving actual on-the-job activity of any sort shall be referred to the Board without first exhausting the possibilities of settlement directly between the Union and the particular Employer. To this end, the employee or his representative and the foreman shall attempt to settle all disputes within twenty-four (24) hours of the time they are brought to the foreman's attention, and the dispute shall not be filed until this has been done. If the grievance or dispute has not been satisfactorily adjusted within two (2) working days from the time at which it has been brought to the attention of the parties, it may be filed with the Board.
 - (a) Trial Procedures: Violations: Committee members shall be tried by the Board, unless he is a member of the Board. If a member of the Board, he shall be replaced by the Committee Board Alternate Member. Findings and

recommendations of the Board shall be referred to the Committee Grievance Committee.

- (b) Nonmember signatories to the Agreement may request that a nonmember signatory of his choosing may sit on the Board at which time one Committee member on the Board would be excused from the Board. Fines assessed by the Board shall be paid to one of the Trusts contained in this Agreement under Section X
- (c) Union members shall be tried by the Board, unless he is a member of the Board. He then shall be replaced by the Union Board alternate member to sit in his place. Recommendations of the Board and findings shall be referred to the Union's Trial Board.
- (d) At no time shall the person or persons preferring charges or the person or persons having charges filed against them sit on the Board, while these charges are being presented or acted upon. In presenting the case of the Committee, Nonmember Signatory or Union, the complainant shall appear at the hearing to furnish evidence in furthering his case in violation and may, if he wishes, appear on appeals.

D. **APPEALS: Nonmember Signatory:** In the event a non-member signatory feels an adverse decision has been rendered against him by the Board, he shall have the right to appeal. He shall notify the Board within ten (10) days of the decision of the Board and request for arbitration. The Board shall attempt, along with the nonmember signatory, to select an impartial arbitrator to resolve the issue. In the event the parties cannot agree on the arbitrator within five (5) days after the request, the parties shall then request the Federal Mediation and Conciliation Service or American Arbitration Association for the appointment of one of its arbitrators to hear the dispute. Costs of such arbitration shall be borne equally by the parties to the dispute. The decision of the arbitrator will be final and binding, and no further appeal shall be granted.

E. **APPEALS: Committee Member, Joint Board Member**

- 1. In the event a member of the Committee feels an adverse decision has been rendered against him by the Board, he shall have the right to appeal to the Committee Grievance Committee and the right to further appeal to the Grievance Committee of the Arizona Council PDCA composed of Signatory members of the Council.
- 2. In presenting the case of the Committee or Union, the Complainant shall appear at the hearing to furnish evidence in furthering his case of violation and may, if he wishes, appear on appeals.
- 3. In case of a tie vote, or in the case any party to a complaint is dissatisfied with a decision of the Board, and a request for arbitration is made to the Board by a Board Member or by a party to the complaint within ten (10) days thereafter, the Board shall attempt to select an impartial arbitrator or arbitrators to resolve the issue. In the event the Board cannot agree on the arbitrator within five (5) days after the request, the Board shall then request the Federal Mediation and Conciliation Service, or American Arbitration Association for the appointment of one or more

arbitrators to hear the dispute. Costs of such arbitration shall be borne equally by the parties to the dispute. The decision of the arbitrator shall be final and binding on all parties, and the appeal procedure will be inapplicable.

SECTION XII – STRIKES, LOCKOUTS AND PICKET LINES

- A. There shall be no lockout by the Employers, nor cessation of work by the Employees, except, however, the Union may take action in the following situations:
1. Where there is an award or order of the Board or an arbiter which has not been complied with.
 2. Where an Employer violates the hiring hall provisions set forth in Section VIII.
 3. Where an Employer violates the pay provisions as to wage scales, as to the timely payment of wages, or by failure to pay fringe benefits herein contained.
 4. Where the working conditions are unsafe.
 5. Where the Employer fails to carry and pay Workmen's Compensation Insurance and State Unemployment Insurance on all of his employees covered by this Agreement.
 6. Where an Employee and/or fringe benefits covered by this Agreement is paid by check on an out-of-state bank, or by a check which is returned or is otherwise invalid because of insufficient funds.
 7. Where an Employer discriminates against an Employee contrary to the fair-practice provisions of the Agreement.
 8. Where Employees exercise their right not to cross a picket line in accordance with this section.
 9. Where an Employer and persons represented by the Union are engaged in a flagrant violation of this Agreement.
- B. The Employers may take action where members of the Union are engaged in flagrant violation of this Agreement.
- C. As to those violations described in 1 through 9 above, the Union may strike or picket the Employer and may also, or in the alternative, submit the matter to the grievance procedures herein established; and for violation of Paragraph B above, the Employer may lockout his employees or submit the matter to the grievance procedures.
- D. No employee covered by this Agreement shall be required to cross or work behind any lawful primary picket line. No employee may be discharged or disciplined for refusing to cross or work behind such picket line, nor shall such a refusal constitute a violation of this Agreement.

SECTION XIII – WAGES AND HOURS

A. Effective June 1, 2019, the straight time hourly wage rate shall be as follows:

	<u>ZONE A</u>	<u>ZONE B</u>
Journeyman Painters – All Classifications	\$20.75	\$3.50 above Zone A
New Journeyman – (90% of Journeyman Rate)	\$18.68	\$3.50 above Zone A

Premium Pay for the following: (In addition to Journeyman Scale/Apprenticeship Scale)

- Structural Steel Bridges..... \$2.00 per hour
- Mines (Excludes architectural coatings)..... \$2.00 per hour
- Power Generating Stations (hydro, solar, nuclear, coal, Excludes architectural coatings)..... \$2.00 per hour
- Steel Tank..... \$2.00 per hour
- Water Treatment Plants/Waste Water Treatment Plants..... \$2.00 per hour
- Architectural Steel (50% of the job or greater)..... \$1.00 per hour

ZONE B is to be considered as subsistence pay and no taxes will be withheld on the amount over Zone A wages.

B. In addition to the wages above, the following shall be paid to the Union Health and Welfare Fund, Apprenticeship Fund, LMP Fund, and Pension Fund:

SECTION XVI A.	Health & Welfare Fund	\$4.80
SECTION XVI B.	Apprenticeship Fund	*\$0.50
SECTION XVI C.	LMP Fund	\$0.10
SECTION XVI D.	Pension Fund	\$1.20

* \$0.10 to be forwarded to the IUPAT-FTI Fund.

C. Tucson Target Zone

The Tucson Target Zone includes a 50-mile radius from the downtown Federal Courthouse, and includes Santa Cruz and Cochise Counties.

1. Tucson Residents only; shall be paid the following:
80% of Journeyman Rate**

* For both commercial and residential work

** Wage, Health and Welfare and Pension increases as per Appendix “A”

D. Journeyman Wage Increases

Wage and benefit increases for the period covering September 1, 2019 to March 31, 2022 are attached to the agreement as “Appendix A”

NOTE: If upon actuarial computation any of the funds listed in this Agreement need monies increased, these increases will come from the above mentioned wage increases being mutually agreed upon by the parties.

E. Apprenticeship Pay

1. Percentage of Base Rate

First Period	70%
Second Period	75%
Third Period	80%
Fourth Period	85%
Fifth Period	90%
Sixth Period	95%

Note: Each period requires a minimum of 1,000 hours of on-the-job training and participation in required apprenticeship training program. Apprentices shall perform bargaining unit work as assigned, and shall be under the supervision of a Journeyman. If for any reason an Apprentice is canceled by the Apprenticeship Program, the apprentice must be re-classified as either a pre-apprentice, new journeyman or journeyman and must be paid the appropriate wage and benefit package for the respective classification.

2. Apprenticeship percentage of wage rate shall be computed using the comparable journeyman classification for work performed under that classification.

F. Pre-Apprentices

1. Pre-apprentices will be enrolled from the following sources: Employers and customary sources normally used by the Apprenticeship Office (this includes nondiscrimination clauses).
2. In order to provide an adequate number of pre-apprentices readily available, a registration list shall be maintained at the Local Union and/or Apprenticeship Office.
3. Referrals will clearly designate pre-apprentice status and applicable rate of pay due. Pre-apprentices shall not be referred in any capacity other than Pre-apprentice, but may be advanced to journeyman status or reclassified to a registered apprentice classification, or to a formal training program, as appropriate, when it is demonstrated the individual qualification for such reclassification is to the mutual action of the Employer and the Local Union.
4. The pre-apprentice shall be assigned by the Employer to perform any work assigned to the craft within the capability of the individual and will be used to supplement journeymen, new-journeymen and apprentices. No pre-apprentice shall work

outside the Employer's shop (on a construction site) without the direction of a journeyman painter.

5. The starting rate for this classification shall be MINIMUM WAGE per hour, but may be adjusted upward by the Employer based on experience. This wage rate shall not exceed 70% of the journeyman wage rate. The Pre-apprentice will receive benefits, except Health and Welfare, Pension and Star program.
- 6 The parties agree to cooperate in making and keeping reasonable records on the progress of pre-apprentices. Pre-apprentices may be issued I.D. cards showing status. The Pre-Apprenticeship Policy is to be established by the Phoenix Painters and the Drywall Tapers Joint Apprenticeship & Training Committee's.
- 7 Pre-apprentices shall be evaluated every thirty (30) days in writing, with one copy to be given to the employee and one copy to the JATC.

a) The term of pre-apprentices shall not exceed ninety (90) days.

G. New Journeyman

1. The "New Journeyman" is any qualified journeyman who has not been employed as a journeyman painter, decorator, or paperhanger, or drywall taper for the Employer signatory to an Agreement with Local Union No. 86 or some other I.U.P.A.T. Local Union since April 1, 1986, or who has not been registered and available for work on Local Union No. 86 out-of-work list since April 1, 1986 or do not meet journeyman qualifications in Section VIII,C,4, but meet the qualifications in Section VIII,C,5.
2. The "New Journeyman" shall be referred out at Ninety Percent (90%) of the Journeyman rate. The "New Journeyman" will receive full benefits. New Journeyman shall be required to have 2000 hours of OJL time and meet the following training classes (TBD) in order to advance to journeyman status.

H. Ratio:

Journeyman Ratio: At no time will the employer's covered workforce be composed of less than 30% Journeyman.

New Journeyman Ratio: At no time will New Journeyman exceed 70% Of the workforce.

Apprentice Ratio: The ratio of apprentices to journeymen shall be 1:1 (one Journeyman for the first apprentice) then a 3:1 ratio thereafter (three Journeymen to every additional apprentice).

Pre-Apprentice Ratio: At no time will Pre-Apprentices exceed the number of registered Apprentices

I. Foremen

1. When appointed Job Foreman, Fifty Cents (\$.50) per hour above Journeyman classification will be paid. When appointed General Foreman, One Dollar (\$1.00) per hour above journeyman classification will be paid.
2. The foreman shall take orders from the Employer or individuals designated by the Employer. Those who fail to perform their designated duties will be reduced to journeyman or terminated.
3. Key Man: Each Employer, with more than five (5) full time covered employees, shall designate at least one key person for the shop. Key persons shall be paid a minimum of Fifty Cents (\$.50) per hour above journeyman rate.

J. ZONES

1. Zone A reads as follows: A distance of 0 through 100 public maintained road miles from the old Phoenix courthouse, located at 1st Avenue and Washington in Phoenix. The city limits of Prescott shall be considered Zone A.
2. Zone B reads as follows: A distance of 101 and over public maintained road miles from the old Phoenix courthouse, located at 1st Avenue and Washington in Phoenix.
4. Residents of Zone B shall have pay computed according to the following method when working Zone B: Zone A, starting at courthouse – Flagstaff or their residence, whichever is the closer to the job site.
5. Zone pay is to be considered an approximate reasonable reimbursement for expenses incurred; a monetary allowance shall be paid to the employee on their regular check, separate from regular hourly earnings, without taxes being deducted.
6. To effect all aforementioned zones, bona fide local residents shall have a zone around their residence as described herein above: A workman shall not be considered a bona fide local resident unless he meets the resident requirements of a qualified* Arizona voter in the County or precinct which he claims residence.

*One year in Arizona or thirty days in the precinct. A workman may have only one bona fide residence at a time.

K. TRAVEL TIME AND MILEAGE PAY

1. Mileage on all jobs in Zone B shall be paid at the rate of FORTY-EIGHT CENTS (\$.48) per mile, when the employee is required to drive his own vehicle. This expense is an approximate reasonable reimbursement for travel costs and shall be paid to the employee on their regular check, separate from regular hourly earnings, without taxes being deducted.

2. When an employee is transferred by his own Employer directly from one project to another and is not on any payroll during the time of travel, travel-time pay shall be computed using as computing points the two respective jobs.

3. Initial Travel Time Payment Chart

- (a) Employee quits in five (5) days or less, no travel pay due.
- (b) Employee quits after more than five (5) days, initial travel pay due only.
- (c) Employee laid off or discharged in five (5) days or less, both initial and return travel pay due.
- (d) Employee laid off, discharged or completion of job, both initial and return travel pay due.
- (d) Initial travel time to a job is to be paid with employee's first paycheck.
- (e) Return travel time from a job is to be paid at completion of job or upon termination.

- L. Minimum Pay, Overtime and Holidays

1. Minimum Pay

- (a) Employees who report for work at the time that they are instructed by the Employer's Agent and who are not placed to work shall be paid two (2) hours pay, except where men are not put to work because of acts of God or accidents beyond the control of the Employer.
- (b) Eight (8) Hour Pay Provision: Any employee who reports for work in Zone B and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked, he shall not receive less than eight (8) hours pay unless prevented from working by reasons beyond the control of his Employer such as inclement weather, acts of God, or completion of the job.

2. Overtime

- (a) All work shall be performed at forty (40) hours per week and as per the Fair Labor Standards Act (Wage and Hour Division).
- (b) Overtime work is to be performed at (1-1/2) one and one-half times the regular rate of pay.
- (c) Holiday work is to be performed at double time rate, regardless of hours worked in the payroll period.

3. Holidays

- (a) Holidays are: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work is permitted on Labor Day.
- (c) All above listed Holidays are to conform with the National Monday Holiday Act. When any of the above mentioned Holidays fall on Sunday, the following Monday shall be observed as the legal Holiday. When the legal Holiday falls on Saturday, the preceding Friday shall be observed as the legal Holiday.

4. Arizona Fair Wages and Healthy Families Act

- (a) The parties to this agreement expressly waive the provisions of Prop 206, the Fair Wages and Healthy Families Act, requiring paid sick leave and any other similar ordinances adopted by any other state, city, county or local paid sick leave ordinances that can be waived or opted out of through collective bargaining.

M. Manner of Wage Payment

- 1. All workers shall be paid all monies due them before the completion of their fifth shift following the close of the Contractor's weekly payroll period. Such monies shall be paid in lawful money of the United States by negotiable bank check, dated not later than the day upon which drawn, or through direct deposit when mutually agreed upon between the employer and the employee. Payroll checks shall be payable on demand at any bank located or carrying on business within the state of Arizona. The employer shall deliver the check to the job site or through direct deposit. When direct deposit is provided the employer will mail or deliver a pay stub to the employee.
- 2. The checks and envelopes shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws. All employee's check stubs must show the Employer's name, employee's name, regular and overtime work hours, date of payroll period ending, and wage rate of pay.

No work at lesser rates: No employee shall work for less money than set forth for his job assigned by the Employer.

N. Discharge Pay

- 1. Employees discharged must be paid in full at the time of their discharge.
- 2. Quit and Lay-off Pay: Employees who quit or are laid off may be paid on the Employer's regular pay period, either by picking up their check on the job or at the Employer's office, or by mail, or through a representative of the Union.
- 3. Failure to Honor Payroll
 - (a) No member of the Union shall continue in the employment of

Any Employer whose paychecks have not been honored, or of any Employer who fails to pay on the stipulated payday. He shall not return to work until it is proven that all outstanding paychecks have been honored, and satisfactory arrangements for future payment by cash or certified checks have been made.

(b) An Employer who fails to pay or who issued payroll checks which have not been honored shall, in addition, be cited before the Board and be assessed such penalty or penalties as may be just under the circumstances.

4. Upon failure of the Employer to pay within the stipulated time, all waiting time, computed at not to exceed eight (8) out of each twenty-four (24) hours shall be paid for at the rate of straight time. Members of the Union must immediately report any waiting time to the representative of the Union, or to an authorized representative of the Board by not later than twelve noon of the following day after said wages are due and payable.

O. Hours of Work

No employee represented by the Union shall report to any shop earlier than thirty (30) minutes, nor to any job earlier than twenty (20) minutes before the starting time. Forty (40) hours shall constitute a week's work.

P. Coffee Breaks

A ten (10) minute coffee break will be permitted between the second and third hour of the work shift. Employees may take refreshments to their place of work and break as time and work schedule permits.

SECTION XIV – JOB STEWARDS

A. Duties of Job Stewards

Job Stewards for mines and power plants only (except where approved by the J.I.A.B.).

1. To insure that all working rules and job conditions are maintained as outlined in the working Agreement.
2. To receive and endeavor to adjust at the first step all alleged grievances which may be submitted to him.
3. If the alleged grievance is not settled, then Step 2 will be followed under the disputes and grievance in Section XI of this Agreement.

B. Job Steward Guidelines

1. Stewards shall be working journeymen appointed by the Union who shall, in addition to their work, be permitted to perform their Union duties during working hours. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable amount of

time for the performance of such duties. The Union shall notify the Employer or his representative of the appointment of each Steward.

2. It is recognized by the Employer that a person appointed Steward should remain on the job until its completion, provided, he is capable of doing the specific work involved. In no event shall an Employer discriminate against, lay off, or discharge a Steward on the job until its completion, provided, he is capable of doing the specific work involved. In no event shall an Employer discriminate against, lay off, or discharge a Steward on account of any actions taken by him in the proper performance of his Union duties.
3. No job Steward shall be terminated without cause, except by consent of his Union, unless the job is completed. If an Employer, or his representative, feels he has cause to terminate any Steward, he shall notify the Union Business Representative and a meeting shall be held between the parties involved. If the Employer, or his Representative, and the Business Representative of the Union cannot come to an agreement on termination of the Steward within twenty-four (24) hours (Saturday's, Sunday's and Holiday's excluded), then, the question shall be placed before the Joint Industry Administration Board.
4. When the Employer's work force on the job has been reduced to three (3) men, and the Steward's' tenure of employment is less than that of one of the other employees, and one of the other employees is eligible to act as Steward, the Employer shall give two full working days' notice to the Union, and the Union will relieve the Employer of his obligations under this working rule. Upon enlargement of the Employer's work force on the job, said Steward shall be the first man rehired if available.
5. The Union agrees that there shall not be an excess of Stewards on a project and that Stewards will only be appointed in the number necessary for the smooth and efficient operation of the job.

SECTION XV – HEALTH AND WELFARE PLAN, APPRENTICESHIP, OTHER BENEFITS, AND TRUST PROVISIONS

A. Health and Welfare Plan

1. The Employer will pay four dollars and eighty cents (\$4.80) for each hour worked by his employees, where applicable, covered hereunder to the Phoenix Painting Industry Trust Fund, the Health and Welfare Fund managed by the Committee and the Union under its Declaration of Trust Agreement.
2. It is the intent of the parties that the contribution rates thereon be maintained throughout the Agreement without any increase other than stated in Section XIII, B and if necessary, that current benefits be reduced or eliminated so that the plan be actuarially sound. Therefore, the parties agree to instruct their respective Trustee Representatives to take all necessary action to insure that the cost of benefits provided and all administrative expenses do not exceed revenues.

B. Apprenticeship

1. Each Employer shall pay fifty cents (\$0.50) per hour for each hour worked by his employees covered hereunder to the Finishing Trades Institute of Arizona Training Trust Fund, jointly managed by the Committee and the Union under its Declaration of Trust Agreement.
2. Future increases of these contributions are reflected in Appendix A of this Agreement.
3. The parties signatory to this Agreement have agreed, that in the interest of promoting the industry through increased participation in Safety Training Awards Recognition Program (STAR) to be funded by a five cents (\$.05) Employer contribution effective April 1, 2014. The sole purpose of the program is to create an incentive for members covered by this Agreement to participate in Training. The parties will create a jointly managed trust fund by executing an Agreement and Declaration of Trust Before then April 1, 2014.
 - a) The payments to the STAR program required above shall be made at the same time and in the same manner as other Trust Fund Contributions included in this agreement. The Board of Trustees shall administer the STAR program in accordance with the terms of the STAR program Agreement and Declaration of Trust.
 - b) The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
 - c) The Board of Trustees of the STAR program shall work with the Board of Trustees of the Joint Apprenticeship and Training Committee (the entity providing training) to coordinate required training to establish eligibility for annual Star program events.

C. LABOR-MANAGEMENT PARTNERSHIP

1. Commencing as of the effective date of this Agreement, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to The Painters and Allied Trades Labor-Management Partnership (LMP) for each employee covered by this Agreement, as follows:
 - (a) Employer agrees to contribute \$0.05 per hour worked to be paid to the Labor Management Partnership Fund (LMP).
 - (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.

- (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMP.
2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
4. If an Employer fails to make contributions to the Labor Management Partnership 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, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney 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, which may be provided or set forth elsewhere in this Agreement.
5. Future increases of these contributions are reflected in Appendix A of this Agreement.

D. Pensions

1. The "Phoenix Painters Pension Fund" hereinafter called the Pension Fund, shall continue under existing Trust Agreement, as amended, incorporated herein by reference. Each Employer shall pay one dollar and twenty cents (\$1.20) per hour, where applicable, for each hour worked by painters and painter apprentice employees covered hereunder to this Trust.
2. Future increases of these contributions are reflected in Appendix A of this Agreement.
3. Should the Pension Fund be amended, any amounts being contributed to the Pension Fund shall be placed into a fund with guaranteed investment rates and guaranteed annuity rates in order to provide retirement benefits and shall be the same contribution rate as required by the Pension Fund.

E. Delinquent Trust Payments

1. An Employer delinquent in the payment of his contributions, or operating in receivership or bankruptcy or under the supervision of a creditor's committee or under the liquidation of his business, or otherwise involved in financial difficulties, shall upon demand by the Joint Board and/or the Trustees be required to make contributions on a weekly basis by certified check. The conditions set forth in this paragraph shall also be applicable for Union Administration Fee in which event demand may be made solely by the Union Business Representative or his alternate.

F. General Trust Fund Provisions

1. All signatory Employers hereto agree to their appointment as their representatives and further agree that they shall be bound by all the terms and conditions of the Agreement and Declaration of Trusts herein incorporated in the working Agreement.
 - (a) Copies of the various Trust documents are available for examination at the Union, Committee, and the J.I.A.B. offices.
2. Each Employer agrees to be bound by the established Apprenticeship Standards and by all the terms and conditions of each of the foregoing Trust Agreements as amended, creating and establishing the various Trust Funds, and to all amendments to said standards and agreements made during the term hereof. Said standards, agreements, and amendments shall be deemed incorporated herein by reference. In this connection, and not by way of limitation, it is expressly understood that these agreements or amendments thereto require or may require the payment of costs of collecting payments not made as required above, the payment of stipulated damages, and the posting or depositing of cash bonds to take care of delinquencies. The parties expressly agree to pay, for any violation of the terms of the trust, all costs including attorney's fees, accountant's fees and any other costs including stipulated damages in connection with the collection of the funds and the remedying of delinquencies.
3. The Phoenix Industry Trust Fund (Health and Welfare Trust Fund), Phoenix Painters Pension Trust Fund, and Painters and Decorators Joint Apprenticeship Trust Fund, each created under prior agreements are to continue under joint management by the bargaining parties hereto.

SECTION XVI - BOND

- A. In the event an Employer fails to adhere to his obligation in this Agreement by failing to pay proper wages and fringe benefits, the Employer will be required to post a security bond in the amount of FIVE THOUSAND DOLLARS (\$5,000) or cash bond in the same amount with a security licensed bonding company in the State of Arizona.

The J.I.A.B. will require the Employer who violates the above provision to remit to the various Trusts listed in this Agreement as outlined in Section IX and Section XV on a weekly basis with a certified check.

If, after such bond has been posted for twelve (12) months, or the Employer shall satisfy the Board that he will not further violate the Agreement, insofar as his obligation to pay wages and fringe benefits is concerned, the bond may be exonerated. Failure to post a bond required hereunder shall release the Union from the "no strike" provision of this Agreement.

SECTION XVII – GENERAL WORKING CONDITIONS

- A. Any employee who reports for work under the influence of intoxicating beverages or drugs, or who is in possession of or drinks or uses intoxicating beverages or drugs on the job site shall be subject to immediate termination. Possession of firearms on the job site is strictly forbidden and violation of this rule will result in discharge of the employee involved. (This paragraph does not refer to legitimate use of drugs prescribed by a doctor provided such use does not interfere with the performance of work by an employee.) Any dispute arising out of the application of this paragraph shall be processed in accordance with the Grievance Procedure contained in this Agreement.
- B. Disciplinary action, including termination, will be taken for, but not limited to, the following:
1. gambling on job site;
 2. fighting on job site;
 3. smoking in unauthorized areas;
 4. refusal to work as directed;
 5. theft or intentional damage of Employer's or Owner's property, or personal property of others;
 6. willful littering of job site and building;
 7. Use of private cell phones for making private calls, receiving private calls, or the use of the phones for music during working hours. Except in the case of emergencies;
- Any dispute arising out of the application of this paragraph shall be processed in accordance with the Grievance Procedure contained in the Agreement.
- C. When an employee leaves the project of his own accord at other than normal quitting time, it is his responsibility to notify his immediate supervisor or Employer. Employee will be paid only for actual hours worked.
- D. The Employers shall determine the method of keeping time records on their jobs.
- E. Working Rules: In the interest of the promotion of industrial peace and for the mutual benefit to both Employees and the Employers, the following rules shall apply:
1. There shall be no limit on production by employees, nor restriction on the full use of tools or equipment, unless otherwise restricted in this Agreement. Employees using tools shall perform any of the work of the trade and shall work under the supervision of the Employer or his Representative. The Employers shall be the sole judge as to the number of employees required to perform the work, other than may be required by safety regulations. The Employer will at all times provide necessary tools (except those hand tools to be provided by the employees), equipment,

materials, etc., along with proper instruction to maintain a high level of productivity.

- (a) Transfers of employees between work crews or work assignments shall be determined exclusively by the Employers.
2. Men shall be at their jobs prepared to start work at the regular starting time. Employers shall provide cleanup materials to the job to permit all men to leave the job at quitting time, unless otherwise specified in this Agreement.
3. Any employee who may be discharged due to his activity in reporting violations of this Agreement may immediately appeal to the Board for hearing and redress.
4. Paperhangers may be employed by members signatory to the Agreement on a per roll basis by mutual agreement.
5. Cleanup: The preparation of materials and equipment and the cleaning up and removal of same is to be performed within the eight (8) hours. No journeyman or apprentice shall leave the shop or job before quitting time.
6. Personal Cleanup Time: Five (5) minutes personal cleanup shall be given each employee before each lunch period, and five (5) minutes personal cleanup time will be given five (5) minutes before quitting time; an additional five (5) minutes personal cleanup time before each lunch period and quitting time will be allowed for spraymen.
7. No employee represented by the Union shall report to any shop earlier than thirty (30) minutes, or to any job earlier than twenty (20) minutes before the starting time.
8. Incentive Pay Provisions

Employers signatory to this Agreement employing workers shall compensate such workers on the following basis:

- (a) Incentive Pay Standards
 1. Incentive payments must provide that gross compensation, divided by actual hours worked shall not be less than those appropriate hourly wage rates as specified in this Agreement. Weekly gross compensation shall be defined as all payments made to employees not substantiated by proper records and documents required pursuant to this Agreement.
 2. Based on work to be performed, the first party relationship with the Employer, incentive pay shall apply to journeyman workers on a project uniformly.
 3. The Employer's obligation for payment of all hourly fringe benefit contributions shall be determined by dividing the employee's gross compensation as herein defined by the appropriate base hourly wage rate.

The resulting quotient shall be deemed the number of hours worked by the employee for which the Employer shall be required to remit payment.

4. In no event shall any of the conditions of this paragraph diminish the role of the Union as the exclusive collective bargaining representative of the employees covered by this Agreement.
5. Where overtime is worked, the incentive pay rate shall be adjusted to insure that employees shall receive no less than the appropriate overtime hourly wage rate.
6. The Employers expressly agree that the implementation of these incentive pay provisions shall not result in payment to employees of lesser amounts than would have been on an hourly basis for all monetary obligations required by this Agreement including, but not limited to, wages, fringe benefit contributions, overtime pay provisions, and show-up time provisions.
7. The Employer will deliver all of his equipment and material to the job sites and return same to the shop with his own vehicles. No journeyman or apprentice may be required or permitted to supply the Employer with a vehicle to transport material and equipment to and from the Employer's shop. Materials weighing less than twenty-five (25) pounds and hand tools required to be provided by the employee are accepted.
8. No employee will lease, rent, or furnish the contractor with equipment such as picks, ladders, compressors, spray equipment, rollers, brushes, drop cloths, color kits and vehicles, and boom or crane-type trucks or other equipment.
9. Pre-designated Starting and Quitting Points for Mine and Power Plants:
Workmen shall report for work at an accessible pre-designated starting point and shall be released from duty at the same point at the completion of the shift. The pre-designated point shall in no case be at other than ground level. Any travel time between the pre-designated starting point and the point where the work is performed and return shall be considered working time. The pre-designated starting and quitting points shall not be changed during the project except upon twenty-four (24) hours advance notice. When it is necessary for the individual contractor to provide transportation from the pre-designated starting and quitting point to that part of the job where the work is performed and return, the individual contractor agrees that such transportation will be safe and suitable. When transportation is furnished per this paragraph the occupancy of the personnel in the vehicle shall be the same as governed by the State law. In cold or inclement weather, the men exposed to the elements shall be protected by enclosures to protect them from the same.
10. All time lapsed between the regular starting time and the pre-designated starting point, and return to the same pre-designated point at quitting time

shall be considered as time worked and shall be paid for at the applicable rates of pay.

11. The contractor shall furnish, or there shall be available, free parking. EXCEPTION: Where any contractor does not furnish parking or there is no free parking available, the contractor shall reimburse the employee for all parking costs (not to exceed \$5.00 per day) upon presentation by the employee to the contractor, records showing expenditure of money for parking. Said reimbursement shall be paid weekly and on removal from payroll of any employee on his final check.

F. Spray Regulations and Health Rules

1. Restrictions on applying of materials by spray application shall be governed only by relevant provisions of Federal and State safety codes and health laws, standards, rules and regulations.
2. Questionable materials shall be referred to the J.I.A.B. The Board shall investigate the materials in question. The Employer shall have the responsibility to require that a chemical formula be furnished to the Board by the paint manufacturer and all information regarding safeguards necessary, and use and application of the questionable material.
3. The Employers agree to provide every modern device and method for health protection. The employees are expected to wear these as provided by the contractor.
4. It is recommended that all journeymen and apprentices are to have at least one medical checkup per year.

G. Working Tools: Hand Tools

1. Each worker, when reporting for work shall have in his possession the following:
 - a. Journeyman should have:
 - 6 inch leather work boots
 - Painters whites
 - Screw driver
 - Putty Knife and 5&1
 - Razor knife
 - Roller pole (2' to 4')
 - Hand Masker
 - Caulk gun
 - Duster
 - Wrenches
 - b. Apprentices should have:
 - 6 inch leather work boots
 - Painters whites

- Screw driver
- Putty Knife and 5&1
- Razor knife
- Caulk gun
- Duster

c. Any tools and equipment or drayage shall be furnished by the contractor.

d. Failure to have these tools will be reason to forfeit show-up time.

e. Journeymen and apprentices shall change to clean, white painter clothes at least twice a week, except by special permission of the Union.

Shoes when grabbed by the heel and the sole and twisted shall not bend or flex in the arch. Soles shall not be worn to a degree as to allow easy pointed object penetration. (Dress shoes, worn dress shoes, moccasins, thongs, cowboy boots or other weak footwear shall not be permitted.)

SECTION XVIII – SEPARABILITY

A. Term

This Agreement shall take effect June 1, 2019 and shall remain in effect through March 31, 2022.

B. Termination or Renewal

Either party desiring to terminate the Agreement or to change its terms shall notify the other in writing not more than ninety (90) days nor less than sixty (60) days prior to March 31, 2022. If such notice is not given, this Agreement shall be renewed for the period from April 1, 2022 through March 31, 2023, and from year to year thereafter, until terminated at the end of a yearly period by notice in writing by either party, delivered to the other party not more than ninety (90) days nor less than sixty (60) days before the end of such yearly period.

C. Amendments

1. This Agreement may be amended in all aspects except as to hours and wages by concurrence of the Committee and the Union. Such amendments may be considered and adopted only by the following procedures.
2. The Board, upon approval of a majority of the members present at a Special Called Meeting to suggest and consider amendments to this Agreement, may recommend such amendments to the membership of the Committee and the Union.
3. If ratified, respectively, by a majority vote of the members of the Committee and the Union present at any regular or Special Called Meeting, as may be provided in

the By-laws or Constitution of the respective organization, such amendments shall become a part of this Agreement.

4. Nonmember signatories shall be permitted to vote on amendments to the same effect as if they were members of the Committee. Ballots shall be forwarded by the Board to the Nonmember signatories by mail at the same time notice of the meeting of the Committee members is given. The Nonmember signatories may vote by mail ballot, which ballots shall be received by the Board, by the end of the day, on which the Committee has its meeting. The tally of the Employer votes shall include each vote cast by each member of the Committee and each vote cast by the Nonmember signatories, and the result of which tally shall determine whether the amendment has been ratified.
5. Any amendment or addition to this Agreement made pursuant to the terms hereof shall be binding on all parties signatory hereto.

SECTION XIX – AGREEMENT VALIDITY CLAUSE

- A. If any provision of this Agreement is declared invalid, or the applicability thereof to any person, circumstances, or thing is held invalid, the validity of the remainder of this Agreement, and its applicability thereof to any person, circumstances, or thing, shall not be affected thereby.

Signed and agreed to this 1st day of June 2019.

COMPANY

**I.U.P.A.T.
DISTRICT COUNCIL NO. 36,
LOCAL UNION NO. 86**

Signature

Signature

Print Name

Print Name

Date

Date

APPENDIX A

JOURNEYMAN WAGE & BENEFIT INCREASES (Section XII -D)

Effective August 28, 2019 (increase \$0.30 per hour)

- Increase hourly wage rate \$0.30 per hour.

Effective January 1, 2020 (increase \$0.50 per hour)

- Increase hourly wage rate \$0.50 per hour.

Effective July 1, 2020 (increase \$0.50 per hour)

- Increase hourly wage rate \$0.50 per hour.

Effective December 30, 2020 (increase \$0.50 per hour)

- Increase hourly wage rate \$0.50 per hour.

Effective June 30, 2021 (increase \$0.50 per hour)

- Increase hourly wage rate \$0.50 per hour.