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# PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 22

of the International Union of Painters and Allied Trades, AFL-CIO

PAUL LOGSDON, President  
GETH SHANNON, Vice President

ROBERT KENNEDY, Business Manager, Secretary-Treasurer  
Please direct all contributions to the Secretary-Treasurer

July 23, 2003

A one (1) year contract extension was reached on June 30, 2003 between Michigan Alliance of Union Painting Contractors Association and Painters and Allied Trades District Council No. 22 for:

Commercial Painters - \$1.30 per hour increase.  
Effective July 1, 2003 and Expires May 31, 2004.

Residential Painters - \$1.00 per hour increase  
Effective July 1, 2003 and Expires May 31, 2004.

K 8524  
1,500 workers

2 pp  
+ 12  
14 pp

Michigan Alliance of Union  
Painting Contractors Association

Painters and Allied Trades  
District Council No. 22

*Handwritten signatures of Michigan Alliance of Union Painting Contractors Association*

*Handwritten signatures of Painters and Allied Trades District Council No. 22*

District Council No. 22 Affiliated Locals . . . 37, 45, 513, 517, 516, 521, 575 and 1401  
Affiliate No. 1, AFL-CIO, DISTRICT BUILDING TRADES COUNCIL, MICHIGAN STATE BUILDING AND CONSTRUCTION TRADES COUNCIL,  
METROPOLITAN DISTRICT COUNCIL, MICHIGAN STATE FEDERATION OF LABOR and RESIDENTIAL COUNTY LOCAL BUILDING TRADES

Phone No: (586) 552-4474  
 Fax No: (586) 552-4477

**PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 22**  
 14587 Barber Avenue  
 Warren, Michigan 48088

<u>COMMERCIAL PAINTERS</u>	<u>WAGES</u>	<u>INSURANCE</u>	<u>PENSION</u>	<u>VAC. FUND</u>	<u>APP. FUND</u>	<u>L.M. FUND</u>	<u>FRINGE TOTAL</u>	<u>WAGES &amp; FRINGES</u>
AS OF JULY 1, 2003	23.45	4.15	4.25	2.32	.25	.04	11.01	34.46

  

<u>RESIDENTIAL PAINTERS</u>	<u>WAGES</u>	<u>INSURANCE</u>	<u>PENSION</u>	<u>VAC. FUND</u>	<u>APP. FUND</u>	<u>FRINGE TOTAL</u>	<u>WAGES &amp; FRINGES</u>
AS OF JULY 1, 2003	18.93	4.15	4.25	2.32	.22	10.94	29.87

THE FOLLOWING WAGES SHALL BE PAID TO COMMERCIAL PAINTERS APPRENTICES:

50% of the Journeyman scale for the First Six Month Period	\$11.72
65% Second Six Month Period	\$15.24
70% Third Six Month Period	\$16.41
75% Fourth Six Month Period	\$17.58
80% Fifth Six Month Period	\$18.76
85% Sixth Six Month Period	\$19.93
100% upon Graduation	\$23.45

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PAINTERS:ALLIED TRAD

PAGE 03

6/1/98 - 5/31/2003

K 8524

1,500 workers

12 pgs.

# PAINING ARTICLES OF AGREEMENT

# SAMPLE

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

by and between \_\_\_\_\_

Party of the First Part, hereinafter called the Employer, and negotiated in his behalf by the Michigan Alliance of Union Painting Contractors (MAUPC), hereinafter called the Association or Associations, and the Painters' District Council No. 22 of the International Brotherhood of Painters and Allied Trades (AFL-CIO) Party of the Second Part, hereinafter called the Union, whose jurisdiction area shall be as follows: all of Wayne, Oakland, Macomb, Monroe, Lenawee, Washtenaw, Jackson, Hillsdale counties and a part of Livingston County, East of the city limits of Howell directly north to Genessee County line and south to Washtenaw County line, and such other areas which shall become part of the jurisdictional area of the Union while this Agreement is in effect.

WITNESSETH: THAT WHEREAS, the parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the drywall, painting, paperhanging and decorating industry, which will tend to secure uniform and equitable terms of employment, and conditions of labor satisfactory to employer and employee, and to insure stabilization of the industry along proper and ethical lines of conduct and relations between employers and employees.

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises herein contained, the parties mutually agree as follows, to wit:

## ARTICLE I Definitions

**SECTION 1.** The work jurisdiction is as defined by the International Brotherhood of Painters and Allied Trades Constitution Section 6.

**SECTION 2.** Employer: The term "Employer" shall include all individuals, co-partnerships or corporations engaged in the painting, paperhanging, and decorating industry employing one or more employees.

**SECTION 3.** Employee: The term "Employee" shall include all journeymen, foremen, or any employee who acts in the capacity of foreman, supervising the men directly on the job and apprentices as hereinafter set forth.

**SECTION 4.** Traveling Expenses: There shall be no traveling expenses in Wayne, Oakland, Macomb, Washtenaw and Livingston Counties, except as provided under Article VI of this Agreement.

**SECTION 5.** Steeplejack Work: steeplejack work shall be defined as all preparatorial work and sand blasting, and painting from the base of the following named structures whose highest point of elevation is 40 feet or more: water tanks, gas holders, towers, bridges, radio towers, church steeples, blast furnaces, smoke stacks, cracking plants, exterior cranes, open steel structures, and all of the structural supports of the above structures and on new construction where men are engaged in cleaning, spotting and painting and where no scaffolding is provided whether the building is enclosed or not enclosed. Employees employed as ground men shall be paid base rate as defined in Article III, Section 1, excluding employees employed in hazardous areas, such as moving traffic.

**SECTION 6.** Legal Holidays: For the purpose of this contract, legal holidays shall include New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day and Labor Day. In no event shall work be performed on Labor Day.

**SECTION 7.** Base Rate: The term "Base Rate" shall be the scales herein specified without the addition of overtime or double time rates.

**SECTION 8.** Term of Agreement: "The Term of Agreement" shall be from June 1, 1998 through May 31, 2003.

**SECTION 9.** Association and/or Associations: Michigan Alliance of Union Painting Contractors.

**SECTION 10.** Residential: The term "Residential" shall mean a permanent place of residence, such as a single home, a condominium, apartment, etc. up to three stories, excluding high rise apartments, condominiums, hotels, motels, convalescent homes, medical care centers and other such commercial businesses.

**SECTION 11.** Special agreements for maintenance on buildings may be given special consideration by the Joint Trade Board. Intent of Section 11 is to gain work that Union Contractors are not presently doing.

## ARTICLE II Union Shop

**SECTION 1.** The employer agrees that for the duration of this Agreement, he will require all employees hired by him to be members in good standing, or to become members in good standing of the International Brotherhood of Painters and Allied Trades (AFL-CIO) after the seventh (7th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later, and to remain members in good standing thereafter, for the duration of their employment. A member in good standing is an individual who has met all obligations of union membership including the obligation to pay only such fees and dues which are necessary to support the union's representative activities such as collective bargaining, grievance adjustments and administration of this agreement. Upon written notification from the Union an employee not in compliance shall have his employment terminated within 48 hours of such notification. It is expressly understood and agreed that the Employer shall have entire freedom of selectivity in hiring, providing there shall be no discrimination on the part of the Employer against any employee or applicant for employment because of his union membership, union activity or because of his non-membership in any union or because of race, creed, color, sex or age.

If, during the term of this Agreement, the National Labor Relations Act shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective, instead of and without regard to anything else contained in this Agreement.

Subject to the provisions of paragraph 1 of Section 1, employees hired outside of the territorial jurisdiction of the Union to perform work outside of its jurisdiction and within the jurisdiction of another local union of International Brotherhood of Painters and Allied Trades (AFL-CIO), shall be deemed to have complied with the provisions of this Article by acquiring and retaining membership in the local union in whose jurisdiction such employees perform said work.

Whenever the Employer is engaged in work outside the geographical jurisdiction of the Union, he agrees to employ not less than fifty (50) percent of the men employed on such work from among the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area: any others shall be employed only from the contractor's home area. The supervisor, or charge person is not to be counted as part of the 50 - 50 ratio. The Employer further agrees that when he is engaged in work outside the geographical jurisdiction of the Union he will comply with all of the lawful clauses of the collective bargaining agreement in effect in said or other jurisdiction and executed by the Employers of the industry and the local unions in that jurisdiction, included, but not limited to, the provisions dealing with wages, hours, working conditions, and all fringe benefits therein provided, including all

provisions relating to the settlement of grievances, provided, however, that as to employees employed by such Employer from within the geographical jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee (employees) shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employee (employees).

**SECTION 2.** The Employer shall not recognize or otherwise aid, promote, or finance any competing labor organization, employee representation plan, co-partnership between himself and his employees or any other group which hinders, or interferes with collective bargaining between the Employer and the Union. The Employer agrees that he will not perform work within or without the geographical jurisdiction of the Union through or by any other firm, company, co-partnership, corporation, or joint venture, controlled by the Employer, for the purpose of evading any of the provisions of this Agreement, and the Employer further agrees that if he contemplates performing work through or by another firm, company, co-partnership, corporation or joint venture, he will advise the Union of his intention to do so in sufficient time to permit the Union to investigate the facts. If the Union, based upon evidence produced by its investigation, reasonably determines that the Employer's plans, referred to herein, are for the purpose of evading any of the provisions of this Agreement, the Union, on forty-eight (48) hours written notice, shall have the right to cancel this Agreement.

**SECTION 3.** This Agreement shall be binding upon and inure to the benefit of present and future employees of the Employer, the Union and its successors, and the Employer and his successors.

**SECTION 4.** Employees covered by this agreement shall, during the life hereof, have the right to respect any legal picket line validly established by a bona fide labor organization, and the Employer agrees that the Union party to this agreement has the right to withdraw employees subject to this agreement, from the job site or sites where the Employer has a labor dispute, whenever the Employer, party to this agreement, is involved in a legitimate primary labor dispute with any bona fide labor organization.

### **ARTICLE III Journeyman Wage Rates – Commercial - Industrial**

#### **SECTION 1.**

Effective June 1, 1998 through May 31, 1999 the minimum hourly wage is \$21.09.

Effective June 1, 1999 through May 31, 2000 (\$1.00) one dollar increase to be allocated to wages or Fringes.

Effective June 1, 2000 through May 31, 2001 (\$1.00) one dollar increase to be allocated to wages or Fringes.

Effective June 1, 2001 through May 31, 2002 (\$1.00) one dollar increase to be allocated to wages or Fringes.

Effective June 1, 2002 through May 31, 2003 (\$1.00) one dollar increase to be allocated to wages or Fringes.

- (A) + 80¢ For all spraymen and journeyman rigging for spraymen, also men blowing off, shall be paid spraymen's wages. This section applies only to men who do rigging for spraymen on off the floor work. It does not include any man setting up or moving rigging on floor surfaces, nor does it apply to men engaged in covering up or tending spray equipment.
- (B) + 80¢ For all sandblasting and spraywork performed, on highway bridges, overpasses, tanks or steel.
- (C) + 50¢ For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher.
- (D) + 50¢ For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved.
- (E) + 50¢ For all swing stage work – window jacks and window belts – exterior and interior.
- (F) + 80¢ For all spraymen and Sandblasters who work to a scaffold height of forty (40) feet above the floor level.
- (G) + 50¢ For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height.
- (H)+\$1.25 For all steeplejack work, as defined in Article I, Section 4, performed where the elevation is (40) feet or more.
- (I) Foreman Rate: (50¢) Fifty Cents per hour in addition to the regular wages in accordance with Article III, Section 1 and 2.
- (J) Night Rate: (50¢) Fifty Cents per hour night shift differential on all classifications.

### **Journeyman Wage Rates - Residential**

#### **SECTION 2.**

Effective June 1, 1998 through May 31, 1999 the minimum hourly wage is \$16.85.

Effective June 1, 1999 through May 31, 2000 (\$1.00) one dollar increase to be allocated to wages or Fringes.

Effective June 1, 2000 through May 31, 2001 (\$1.00) one dollar increase to be allocated to wages or Fringes.

Effective June 1, 2001 through May 31, 2002 (\$1.00) one dollar increase to be allocated to wages or Fringes.

Effective June 1, 2002 through May 31, 2003 (\$1.00) one dollar increase to be allocated to wages or Fringes.

### **Fringe Benefit Contribution Rate For Commercial, Industrial Painters**

**SECTION 3.** Effective June 1, 1998 through May 31, 1999, each Employer shall contribute monthly or weekly or at such other intervals as shall be required by the Trustees to Painters Union Deposit Fund, in accordance with Article XVIII hereof, the sum of (\$8.07) Eight dollars and seven cents for each hour worked during that month or other interval by all employees employed by him and covered by this Agreement to pay for Insurance, Pension, Vacation, Apprenticeship Fund and Labor Management Fund.

**Insurance \$3.50; Pension \$2.75; Vacation \$1.65; Appren. Fund \$0.15; L.M. fund \$0.02  
TOTAL \$8.07**

**SECTION 4.** Effective June 1, 1998, each Employer shall contribute monthly or weekly or at such other intervals as shall be required by the Trustees, to Painters Union Deposit Fund, in accordance with Article XVIII hereof, the sum of two (2) cents for each hour worked during that month or other intervals by all employees employed by him and covered by this Agreement to pay for participation in the Labor Management Cooperation Fund created and operated under an Agreement and Declaration of Trust between the International Brotherhood of Painters and Allied Trades and Michigan Alliance of Union Painting Contractors. This Agreement to contribute shall continue until May 31, 2003. However, prior to June 1, 1999, June 1, 2000, June 1, 2001, or June 1, 2002, the parties to this Agreement may mutually agree to terminate this contribution for the ensuing year.

### **Fringe Benefit Contribution Rate For Residential Painters**

**SECTION 5.** Effective June 1, 1998 through May 31, 1999, each Employer shall contribute monthly or weekly or at such other intervals as shall be required by the Trustees to Painters Union Deposit Fund, in accordance with Article XVIII hereof, the sum of (\$8.02) Eight dollars and two cents for each hour worked during that month or other intervals by all employees employed by him and covered by this Agreement to pay for Insurance, Pension, Vacation, and Apprentice Fund.

**Insurance \$3.50; Pension \$2.75; Vacation \$1.65; App. Program \$0.12  
Total \$8.02**

**SECTION 6.** Beginning June 1, 1998 and continuing through May 31, 2002, the foregoing rate of contributions for **Commercial and Residential** may be increased to an amount as shall be mutually agreed upon prior to June 1 of each year by and between the Union and the Association, and may be applied to the Fringe Benefit Package.

### **Wallcovering Work**

**SECTION 7.** Fringe benefit contributions for wallcovering work shall be as follows:

**June 1, 1998 – May 31, 2003:  
\$25.50 in earnings requires 1 hour of fringe benefit Contributions.  
Waterblasting and Deep Cleaning**

**SECTION 8.** The wage rates and provisions for fringe benefit contributions for Insurance, Pension and Vacation are on file at Painters District Council No. 22 and they will be furnished, on request.

**SECTION 9.** Overtime rates, refer to Article V.

**SECTION 10.** When there are six (6) or more men on a job or project, one (1) man shall be designated as a charginan or foreman and shall be paid Fifty Cents (50¢) per hour in addition to regular wages.

### **ARTICLE IV Pay Day**

**SECTION 1.** The Employer agrees to maintain a weekly pay day not later than Friday between the hours of 8:00 A.M. and 4:30 P.M. The Employer shall not retain or "hold back" more than three (3) days' wages. All overtime work shall be paid for on the regular pay day. Payment of wages shall be made on the job in lawful money of the United States of America or by payroll check. Each employee shall receive with his pay envelope or check a written memorandum showing date of payment, dates of pay period, hours worked in pay period, number of overtime hours worked, total wages earned including vacation pay, expense money reimbursed, all other special payments, federal, state and city income tax withheld, F.I.C.A. taxes withheld, amount of vacation pay to be deposited in Vacation Fund, and all other deductions.

**SECTION 2.** As partial compensation for the serious hardship caused to any employee who is not paid, or who is not fully paid, on any pay day, as provided for in this Article, the Employer agrees to pay the sum of \$5.00 to each such employee for each day following the pay day that he is not paid or not fully paid. For the purposes of this Section, computation shall begin with the pay day itself and shall not include the day of which payment, as required, is finally made.

**SECTION 3.** Each employee is required to notify his Employer promptly upon discovering any error or omission in his paycheck. If any employee fails to notify his Employer and the Union, within three weeks following receipt of payment, of any error or shortage in his pay check, the Union will take into account the length of the delay, the reason for the delay and its effect upon the Employer in determining its action on the claim. The Union agrees that whatever action is taken by the union against its members for failure to comply with the intent of this section shall be reported to the Joint Trade Board.

### **ARTICLE V Hours**

**SECTION 1.** Eight hours shall constitute a day's work to be performed between the hours of 8:00 a.m. and 4:30 p.m. Any eight hours may be worked at the discretion of the Employer from 8:00 a.m. to 5:30 p.m., in which case, all work after 5:30 p.m. shall be deemed overtime. No overtime work, after the quitting time above set forth, shall be allowed except in case of emergency, and then only when a special permit covering such emergency work has been obtained from the Business Manager/Secretary-Treasurer of the District Council. Where job conditions require, the Employer may commence work as early as 7:00 a.m., but only on condition that the Employer has given the Union written or verbal notice of starting early, prior to commencement of work.

Permits shall be consecutively numbered and issued in duplicate, one copy to be given to the Employer. The Employer's copy must be on the job from starting time.

**SECTION 2.** All time worked over and above eight (8) hours in any one-day shall be deemed overtime. Overtime work, as above defined, shall be paid for at premium rates. On Monday through Friday, the ninth (9th) and tenth (10th) hours, and eight (8) hours on Saturday, of work shall be paid for at time and one-half the applicable rates. Eight (8) hours of repaint work performed on Sunday shall be paid for at time and one-half the applicable rate. All overtime work in excess of the foregoing, all work performed on Legal Holidays, and all work performed on Sunday, shall be paid for at double the applicable rate.

**SECTION 3.** Any eight (8) hour shift started at noon or later shall be deemed as a night shift. All night shift work shall be construed as work done during the period which begins at 12:00 noon of any day and which ends at 8:00 a.m. of the following day. A night differential of Fifty Cents (50¢) shall be added to the applicable wage rate as set out in Article III, and the resulting sum shall be the employee's night shift rate.

**SECTION 4.** Shift rate: Any work performed in excess of eight (8) hours on the night shift shall be paid for in accordance with the provisions of Section 2 and 3 of this Article V.

**SECTION 5.** No work shall be allowed on Saturdays, Sundays or legal holidays, except in case of emergency, and then only when a special permit covering such emergency work has been obtained from and issued by the Business Manager/Secretary-Treasurer of the District Council. Only employees shall be eligible for such permit on request of the Employer.

**SECTION 6.** When a painter loses time from his regular eight (8) hour day due to weather conditions, while working on exterior repaint work, the Employer may request the painter to make up the lost time on subsequent regular work days, Monday through Friday, at no more than two hours per day, to be paid for at straight time or be made up on weekend with special permit from District Council No. 22, and only from Employees on that job site. The painter is free to refuse the Employer's request.

## **ARTICLE VI Transportation and Travel Expenses**

**SECTION 1.** The Employer shall pay the transportation costs of Employees required to go outside of the District Council 22 jurisdiction. For all time consumed in traveling to and returning from out of Town Jobs, the Employer shall pay the Employee at the agreed base rate. When an Employee is required to remain out of town until a job is completed, the Employer shall pay his room and board at a reasonable rate. When the job requires the Employee to remain out of town on the week-end, he shall be paid room and board for Saturday and Sunday.

**SECTION 2.** The Employer shall pay traveling expenses to employees traveling to and from any job outside of Wayne, Oakland, Macomb, Washtenaw and Livingston Counties, computed on the formula as arrived at between the parties involved.

**SECTION 3.** Time consumed traveling between jobs within working hours shall be treated as working time and paid for as such.

## **ARTICLE VII Payable Time**

**SECTION 1.** Employees called to the Employer's shop or job, but not put to work, shall receive at least a half day's pay, weather conditions excepted.

**SECTION 2.** The Employer shall pay at least two (2) hours' pay to newly hired employees who are laid off for cause during their first day of work.

**SECTION 3.** Any employee spraying during any portion of a four-hour period shall receive proper time for personal clean-up before starting another job, the same as if he had worked the full period.

**SECTION 4.** The Employer shall pay at least two hours pay to any employee who reports for a job as a paperhanger or any other wallcovering hanger.

## **ARTICLE VIII Discharge and Layoff**

**SECTION 1.** Employees discharged or laid off shall be paid immediately, and the steward on the job must be notified of such action before the discharge or layoff becomes effective. Employees who quit shall be required to wait until the next regular pay day for their pay, unless the Employer chooses to pay them prior to the regular pay day. Discharged employees may be paid off at the Employer's established office, in which event the employees shall be entitled to an additional two (2) hours' pay.

**SECTION 2.** Employees who start work at 8:00 a.m. shall not be discharged before noon; and employees who start work at 12:30 p.m. shall not be discharged before 4:30 p.m. However, the employees laid off shall be notified at least thirty (30) minutes prior to layoff. This shall not apply to newly hired men.

## **ARTICLE IX Apprentices**

**SECTION 1.** Effective June 1, 1998, the Commercial, Industrial employer will contribute Fifteen Cents (15¢) per hour for each hour worked by all employees covered by this Agreement to maintain the Apprentice Program. The Residential Employer will contribute Twelve Cents (12¢) per hour for each hour worked by all employees. This hourly amount is adjustable to maintain the program.

**SECTION 2.** The District Council will endeavor to place one (1) apprentice in every shop employing three (3) journeymen and two (2) apprentices in shops employing six (6) journeymen and four (4) apprentices in shops employing twelve (12) journeymen. When the Apprentice School has a surplus of apprentices, the District Council, at its discretion, with the approval of the Apprenticeship Committee, may furnish more apprentices to any shop for covering up equipment, moving scaffold, etc., with the express purpose of furnishing employment to apprentices. The number of apprentices, and their names, shall be recorded on and sent in by the Employer with his monthly insurance payment return.

It shall be mandatory for each Employer of five (5) or more employees to employ at least one apprentice and to hire additional apprentices in the proper ratio to the total number of employees in the shop.

**SECTION 3.** Apprentices shall be regulated in accordance with the regulations issued by the United States Bureau of Apprenticeship and Training. The apprentice shall attend vocational training school at least four (4) hours per week.

**SECTION 4.** Apprentices shall be paid a percentage of the journeymen minimum hourly wage rate as follows:

50% first six months  
65% second six months  
70% third six months  
75% fourth six months  
80% fifth six months  
85% until the apprentice has completed the training program

**SECTION 5.** Apprentices shall be indentured to the Joint Apprenticeship Committee, consisting of three (3) members from the Employers and three (3) members from the Union, whose duties shall be to see that a very thorough and effective training and employment program for apprentices will be effectuated and maintained. No apprentices shall be permitted to work without a journeyman being on the job.

**SECTION 6.** The following regulations shall apply to apprentices:

- A. An apprentice making application must appear before the Joint Apprenticeship Committee for approval.
- B. There shall be a probationary period of thirty (30) days for all apprentices.
- C. Violation of this Article by Employer or Apprentices shall subject either or both to penalty.
- D. Every consideration shall be given the Apprentice in case of a slack period such as rotating the working hours so that the Apprentice may get his just share of the work.

**SECTION 7.** The Apprenticeship Committee has no authority to deviate from this Article in respect to apprentices.

**SECTION 8.** There is hereby created a Trust Fund, to be known as Metropolitan Detroit Painting Industry Apprentice Training and Journeyman Upgrading Trust Fund, hereinafter referred to as "Apprentice Training Fund". The Apprentice Training Fund shall be administered by the Trustees of Painters Union Deposit Fund, pursuant to a Trust Agreement adopted by the parties hereto. For maintenance of the school and the Apprentice Program, the contractors will contribute as provided in Section 1 to the Joint Training and Journeyman Upgrading Trust Fund.

## **ARTICLE X Spray Regulations and Health Provisions**

**SECTION 1.** To avoid any future legal entanglements and so that the Union shall at all times have the undisputable right to use whatever means or methods necessary to protect the health of its membership, the Employer agrees that the following named materials and equipment are considered hazardous and detrimental to health and safety and, therefore, that their use shall be regulated as follows:

- A. Spraying of white lead, red lead paints or any other known poisonous material, shall not be allowed at any time or place.
- B. Spraying of materials containing lacquer thinner or any other toxic thinners shall not be allowed at any time unless all necessary precautions and safeguards are used, such as proper masks or hoods, and only when suction fans are used to withdraw dangerous fumes.
- C. The union reserves the right to have all materials recommended to be applied by spray machine to be thoroughly tested by a qualified testing laboratory.
- D. Failure to comply with "State of Michigan Safety Code for the Construction Industry" will be considered a violation of Article X, and this Agreement and shall be sufficient cause for the Union to stop job until rules are complied with MI OSHA and E.P.A.
- E. All drywall taping material shall be free of asbestos or other dangerous ingredients.

### **New Interior or Exterior Surfaces Not Sprayable**

**SECTION 2.** Putty coat plaster, drywall, sand finish plaster or sash panel partitions, or trim of either smooth wood or metal composition materials.

### **Permits**

**SECTION 3.** On both interior and exterior work, written permission from the Secretary of the District Council must be obtained for the spraying of any materials or surfaces not specifically dealt with in the prior Sections of this Article. A request for such permit will be considered by the District Council if the request is made in order to meet competition of plant maintenance painters.

## **ARTICLE XI Trade Practices**

**SECTION 1.** The Employer agrees that he will not SUBLET OR SUB-CONTRACT to any of his employees or other persons, by contract, or otherwise, any preparatorial work, wall washing, painting, hanging of wallpaper, or wall covering, removal of wallpaper or paper cleaning, unless such person or sub-contractor is party to a signed agreement with the Union. The Employer further agrees that he will not pay any employee employed under this Agreement on a piece work basis, but will pay such employees on an hourly rate basis only. Whenever the accountant selected by the Trustees of the Painters Union Insurance, Pension and Vacation Funds performs an audit on the records of any Employer as provided for in Article XVIII, Section 2 hereof, and such audit discloses that the Employer has paid bonuses to an employee or employees on a regular or periodic basis, it shall be presumed that such Employer has violated this Section in that he has either subcontracted work to an employee or has paid an employee on a piece work basis. The Employer may rebut this presumption by any reasonable evidence which convinces the Joint Committee that he did not violate this Section. The Employer and the Union agree that compliance with this Section by the Employer is a material consideration for this Agreement, and breach of this Section by the Employer is a material breach of contract. Accordingly, the parties agree that the Joint Committee may assess damages against an Employer found guilty of breach of this Section in any amount of money up to \$1,000.00 and, on second breach of this Section during the life of this Agreement, the Union may cancel this Agreement with the breaching Employer. The damages of \$1,000.00 are in addition to any fringe benefit contributions and liquidated damages found to be owing by the Employer to the Painters Union Deposit fund, pursuant to Article XVIII of this Agreement. Under no circumstances will the Employer employ persons other than journeymen or apprentice painters to do any class of preparatorial or other kind of work which is under the jurisdiction of this Union. Paperhangers and other wall covering hangers shall be employed on an hourly pay basis only, under the terms and conditions of this Agreement. Fringe benefit payments must be made on all hours worked by hangers doing paper, vinyl or any other wall covering work.

**SECTION 2.** Journeymen shall be prohibited from soliciting or contracting work. Whenever a journeyman decides to contract work, he becomes an employer within the meaning of this Agreement. Such journeyman shall immediately become a signatory to this Agreement and shall be subject to all the provisions herein applicable to Employers.

**SECTION 3.** No contract or agreement between the Employer and any individual employee, or between the Employer and any representative of the Union, under which the terms, rates, hours or conditions of employment are less favorable to employees than those herein specified, shall have any force or effect. No modification of this contract shall have any effect unless such modification shall have been signed by the Employer and the Union and executed under the seal of the District Council. Acceptance by any individual employee (or group of employees) of a sum of money from the Employer as wages which is less than that to which he is entitled under the terms of this contract, shall not constitute a waiver of his claim to the remainder of his wages, notwithstanding that such employee shall have signed a check or receipt as "payment in full", and such acceptance shall not be treated as full pay for work performed.

**SECTION 4.** Where a journeyman becomes or is an Employer, the name of such Journeyman Employer shall be recorded with the Secretary of the District Council. Where such journeyman has been so engaged as an Employer, signatory to this Agreement, and thereafter returns to work as an employee journeyman, his contract with the Union shall automatically be cancelled and he shall not be eligible to again become a signatory to a Union contract for a period of one year from date of cancellation. Every Employer who is a sole proprietor must employ at least one (1) journeyman for not less than 120 days in every calendar year. Every Employer, which is a partnership, a corporation or a joint venture, must employ at least three (3) journeymen for not less than 120 days each in every calendar year. In any Employer Unit which is a partnership, corporation or joint venture, the partners, the corporate officers and the principal stockholders shall be deemed "principals". Only one principal may work with the tools of the trade, unless the Employer Unit employs simultaneously, three or more journeymen. The name of such working principal shall be registered with the Joint Committee and the registered working principal shall remain unchanged unless the Joint Committee assents, in writing, to a change. If the Employer Unit employs, simultaneously, two or more journeymen, then two principals may work with the tools of the trade. If the Employer Unit employs, simultaneously, three or more journeymen, then all principals may work with the tools of the trade. Upon request, in special cases, the Joint Committee may make exceptions to the provisions of this Section. If an Employer violates this Section the Union may place a qualified outside shop steward on his job or the Union may cancel his contract.

**SECTION 5.** The Employer shall provide a pass to enable the Union's representative to enter all industrial and commercial jobs whenever possible, which pass shall always be at the entrance.

**SECTION 6.** The Union agrees that it will not sign a collective bargaining agreement with any Employer or contractor unless he establishes that he is qualified by background, experience, and financially able to carry out the duties and responsibilities of a painting contractor as contained herein, and unless he maintains a regularly constituted and properly supervised painting facility.

**SECTION 7.** No journeyman or apprentice painter shall be required as a condition of employment to transport material or equipment in his personal car or other such conveyance.

**SECTION 8.** The Employer shall post in all work or shop boxes, the name of the insurance agency or company under which the Employer is insured, and a list of medical clinics and doctors to which an employee can go or be sent for treatment in case of an accident.

**SECTION 9.** The Employer or his supervisor is required to report any accident or injury of any employee, to the Painters District Council No. 22, within twenty-four (24) hours of said accident or injury, if such accident or injury involves the hospitalization of the employee.

## **ARTICLE XII Insurance**

**SECTION 1.** The Employer shall at all times carry Workers' Compensation Insurance and shall exhibit proof of such coverage to the Union on demand. To be in compliance to this section all signatories to this Agreement will also furnish to the Union through their insurance agents or company a CERTIFICATE OF INSURANCE showing policy of Workmen's Compensation Coverage for each calendar year and from year to year thereafter.

**SECTION 2.** The Employer shall, regardless of the number of employees in his employ, become and remain a subject Employer under the terms of the Michigan Employment Security Act, and shall exhibit proof of such coverage to the Union on demand.

**SECTION 3.** The Employer shall submit to the Union on request a quarterly statement showing that unemployment compensation taxes have been fully paid.

## **ARTICLE XIII Stewards**

**SECTION 1.** The District Council No. 22 shall have the right to appoint Shop and Job Stewards from among the employees of an Employer, signatory to this Agreement, and the names of such stewards shall be made known to their Employers. No steward so installed shall be discharged, laid off or transferred from a job without the consent of the District Council. To be eligible for appointment of Shop Steward, a journeyman must be on the payroll of that employer for at least fifteen (15) working days. This section shall not conflict with Section 4 of this article XIII.

**SECTION 2.** The duties of stewards shall be to see that the provisions of this Agreement are observed by both parties hereto, and that the Constitution of the Brotherhood and By-Laws of the Painters' District Council No. 22 are observed by the membership.

**SECTION 3.** It is agreed that all stewards shall receive an equal share of regular and overtime work when qualified for that particular type of work.

**SECTION 4.** Employer agrees that where there is a direct violation of the contract on the job, the Union may place an outside steward on that job if the steward is qualified for that type of work. The Joint Committee may request and Union shall appoint an outside Shop Steward in any shop which has had over two violations of the contract within one year, if the Union has not appointed a Shop Steward in that shop.

**SECTION 5.** The Shop Steward shall be given sufficient time each month to check on all jobs, but this time is not to exceed one (1) day per month. However, in those shops where all jobs cannot be checked in one day per month the Employer will assign the steward to various jobs during the month to allow him the opportunity to completely check all jobs.

**SECTION 6.** The Employer shall notify the steward of all layoffs, discharges and hiring within a reasonable time, which shall not exceed twenty-four (24) hours.

**SECTION 7.** The District Council No. 22 shall have the right to place the Shop Steward on any job site it deems necessary upon reasonable notification to the Employer.

**SECTION 8.** The Union may place a qualified outside Shop Steward on the job of any new Employer.

## **ARTICLE XIV General Provisions**

**SECTION 1.** The Employer agrees to furnish the District Council and/or the Steward with locations of all jobs upon request.

**SECTION 2.** All equipment, and in particular swingstages, tooth picks, ladders and scaffolds shall be inspected every day before using same.

**SECTION 3.** The Employer agrees to furnish drinking water facilities and sanitary cups on all jobs, and sufficient clean sanitary rags for personal clean up.

### **SECTION 4.**

- A. On all swingstage or scaffold work on horizontal cables, employees must be provided with and required to wear safety-belts, lanyards, proper rope-grips, attached to safety lines when necessary.
- B. On all swingstage operations using two (2) sets of rope falls, must be manned by two (2) employees.
- C. The Employer agrees to furnish a journeyman who must be a qualified swingstage operator to watch a swingstage which hangs suspended and/or where the ropes from such a swingstage comes into contact with an alley, street, conveyor or any moving objects other than pedestrians.
- D. Proper safety masks must be furnished to all painters and worn at all times when sanding is being done.
- E. All airless pumps must have a dump valve on pump to release pressure in lines or hose in the event gun is plugged. No gun shall be used without proper trigger guard or other safety features now available and necessary for full safety.

**SECTION 5.** Employees, when engaged as painters, shall furnish a good quality duster, a putty knife, a hammer and screwdriver and when engaged as paperhangers shall furnish all hand tools and straight edge.

**SECTION 6.** No employees will be required to take time off to cancel overtime worked.

**SECTION 7.** Employees required to wait for supplies or equipment repairs shall be paid for all such "dead time" at their regular rate of pay.



**SECTION 8.** No employee shall report for work at the shop earlier than thirty (30) minutes before starting time or at the job earlier than fifteen (15) minutes before starting time. When men come after starting time they shall be started at the next half hour or hour. No employee shall leave the job prior to normal quitting time as provided in this Agreement.

**SECTION 9.** The Union and its representatives shall not transfer or attempt to transfer an employee from one Employer to another Employer without the consent of the Employer; and the Employer shall not transfer an employee from one Employer to another Employer without the consent of the District Council.

**SECTION 10.** During the months of November through April, no employee, as defined in the Agreement, shall work more than forty (40) hours in any regular payroll week while there are qualified men unemployed.

**SECTION 11.** Violations of this contract on the part of individual employees shall not be chargeable to the Union except for such actions which have been duly authorized by the Union. The Union agrees to take disciplinary action, under the terms of its Constitution and By-Laws, against members alleged to have violated this contract, upon complaint made by the Employer. The Employer and the Union agree that they are responsible for the carrying out of the obligations of this contract.

**SECTION 12.** The Employer agrees that all brush hands be allowed ten (10) minutes for cleaning up at noon and five (5) minutes at quitting time at the shop or box. Spraymen shall be allowed fifteen (15) minutes at noon and twenty (20) minutes at quitting time for personal cleaning up at the shop or box. Men working in connection with spraymen such as men blowing off and rigging shall have the same clean-up time as the spraymen.

**SECTION 13.** All Employer's equipment hauling trucks shall have his name or firm name displayed or painted on such vehicles in letters not less than two (2) inches in height.

**SECTION 14.** Where suitable facilities are not available to the employees, Employer agrees to furnish shanty for changing of clothing.

**SECTION 15.** All trucks and station wagons used in transporting material and equipment for the Employer shall be registered and licensed in the name of the Employer, excluding cartage company trucks.

**SECTION 16.** Where caustic or acid materials are to be used, the Employer shall furnish protective clothing to the employee at all times.

**SECTION 17.** Whenever possible, employees shall be notified on prior day of where they are to report for the next day's work.

**SECTION 18.** Protective glasses and proper operating masks must be supplied to operators of all power tools before work starts. In all interiors of tanks or confined areas the air circulating type hood must be used. Disputes involving the use of the air circulating type hood in other areas shall be referred to the Joint Committee, which shall check the job for safety and render a decision.

**SECTION 19.** All sand pots used for blasting must be provided with a complete electrical bell signal system or dead man control valve at operator's hand.

**SECTION 20.** All employees to be granted a coffee break in the morning between the hours of 9:00 a.m. and 10:00 a.m., not to exceed ten minutes. The time of the coffee break will be at the discretion of the foreman.

**SECTION 21.** Union and Management agrees, that all employees must be properly attired in clean white painters overalls when the job requires such apparel and changed at least once each week.

**SECTION 22.** All jobs involving hazardous work must be manned by not less than two (2) men.

**SECTION 23.** All materials or products not normally used in the "Painting Industry" at the present time, which the Union deems hazardous must be presented to the Joint Trade Board for study, and/or approval, prior to use or application of same in order to protect the safety and health of the employees.

**SECTION 24. Drug Usage.** In the interest of safety: intoxication, possession, consumption or use of alcoholic beverages or illegal drugs is not permitted on jobsites or while driving a company vehicle. The Union agrees to abide by the substance abuse program approved by the labor-management committee known as Management and Unions Serving Together (M.U.S.T.), adopted on February 25, 1992, or any other M.U.S.T. agreement jointly amended.

## **ARTICLE XV Maintenance of Conditions and Record Keeping**

**SECTION 1.** It is to the interest of all parties to this Agreement that its terms be strictly adhered to by payment to employees of not less than the minimum wages herein prescribed, overtime at the rates and for the hours herein prescribed, and by the observation of all the restrictions, regulations, rules, practices and any and all other provisions. The parties agree that failure to so adhere to the contract harms the employees by depriving them of benefits to which they are entitled; harms fair Employers by subjecting them to unfair competition; and harms the public by undermining the standards of the painting and decorating industry.

**SECTION 2.** All specifications by the architect, general contractor, mechanical contractor and builder, shall be adhered to on all jobs and said specifications shall be made available, upon request to any Business Representative of the Union. Any violation of such specifications shall be considered as a violation of this Agreement. Where a conflict or variance between the specifications and this Agreement shall be found, this Agreement shall govern.

**SECTION 3.** The Employer agrees not to undertake any job for an architect, general contractor, mechanical contractor, or builder, except under the terms of a written contract for such work to be performed.

**SECTION 4.** The parties agree to enter the Project Agreement for Maintenance by Contract of the General Presidents' Committee on Contract Maintenance for any qualified project of maintenance, repair or renovation work.

**SECTION 5.** Each Employer signatory hereto shall prepare and keep accurate and complete payroll records with respect to all employees covered by this Agreement. These records must show the name, address and social security number of each employee; his work classification, his rate of pay, the daily number of hours worked by him, the weekly number of hours worked by him; and, with respect to his weekly pay, the date of payment, the dates of the pay period, the hours worked in the pay period, the number of overtime hours worked, the total wages earned, including vacation pay, expense money reimbursed, all other special payments, federal, state and city income tax withheld, F.I.C.A. taxes withheld, the amount of vacation pay to be deposited in the Vacation Fund, and all other deductions. These records shall be preserved for a minimum of three (3) years after the periods which they cover.

The promise of each Employer to prepare and keep the foregoing listed records is a substantial consideration requested by and given to the Union in return for its becoming party to this Agreement, and the failure of any Employer to accurately prepare and keep the foregoing list of records is a substantial breach of this Agreement, for which breach the Union may claim any appropriate legal or equitable remedy, including, but not limited to, the right to cancel this Agreement.

## ARTICLE XVI State Laws

**SECTION 1.** All Employers signatory to this Agreement must comply with the applicable laws of the State of Michigan governing State licenses.

**SECTION 2.** All Employers signatory to this Agreement shall present for inspection such State licenses or application for the same.

**SECTION 3.** In the event any Employer filing application for such license is refused the same by the State of Michigan, for whatever reason, this Agreement shall become null and void as to such Employer. Thereupon, within five (5) days from said date of rejection of license the Union men working for any such Employer shall be withdrawn.

**SECTION 4.** The Union reserves the right to enforce the State of Michigan General Safety Rules and Regulations for the construction industry.

## ARTICLE XVII Numbering of Agreements

**SECTION 1.** All Agreements executed between the Employer and the Union shall bear a consecutive serial number and be signed in duplicate.

## ARTICLE XVIII Painters Union Deposit and Other Trust Funds

**SECTION 1.** In addition to all other payments required by this Agreement, each Employer shall contribute monthly, or weekly, or at such other intervals as shall be required by the Trustees, on forms provided by the Trustees of Painters Union Deposit Fund, that amount of money shown in Article III, Section 3 and Section 5 hereof, as the Total Fringe Benefit Package, for each hour worked during that month or other interval by all employees employed by him and covered by this Agreement, to a fund known as the Painters Union Deposit Fund, which shall be a collection fund for the purpose of centralizing the payments required of Employers and which shall be administered by the Trustees of Painters Union Insurance Fund, who shall be the Trustees of Painters Union Deposit Fund. An Employer shall not be required to make his contributions more frequently than monthly except as a result of an express decision of the Trustees to that effect.

The Trustees of the Painters Union Deposit Fund, monthly, shall pay over from the Painters Union Deposit Fund, to each Painters Union Insurance Fund, Painters Union Pension Fund, Painters Union Vacation Fund, Metropolitan Detroit Painting Industry Apprentice Training and Journeymen Upgrading Trust Fund, that portion of the total monthly receipts of the Painters Union Deposit Fund equivalent to a fraction of which the numerator is the amount of hourly contributions to the respective Fund, as set forth in Article III, Section 3 and 5 (Fringe Benefit Package), and of which the denominator is the total of the hourly fringe benefit contribution.

Each Employer agrees to add to each employee's weekly gross earnings the amount of the Vacation Fund contribution payable for that employee for that week, prior to the withholding of any taxes, and the computation of withholding shall be based upon the sum of gross earnings plus Vacation Fund contributions. The purpose of this requirement is to arrange that, when the employee draws his vacation pay from the Vacation Fund, the vacation pay shall be net to the employee, with all taxes paid.

The Painters Union Insurance Fund, the Painters Union Pension Fund, the Painters Union Vacation Fund, and the Metropolitan Detroit Painting Industry Apprentice Training and Journeyman Upgrading Trust Fund, shall be separate and distinct Funds which shall never be commingled and whose identities shall always remain separate and which shall be administered under separate trust agreements. However, the Trustees of these Funds may be the same Trustees, and further, each trust agreement must contain the following provisions:

- A. There shall be ten (10) Trustees, five (5) of whom shall be appointed by the Union, four (4) of whom shall be appointed by an employer association of the Michigan Alliance of Union Painting Contractors, and one (1) of whom shall be appointed by Michigan Drywall Contractors Association, Inc., and each Employer Trustee shall be an Employer as defined in Article 1, Sec. 2, hereof.
- B. The Trustees shall serve at the will of the Union or Employers which appointed said Trustees and shall serve without compensation except as provided in the By-Laws of the Trust Agreement.
- C. All dividends accumulated under any insurance policy purchased by the Trustees, and any other dividends, interest, or other accretions of any kind or nature whatsoever under any of the Trust Funds, shall be returned and added to the respective Trust Funds and shall be used only for the purpose as specified in each Trust Agreement.
- D. The Trustees shall have sole discretion to manage the Trust Fund for the purpose of which it was created.

**SECTION 2.** Each Employer, signatory to this Agreement, hereby authorizes and empowers any accountant selected by the Trustees of any said Funds to make regular audits of the Employer's payroll records to ascertain whether the Employer has complied with the requirements of this Agreement. Each Employer, signatory to this Agreement, hereby further authorizes and empowers any accountant selected by the Trustees of any said Funds to have access to, and to inspect any and all books, records, accounts, ledgers, and records of original entry, for the purpose of determining whether or not the Employer has conformed with the provisions of this Agreement. Such inspection shall be made only on an express order of the Board of Trustees. Whenever it has been determined that an Employer has violated Article XI, Section 1, hereof, by the payment of bonuses to an employee or employees on a regular or periodic basis, such Employer agrees that the Trustees of Painters Union Deposit Fund may convert the bonus payments to an hourly rate of pay to establish the number of hours for which contributions shall be made to the Painters Union Deposit Fund by such Employer.

**SECTION 3.** The Association, the Union and every Employer signatory to this Agreement agrees that the damages which will result from the failure of an Employer to pay his fringe benefit contributions on time, or in the correct amount, are difficult to calculate with any certainty and, therefore, any Employer who fails to make payments to the Funds, in accordance with this Agreement, shall pay as liquidated damages, in addition to the contributions, as follows:

Delinquency for 1 to 15 days - 5% of monthly contribution  
Delinquency for 15 to 30 days - 10% of monthly contribution  
Delinquency for 30 to 45 days - 20% of monthly contribution

**SECTION 4.** After an Employer has been in default for 46 or more consecutive days, the Employer shall not be permitted to contribute to the Funds until he (1) has paid all past due contributions plus all assessed liquidated damages; (2) has posted a \$10,000.00 cash security deposit or surety bond or bank letter of credit to guarantee his payment of future contributions, when they become due; and (3) has complied with all other conditions reasonable and lawfully imposed by the Trustees. After an Employer has been in default for 46 or more consecutive days, the Employer may have his collective bargaining agreement cancelled by Painters District Council No. 22 and the collective bargaining agreement shall not be reinstated until and unless the Employer (1) has satisfied all outstanding claims of his employees to benefits arising out of this Agreement; (2) has paid the monthly payments and liquidated damages to date; (3) has posted a \$10,000.00 cash security deposit or surety bond; or bank letter of credit, and (4) has complied with any other conditions reasonably and

lawfully imposed by the Trustees. In the event that any Employer is in default, the Trustees may demand an assignment of accounts receivable from such Employer in an amount necessary to protect the several Fringe Benefit Funds.

**SECTION 5.** All liquidated damages levied by virtue of Section 4, shall be distributed to the Trustees of the Painters Union Insurance Fund, the Painters Union Pension Fund, the Painters Union Vacation Fund, and Metropolitan Detroit Painting Industry Apprentice Training and Journeymen Upgrading Trust Fund in the same ratio and proportion as all receipts of Painters Union Deposit Fund are distributed.

**SECTION 6.** Whenever an employee covered by this Agreement is employed anywhere in the United States by such Employer, the Employer is required to make the payments called for by Article XVIII of the Collective Bargaining Agreement. The Union agrees that the Employer is entitled to inquire from all prospective employees by any legal inquiry whether or not such prospective employee is a member of a Union affiliated with Painters District Council No. 22.

It is further agreed that the Employers shall submit to the Administrator of the Painters Union Insurance, Pension, Vacation Funds, and Metropolitan Detroit Painting Industry Apprentice Training and Journeyman Upgrading Trust Fund all payroll records on all jobs outside the geographical jurisdiction of the Union every fifteen (15) days from the date of commencement of the job. If such reports are submitted, the Union agrees that any claim for additional compensation or benefits must be presented in writing to the Employer within ten (10) days from the end of the week in which the claim arose. Failure to submit a claim within said ten (10) days shall bar any such claim from being presented to/against the Employer.

**SECTION 7.** The parties hereto agree that it is their desire to make sure that the Funds referred to in this Article XVIII receive all the contributions due them and it is the further desire of the parties hereto that all Employers signatory hereto be accorded fair and equal treatment with respect to the inclusion of their employees under these Funds. Accordingly, it is agreed that any Employer which is a corporation, at the time when it executes this Agreement, will furnish to the Union and to the Trustees of Painters Union Deposit Fund, a list, naming every stockholder, corporate officer, or salaried employee who performs work of the kind and character which is performed by persons who are included in the definition of Employee as set forth in Article I, Section 2 of this Agreement. Such stockholder, corporate officer or salaried employee is referred to in this Agreement as "Principal". The Employer (Corporation) will then contribute on each such listed Principal for forty (40) hours per week, fifty-two (52) weeks per year, to Painters Union Pension Fund at the hourly rate of pension contribution specified in this Agreement. The Employer (Corporation) shall also pay each month on each such listed Principal to Painters Union Insurance Fund the monthly contribution rate specified by the Trustees of Painters Union Insurance Fund for the self-paying contractor. The Employer (Corporation) shall not contribute to Painters Union Vacation Fund for any such listed Principal.

Whenever a change occurs by which any of the listed Principals ceases to work as an Employee within the definition set forth in Article I, Section 2, or by which any person who was not listed becomes a Principal, the Employer (Corporation), within ten days of such change, will notify the Union and the Trustees of Painters Union Deposit Fund of such change. Failure to comply with the provisions of this Section shall constitute a material breach of this Agreement for which breach the Union may, at its election, terminate this Agreement and also sue the Employer (Corporation) for damages, both compensatory and punitive.

## **ARTICLE XIX**

### **Guaranty of Contract Liability (New or Delinquent Employers)**

**SECTION 1.** Every new Employer who becomes a signatory to this Agreement shall be required to post a cash security deposit of \$1,000.00 upon signing the Agreement. Within thirty (30) days after signing the Agreement, such Employer shall be required to post a cash security deposit or a surety bond or a bank letter of credit in the amount of \$10,000.00 to insure the payment of wages, fringe benefit contributions and liquidated damages required under the terms of this Agreement. Upon posting the cash security deposit or surety bond or bank letter of credit, the \$1,000.00 initial cash security deposit shall be returned to the Employer. The \$10,000.00 cash security deposit, surety bond or bank letter of credit shall be deposited with the Trustees of Painters Union Deposit Fund. A new Employer as used in this Article is defined as any Employer who is not a signatory to the prior collective bargaining agreement or any Employer which incorporated after June 1, 1992.

**SECTION 2.** Every Employer who becomes delinquent in payment of his fringe benefit contributions under this Agreement shall be required to post a cash security deposit or a surety bond or a bank letter of credit in the amount of \$10,000.00 to insure the payment of unpaid wages, fringe benefit contributions and liquidated damages required under the terms of this Agreement. Within fifteen (15) days after notice from the Trustees of Painters Union Deposit Fund that he has become delinquent in payment of his fringe benefit contributions under this Agreement, the delinquent Employer shall post the \$10,000.00 cash security deposit or surety bond or bank letter of credit.

**SECTION 3.** In the event the Employer furnishes a cash security deposit in the amount of \$10,000.00 pursuant to this Article XIX, the cash security deposit shall be returned to the Employer when the Employer terminates business, owing no wages, fringe benefit contributions or liquidated damages. Any employer who makes a cash security deposit after the execution of this Agreement shall be entitled to receive earnings on the cash security deposit, at passbook rates. Nothing in this paragraph shall preclude any Employer from substituting a surety bond or bank letter of credit for a cash security deposit made under this Article. In such event, said cash security deposit, plus interest, shall be returned to the Employer upon the presentation of the surety bond or bank letter of credit.

**SECTION 4.** Whenever an Employer has failed to pay wages, fringe benefits contributions or liquidated damages due and owing, the Trustees of Painters Union Deposit Fund may file a claim against any surety bond, or bank letter of credit furnished by such Employer or may withdraw from any cash security deposit furnished by such Employer, the amount of money due and owing. The Employer shall then be required to furnish a new surety bond or a new bank letter of credit or add to his cash security deposit the amount of money necessary to bring the deposit up to \$10,000.00. Whenever any Employer is in default, the Trustees of Painters Union Deposit Fund may also demand an assignment of accounts receivable from such Employer in the amount necessary to cover unpaid wages fringe benefit contributions and liquidated damages owing.

**SECTION 5.** An Employer who has been required to post a surety bond, or a bank letter of credit, or to make a cash security deposit pursuant to the terms of this Article, shall be relieved of the obligation to post a surety bond, or a bank letter of credit, or shall have his cash security deposit returned to him after the passage of twenty-four (24) consecutive months during which he has paid his fringe benefit contributions timely and has not been delinquent in any other payment due the Fringe Benefit Funds and has not been guilty of any violation of this Agreement.

## **ARTICLE XX**

### **Grievances**

**SECTION 1.** During the term of this Agreement, whenever a dispute arises between the Union and an Employer concerning the carrying out of this Agreement or whenever it is charged that an Employer has violated, is violating, or is about to violate this Agreement, the procedure set forth in the balance of this Article XX shall be followed.

- A. Whenever a grievance or dispute arises under this Agreement, or whenever it is charged that an Employer has violated, is violating, or is about to violate this Agreement, both the Employer and a Business Representative of the Union shall attempt to settle the grievance or dispute or terminate the alleged violation of this Agreement. A report shall be furnished to the Detroit and Metropolitan Area Painting Industry Joint Committee, hereafter referred to as Joint Committee, on a form furnished by the Joint Committee of all grievances and disputes settled by an Employer and a Business Representative of the Union, which report shall state the nature of the dispute and the settlement agreed upon. The settlements of grievances or disputes of a very minor nature, exclusive of spray violations, need not be reported. Every case in which it is charged that an Employer has violated, is violating or will violate this Agreement, even though the violation is admitted, settled or terminated, must be reported to the Joint Committee.

If the Employer and the Business Representative of the Union are unable to resolve the grievance or dispute or to terminate the claimed violation of this Agreement, then the matter shall be referred to the Joint Committee to be handled as hereinafter set forth. When a dispute or grievance is settled, the Employer shall be notified by a letter of the terms of settlement. If the settlement of the dispute or grievance requires that the Employer pay damages, he shall pay the same within fifteen (15) days of the date of the letter of notification, or claim his appeal in writing to the Joint committee within the same time.

- B. There is hereby created a Joint Committee, to consist of twelve (12) members, six (6) to be appointed by the Union and six (6) to be appointed by the Association, and each Association member shall be an Employer as defined in Article I Section 1 hereof. The Union and the Association shall each also appoint six (6) alternate members, who shall be entitled to attend all meetings of the Joint Committee, but without voice or vote unless replacing a regular member, in which case the alternate shall have full power to act as though he was a regular member of the Joint Committee.
- C. The Joint Committee shall elect from among its members a chairman and a secretary. The chairman and the secretary shall not both be representatives of the Union or the Association. The Joint Committee shall hold regular meetings at times and a place established by the Joint Committee. Special meetings may be held at other times at the call of both the chairman and secretary. Six (6) members of the Joint Committee shall constitute a quorum for any meeting as long as the Union and the Association is each represented by three (3) member. On all questions, motions or matters to be decided, the representatives of the Union and the Association shall vote as a unit, each group of representatives casting a single vote. The Joint Committee may establish by-laws and rules of procedure for itself. Roberts Rules of Order shall determine the procedure to be followed at meetings of the Joint Committee, unless a special rule of the Joint Committee provides otherwise.
- D. Whenever a grievance, dispute or claimed violation of this Agreement is referred to the Joint Committee, in accordance with A of this Section, the Joint Committee is empowered to adjust such grievance, dispute or contract violation and, in doing so, shall interpret this Agreement so as to give force and effect to the intent, purpose and meaning of this Agreement. The Joint Committee shall also receive all written complaints that any Employer, signatory to this Agreement, is believed to have violated or to be violating any of its provisions. All decisions of the Joint Committee shall be consistent with all prevailing and applicable federal and state laws, and shall be final and binding on all parties to this Agreement except for the right to an arbitration hearing as provided herein. In every case involving spray violations, if the Joint Committee determines that the Employer is guilty and that the Employer shall pay damages, the damages shall not be less than \$125.00. When a dispute or grievance is settled, the Employer shall be notified by a letter of the terms of settlement. If the settlement of the dispute or grievance requires that the Employer pay damages, he shall pay the same within fifteen (15) days of the date of the letter of notification, or claim his appeal within the same time in writing. If the guilty Employer does not appeal to the Joint Committee for a rehearing of his case or take steps to appeal from the decision of the Joint Committee to an arbitrator within fifteen (15) days of the date of the letter of notification, then the decision of the Joint Committee is final and the case is closed.
- E. In the adjustment or settlement or disposition of matters referred to it, the Joint Committee shall have authority to investigate the matter through a committee, to bring in all parties concerned and to hear all the evidence concerning the case. No Association Representative to the Joint Committee shall participate as a Joint Committee member in any case in which he or his Employer is involved, either directly or indirectly, nor shall any Employer signatory to this Agreement act as a member of the Joint Committee in any case in which he or one of his employees is directly or indirectly involved. No Union Representative to the Joint Committee shall participate as a Joint Committee member in any case in which he is directly involved. After hearing all the evidence and thoroughly investigating the case, the Joint Committee shall decide how the case shall be disposed of and shall have the power to assess damages or take any other disciplinary actions which it deems appropriate. This decision shall be final and binding on all parties to this Agreement and to the hearing, except that, for good cause shown to it within sixty (60) days after it renders its decision, the Joint Committee may review and alter its decision.
- F. In the event the Joint Committee cannot agree upon a disposition of the case, or in the event any party to this Agreement believes himself to be aggrieved by the final decision of the Joint Committee, the case may be appealed to an impartial arbitrator, providing the appeal is made in writing within fifteen (15) days of the final decision of the Joint Committee or of the deadlock between members of the Joint Committee. In the event the parties cannot agree upon the selection of an impartial arbitrator, such impartial arbitrator shall be appointed by the American Arbitration Association by any means customarily used by it, and the arbitration shall be conducted under the labor arbitration rules of the American Arbitration Association. The impartial arbitrator shall determine the issue, hear the case as soon as it is practicable, and render a prompt decision, and his decision shall be final and binding upon all parties. There shall be no appeal from such decision.
- G. Each Employer, signatory to this Agreement, hereby authorizes and empowers any accountant selected by the Joint Committee to have access to, and to inspect any and all books, records, accounts, ledgers, and records of original entry of the Employer for the purpose of determining whether or not the Employer has complied with all the requirements and provisions of this Agreement. Such inspection shall be made only upon an express order of the Joint Committee.
- H. Whenever a dispute is referred to the Joint Committee involving work standards the Chairman and Secretary of the Joint Committee shall immediately each select three (3) representatives who shall meet and view the job site of the dispute within twenty-four (24) hours of the referral of the dispute and these six (6) representatives shall render a decision within twenty-four (24) hours after viewing the job site. In the event these six (6) representatives cannot agree upon a disposition of the case it may be referred to the full Joint Committee for final decision. In the event the Joint Committee cannot agree upon a disposition of the case it will be dropped.
- I. This Article XX shall not apply to disputes arising between the Union and an Employer concerning Article XVIII hereof.

**SECTION 2.** In the event of a decision by an impartial arbitrator or the Joint Committee that any Employer or Union Representative has violated the Agreement, in a case where money damages is an appropriate sanction, the Employer or the Union, respectively, shall be assessed damages in accordance with the following schedule:

- A. Performance of work on Saturdays, Sundays or Holidays without a permit: An amount not to exceed double the amount of a day's pay for the first employee involved in such violation, and an amount not to exceed a day's pay for each additional employee involved in such violation. A day's pay shall include the fringe benefit contribution as well as the wage.
- B. Illegal use of spray equipment: An amount not to exceed triple the amount between the difference of roller brush, and spray time.
- C. In cases involving other violations, the damages shall be assessed by the Joint Committee in the exercise of their discretion and judgment.
- D. Violation of Article XI, Section 1, by payment of bonuses to an employee or employees on a regular or periodic basis: up to \$1,000.00.
- E. The Joint Committee may take repeated violations into account in assessing the damages.

**SECTION 3.** An Arbitration Fund has been established by the parties for the purpose of defraying the costs of the Joint Committee, the costs of administering the operation of this Agreement, other costs which arise from the needs of the Joint Committee in meeting industry conditions and developments, the costs of any arbitration held pursuant to this Agreement and the costs of the Arbitrator. The Arbitration Fund shall be administered by the Trustees of Painters Union Deposit Fund, pursuant to a Trust Agreement adopted by the parties hereto. Every Employer, signatory hereto, shall pay to the Arbitration Fund at the time he signs this Agreement, the sum of \$300.00, which shall be the Employer's contribution to the Arbitration Fund, for the duration of this five (5) year agreement. All damages assessed by the Joint Committee or any Arbitrator acting under the provisions of this Article shall be paid into the Arbitration Fund. In the event the monies in the Fund should become exhausted, the cost of arbitration and the Arbitrator shall be borne equally by the Union and the Employer. Should either party utilize the services of an attorney or other representative in the process of arbitration, the costs of such services shall be borne by the parties utilizing them.

**SECTION 4.** The Union will not stop any job except in the case of direct violation of the Articles of Agreement and then only that portion of the job shall be stopped which is involved in the violation, and the jobs will be stopped only upon the authorization and approval of the Secretary of the District Council. In the event that the job is stopped, the Union shall give notice to the Employer in writing within twenty-four (24) hours and a meeting shall be scheduled as provided in the first Section of this Article. In the event that it shall be determined either by the Joint Committee or the impartial arbitrator that the Union has stopped a job where there is no direct violation then the Union shall be subject to payment of damages assessed by the arbitrator in an amount which shall be appropriate under all the circumstances.

**SECTION 5.** Any Employer or the Union subjected to assessment of damages by the impartial arbitrator shall be notified in writing by the impartial arbitrator of such decision immediately. Said Employer or Union shall make payment within sixty (60) days of the date of notice. If said damages are not paid within said sixty (60) days, the failure to do so on the part of the Employer shall be considered a material breach of the Articles of Agreement, and said Articles of Agreement shall be subject to cancellation by the District Council.

**SECTION 6.** When damages have been assessed against the Union for violation of the Articles of Agreement, the impartial arbitrator shall notify the Union of such assessment immediately, and the Union shall enforce payment of such damages in conformity with its Constitution and By-Laws. In the event that the Union is responsible for the violation of the Agreement by one of its representatives, it shall be the duty of the Union to comply with the decision of the impartial arbitrator forthwith.

**SECTION 7.** The Joint Committee shall have the power to request and the Union shall install an outside steward at any job site that has had a violation of this Agreement. The Joint Committee shall have the power to request and the Union shall install an outside Shop Steward in any shop which has had over two violations during the period of one year in the event that the Union has not appointed a Shop Steward in that shop.

**SECTION 8.** When a complaint against an Employer or an employee has been lodged with the Painters District Council or the Joint Committee, a Business Representative of Painters District Council shall investigate the complaint and report his findings and actions to either the Painters District Council or the Joint Committee, according to whichever body directed and authorized him to make the investigation. If the Union fails to carry out its responsibilities hereunder, it shall be subject to a charge of contract violation to be lodged with and brought before the Joint Committee.

**SECTION 9.** Any employee having a complaint on wages, travel expenses, or premium rates, or any other complaint of violation of this Agreement, must bring such complaint to the attention of his foreman, or Employer, and Painters District Council, as soon as possible, but no later than twenty-one (21) days from the date of the violation.

## **ARTICLE XXI Vacations and Pensions**

**SECTION 1.** Vacations and Pensions shall be provided for all employees in accordance with the terms and conditions of certain Trust Agreements which have been executed between the parties hereto.

**SECTION 2.** A summary of such Vacation and Pension benefits shall be furnished to Employers signatory to this Agreement and any Employer shall have the right to examine and inspect the basic Trust Agreements relating thereto.

## **ARTICLE XXII Industry Advancement Fund**

**SECTION 1.** The Association has established Industry Advancement Funds whose activities shall be determined by the Association and which Funds shall be financed by a payment of \$300.00, to be paid by every Employer signatory hereto at the time he signs this Agreement and which shall be the Employer's contribution to the Industry Advancement Funds for the duration of this five (5) year Agreement. All payments by Employers under this Article shall be made to the Trustees of Painters Union Arbitration Fund. Ten (10%) percent of the Employer contributions received by the Trustees of Painters Union Arbitration Fund, hereunder, shall be deposited by them in the Arbitration Fund as created under Article XX, Section 3 of this Agreement. The balance of the Employer contributions received by the Trustees of Painters Union Arbitration Fund, Pursuant to this Article, shall be distributed, at appropriate times, in the following manner: 90% to the Michigan Alliance of Union Painting Contractors.

**SECTION 2.** The Association may use the monies in the Industry Advancement Funds, and the income from the investment thereof, for the purpose of meeting all costs of the Association (including, but not limited to rent, salaries of staff and Legal Counsel fees, office expenses, cost of equipment, printing, stationery and other items in the nature thereof), for the carrying out of the following industry wide activities within the geographic jurisdiction of the Association.

- a. Accident prevention.
- b. Education.
- c. Research into new methods and materials
- d. Public relations
- e. Industry relations
- f. Labor relations
- g. Market development

**SECTION 3.** No part of the Industry Advancement Funds shall be spent directly or indirectly for any of the following or similar purposes:

- (1) Subsidies, indemnities or payments of any kind to contractors, during, for, or in connection with a period or periods of strike, lockout or work stoppage, or payments to any fund, insurance carrier, or other person or entity as a premium for, or in consideration of payment by such fund, insurance carrier, or other person or entity, of such subsidies or indemnities or payments to contractors.
- (2) Litigation of any kind before any court or administrative body against the Union, or any of the members of the Union, or the payments of any costs or expenses directly involved in such litigation.
- (3) Any activity(ies) injurious to the Union or any of its affiliated locals.
- (4) In the event the Union files a written complaint with the Association that any activity(ies) undertaken by the Association or any one of them and financed out of monies already paid into the Industry Advancement Fund or to be paid into the Industry Advancement Fund, and the filing of the written complaint is followed by a failure of the Union and the Association(s) to resolve the Union's complaint, then, no later than thirty (30) days after the filing of the complaint, the complaint shall be submitted for arbitration, under the Labor Dispute Rules of the American Arbitration Association (AAA), to an arbitrator, selected from a list supplied by AAA. The Arbitrator shall hold a hearing and render his award within fifteen (15) days after his selection which award shall be final and binding upon the parties hereto. The arbitrator shall decide whether to order the Association to terminate the activity(ies) complained of and to repay the Industry Advancement Fund any money paid from the Industry Advancement Fund to finance the activity(ies) complained of or whether to order that the activity(ies) complained of may be continued and financed from the Industry Advancement Fund.

ARTICLE XXIII

SECTION 1. The terms of this Agreement shall be from June 1, 1998 through May 31, 2003 and from year to year thereafter unless either party desires a change, in which case it is to notify the opposite party in writing at least sixty (60) days prior to May 31, 2003 or sixty (60) days prior to the anniversary date of any extension thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

Name of Employer (please print) \_\_\_\_\_ Business Phone \_\_\_\_\_

Address of Company Shop \_\_\_\_\_

State License \_\_\_\_\_ M.U.C.C. No. \_\_\_\_\_ Workmen's Compensation & Policy No. \_\_\_\_\_

Is Employer a sole Proprietorship  Partnership  or Corporation

If partnership, give names of Partners; if Corporation, give names of officers and State of Incorporation.

Name (print) \_\_\_\_\_ Phone \_\_\_\_\_  
President  
Partner

Street \_\_\_\_\_ City and State (Zip) \_\_\_\_\_

Name (print) \_\_\_\_\_ Phone \_\_\_\_\_  
Vice-President  
Partner

Street \_\_\_\_\_ City and State (Zip) \_\_\_\_\_

Name (print) \_\_\_\_\_ Phone \_\_\_\_\_  
Secretary-Treasurer  
Partner

Street \_\_\_\_\_ City and State (Zip) \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Signed: For District Council 22 \_\_\_\_\_ Title \_\_\_\_\_ Signed: For Employer \_\_\_\_\_ Title \_\_\_\_\_

The Union reserves the right to cancel this Agreement if any of the above statements is false.

In consideration of the execution of this collective bargaining agreement by Painters District Council No. 22, the undersigned (and each of us) hereby agrees to guaranty and to be personally liable for the wages and all other payments required by the terms of this collective bargaining agreement, as long as any of the undersigned, maintains any ownership or management interest in the \_\_\_\_\_ Co., signatory to this collective bargaining agreement.

The undersigned, and each of us, further understands that this collective bargaining agreement between Painters District Council No. 22 and \_\_\_\_\_ Co., is not transferable and will be cancelled by Painters District Council No. 22 as soon as any significant ownership or management interest in the \_\_\_\_\_ Co., occurs, unless prior approval of the District Council is obtained.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_