

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND THE

PAINTING, DECORATING AND DRYWALL  
CONTRACTORS IN THE  
LOCAL UNION 781 JURISDICTION



June 1, 2021 - May 31, 2026

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# AGREEMENT

This Agreement is made and entered into this 1st day of June 2021, by and between the Wisconsin Painting Contractors' Association and Southeastern Wisconsin Drywall Contractors' Association hereinafter referred to as the Employer (or, if agreement is with an Association, hereinafter referred to as the "Association", and District Council No. 7, Local Union 781 affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the "Union".

## ARTICLE 1 Recognition

The Employer hereby recognizes IUPAT District Council No. 7, Local Union 781 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

## ARTICLE 2 Scope of Bargaining Unit and Work Jurisdiction

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of "painter" and "drywall finisher" for the Employer. In addition, whether or not specifically referenced herein, this Agreement also applies to all employees performing any trade jurisdiction work identified and described in this Article.

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

wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam-cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by the painter.

Wall Covering work will include, but not limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl's, flexible woods, fabrics, and borders; (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

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

### **ARTICLE 3**

#### **Out-of-Area Jurisdiction**

The geographic jurisdiction of the Union party to this Agreement is for the counties of Milwaukee, Ozaukee, Waukesha, Jefferson and Washington Counties, State of Wisconsin.

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

Section 2. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the IUPAT affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided, further, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last provision, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and after exhaustion of those procedures, through the Courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and after exhaustion of those procedures, through the Courts.

**ARTICLE 4**  
**Union Security**

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

The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to employees covered by this Agreement immediately upon compliance with such conditions.

In those instances where this Article may not be validly applied because of such State law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring. In addition, the Employer party hereto agrees to provide the names and addresses of all employees hired by the Employer to the Union within five (5) days of their hire.

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

- 1) Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:
  - a) The Union will notify the Employer in writing of the amount of administrative dues specified in the bylaws and will submit to the Employer a copy of the bylaws or the applicable bylaw provision.
  - b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
  - c) On or before the 20th day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.
  
- 2) When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representative (or Business Manager) "assessment," the Employer shall check off from the

wages of employees covered by this Agreement and employed on that job administrative dues or business representative/ Business Manager "assessment" in the amount stated in that other union's bylaws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section (1) a-c will be followed, except that it shall be the responsibility of said other union to notify the Employer in writing of the amount of administrative dues or business representative/Business Manager "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other union contain no provision for administrative dues or business representative/Business Manager "assessment," the Employer shall continue to be bound by Section (1).

- 3) The obligations of the Employer under Sections (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.
- 4) At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy to be retained by the Employer, one copy retained by the employee, and the third returned to the Union, the form to be supplied to such Employer by the Union.
- 5) On or before the tenth (10th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

## **ARTICLE 6**

### **Function of Management**

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

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

**ARTICLE 7**  
**Efficiency of Operations**

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

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

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Signatory Contractor and Local Union No. 781 of the International Union of Painters and Allied Trades, AFL-CIO. The term "Contractor" or "Company" when used herein refers to the construction industry contractors who are signatory to a collective bargaining agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees covered by the Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 2021-2026 collective bargaining agreement.

1) PURPOSES:

- a) To establish and maintain a safe, healthy working environment for all employees;
- b) To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- c) To reduce substance-related accidental injuries to persons or property;
- d) To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;
- e) To provide rehabilitation for qualified and eligible employees who seek help;
- f) To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
- g) To deter individuals from bringing, possessing, or using alcohol or drugs in connection with work;
- h) To clearly state the commitment of construction contractors and the effects of illegal drug use; and
- i) To comply with any Law or regulation requiring such program.

2) POLICY:

- a) GENERAL PROVISIONS

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

b) PRE-EMPLOYMENT SCREENING

- i) All signatory contractors may engage in pre-employment drug testing of employees covered by the 2021-2026 Painters Local Union No. 781 agreement, as long as the pre-employment testing procedure is done as provided in the Substance and Abuse Testing and Assistance Program Policy, and the contractor agrees to pay for the cost of the test. Successful passing of such test will be required before applicants will be eligible for employment.

c) POST-EMPLOYMENT TESTING

- i)
  - (1) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs, as defined in this section, will be subject to discipline up to and including suspension, and be required to undergo a drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is impaired by a controlled substance (slurred speech, in appropriate behavior, decreased motor skills, etc.).



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

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

### 3) COUNSELING OR TREATMENT

- a) The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers, and/or medical assistance centers.
- b) If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
- c) If an employee participating in the treatment program prescribed does not comply with the recommendations, advice, or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph 4, "Rehabilitation."
- d) Prior to the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up confirmatory test as per Post Employment Test Item 3. These tests shall be at the Contractor's expense.

- e) The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature, unrelated to the employment of the employee, or any other legitimate concern of outside parties; therefore, to protect the employee’s rights, any test results shall be disclosed only to employer, employee, authorized union agent, or the testing lab.
- f) Within three (3) working days of notification, by certified letter or hand delivered with receipt, of a positive test result, an employee may request that the Laboratory retest the original sample, at his expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

4) REHABILITATION

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

5) MISCELLANEOUS PROVISIONS

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

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

EXHIBIT A  
 CONSENT TO BREATH AND/OR BLOOD TEST

I hereby voluntarily consent to a breath test or to a blood test including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program (“SATAP”). I acknowledge that I have been given notice of SATAP and that I understand the Program, and that the test results may be disclosed to the employer, testing laboratory, and to me.

\_\_\_\_\_

Date

\_\_\_\_\_

Date

EXHIBIT B  
CONSENT TO URINALYSIS

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**ARTICLE 10**  
**No Strikes/No Lockouts**

During the term of this Agreement, and any extensions thereof, the District Council (or Local Union) shall not authorize, encourage or participate in any strike, work stoppage, or slow-down or otherwise interfere with the performance of work by the Employer's employees, except in circumstances otherwise permitted in this Agreement. The Employer shall not, in any manner, threaten or cause a lockout of its employees during the term of this Agreement, or any extensions thereof.

**ARTICLE 11**  
**Dispute Resolution**

1) The Union and the Association shall establish and maintain a Joint Trade Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees have equal voting strength with respect to such vote. Members of the Joint

Trade Board shall choose a chairman and secretary; to serve such terms as may be agreed upon by the Board, provided that one such officer is a Union appointee and one an Employer appointee.

- 2) The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them or between employees covered by this Agreement and the Employer, concerning the interpretation or application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.
- 3) The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages, and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.
- 4) All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.
- 5) The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.
- 6) No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.
- 7) Decisions, awards, or orders of the Joint Trade Board shall be final and binding.
- 8) In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as the representative of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.
- 9) The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.
- 10) The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.
- 11) If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a

written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) [or the American Arbitration Association (AAA)]. On receipt of such a list, the chairman and secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS [or AAA]. The decision of the arbitrator shall be final and binding.

- 12) With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion: (a) terminate this Agreement by 48 hours written notice to such Employer, or (b) continue this Agreement in effect but not be bound or restricted by any "no strike" clause or similar obligation hereunder, and/or (c) resort to any legal recourse available to it, including a job action or strike.
- 13) There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.
- 14) Notwithstanding Sections 11 and 12, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.
- 15) The remedies and sanctions specified in Sections 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

## **ARTICLE 12**

### **Hiring**

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

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

- 1) The union shall establish and maintain an open and non-discriminatory employment list for employment of workers of this particular trade, including journeyman painters and journeyman drywall tapers and finishers, and indentured apprentices previously employed by employers who have contracts with the Union and non-member workers who may make application for a place on the list.
- 2) Whenever desiring to employ workers the Employer shall call upon the Union or its agent for such worker, as he may need from time to time.

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

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

- 1) The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union memberships, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy or requirement.
- 2) The Employer may retain the right to reject any applicant referred by the Union.
- 3) The Union shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of its hiring arrangements, including the provisions herein set forth. The Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning and operation of the hiring arrangements including these provisions.
- 4) Discharge Notice. The Employer is to furnish written notice to the employee when discharging or dismissing him from his employment. The Employer may not discipline any employee for the purpose of evading this Agreement or discriminate against union members. However, an employee may be discharged for just cause.

## ARTICLE 13 Apprentices

Section 1. Hiring of Apprentices. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Joint Apprenticeship Committee of the Local 781 Joint Apprenticeship Program. The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated an "apprentice" under this provision shall be paid at the journeyman rate set forth in this Agreement.

Section 2. Ratio of Apprentices to Journeymen. Each Employer may employ and train apprentices with the following suggested maximum ratio to journeyman workers employed by the Employer:

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

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

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

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

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

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

Section 8. The Employer may employ Pre-apprentices at a ratio of one (1) Pre-Apprentice for each Apprentice employed by the Employer. The Employer shall not exceed the 1:1 company-wide ratio of Pre-apprentices to Apprentices.

Section 9. The Pre-apprentice is an entry-level learner position and shall assist apprentices and journeymen in the performance of their work. A Pre-apprentice will not displace an indentured Apprentice or a Journeyman.

Section 10. The Pre-apprentice progression schedule is based on two levels of one thousand (1,000) hours worked each for a total of two thousand (2,000) hours. After 1,000 hours and again after 2,000 hours, the Pre-Apprentice must be offered an opportunity for entry into the apprenticeship program. Nothing shall prevent the Employer from advancing a Pre-apprentice into the apprenticeship program at an earlier time. A Pre-apprentice cannot be employed for more than 2,000 hours without approval from the Union.



Section 11. The pre-apprentice wage rates and fringe contributions shall be as follows:

- 1) First 1,000 hours: 45% of the journeyperson taxable hourly wage rate plus a \$0.39/hour taxable administrative fee plus the established hourly contributions to the apprenticeship fund (including LMCI, FTI, LMCTF, LMCC, CBG, and Big Step) and the promotion fund.
- 2) Second 1,000 hours: 47.5% of the journeyperson taxable hourly wage rate plus a \$0.39/hour taxable administrative fee plus the established hourly contributions to the apprenticeship fund (including LMCI, FTI, LMCTF, LMCC, CBG, and Big Step) and the promotion fund.

Section 12. The Apprenticeship Committee shall have the authority to suspend an employer's ability to hire pre-apprentices under this section if, by a vote of 75% of all committee members, the committee determines that the employer has intentionally used the pre-apprenticeship program to undermine the apprenticeship program.

**ARTICLE 14**  
**Journey person Wages**

Section 1. Effective June 1, 2021 – May 31, 2022

Painter and Decorator Journey person

Employer Paid:		Per Hour
Journey person Painter Base Rate – On Check		35.95
Health – Painters LU 781 Health Fund		10.19
Pension – Building Trades United Pension Trust Fund		12.75
Apprenticeship - DC7 Apprenticeship & Training Fund:		1.42
Kept by the Apprenticeship Fund	.85	
LMCI - Labor Management Cooperation Initiative	.10	
FTI - Finishing Trades Institute	.10	
LMCTF - Labor Management Cooperative Trust Fund	.20	
LMCC - Labor Management Cooperation Committee	.01	
CBG – Construction Business Group	.15	
Big Step	.01	
Promotion Fund – PDI, Inc.		.14
<b>Total Package</b>		<b>60.45</b>

Drywall Taper and Finisher Journey person

Employer Paid:		Per Hour
Journey person Painter Base Rate – On Check		36.30
Health – Painters LU 781 Health Fund		10.19
Pension – Building Trades United Pension Trust Fund		12.75
Apprenticeship - DC7 Apprenticeship & Training Fund:		1.42
Kept by the Apprenticeship Fund	.85	
LMCI - Labor Management Cooperation Initiative	.10	
FTI - Finishing Trades Institute	.10	
LMCTF - Labor Management Cooperative Trust Fund	.20	
LMCC - Labor Management Cooperation Committee	.01	
CBG – Construction Business Group	.15	
Big Step	.01	
Promotion Fund – IAP/CA Fund		.14
Kept by IAP/CA Fund	.13	
SWDPCA	.01	
<b>Total Package</b>		<b>60.80</b>

Effective June 1, 2022, there will be \$ 1.75 per hour increase. All increases shall be allocated between wages and/or fringe benefits prior to their implementation dates at the discretion of the union.

Effective June 1, 2023, there will be \$ 1.75 per hour increase. All increases shall be allocated between wages and/or fringe benefits prior to their implementation dates at the discretion of the union.

Effective June 1, 2024, there will be \$ 1.75 per hour increase. All increases shall be allocated between wages and/or fringe benefits prior to their implementation dates at the discretion of the union.

Effective June 1, 2025, there will be \$1.75 per hour increase. All increases shall be allocated between wages and/or fringe benefits prior to their implementation dates at the discretion of the union.

## Section 2. Special Wage Rates.

- 1) Painters. A \$.75 per hour premium shall apply to sandblasting, spray painting, bridge painting, paper and vinyl hanging, and work performed in a boatswain chair or swing stage at a level of 80 feet or more. The height shall be measured from the ground to the hook suspension point. These premiums shall apply to work performed in the field but not to any work performed in the shop.
- 2) Drywall Tapers. All drywall tapers shall receive \$.35 per hour above the basic scale rate. Drywall tapers working with machine tools shall receive \$.50 per hour above the basic drywall wage scale rate. Drywall tapers performing EIFS shall receive \$.25 per hour above the basic drywall wage scale rate.
- 3) Foremen. A foreman is one who acts in a general supervisory capacity under orders from the Employer and in charge of journeymen and charge men, he/she shall be paid \$.75 per hour extra.
- 4) Charge Man. A charge man is one who acts under orders from the employer and in charge of 5 or less journeymen and shall receive \$.40 per hour extra.
- 5) Parking. When the Employer requests a foreman/charge man to work in a metropolitan area where free parking is not accessible, the Employer will reimburse the foreman/charge man for reasonable costs of parking.

## ARTICLE 15 Apprentice Wages

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

### Painter Apprentices:

Apprentice - 1st 1560 hours	50% of Journeyperson Rate
Apprentice - 2nd 1560 hours	55% of Journeyperson Rate
Apprentice - 3rd 1560 hours	65% of Journeyperson Rate
Apprentice - 4th 1560 hours	75% of Journeyperson Rate
After 6240 hours	85% of Journeyperson Rate

Drywall Apprentices:

Apprentice - 1st 1170 hours	50% of Journeyperson Rate
Apprentice - 2nd 1170 hours	55% of Journeyperson Rate
Apprentice - 3rd 1170 hours	65% of Journeyperson Rate
Apprentice - 4th 1170 hours	75% of Journeyperson Rate
After 4680 hours	85% of Journeyperson Rate

**ARTICLE 16**  
**Payment of Wages**

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

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

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

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

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

**ARTICLE 17**  
**Work Day and Work Week: Overtime and Shift Premiums**

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

Section 2. The regular workday shall consist of eight and one-half (8 1/2) consecutive hours in the shop or on the job. This shall consist of eight (8) working hours with a one-half (1/2) hour unpaid lunch period at approximately the midpoint of the shift between 6:00 a.m. and 4:30 p.m. If mutually agreed, an employee's start time may be adjusted with prior notification to the Union. Except as provided in this Article, all such hours

shall be recognized as regular working hours and paid for at the regular hourly rate. The regular weekly work schedule shall consist of five (5) consecutive regular workdays Monday through Friday.

Section 3. In the discretion of the Employer, the regular work day may consist of ten (10) hours labor on the job and the regular weekly work schedule may consist of four (4) ten (10) hour days.

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

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

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

Section 7. For all second and third shift work, the Employer shall pay all employees a shift differential of \$1.50 per hour above the applicable wage scale. Second shift is designated as starting any time after 3:00 p.m.

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

Section 8.

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

Section 9. There shall be no pyramiding of overtime payments required by this Article.

## **ARTICLE 18**

### **Breaks and Clean-Up Time**

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

- 1) A non-organized 15-minute break shall be allowed at the approximate midpoint of the pre-lunch work time on each shift. This break is to be taken at the assigned place of work.

- 2) In an effort to maintain productivity, safety, and hygiene on full-containment jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch break as provided in sub-section (a) above. When such circumstances exist, then fifteen (15) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional fifteen (15) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job-by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the employees a break closest to the midpoint of the work day.
- 3) On projects scheduled for longer than eight (8) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first eight (8) hours worked.

Section 2. Clean-up Time. All employees shall be given sufficient personal clean-up time, on the clock, prior to lunch and immediately prior to quitting time. A maximum of five (5) minutes before lunch and a maximum of ten (10) minutes before quitting time shall be allowed as standard under this Agreement. When appropriate in relation to conditions on a particular project, the Employer and the Union may agree to expand this personal clean-up time. Personal clean-up time shall be taken after cleaning and placing materials and equipment where they properly belong.

## **ARTICLE 19 Holidays**

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

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

## **ARTICLE 20 Reporting Pay**

- 1) Any employee reporting to work at the Employer's regular scheduled starting time shall receive two (2) hours pay at the regular hourly rate unless he or she has been notified, at least two (2) hours prior to the reporting time, not to report to work.
- 2) Any employee who reports to work and for whom no work is provided shall receive no less than two (2) hours pay, except, where the employer has no control over the ability to put the worker to work.

## ARTICLE 21

### Travel Pay

Section 1. The Employer provides compensation starting after the fortieth (40th) mile from home, Union Office, or shop, whichever is closest, to and from the jobsite for all work done outside a radius of forty (40) miles distance. For the purpose of this Agreement, mileage will be calculated per a computer-based map program detailing actual road miles. In the event it is necessary for an employee to use his/her own automobile on behalf of the Employer, he/she shall be paid the current IRS rate round trip, after the fortieth (40th) mile. Passenger(s) will receive half of the mileage as that of the driver. Payments are to be made only when shown on the time card. The parties acknowledge that when the driver, and passenger, are traveling to and from home and not acting on behalf of the employer, they are not in covered employment for the purposes of workers compensation. However, said employee, and all employees required to ride with the driver, when traveling from job site to job site, shall be considered within course of employment for the purpose of Worker's Compensation. When room and board is involved, Employer will pay for room (double occupancy) and food allowance of \$30.00 per day for the term of this agreement

## ARTICLE 22

### Fringe Benefit Trust Funds

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

- 1) The Milwaukee Painters Local 781 Health & Welfare Fund.
  - a) Health contributions for apprentices shall be paid at the same rate and hours as for journeyman commencing on the 183rd calendar day following the employee's first day of employment in the industry.
  - b) In the event that the State of Wisconsin or the federal government enacts a national health care plan, which becomes effective during the term of this Agreement, the Employer's contribution to the Health Fund shall either be reduced by the amount of the Employer's contribution to the government health care plan, or the Health Fund shall pay the Employer's contribution to the government health care plan, up to the amount of the Employer's hourly contribution rate, and the hourly contribution of the Employer shall not be reduced.

If the Employer's contribution to the government health care plan and contribution to maintain the remaining health care benefits from that agreement is less than the hourly contribution rate to the Health Fund, the remainder shall be added to the base hourly wage rate of the bargaining unit employees.

- 2) The Building Trades United Pension Trust Fund.
  - a) For each apprentice indentured, the amount specified in Article XIV will be paid only for hours actually worked on after the first workday; (i) after completion of one year from the first workday as an apprentice, or (ii) after completion of 750 hours worked, whichever is the later, provided the apprentice is still an indentured apprentice at the end of such period. The Trustees of the Pension Fund are directed to appropriately amend the Pension Plan and the Trust Agreement, if and to the extent necessary to effectuate this provision.

3) The IUPAT DC7 Training Trust Fund. Included in the contribution is \$.10 per hour contributed to the IUPAT Labor Management Cooperation Initiative (LMCI), \$.10 per hour contributed to the IUPAT Finishing Trades Institute (FTI), \$.20 per hour contributed to the Labor Management Cooperation Trust Fund (LMCTF), \$.01 per hour contributed to the Labor Management Cooperation Committee (LMCC), \$.15 per hour contributed to the Construction Business Group (CBG) on behalf of LMCC, \$.01 per hour contributed to Big Step on behalf of LMCC, and the balance remains in the apprenticeship fund.

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

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

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

Section 4. 401 (k) Plan. Parties agree to establish a 401(k) Plan and Trust under which employees may make voluntary contributions by payroll deduction.

Section 5. Labor-Management Cooperation Committee (LMCC). A joint committee has been established with equal representation by the Contractors and the Union for the purpose of addressing Industry Related Issues. This Committee shall have representation on the DC 7 Labor Management Cooperative Trust Fund (Safety Training Awards Recognition) Committee for the purpose of promoting participation in the safety and continuing education classes.

Section 6. Any Employer not represented by the "Associations" may elect by written notification to the Union and the Industry Promotion Fund, not to contribute to the Industry Promotion Fund. If the Employer makes such election, the Employer shall contribute \$.14 per hour to the Apprenticeship Fund over and above the requirements of Article 14.



## CENTRAL DEPOSITORY

The Union and Associations will establish a Central Depository for all Employer fringe benefit contributions made under this Agreement, which shall provide the option for an electronic reporting and payment method. The Central Depository, upon receiving Employer fringe benefit remittances, will divide up such remittances in accordance with the applicable contribution rates for each respective fund and send forward individual fund remittances to the appropriate destination. The bargaining parties agree to: 1) Identify a Third-party Administrator that will administer the Central Depository; 2) Request resolutions from each of the third-party beneficiary funds that contributions remitted to the Central Depository by the fund's respective due date shall be considered timely. Following the receipt of resolutions from all third-party beneficiary funds affirming that contributions can be timely remitted to a Central Depository on the fund's respective due date, the bargaining parties will provide a minimum of 90 days' notice to all contributing employers prior to implement the Central Depository structure.

## VARIABLE RATE DEFINED BENEFIT PENSION DESIGN

Whereas, the Parties agree that a variable rate defined benefit (variable annuity) pension design is a positive step forward for the employees and employers, to improve benefit sustainability and alleviate unfunded benefit liability; Whereas, the employers may agree to make an additional contribution to the pension plan if, but only if, the Pension Fund Board of Trustees approves a complete conversion of the current benefit/design accrual to a variable benefit design/accrual; Now therefore, if the trustees of the Pension Fund develop a variable benefit design, a plan that fully converts the legacy benefit design to a variable benefit design, and, prior to December 31st of any year prior to expiration of this Agreement, the Board of Trustees adopts or resolves to adopt that variable benefit design and that plan (which adoption or resolution shall include all necessary steps to effect the benefit design and conversion plan), the bargaining parties will meet to review and consider an additional pension contribution subject to agreement of the bargaining parties based upon the calculation of the actuary of the cost of conversion of the pension plan. This additional amount shall be used to fund the variable benefit design. Such contribution rate shall be established only by written agreement among all bargaining parties. If a variable benefit design is adopted by the Pension Fund Board of Trustees and the additional contribution requirement is agreed upon, the following provision will apply in the event that the hourly contribution required to fund the legacy liability of the pension is reduced, which decrease shall be determined exclusively by the Pension Fund Board of Trustees, that portion of the additional contribution requirement subject to such reduction shall be deducted from the total package.

## DEFINED CONTRIBUTION AND FLEXIBLE ALLOCATION PROGRAM

The Union and Associations will work in good faith to establish a new defined contribution (DC) pension benefit during the term of this agreement. The parties may agree to start a new DC pension plan, or to participate in a pre-existing defined contribution plan, and in either case the plan shall be a multiemployer plan established pursuant to the Taft-Hartley Act. Any contribution to the DC plan will be allocated by the union from the negotiated total package.

In the event that the parties agree to participate in a DC plan, a flexible allocation program shall be simultaneously implemented such that participants can direct a portion of the allocations made to the DC plan and the health

fund among those two funds. The portion of the allocations that may be directed in this fashion shall be determined by the trustees, and the allocation process shall be handled exclusively by the third-party plan administrator(s). The combined contribution rates to the DC plan and the health fund shall remain unchanged in the aggregate, but the contributions to each of the two respective plans may vary, in accordance with such plan design, based upon actions of the respective plan trustees.

#### INDUSTRY PROMOTION FUND – PDI, INC.– PAINTERS ONLY

Section 1. An Industry Promotion Fund administered by the Wisconsin Painting Contractors Association Promotion Fund, Inc. shall be continued, and all remittances shall be sent to the person designated by the board of directors of such corporation.

PDI, Inc.  
PO. Box 507  
Brookfield, WI 53008

Section 2. The Employer bound by the terms and conditions of this Agreement shall contribute to the PDI, Inc. promotion fund the sum of fourteen cents (\$0.14) per hour for each regular man-hour paid on each employee covered by this agreement. The WPCA may modify this contribution rate on any June 1<sup>st</sup> occurring during the term of this Agreement by providing written notice to the Union.

Section 3. The payments set forth above shall be made no later than the 20th day of the current month for the previous month.

Section 4. In the event the Employer becomes delinquent in its payments to the fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such employer shall be assessed, as liquidated damages, at the rate of two and one half percent (2 1/2%) for each month's indebtedness not to exceed twenty percent (20%) as to which such employer is delinquent and, further, such delinquent Employer shall be required to pay interest at the rate of one and one-half percent (1 1/2%) per month on the unpaid and delinquent balance (including unpaid liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refer(s) the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

#### INDUSTRY PROMOTION FUND – IAP/CA – DRYWALLERS ONLY

Section 1. An IAP/CA Fund administered by the Southeastern Wisconsin Drywall & Plastering Contracts Association, shall be continued and all remittances shall be sent to the person designated by the board of directors of such corporation.

IAP/CA Fund  
PO box 507  
Brookfield, WI 53008

Section 2. The Employer bound by the terms and conditions of this Agreement shall contribute to the IAP/CA Fund the sum of fourteen cents (\$0.14) per hour for each regular man-hour paid on each employee covered by

this agreement. The SWDPCA may modify this contribution rate on any June 1<sup>st</sup> occurring during the term of this Agreement by providing written notice to the Union.

Section 3. The payments set forth above shall be made no later than the 20th day of the current month for the previous month.

Section 4. In the event the Employer becomes delinquent in its payments to the fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such employer shall be assessed, as liquidated damages, at the rate of two and one half percent (2 1/2%) for each month's indebtedness not to exceed twenty percent (20%) as to which such employer is delinquent and, further, such delinquent Employer shall be required to pay interest at the rate of one and one-half percent (1 1/2%) per month on the unpaid and delinquent balance (including unpaid liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refer(s) the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

### **ARTICLE 23 Union Rights**

Section 1. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

Section 3. Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement.

### **ARTICLE 24 Subcontracting**

Section 1. The Employer shall not contract out, subcontract, or outsource work to be done at the site of the construction, alteration, painting, or repair of a building or structure or other work unless the Employer or person who will perform such work is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT.

Section 2. Subcontracting by Employees. No employee of the Employer shall do any contracting or subcontracting at any time. Any employee who violates this provision will pay whatever fines that are determined by the Union. All fines of all union members will be determined solely by District Council 7. This section shall in no way conflict with the by-laws or the General Constitution of the International Union of Painters and Allied Trades, AFL-CIO.

## ARTICLE 25 Safety

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

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

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

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

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

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

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

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

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

## **ARTICLE 26**

### **Mandatory Journeyperson Upgrade Training**

Section 1. A program will be offered by the District Council (or Local Union) Apprenticeship Program with the oversight of the Labor Management Cooperation Committee for advances or upgraded journeyperson training for all journeypersons working under this Agreement. Journeypersons shall be required to show certificates of completion of updated journeyperson classes taken during off hours without pay. Each journeyperson is to complete a minimum of one (1) approved journeyperson upgrade class per year (minimum of 4 hours) either offered by the Union, or the Employer with the approval of the Union Training Coordinator.

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

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

## **ARTICLE 27**

### **Miscellaneous Terms and Conditions**

Section 1. Discrimination. The Employer shall not discriminate against any employee on the basis of race, age, national origin, religion, sex, or any other basis prohibited by applicable law. In addition, any employee member of the Union acting in any official capacity shall not be discriminated against for his or her acts on behalf of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 2. An entry level journeyperson is defined as an individual who has not graduated from an IUPAT affiliated Apprenticeship Program and is found to be lacking some skills of the trade. An entry level journeyperson can complete up to fifteen hundred hours (1500) of employment for signatory employers in this classification while their skills are being evaluated. During this 1500 hours, the entry level journeyperson must complete safety training that shall consist of at least OSHA 10, CPR/First Aid, and Aerial Lift Training. Entry level journeypersons may be used at the ratio of one (1) entry level journeyperson per every three (3) employees working in the field.

The pay rate for an entry level journeyperson shall be 75% of regular journeyperson rates. Fringe benefits shall be paid in accordance with the following:

- 1) Health Fund contributions shall commence on the 183<sup>rd</sup> calendar day of employment (same as new apprentices).
- 2) Pension Fund contributions shall commence upon completion of the initial 1500 hours or 1 year, whichever comes first.
- 3) Training Fund/Promotion Fund shall be paid from first day of employment (same as new apprentices).

Employees/members who have already achieved journeyman status prior to the date of this agreement shall be considered journeymen within the meaning of this provision and may not be paid the "entry level" journeyman rate. In addition, the Business Manager/Secretary Treasurer shall have the ability to waive the ratios set forth herein and permit the use of entry level journeymen based on manpower availability.

During the first 500 hours, the contractor may elect to place the entry level journeyman into the apprenticeship program at no less than 55%.

From 501 to 1500 hours, the contractor may elect to place the entry level journeyman into the apprenticeship program with the following credit:

- 65% (this would include 1 semester of school credit). If this happens, the proposed apprentice must pass a written test given by the apprenticeship office with at least a 75 in order for the Bureau of Apprenticeship Standards (BAS) to approve the contract.
- 75% (this would include 2 semesters of school credit). If this happens, the proposed apprentice must pass a different written test given by the apprenticeship office with at least a 75 in order for the Bureau of Apprenticeship Standards (BAS) to approve the contract.

If the entry level journeyman reaches 1500 hours and there has been no determination on their status, they will become Journeyman unless otherwise agreed between the Union and the Employer.

Section 3. Union Right to Verify Compliance by Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer for the purpose of assuring compliance with the provisions in this Agreement.

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

- 1) Purpose: To improve safety awareness and records of the industries within the Labor Management Cooperative Initiative.
- 2) Means: A highly publicized annual awards program in which a very substantial prize and lesser prizes are raffled off among accident-free employees who have taken extra courses to qualify for participation. Courses to be equivalent to the minimum of one (1) Safety class [minimum of four (4) hours] per year.
- 3) Program Supervision: Joint supervision by Joint Committee of Labor and Management.
- 4) Administrating Agencies: Labor and Management Committee.
- 5) Funding: \$.20 per hour to be deducted from IUPAT DC7 Apprenticeship Fund contribution.
- 6) All Labor Management Cooperative Trust Fund bills to be jointly approved by established committee.

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

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

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

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

#### **ARTICLE 28**

#### **Flexibility to Modify Agreement to Expand or Recover Work**

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

## ARTICLE 29

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

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

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

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

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

## ARTICLE 30

### Supremacy Clause

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, absent consent by the Union, and any such Agreement shall be null and void.

## ARTICLE 31

### General Savings Clause

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the



application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

### **ARTICLE 32 Duration Clause**

This Agreement shall be in full force and effect from June 01, 2021, to May 31, 2026, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to expiration date of any subsequent contract year. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to expiration date, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

IN WITNESS WHEREOF, the employer has executed this Agreement or caused it to be executed by its proper corporate officer, duly authorized, and the Union and its officers and members have caused this instrument to be executed by its officers, duly authorized at Big Bend, Wisconsin this 1st day of June 2021.

**UNION:**

Painters & Allied Trades,  
District Council No. 7, AFL-CIO  
S68 W22665 National Avenue  
Big Bend, WI 53103  
Telephone: 262- 662-1827  
Facsimile: 262-662-2397  
Email: jeff@iupatdc7.com  
www.iupatdc7.com

**EMPLOYER NAME AND ADDRESS:**

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Jeffrey Mehrhoff  
Business Manager/Secretary-Treasurer

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Authorized Signature

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Title

**CONTRACTORS ASSOCIATION**

By:   
Matt Marcellis  
Executive Director, ACEA  
Management Guidance, LLP

Date: 06/01/21