



International Union of Painters & Allied Trades, AFL-CIO, CLC

DISTRICT COUNCIL #5

Alaska,
Idaho, Oregon,
Utah & Washington

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Memorandum of Understanding

Between

I.U.P.A.T. District Council No. 5

&

Associated Wall & Ceiling Contractors of Oregon and Southwest Washington

This Memorandum shall serve as a binding agreement on the terms listed below between IUPAT District Council #5 and Associated Wall & Ceiling Contractors of Oregon and Southwest Washington. Both parties agree that all terms and conditions of the Oregon State and Southwest Washington Master Area Agreement (“Agreement”) for the Drywall Finishing Industry shall hereafter apply to painting work by the Employers, with the following modifications:

1. The Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of “painter” for the Employer. Within the meaning of this provision, the work of the “painter” will include, but not be limited to:
 - a) 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 restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fibreglassing, E-glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of exterior insulating finishing systems;
 - b) 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, tanks, vats, pipes, stacks, light and high tension poles, parking, trucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment;
 - c) 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.;
 - d) all preparation for and removal of any and all materials for finishes, such as deep cleaning, pointing, caulking, high-pressure water, chemical and abrasive blasting,

- e) environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam-cleaning, asbestos and lead abatement/removal;
 - f) the inspection of all coatings and/or coating systems during their applications will be performed by the painter.
 - g) All tools, equipment and material: (1) the handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work; (2) the loading, unloading, hoisting, lifting and rigging of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall mean any tools or aids used or worn by workers performing any task required to complete a project, including but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive, shot, bead, water and related blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all types of compressors.
 - h) Related work: Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any type of debris caused by or during the preparation and/or application of coatings and coating systems work described in this Section.
 - i) Technological improvements, advancements, new or substitute systems or processes and/or new or substitute materials: The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material.
2. Article 1, Section 4 of the Agreement shall be modified as follows: Drywall, Glaziers, and Floorcovering contractors signatory to this agreement who desire to do traditional paint work must become signatory to the Oregon and Southwest Washington Area Painting Agreement, unless they are signatory to this Memorandum. All Processes that use any type of joint compounds, all masking, spraying, grouting that is for the drywall finishing process fall under the Drywall Finishing Industry Collective Bargaining Agreement.
- a) Incidental drywall finishing work, defined as less than one (1) hour per week, can be accomplished using a painter but must be paid at total package of the Agreement. Benefits shall be paid to the applicable painting trust funds; the additional pay shall be paid as wages on the check.
3. Article 2, Section 4 shall be modified, for Painters only, to; "Journey person" is defined as an individual who has completed an apprenticeship, or has passed the required examination as to their proficiency as a mechanic to perform the duties pertaining to the Painting Industry as a Journey person painter, who is employed under the terms and conditions of this memorandum.
4. Personal hand tools furnished by the Painter shall consist of one (1) wire brush, two (2) putty knives (one stiff and one flexible), one (1) two and one half inch wide broadknife, one (1) six inch

wide broad knife, one (1) regular screwdriver, one (1) phillips screwdriver, one (1) hammer, one (1) nail set, one (1) utility knife, one (1) razor blade scraper, one (1) brush or roller spinner, one (1) duster, and one (1) pair of pliers. All power tools are to be furnished by the Employer if required. Roller poles, paint brushes, and hand maskers are to be furnished by the Employer.

5. Article 11, Section 5 shall be modified, for Painters, to; Every Employer as defined herein agrees to withhold the sum of one dollar (\$1.00) per hour from the wages of each employee who has authorized the employer in writing to do so for vacation coverage. Said withholding shall be paid monthly to the Trust(s) with the other hourly contributions.

The vacation contribution shall be regarded as a self-assessed wage benefit. The amounts paid for vacation and holiday pay shall be deposited to the account of the individual employee.

If no account has been set up by the member, the funds remain in the IBEW general fund for 11 months. After 11 months the funds will be released to the Oregon and Southwest Washington Drywall Finishers Joint Apprenticeship Training Trust. Reasonable effort will be exercised in attempting to contact members for collection of their vacation monies. The Union will save, protect and hold harmless the Credit Union or bank, its successors and assigns, from any and all claims, lawful and unlawful, which may arise or be asserted by reason of its payment of such inactive accounts.

The Vacation account is a part of wages for the purpose of overtime calculations. This vacation account was started by a vote of the membership and vacation monies are from the wages. The membership has the right to vote to cancel the vacation fund and leave the amount on the wages.

6. All employers party to this memorandum wishing to employ apprentice painters shall participate in the Oregon and Southwest Washington Painters Apprenticeship, abide by all the requirements of the program, and be subject to authority of the Oregon and Southwest Washington Painters Joint Apprenticeship Training Committee regarding apprentices.
7. The hourly apprenticeship contribution shall be paid to the Oregon and Southwest Washington Apprenticeship and Training Trust Fund (currently \$0.79) per Schedule A (attached).
8. The starting Pension contribution shall be paid per Schedule A (attached).
9. The starting Health and Welfare contribution shall be paid per Schedule A (attached).
10. The Union agrees that Employers signatory to this agreement will receive terms and conditions equal to those granted by the Union to any other employing agency engaged in areas of activities where the Employer signatories wish to compete.
11. The long-term goal of this agreement is to form a master area agreement with a commitment to the improvement of the paint industry through professionalism and strong professional wages.
12. The painter total compensation package shall be \$40.50 (not including industry promotion fund) retroactively to April 1st, 2020. The successor wage to that established in this Memorandum shall open for negotiation of wages with said notice given a maximum of one hundred twenty (120) days and a minimum of ninety (90) days prior to June 30, 2021, June 30, 2022, and June 30, 2023.

13. This modification to the Oregon State and Southwest Washington Master Area Agreement for the Drywall Finishing Industry, once signed, shall be effective continuing through all successive agreements until modified by both parties with sixty day notice, provided that this Memorandum shall terminate should the parties reach agreement on a master agreement for painting.

14. All other provisions not listed above, including grievance procedures, hours of work, and travel pay in the Agreement shall remain in full force and effect applying to both drywall finishers and painters.

Employer/Company Name:

IUPAT District Council #5 / Union Representative
Signature

Employer Signature

Printed Name & Title

Printed Employer Name & Title

Date

Address

City, State, Zip Code

Telephone Number / Fax Number

Date

SO:nl
opeiu#11/afl-cio