AGREEMENT

BY AND BETWEEN

PAINTERS DISTRICT COUNCIL #4
OF THE
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES

AND

THE GYPSUM DRYWALL
CONTRACTORS AFFILIATED WITH
THE CONSTRUCTION INDUSTRY ASSOCIATION
OF
ROCHESTER, NY INC.

AND

ANY OTHER INDEPENDENT PARTY TO THIS
AGREEMENT

May 1, 2017 to April 30, 2022
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Collective Bargaining Agreement

This Agreement is made and entered into this 1st day of May, 2017 by and between The Construction Industry Association of Rochester, NY Inc., and the individual employer signing this agreement, hereinafter referred to as the Employer, and Painters District Council 4 of Rochester, New York and Vicinity, affiliated with the International Union of Painters and Allied Trades, A.F.L.-C.I.O., hereinafter referred to as the Union.

This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and determining the relations between the parties thereof signing hereto: and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the terms and condition relating to the employment of workers covered by this Agreement have been decided upon by the means of collective bargaining and that the provisions herein will be binding upon the Employer and the Union during the term of the Agreement.

ARTICLE I
Period and Termination of Agreement

Section 1: Period of Agreement. This Agreement shall take affect May 1, 2017 and continue in effect until April 30, 2022 and shall continue in full force and effect for each succeeding year, each renewal thereof to be for a period of not less than one year unless terminated.

Section 2: Procedure of Termination of Working Agreement. If either of the parties of this Agreement desire to terminate this Agreement on April 30, 2022 or thereafter, due written notice shall be given by registered mail to the other at least sixty (60) days prior to the expiration date herein recorded. This notice shall provide that this Agreement will terminate at midnight, April 30, 2022.

ARTICLE II
Trade and Geographic Jurisdiction

Section 1: This Agreement shall cover all the work of the Employer involving drywall finishing (taping). It shall not cover other branches of the Painter's trade.

Section 2: Certain conditions and problems may exist that are not addressed by this Agreement. It is therefore suggested that a pre-bid conference may be called by either party to discuss the special conditions. Should conditions other than those existing in this Agreement be extended by the Local Union, they will be reduced to writing.

Section 3: The geographic jurisdiction of the Union shall be as follows: All of Monroe County; in Livingston County the townships of Geneseo, Conesus, Caledonia, York, Avon, Lima, Leicester, Livonia, Mt. Morris and Groveland; in Ontario County the townships of Farmington and Victor; in Wayne County the townships of Macedon, Palmyra, Marion, Sodus, Williamson, Ontario and Walworth and/or as may be enlarged or otherwise changed by action of the General Executive Board of the International Union of Painters and Allied Trades.
ARTICLE III
Union Security

Section 1: Recognition. The employer recognizes and acknowledges the Painters District Council 4 as the exclusive representative of all employees engaged in drywall finishing, covered by this Agreement for the purpose of Collective Bargaining, as provided by the National Labor Relations Act.

Section 2: Each employee covered by this Agreement shall become a member of the Union and remain in good standing for the duration of this Agreement, or the appropriate local affiliated with the Union, no later than the day following the seventh day after beginning of the employment of such employee or the effective date of this Agreement, whichever is later, or each employee shall make application to be a member within such period and, upon being accepted, shall remain a member in good standing for the duration of this Agreement.

Section 3: This Employer agrees to remove from work covered by this Agreement any employee who has failed to perform his obligations to become and remain a Union member as provided for in this Agreement. Upon receipt of notice from the Union that such employee is delinquent; he shall be removed and shall not be re-employed by the Employer until he performs such obligations as provided for in this Agreement.

Section 4: The Employer agrees to notify the Union within twenty-four hours after any non-member has been hired, providing the name, address and social security number.

Section 5: The Employer recognizes the right of any Union member to refuse to work with an employee who has worked for a period of more than seven days and has not joined the Union, or made application as provided herein, and any refusal to work, either concerted or otherwise, with such employee or employees, shall not constitute a breach of this Agreement.

ARTICLE IV
Apprentices

Section 1: Employment of apprentices shall be governed as follows: All apprentices covered under the terms of this agreement will be supplied by Painters District Council 4 and be covered by indenture papers within the union. The Apprenticeship program will be governed by DC #4 FTI of Western & Central New York as spelled out under the Painters District Council 4 trust documents. CIAR has the right to appoint two trustees on the fund. The apprentice standards as registered with the New York State Apprenticeship Committee and agreed upon by both parties are incorporated in this agreement.

Section 2: The employer agrees to contribute to the DC #4 FTI of Western & Central New York as spelled out in Article VI.

Section 3: Apprentices shall meet the guidelines as spelled out by Painters District Council 4 trust funds and in accordance with the NYSDOL Apprenticeship Division.
Section 4: Taper/Drywall Finisher Apprentice Percentages, Schedule of Wages and Fringe/Supplements.

Taper/Drywall Finisher apprentices shall be paid a progressively increasing schedule of wages as set for by the DC #4 FTI of Western & Central New York. The following schedule of wages and benefits shall apply to Taper/Drywall Finisher apprentices:

1st year  - 60% of the journeypersons taper rate for the 1st 750 hours
1st year  - 60% of the journeypersons taper rate for the 2nd 750 hours
2nd year  - 60% of the journeypersons taper rate for the 3rd 750 hours
2nd year  - 65% of the journeypersons taper rate for the 4th 750 hours
3rd year  - 75% of the journeypersons taper rate for the 5th 750 hours
3rd year  - 85% of the journeypersons taper rate for the 6th 750 hours

The above increases will occur when the apprentice works a minimum of 750 hours during each period. In addition to the 750 hours, all apprentices must comply with all other J.A.T.C. requirements in order to advance.

B. Taper/Drywall Finisher Apprentice Fringe Benefits

<table>
<thead>
<tr>
<th>Plan</th>
<th>1st Yr.</th>
<th>2nd Yr.</th>
<th>3rd Yr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Account Plan (Health)</td>
<td>1.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>I.U.P.A.T. Industry Pension Fund</td>
<td>.42</td>
<td>.42</td>
<td>.42</td>
</tr>
<tr>
<td>DC #4 FTI of Western &amp; Central New York</td>
<td>.80</td>
<td>.80</td>
<td>.80</td>
</tr>
<tr>
<td>DC #4 STAR</td>
<td>.15</td>
<td>.15</td>
<td>.15</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2.37</strong></td>
<td><strong>$4.37</strong></td>
<td><strong>$4.37</strong></td>
</tr>
</tbody>
</table>

Benefit contributions are based on hours worked.

Section 5: The ratio shall be one to one (foreman to apprentice), three to one (journeyman to apprentice). An employer who is entitled to an apprentice under the above ratio may continue to employ one apprentice in the event his work force is temporarily reduced to one Journeyperson.

Section 6: Pre-apprentices: The union and employers desire to increase the number of available apprentices and improve graduation rates in the apprenticeship program. Employers may hire pre-apprentices who can be recruited directly or provided by the union. Pre-apprentices may work up to 500 hours before joining the apprenticeship program. Pre-apprentices shall be paid a rate mutually agreed by the union and the contractor and may be required to have a pension contribution due to the funding improvement plan. Contractors may provide insurance or other benefits directly.
ARTICLE V
Working Hours & Referral Procedure

Section 1: Work Week. The regular work week shall be any 40 hours in a calendar week. The start shall be at the prerogative of the Employer. When by mutual consent of the employees and the Union by its Business Manager/or Regional Business Representative the Employer may deem for four (4) Ten-hour days at straight wages a 40-hour week, overtime not withstanding.

Section 2: Work Day. The regular work day shall consist of any eight (8) consecutive hours in a calendar day with one half hour lunch break. Shift Work. Hours between 7:00 A.M. and 3:00 P.M. shall be considered a day shift, hours between 3:00 P.M. and 11:00 P.M. shall be a second shift, hours between 11:00 P.M. and 7:00 A.M. shall be a third shift. No employee who has worked the day shift will be allowed to work a night or off-shift while there are qualified members unemployed.

Section 3: Overtime. With the exception of hours worked as in contained in 5.1.1., all hours worked in excess of a work day as contained in 5.2., shall be paid for at least the rate of one and a half times the regular rate of pay for the classification the worker is performing. All hours worked in excess of 40 shall be paid for at the rate of one and a half times the regular pay, exclusive of fringe benefits (hours worked).

Section 4: No employee will be required to take time off to circumvent overtime provisions or cancel overtime worked. Hours worked between the hours of 12:01 A.M. and ending 12:00 Midnight on legal holidays shall be paid at the rate of double times the regular rate of pay.

Section 5: The following days or days celebrated as such, shall be recognized as legal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All work performed on the aforesaid recognized holidays shall be paid for at the rate of double times the regular rate of pay (hours worked). There shall be no work under any circumstances on Labor Day.

Section 6: It is the intent of the parties to establish a non-exclusive referral procedure for the hiring of Union members. The procedure shall operate as follows:

a. The employer shall have the right to hire job applicants from any source, without regard to the applicants membership or lack thereof, in the union.
b. The employer shall have the right to secure suitable, qualified job applicants from the Union. Referrals by the Union shall only include members in good standing whose referral privileges are not then under suspension. The employer may reject any referral made hereunder.
c. The employer may request any Union member by name and such request shall be granted provided the requested employee(s) are available and willing to accept the employment.
d. If the Employer refuses the applicant(s) referred by the union; the Employer shall notify the union of the applicant(s) hired.
ARTICLE VI
Wages Rates, Fringes Classifications and Assessments

Section 1: Effective May 1, 2017, the hourly base wage for journeyman is $24.56.

Section 2: Fringe Benefits and Promotion Fund. The Employer shall remit to the fringe benefit funds described hereunder, on behalf of each employee, the following amounts based on hours worked.

Fringe Benefits: (Supplements)

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DC #4 Health and Welfare Fund</td>
<td>$8.58</td>
</tr>
<tr>
<td>IUPAT Annuity Fund</td>
<td>$5.90</td>
</tr>
<tr>
<td>IUPAT Industry Pension Fund</td>
<td>$5.36</td>
</tr>
<tr>
<td>DC #4FTI of Western &amp; Central NY</td>
<td>$0.80</td>
</tr>
<tr>
<td>Local #150 Promotion Fund</td>
<td>$0.10</td>
</tr>
<tr>
<td>IUPAT LMCI</td>
<td>$0.10</td>
</tr>
<tr>
<td>IUPAT FTI</td>
<td>$0.10</td>
</tr>
<tr>
<td>DC #4 STAR</td>
<td>$0.15</td>
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</tbody>
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Total Fringe Benefits: $21.09

(Above Benefits paid on hours worked)

In addition to the above wages and fringe benefits paid per hour worked, the Employer shall deduct from each Employee in his employ working under the jurisdiction of this Agreement the following: Administrative Dues Check-Off - IUPAT Political Action Together – Local #150 Employee Benefit Fund – DC #4 Organizing Fund

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin. Dues check off (Journeyperson)</td>
<td>5%</td>
</tr>
<tr>
<td>Admin. Dues check off (Apprentice)</td>
<td>3%</td>
</tr>
<tr>
<td>Local #150 Employee Benefit Fund</td>
<td>$0.58 per hour</td>
</tr>
<tr>
<td>IUPAT Political Action Together:</td>
<td>$0.05 per hour</td>
</tr>
<tr>
<td>DC #4 Organizing Fund</td>
<td>$0.01 per hour</td>
</tr>
<tr>
<td>Local 150 Union Dues</td>
<td>$8.77/wk</td>
</tr>
</tbody>
</table>

Section 3: Wage & Benefit Increases:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2018</td>
<td>$0.51 to IUPAT Pension</td>
<td>$0.34</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>$0.51 to IUPAT Pension</td>
<td>$0.39</td>
</tr>
<tr>
<td>May 1, 2020</td>
<td>$1.00 to be determined by members</td>
<td></td>
</tr>
<tr>
<td>May 1, 2021</td>
<td>$1.00 to be determined by members</td>
<td></td>
</tr>
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The Union shall have the option of applying these increases among wages and employee benefit plans maintained under this Agreement, provided that the employee benefit plans
contributions remain fully deductible by employers and adequately funded to provide vested and promised benefits.

Section 4: Foreman. The Employer shall pay foreman $1.00 over the base rate when three or more employees are on site.

ARTICLE VII
Fringe Benefit Funds & Deductions

Section 1: Commencing May 1, 2017 and for the duration of this Agreement or renewals or extensions thereof The Employer agrees to pay the Benefit Funds Trustees of the DC #4 FTI of Western & Central New York, Painters District Council 4 Health & Welfare Fund, DC #4 STAR, IUPAT Industry Pension Fund, IUPAT Annuity Fund, IUPAT LMCI, IUPAT FTI and Painters Local 150 Promotional Fund based on all hours worked in exact like amount as contained in Article VI.

Section 2: The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreements and Declarations of Trust(s).

Section 3: All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the said funds.

Section 4: If an Employer fails to make contributions to the said, DC #4 FTI of Western & Central New York, Painters District Council 4 Health & Welfare Fund, DC #4 STAR, IUPAT Industry Pension Fund, IUPAT Annuity Fund, IUPAT LMCI, IUPAT FTI and Painters Local #150 Promotional Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to remove all the employees from the Employer’s employment, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with the attorney’s fees, court costs, and such penalties as may be assessed by the Trustees and/or The Joint Trades Board. The Employer’s liability for payment under this Article shall not be subject to or covered by any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.

Section 5: The plans adopted by the Trustees of said funds shall at all time conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the said funds as a deduction for income tax purposes. Contributions to the DC #4 FTI of Western & Central New York, Painters District Council 4 Health & Welfare Fund, DC #4 STAR, IUPAT Industry Pension Fund, IUPAT Annuity Fund, IUPAT LMCI, IUPAT FTI and Painters Local #150 Promotional Fund shall be computed by the Employer on a monthly basis and sent to the Funds Administration Office or a depository selected by the Fund Administration Office, not later than the 10th day of the month immediately following, with the consolidated transmittal form provided by the Funds Administration Office. IUPAT Industry
Pension Fund remittance shall be made to the IUPAT Industry Pension Fund at the Fund's designated depository.

**Section 6:** All Funds Contributions shall be paid no later than the 10th day following the end of the month for which payments are due. If payments are not made within the next ten days from the 10th day, the Union shall have the right to remove all employees of the Employer signatory to this Agreement in any jurisdiction of the Union of Painters from the job not withstanding any other provisions of this Agreement. Any Employer who fails to make payments by the 10th day shall also pay a service charge of fifteen percent. All payments shall be made to the Fund at the Funds Administration Office or depository designated on the Employer's Reporting form. The dues and/or assessment shall be paid to Painters District Council #4.

**Section 7:** Any Employer, who is repeatedly late in making contribution payments to the above listed Fringe Benefit Funds shall, at the discretion of the Trustees of such funds, be required to remit payments weekly at the close of the current pay period.

**Section 8:** Dues Check-Off.

(1) Every Employer signatory to this agreement hereby agrees to check-off 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 By-Laws 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 by-laws and will submit to the Employer a copy of the by-laws or the applicable by-law provision.

b. For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the by-laws based on the gross wages owing and/or paid during said payroll period, and will accumulate said deductions to the end of the month.

c. On or before the end 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 if employees covered hereby and the number of hours and gross wages earned by each employee during the applicable period.

(2) When a signatory Employer performs a job within the jurisdiction of a union affiliated with the Union of Painters other than the union signatory hereto and the by-laws of the other union contain a provision for administrative dues or Regional Business Representative “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 “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 Regional Business Representative "assessment" specified on its by-laws and to submit to the employer a copy of the by-laws or the applicable by-law provision. When the signatory employer performs a job within the jurisdiction of a union affiliated with the Union of Painters other than the Union signatory hereto, and the by-laws of the other union contain no provision for administrative dues or Regional Business Representative "assessment", the employer shall continue to be bound by section (1).

(3) The obligations of the Employer under (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 of which is retained by the employee, and either copy returned to the Union, the form to be supplied to such Employer by the Union.

(5) The foregoing also applies to the M.R.F. deductions except where a signatory Employer performs work within the jurisdiction of a union affiliated with the Union of Painters other than the Union signatory hereto, which case the deductions from the wages of an employee from the Union signatory hereto for M.R.F. deductions shall be remitted to the Union signatory hereto.

Section 9: Commencing May 1, 2017 and for as long as the employee has signed an authorization permitting the withholding from his wages, each Employer agrees to withhold from the wages of the employees covered by this Agreement the following sums of money for each hour as dues check-off for the M.R.F. Fund $.58 per hour or as changed in the annual wage breakdown.

Section 10: IUPAT Pension Funding Improvement Plan

The IUPAT Pension Funding Improvement Plan (FIP) requires increased contributions, to the IUPAT Pension Fund, over the next five years (2017 – 2021). The increase needs to be equal to 50% over the contribution rate in effect on January 1, 2012, which was $4.25 (Journeyman) and $0.27 (Apprentices). The FIP therefore requires that the IUPAT Pension have an hourly contribution of $6.38 (Journeyman) and $0.42 (Apprentices) by December 31, 2021. The beneficiaries will earn a 2% accrual on the increases. If the goal isn’t met by December 31, 2021, a default schedule will be put in place that will require a 9.5% increase in contributions and participants will receive no benefit accrual for such contributions.

To that end the following is agreed upon:

Beginning May 1, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of $.61 (Journeyman) and $.15 (Apprentices) to the IUPAT Industry Pension.
Beginning May 1, 2018, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of $0.51 (Journeyman) and $0 (Apprentices) to the IUPAT Industry Pension.

Beginning May 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of $0.51 (Journeyman) and $0 (Apprentices) to the IUPAT Industry Pension.

The parties agree that no later than January 1, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to $6.38 (Journeyman) and $0.42 (Apprentices).

ARTICLE VIII
Failure To Make Required Contributions To Funds

Section 1: The Employer agrees that failure to report all hours of employees and names of all employees to the funds outlined in Article VII is a violation of this Agreement. For each failure to report, the employer shall be liable to the Union Funds in the amount not to exceed $250.00 (Two Hundred and Fifty Dollars).

Section 2: The Employer agrees that upon requests of DC #4 FTI of Western & Central New York, Painters District Council 4 Health & Welfare Fund, DC #4 STAR, IUPAT Industry Pension Fund, IUPAT Annuity Fund, IUPAT LMCI, IUPAT FTI and Painters Local #150 Promotional Fund to present before the Administrator’s Office of said funds their payroll(s) books. Failure to do so will constitute a violation of this Agreement.

Section 3: Coverage under these funds may be provided by the Trustees to the employees of the Union and of the several trust funds provided for in this Agreement, provided, however, that the Union or the Trustees of the particular fund make like contributions as are requested by this Agreement.

Section 4: In the event the Employer contractor fails, neglects, or is delinquent in his contributions to DC #4 FTI of Western & Central New York, Painters District Council 4 Health & Welfare Fund, DC #4 STAR, IUPAT Industry Pension Fund, IUPAT Annuity Fund, IUPAT LMCI, IUPAT FTI , Painters Local #150 Promotional Fund and Local #150 I.A.P. Fund, the said employee entitled to the benefits shall have the right to maintain action in this individual capacity to enforce his benefits thereunder. The cost of the employee to collect a claim because of a delinquent Employer or contractor will be paid by the delinquent Employer involved. Such cost will include reasonable attorney fees and other costs in collecting such claim.

ARTICLE IX
Bond Posting Requirement

Section 1: An Employer regardless of where his principal office is located, within or without of the territorial jurisdiction of the Union provided in Article II, Section 2.2, shall provide his surety
bond in the amount of $10,000 in favor of, DC #4 FTI of Western & Central New York, Painters
District Council 4 Health & Welfare Fund, DC #4 STAR, IUPAT Industry Pension Fund,
IUPAT Annuity Fund, IUPAT LMCI, IUPAT FTI, Painters Local #150 Promotional Fund, DC
#4 Dues Check-off Fund and/or any wages indebted and not made whole to any employee of said
Employer, covered under his Agreement, to be deposited with the Administration Office of those
funds as soon as work is commenced. Bonds shall read to stay in effect until the Administrators
have cleared such bond by letter, or in lieu thereof, and Employer has deposited in cash in the
amount of $3000.00 at the same time. The bond or cash shall be held for the purpose of
guaranteeing payments of the Fringe Benefits, service charges and cost and/or the wages
provided for herein, and shall be returned, or so much for the same as left, or demands are made,
after the Administrators of the Funds has certified the Employer has made everything owing
whole.

Section 2: Bonds shall be cleared by the Administrator’s Office and returned to the Employers
whose principal office is within the jurisdiction territory of the Union herein and has been in
satisfactory contracted relations of one continuous year or more.

Section 3: When an employee is laid off, discharged, or quits while in the employment of an
out-of-area employer such employer must furnish said employee with a state and federal tax
withholding statement immediately and prior to release of bond or escrowed cash.

ARTICLE X
Room And Board, Paid Parking

Section 1: Commencing May 1, 2017 and for the duration of this Agreement, a free travel zone
shall exist within the counties of Monroe, Livingston, Ontario and Wayne. The employer shall
pay $.18 per mile per employee outside the free travel zone county(s) lines.

Section 2: Room and Board. The Employer shall pay room and board of not less than Twenty-
five Dollars ($25.00) per day for each day required to work beyond 40 miles from the county line
of the county of Monroe in advance AND shall pay mileage to the job site at the beginning of the
job at the rate of Eighteen ($.18) cents per mile and mileage from the job site at the end of the
job at the rate of Eighteen ($.18) cents per mile. If said job extends beyond Friday of the week
the job begins the employee shall receive EITHER weekly roundtrip to and from the job site
mileage at the rate of Eighteen Cents ($.18) per mile OR room and board of allowance for
Saturday and Sunday or holiday at the rate of not less than Twenty-Five dollars ($25.00). The
provisions of the foregoing section shall be agreed upon mutually by the Employer, the
Employee and the Regional Business Representative of Local 150.

Section 3: The Employer shall reimburse each employee One Dollar and Twenty-Five cents
($1.25) per day when working where employment requires paid parking. The employee shall
present the Employer with a “Paid” receipt for reimbursement.
ARTICLE XI
Employer-Union Conditions Jurisdictional Disputes
Non-Discrimination & Equal Opportunity

Section 1: It is agreed that no Employer, the Union or its Business Manager shall directly or by subterfuge sublet to persons who are members of the Union all part of the labor service required by any contract. It is further agreed that the Union or Business Manager/and or Regional Business Representative will not furnish men to anyone who has not signed this contract except as hereafter provided. It is further agreed that the Employer shall notify the Union at its office of the Business Manager/and or Regional Business Representative of any need for employees. If the Employer fails to man the jobs within twenty-four hours after the notification, the Union or its Business Manager/and or Regional Business Representative shall endeavor to supply the men as requested. It is further agreed that this paragraph shall not apply to any Federal, State, County or City departments, or the Rochester Sewer Authority and the Housing Authority, or to concerns that ordinarily hire maintenance painters.

Section 2: No employer under a contract to Painters DC #4, as an individual or partner, can become employed as an employee for another drywall contractor while his contract with Painters DC #4 is in effect, unless such contractor desires to cancel such contracts mutually with Painters DC #4 before being permitted to work for another employer. Such Employer being permitted to terminate such agreement shall not be permitted to sign another agreement for a period of one (1) year or the remaining period of such terminated agreement.

Section 3: It has agreed that by permission of the management or owner, the Business Manager shall have access to jobs at all times. Where access to jobs are denied the Business Manager, if the Employer cannot secure a pass or escort the Business Manager/and or Regional Business Representative to the job site, that all such jobs shall have a steward from the Union as designated by the Business Manager.

Section 4: Employers, employees or their agents, shall not accept or give directly or indirectly any rebate on wages.

Section 5: Tools. Each painter, decorator, wood finisher and taper shall provide himself with a kit of tools, consisting of a duster, putty knife and broad knife, hammer, pliers and screwdriver, and each Monday shall report to work with clean white overalls. All other tools shall be furnished by the Employer.

Section 6: No employee as a condition of employment shall transport in their own vehicle at any time any of the Employer's material or equipment.

Section 7: Jurisdictional Disputes. There shall be no cessation of work at any time on account of jurisdictional disputes.

Section 8: Employer agrees that all jurisdictional disputes between or among building and construction trades Unions and Employers, parties to this agreement, shall be settled and adjusted by the agreement the Union herein is party to for the purpose and method of resolving
such craft jurisdictional disputes. The method to resolve jurisdictional disputes will be resolved through the National Building & Construction Plan of the jurisdictional disputes “The Plan”.

Section 9: Restriction of Work. There shall be no restriction placed upon the amount of work performed by an individual or group of individuals, nor shall production be limited in any manner; no man or group of men shall be threatened by the amount of work he or they have to perform or given an amount of work to perform in a given time.

Section 10: The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination. The Employer and the Union each agree that there shall be no discrimination by either party against any applicant, employee, or union member because of age, race, creed, color, sex, or national origin, and that each party agrees to adhere to and conform with the Presidential Executive Order 11246 as amended, all Office of Federal Contract Compliance, Equal Employment Opportunity Regulations and Title VII of the Civil Rights Act of 1964 or other basis prohibited by Federal, state, or local laws, Rules or Regulations regardless of gender. The Employer and the Union will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their age, race, color, religion, sex, or national origin. Such actions must include, but not be limited to the transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

Section 11: No employee shall be discriminated against and no employee shall be discharged for giving out information regarding alleged violation of this Agreement.

Section 12: The Employer will not in any way intimidate or discriminate against any employee or group of employees for presenting any complaint, dispute, or grievance to their foreman, steward, or the Business Manager/and or Regional Business Representative or for representing other members seeking redress of grievances.

ARTICLE XII
Requirements For Payments Of Wages And Lay-Offs

Section 1: Wages and Layoffs. Employees shall be paid on the job site weekly by Friday, not later than the close of regular work day and no more than three days may be withheld at any time. Should Friday be one of the holidays recognized herein, an employee shall be paid not later than the close of the regular working day on Thursday. Any employees not receiving their pay on the job site by the end of the regular work week shall be entitled to receive waiting time at the rate of straight time for each waiting hour until such wages are received. Any employees not receiving their pay on the job site and required to go to the Employer’s shop or office to receive their pay shall be allowed two hours pay for such inconvenience. Employers may pay by direct deposit upon employees approval.
Section 2: All wages shall be paid in cash or negotiable check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statements shall show the Employer's name, the hourly rate of pay, the dates and hours worked, all deductions made and net amount due the employee. Wage payments shall conform to all applicable Federal and State laws. No personal checks will be allowed.

Section 3: If any employee is discharged or laid off, wages due in full will be sent to the employee or the Union office the day following said discharge or layoff. Said wages are to be hand-delivered or sent by Certified mail. If said wages are not delivered or postmarked by said following day, then the employee shall receive waiting time at the rate of straight basic rate for each waiting hour around the clock until said employee receives said wages.

Section 4: Job Foreman can lay-off or pay off employees providing a letter or card is enclosed in pay envelope signed by such Employer.

ARTICLE XIII
Conditions, State And Federal Health, Safety

Section 1: Both the Employer and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices.

Section 2: The Employer shall at all times, provide safe tools, material, and equipment that in strict compliance with the Federal Occupational Safety and Health Act, State of New York and local municipal laws and ordinances; and shall maintain all reasonable and necessary precautions for safe-guarding the health and safety of its employees, and all employees are expected to cooperate in the implementation thereof.

Section 3: If at any time, in the opinion of the Business Manager/and or Regional Business Representative, such tools, materials equipment or working conditions are unsafe and constitute a hazard to health or physical safety, no employee shall be required to perform work that endangers him or any other employee's health or physical safety, or under conditions which are in violation of the health and safety rules of any Local, State or Federal Health and Safety Act or Law, an employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action or discharge.

Section 4: The Employer shall permit employees five minutes before lunch time and ten minutes before quitting time for the purpose of wash ups, but no employee may leave the job before quitting time as contained in Article V.

Section 5: No Employer regardless of where principle office may be located will be allowed to commence work on a job in the jurisdiction of Painters District Council #4, nor will said Employer be furnished employees until written, notarized proof has been supplied to Painters District Council #4 from said Employer's insurance carrier that full coverage is in force and will remain in effect for each employee of the Employer until such Collective Bargaining Agreement is signatory to herein is terminated.
Section 6: Journeypersons are to care for and inspect all ladders, scaffolding and planks used by them for the protection of their own safety and the interest of the Employer who provides and maintains the equipment. Adequate toilet facilities with easy access shall be provided on all operations.

Section 7: The parties agree to review a drug testing policy and implement said policy after reaching mutual agreement.

Section 8: Any and all persons referred or employed under this Agreement are understood to be hired with the specific understanding that their employment is and continues to be temporary. As such, all work under this Agreement is on a temporary project undertaking for purposes of Section 4(1) of the Workers Adjustment and Retaining Notification Act.

ARTICLE XIV
Stewards

Section 1: The Business Manager/and or Regional Business Representative of Painters DC #4 shall appoint a working steward to act as a representative of the Union in connection with the application of this Agreement.

Section 2: The steward’s duties shall consist of seeing that all terms and conditions of this Agreement are being complied with and that all employees under this Agreement are members in good standing of the Union herein wherever permissible under State and Federal laws, and the handling of grievances that may arise with the Foreman. The steward shall not, by reason of his position, be exempt from work. He shall perform work in the same manner as any other workman and shall cooperate with the supervisor to expedite the progress of the work. The steward’s decisions are subject to review and revision by the Business Manager.

Section 3: The Employer shall not dismiss or otherwise discipline any steward for properly performing their duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward, or giving evidence with respect to an alleged violation to this Agreement.

Section 4: The Business Manager/and or Regional Business Representative shall discuss with the Employer or employer representative the employee he intends to designate as steward. Under no circumstances will the Union designate an employee steward whom the Employer had previously discharged for just cause.

Section 5: The Employer may remove the steward for just cause subject to the arbitration procedure set forth in this Agreement.

Section 6: It is specifically understood that the steward shall have no authority to threaten, encourage work stoppages or work slowdowns; to threaten, encourage or cause such action shall be grounds for discharge.
Section 7: The steward shall have top seniority as long as he remains in the position of steward. The steward may be relieved of his duties at any time at the discretion of the Business Manager and/or Regional Business Representative.

Section 8: The steward shall be the second to last man to be laid off in all jobs only where less than two days work remains. On any job where the steward has been laid off under this section, if the same job is resumed, he shall be the first man recalled to work after the Foreman.

Section 9: No contractor may perform any of the services of employees covered under this Agreement exceeding normal working hours unless there is a steward on the job.

ARTICLE XV
Grievances, Conciliation And Arbitration

Section 1: During the term of this Agreement, any questions relating to its interpretation of its violation shall be submitted to and determined by conciliation and then arbitration. In the event of a grievance by either party, it shall be heard by a Joint Trade Board composed of 4 members, 2 appointed from the Union and 2 appointed from the Employer(s). Three Trade Board members shall constitute a quorum. Decisions shall be made by a majority vote provided that Union appointees and Employer appointees shall have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a Chairman and a Secretary, to serve such terms as may be agreed upon by the Board provided that one such office shall be a Union appointee and one Employer appointee.

Section 2: All grievances must be submitted in writing by the charging party within two weeks of the alleged violation, except that disputes over the payment of wages and/or fringe benefits may be submitted without regard to a time limit.

Section 3: In the event a grievance or dispute cannot be resolved by the Joint Trade Board, either party may request that the New York State Mediation and Conciliation Service to appoint a staff arbitrator to hear the dispute. The decision of the Arbitrator shall be final and binding upon both parties.

Section 4: The Joint Trade Board shall meet at least once every three months, but special meeting may be called to resolve grievances.

Section 5: No Union representative may sit as a board member in any case involving himself or his Employer. No employer representative may sit as a board member in any case involving himself or his employee, directly or indirectly.

Section 6: Each party shall reimburse their representatives on the Board for actual expenses. The parties will split the costs of arbitration.

Section 7: The Board is specifically empowered to resolve disputes involving contributions to the fringe benefit trusts and subcontracting. Jurisdictional disputes shall be resolved in accordance with Article XI.
Section 8: 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 the 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 stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. When the Union removes employees from the job pursuant to this section, the individual employer involved shall pay all employees so removed an amount equivalent to one (1) day’s pay at the employee’s regular straight time rate, for the inconvenience and time loss occasioned by this conduct. 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.

Section 9: The remedies and sanctions specified in Section 8 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

ARTICLE XVI
Legal Provisions

Section 1: It is agreed that in case of any provisions of this Agreement are found to be contrary to laws, such findings shall not in any way affect other provisions of this Agreement, which shall, notwithstanding, continue in full force and effect.

Section 2: The parties agree that any Employer who violates any provision of this Agreement, or who directs any of his employees to perform services, the performance of which is under terms and condition of employment, inferior to those agreed upon in this Agreement, shall be liable to the employees, the fringe benefit trusts or to the Union as assessed by the Joint Trade Board in damages.

Section 3: It is agreed that this Agreement only covers those who are signatories to the Agreement, and is in no way to be construed that the International Union of Painters and Allied Trades are a part of this Agreement, and that non legal proceedings will be instituted against such Union of violation of this Agreement.

Section 4: Nothing in this Agreement shall be construed to require any individual employee to render service or labor without his consent nor shall anything in this Agreement be construed to make the quitting of his labor by an individual employee and illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service without his consent; nor shall the quitting of labor by an employee in good faith because of abnormally dangerous conditions for work at the place of employment of such employee or employees be deemed a strike.

Section 5: This Agreement shall be binding upon successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of
either party hereto, or of any kind to the ownership or management of either party wise, in the location or place of business of either party hereto.

Section 6: By the execution of this Agreement, the employers Association and the Union shall have such right as to designate equal trustees to such funds covered by this Agreement and providing such designated employer shall not become delinquent to said funds.

Section 7: If, as a result of violations of this Agreement, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Article XVI, or to defend an action which seeks to vacate such awards, the Employer shall pay any accountant’s and attorney’s fees incurred by the Union and/or Funds Trustees, plus cost of the litigation, which have resulted from the bringing of such action.

Section 8: Any Employer found in violation by the Joint Trade Board or New York State Board of Mediation arbitration of any provisions or procedures as set forth in this Collective Bargaining Agreement shall be required to comply with such decision of said Trade Board or Mediation Board arbitrator within ten days from the day of the sending of a registered letter to such Employer stating decision of such Trade Board or Arbitrator’s Award including the assessment of damages. In the event of the Employer failing to comply with such Trade Board Decision or Arbitrator’s Award as aforesaid, the Union shall have the right to remove all employees of the Employer and picket such Employer not withstanding any provision herein including the no-strike and arbitration clauses and all other provisions of the Collective Bargaining Agreement.

Section 9: No employee will be permitted to work for such Employer until such Trade Board Decision or Arbitrator’s Award is complied with in full. In the event that the Joint Trade Board’s Decision or Arbitrator’s Award is referred to legal counsel for enforcement, the Employer agrees to pay off all assessments and damages as set by the Joint Trade Board or New York State Mediation Board staff Arbitrator including legal fees and costs of other service in collecting such damages.

Section 10: The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. In the event that any article or section is held invalid or enforcement of or compliance with had been restrained, as above set forth, the parties affected thereby shall enter into immediate Collective bargaining negotiations, upon 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 all mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands not withstanding any provisions in this Agreement to the contrary.

Section 11: This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit including but not limited to new established or acquired operations that encompass work covered under this Agreement.
Section 12: This Agreement, and supplements or amendments thereto, herein referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

Section 13: The Employer, party hereto, shall not attempt to circumvent any provisions of this Agreement or engage in any work covered by this Agreement in any area within or outside the Geographic Jurisdiction of the Union party hereto by ownership or investment in all or any portion of or by being a principle in any way in a business or devise or joint business with another employer or principle of another business that engages in or contracts out any work or related work as contained in this Agreement unless such other business as spelled out in this section becomes signatory to and is bound by a Collective Bargaining Agreement with the Union party hereto.

ARTICLE XVII
Work Within Jurisdiction Of The Painters' Trade And Subcontracting

Section 1: The Employer agrees that any work it performs within the jurisdiction of the Painters trade (as defined in the current agreement between PDC4 and CIAR) shall be performed in strict compliance with this Agreement or in strict compliance with the current agreement between PDC4 and the CIAR which the Employer agrees to execute to cover such work.

Section 2: The Employer agrees that it will not subcontract or otherwise assign any work within the jurisdiction of the Painters’ Trade (as defined in Section 1) to any concern unless the subcontractor is a party to a collective bargaining agreement with the Union which provides for wages, hours and conditions of employment at least equal to those set out in this Agreement. The Employer shall be responsible for the compliance of the subcontractor with the obligations set out in this Agreement.

ARTICLE XVIII
STAR Program

Section 1: The parties to this agreement shall as soon as is practical, form a committee to study the implementation of the STAR (Safety, Training, Awareness, Recognition) program. Upon approval by the parties for implementation of the STAR program, this agreement shall be deemed modified to include such provisions without the necessity of formal amendment.

ARTICLE XIX
Just Cause And Top Workplace Performance Plan

Section 1: The Employer may layoff for lack of work and discharge any employee for just cause. Should any member referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause
a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period his or her referral privileges shall be suspended indefinitely.

Section 2: A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the priority of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination cause. For the purpose of this provision, a decision of the Joint Trade Board and/or an arbitrator shall be final and binding.

Section 3: A Termination Review Committee, composed of the members of the Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE XX
Management Rights

Section 1: Except as expressly otherwise provided in this Agreement, the Employer shall have full right to direct the process of the work and exercise all function and control, including, but not limited to, the section of the kind of materials, supplies or equipment used in the prosecution of the work, the determination of the competency and qualifications of his/her Employees and the right to discharge any Employee for any just, sufficient cause.

Section 2: The employer shall have the right to institute, maintain and require observance of a fair and consistent Drug & Alcohol policy.

The goals of the parties is to provide a safe and rational work place where the employees can attain productive standards which are consistent with that expected for the negotiated wage and which are consistent with maintaining the viability of the unionized painting & allied trades contracting industry.

The contractor has the right to require an employee who has incurred an injury requiring medical attention to undergo drug testing within a reasonable period of time after the injury provided that the employee is physically capable of undergoing the testing. Any employee who refuses to undergo drug testing shall be subject to immediate termination.

Any contractor who is required by contract to provide pre-hire drug testing for its employees shall utilize the services of a service provider selected by District Council #4. The Union agrees that the employer may use the owner’s provider if required to do so.

Section 3: Outside of lunch break, cell phone use is limited to work related calls or emergencies.
ARTICLE XXI
Form Agreement – International

Section 1: When engaged in work outside the geographical jurisdictional jurisdiction of this Agreement, the said contractors agree, subject to their rights to reject any applicant for cause, that no less than 50% of the men employed on such work will be residents of the area where work is performed or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements. Others shall be employed only from the contractor’s home locality.

Section 2: The employer, party, hereto, shall when engaged in work outside the geographical 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 geographical jurisdiction and executed by the employers of the industry and local union in that jurisdiction, including, but not limited, to provisions of the wages, hours, working conditions, and all fringe benefits therein provided, provided however, that as to the employees employed by such employer from within the geographical jurisdiction of the union party to this Agreement shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees.

Section 3: The employer, party hereto, shall not attempt to engage in any work covered by this Agreement in any area outside of the geographical jurisdiction of the Union, party thereto, through the use or device of another business or corporation which such employer controls or through the use or device or a joint venture with another employer or contractor in an outside area, without first consulting with the Union, for the purpose of taking advantage of lower wages or condition that are in effect in the home area of such employer; and if the Union is not satisfied, the union party has the option of canceling the agreement.