

AGREEMENT

BY AND BETWEEN

HILLSTAR PROMOTIONS U.S.A. LTD.

AND

DISTRICT COUNCIL #4

OF THE

INTERNATIONAL UNION OF

PAINTERS AND ALLIED TRADES

Effective: January 1, 2019

Expires: December 31, 2022

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	5
WITNESSETH	5
ARTICLE I – SUCCESSOR CLAUSE	
Section 1 – Binding on Successor	5
Section 2 – Notice Of Sale To Union And Purchaser	5
Section 3 – Company Liability To Union	6
ARTICLE II – SCOPE OF WORK	
Section 1 – Bargaining Unit Employees	6
Section 2 – Part Time Employees	6
ARTICLE III – UNION RECOGNITION	
Section 1 – Bargaining Agent	6
Section 2 – Agreement To Negotiate	6
Section 3 – Non-Abridgement Of Employee's Right	7
Section 4 – Company Not To Interfere With Union Activities	7
Section 5 – Conferences	7
Section 6 – Calling Of Meetings	7
ARTICLE IV - REPRESENTATION	
Section 1 – Plant Entrance And Composition And Payment Of Shop Committee	7
Section 2 – List Of Union And Company Representatives	7
ARTICLE V – UNION SHOP	
Section 1 – Union Membership As Condition of Employment	8
ARTICLE VI – DUES COLLECTION	
Section 1 – Authorization Card	8-9
ARTICLE VII – MANAGEMENT CLAUSE	
Section 1 – Management Rights	9
ARTICLE VIII – GRIEVANCE PROCEDURE	
Section 1 – Step 1	10
Section 2 – Disposition Of Officers Of The Company – Step 2	10

Section 3 – Arbitration – Step 3	10
Section 4 – Preliminary Meeting For Contemplated Discipline	11
Section 5 – Evidence Before Arbitration	11
Section 6 – Five Work Days To File Grievance On Discharge	11
ARTICLE IX – STRIKE AND LOCKOUT	11
ARTICLE X – LAY OFF AND RECALL PROCEDURE	
Section 1 – Lay Off Procedure	12
ARTICLE XI – LEAVES OF ABSENCE	
Section 1 – Personal Leave	12
Section 2 – Sick Leave	12
Section 3 – Bereavement Leave With Pay	12
Section 4 – Jury Duty Leave With Pay	12
Section 5 – Attendance Bonus	12
Section 6 – Sick/Personal Days With Pay	13
ARTICLE XII – HEALTH AND SAFETY	
Section 1 – Promotion Of Health And Safety	13
Section 2 – Joint Health And Safety Committee	13
Section 3 – Protective Equipment	13
Section 4 – Medical Supplies	13
Section 5 – Time Paid For Injury And Compensation Hearing	13-14
ARTICLE XIII – HOURS, WAGES AND OVERTIME	
Section 1 – Work Day And Shifts	14
Section 2 – Definition Of Work Day And Work Week	14
Section 3 – Change of Starting Time Of Shifts And Work Week	14
Section 4 – Rest Periods	14
Section 5 – Overtime	14
Section 6 – Act Of God	14-15
Section 7 – Rates of Pay	15
Section 7 – IUPAT Pension Funding improvement plan	16
ARTICLE XIII - HOLIDAYS	
Section 1 – Paid Holidays	16
Section 2 – Pay For All Holidays Within 31 Days Of Termination Of Employment	16
Section 3 – Pay For All Holidays While On Vacation, Jury Duty, Etc.	16
Section 4 – Double Time For Work Performed On Holidays	17

ARTICLE XV – RETIREMENT FUND

Section 1 – IUPAT Industry Pension Fund & Annuity	17-18
---	-------

ARTICLE XVI - INSURANCE

Section 1 – Monthly Contributions	18
Section 2 – Contributions For Newly Hired Employees	18
Section 3 – Guarantee For Increased Cost	19
Section 4 – Monthly List For Whom Contributions Were Made	19
Section 5 – No Liability For Company	19

ARTICLE XVII- VACATIONS

Section 1 – Schedule And Method Of Payment	19
Section 2 – Full Vacation Pay	19
Section 3 – Vacation Pay Union Termination Of Employment	19-20
Section 4 – Method Of Computing Vacation Allowance	20
Section 5 – Pro-Rata Vacation	20
Section 6 – Payment Of Vacation Pay Prior To Vacation	20
Section 7 – Payment Of Vacation Pay After Termination Of Employment	20
Section 8 – Vacation Year	20
Section 9 – Non-Designation Of Vacation Time During Lay Off	20
Section 10 – Balance Of Vacation Pay Upon Recall to Work	20
Section 11 – Designation Of Vacation Time	21

ARTICLE XVIII – APPROVAL OF AGREEMENT

21

ARTICLE XIX- GENERAL

Section 1 – Bulletin Boards	21
Section 2 – No Discrimination	21
Section 3 – Warning Notices	21
Section 4 – Local Union Deductions	21-22
Section 5 – IUPAT FTI	22
Section 6 – Finishing industry Labor Management Partnership (LMP)	22
Section 7 – Political Action Together Fund	22-23

SIGNATURE PAGE

24

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2019 between HILLSTAR PROMOTIONS U.S.A., LTD., 1594 South Park Ave, Buffalo, New York hereinafter referred to as the "Company" and District Council #4, AFL-CIO-CLC of the International Union of Painters and Allied Trades 585 Aero Drive., Cheektowaga, New York 14225, hereinafter referred to as the "union".

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall foster, promote and improve the industrial relationship between the Company and its employees and to set forth herein a basic agreement covering wages, hours and working conditions and other conditions of employment to be carried out, observed and performed by the parties hereto.

NOW, THEREFORE, in consideration of the covenants, agreements, and understandings, terms and conditions herein contained and in consideration of other good and valuable considerations, it is hereby mutually agreed between the parties hereto as follows:

ARTICLE I – SUCCESSOR CLAUSE

Section 1 – Binding on Successor

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or be taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this provision that the parties hereto shall not use any leasing device to a third party to evade the contract.

Section 2 – Notice Of Sale To Union And Purchaser

The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union prior to the time the seller, transferor, or lessor executes a contract of transaction as herein described.

Section 3 – Company Liability To Union

In the event the Company fails to give the notice herein required and/or fails to contractually required the purchaser, transferee or lessee to assume the obligations of the contract, the Company shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this contract.

ARTICLE II – SCOPE OF AGREEMENT

Section 1 – Bargaining Unit Employees

This Agreement shall apply to all Salary/Draw on commission and hourly office employees, excluding all technical employees, professional employees, guards and supervisors as defined in the Act.

Section 2 – Part Time Employees

Part-time employees may be hired by mutual agreement and shall, for all purposes, except wages and benefits, be treated as regular employees and shall enjoy all benefits as per this Agreement in proportion to the amount of hours worked. Owner will negotiate wages, plus benefits and will adhere to the union security clause, etc.

ARTICLE III – UNION RECOGNITION

Section 1 – Bargaining Agent

The Company hereby and herewith recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees described in Article II above at its present and/or any other location.

Section 2- Agreement To Negotiate

The Company agrees to negotiate at all times necessary, in the manner provided herein, with the chosen accredited representatives of District Council #4 for the purpose of settling grievance disputes which may arise in connection with hours, rates, working conditions, and other conditions of employment.

Section 3 – Non-Abridgement Of Employee's Rights

It is specifically agreed that nothing in the Agreement, in any way, directly or indirectly, is intended to abridge the rights of the employees as provided for in the National Labor Relations Act.

Section 4 – Company Not To Interfere With Union Activities

The Company will not interfere with, restrain, or coerce an employee or employees for the purpose of discouraging Union activities.

Section 5 – Conferences

Conferences shall take place between the Union and the Company for the discussion of any questions that either party may want to raise, at such times and places as may be agreed upon between them. Minutes or a record shall be kept of any conference between the Company and the Union if requested by either party.

Section 6 – Calling Of Meetings

Meetings may be called by either the Company or the Union upon no less than two (02) working days notice for the consideration of matters pertaining to discharge or any matter that either the Company or the Union feels involves hours, wages, and other conditions of employment.

ARTICLE IV – REPRESENTATION

Section 1 – Plant Entrance And Composition And Payment Of Shop Committee

The Union shall be represented by District Council #4 Representatives. District Council #4 Representatives shall be permitted access to the plant, upon notification to the Company, for investigating grievances or working conditions and/or to meet with representatives of Management.

Section 2 – List Of Union And Company Representatives

The Company shall give to the Union a list of supervisors, including their names and titles, and the Union likewise shall give the Company a list of its representatives.

ARTICLE V – UNION SHOP

Section 1 – Union Membership As Condition Of Employment

Employees covered by this Agreement at the time it becomes effective and newly hired employees, who are covered by this Agreement, shall be required as a condition of continued employment to become members of the Union on or before the fifth (05) day following the sixtieth (60th) calendar day of such employment or the effective date of this Agreement, whichever is the later. The Company shall provide to the Union within ten (10) business days of hire the name, address and social security number of any such new employee.

ARTICLE VI – DUES COLLECTION

Section 1 – Authorization Card

The Company agrees, during the term of this Agreement, upon receipt of an individual's, separate authorization and request in writing and duly executed by a member of the Union pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947, shall deduct monthly dues and such administration dues check-off as may be fixed by the Union By-laws pursuant to the terms of said authorization and remit the same, by check (payable to District Council #4). All such deductions shall be made from the employee's weekly pay during the term of this contract and transmitted to the Union not later than the twentieth (20th) day of the month in which the collection was made. (Example: October is payable by November 20th) See Volunteer Authorization Form.

ADMINISTRATIVE DUES-CHECK-OFF

(1) The 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 then amount of 1% of gross wages and remit said amount to the Union in the following manner:

a. For each payroll period, the Employer will deduct the 1% from the gross weekly wages of each employee during the said payroll period, and all will accumulate said deductions to the end of the month.

b. On or before the 15th 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 I.U.P.A.T. other than the Union signatory hereto and the bylaws of that other Union contain a provision for administrative dues or Business Representative "assessment", the Employer shall check-off from the wages of employees covered by this Agreement and

employed on that job administrative dues and Business Representative "assessment" in the amount stated in that other Unions by-laws, and shall remit that 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 from the wages, 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 "assessment" specified in its by-laws, and to submit to the Employer a copy of the by-laws or applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto, and the by-laws of that other Union contain no provision for administrative dues or Business Representative "assessment", the Employer shall continue to be bound by Section (1).

(3) The obligation of the Employer under section (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card or I.U.P.A.T. membership application form.

(4) At the time of the employment of any employee, the Union will submit to each such employee for his voluntary signature a dues deduction authorization in triplicate, one copy of which is retained by the Union, one copy retained by the Employee, and the other returned to the Employer, the form to be supplied to such Employer by the Union.

(5) On or before the 15th day of each month, the Employer will submit to the Union a list of all Employees covered by the Agreement who have not signed dues deduction authorization card, together with the number of hours worked by each such Employee during the month previous.

(6) Any Employer who becomes delinquent in remittance of dues check-off to the Union may, at the Unions discretion, be made to remit the dues check-off on a weekly or by-weekly basis.

ARTICLE VII – MANAGEMENT CLAUSE

Section 1 – Management Rights

The management of the Company's business and the direction of the working forces, including the right plan, control and direct shop operations to determine the products to be manufactured, the schedule of production, the methods, processes and means of manufacture; to hire, promote, discipline, suspend or discharge for proper cause, transfer or relieve employees from duties because of lack of work or for other legitimate reasons, are vested exclusively in the Company subject to the provisions of this Agreement.

ARTICLE VIII – GRIEVANCE PROCEDURE

Section 1 – Step 1

Any employee having a grievance shall present it to his business representative who will attempt to negotiate the matter. If the grievance is not satisfactorily settled, such grievance shall be reduced to writing on forms provided by the Union. The grievance shall be dated and signed by the business representative. The Company shall state their disposition in writing and reasons therefore within one (01) work day after the written grievance has been presented to them. The Company shall keep one (01) copy of the grievance for their record if the grievance is satisfactorily settled.

Section 2 – Disposition Of Officers Of The Company – Step 2

If the above Step shall fail to secure satisfactory settlement, the grievance may be appealed to the officers of the Company or its designated representatives. The grievance shall be presented to the said officers of the Company, or its designated representatives and be processed by them and the accredited representatives of the Union. If, at this meeting, the grievance is not satisfactorily settled, the Company shall state its disposition in writing and reasons therefore within three (03) working days from the time of presentation. If the Company fails to give a written answer within the aforementioned three (03) working days (Saturdays, Sundays, and holidays excluded) (unless mutually agreed to extend the time limit in writing), the adjustment sought by the aggrieved employee or by the Shop Committee, as the case may be, shall be considered as the final adjustment to be effectuated.

Section 3 – Arbitration – Step 3

- a. If the Union shall fail to secure satisfactory settlement, the Company and the union may, by mutual agreement, request the office of the New York State Board of Mediation to submit the name of a Staff Arbitrator who will arbitrate the grievance or grievances pending. In the event no agreement is reached, as heretofore stated, the Union may make a request to the office of the New York State Board of Mediation for a panel of nine (09) names from which an Arbitrator shall be selected, either by mutual agreement or by each party alternately striking off a name from the panel. The remaining name shall be the Arbitrator who shall arbitrate the grievance or grievances pending.
- b. The Arbitrator shall fix and notify the parties of the time and place for arbitration of the grievance.
- c. Any issue involving the interpretation or application of any term of this Agreement may be initiated by the Union as provided for in Section 4 above. Upon the failure of the parties to agree, then it may be appealed by the Union directly to the Arbitrator for a decision.

- d. The decision of the Arbitrator shall be final and binding upon both parties, but he shall have no power either to add to, subtract from, or modify any of the terms, conditions or limitations of this Agreement or any agreement made supplementary hereto.
- e. All of the costs and expenses of the Arbitrator shall be divided equally between the Company and the Union.

Section 4 – Preliminary Meeting For Contemplated Discipline

The Company agrees that when disciplinary action of any kind is under consideration or being contemplated on the part of the Company toward any employee, under the terms of the Agreement, that before such action is taken and while it is under consideration, the matter will be subject for discussion between the Company and the Union. It is the purpose and intent of this clause to attempt to settle all such matters before action is taken, in order that discussion after the act may not be necessary thereby conserving the time of both the Company and the Union. It is understood that the representatives of the Union participating at this meeting shall be the District Council Representatives.

Section 5 – Evidence Before Arbitration

The desire of the parties is to reach an agreement, if possible, on grievances involving disciplinary action without recourse to arbitration. In order that full and complete consideration be given on behalf of the discipline employee, all witnesses, written evidence and/or photographs shall be made available to the Union.

Section 6 – Five Work Days to File Grievance On Discharge

The Company may discharge an employee for just cause provided the procedure establishes in Section 5 above is complied with prior to such discharge. When an employee is discharged, the business representative shall be given, in writing, a notice of such discharge, with the reasons thereof. Any grievance relating to such discharge shall be taken up in accordance with the grievance procedure. Such grievance must be filed in writing within five (05) working days from the time the Union receives the written notice referred to in this paragraph or the discharge shall be absolute and not subject to the grievance or arbitrator provisions of this Agreement.

ARTICLE IX – STRIKE AND LOCKOUT

It is understood and agreed there shall be no strike or lockout during the term of this Agreement. Any employee participating in a walk out or strike may be subject to discharge.

ARTICLE X – LAY OFF AND RECALL PROCEDURE

Section 1 – Lay Off Procedure

When there is a decrease in force, the following procedure shall be followed:

- a. Employees to be laid off shall receive a minimum of three (03) work days advance written notice, with a copy to the Union, of such lay off.

ARTICLE XI LEAVE OF ABSENCE

Section 1 – Personal Leave

Leave of Absence may be granted for good cause to employees by mutual agreement between the Company and the Union. Personal leaves of absence may be granted retroactively for good and sufficient cause. Any employee obtaining a leave of absence under false pretenses may be discharged.

Section 2 – Sick Leave

Employees who are sick shall automatically be on a sick leave of absence.

Section 3 – Bereavement Leave With Pay

- a. Employees shall be paid for time lost not exceeding three (03) days at their hourly rate when death occurs in the employee's immediate family, namely; husband, wife, son, daughter, stepson or stepdaughter, father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister, mother-in-law, or father-in-law.

Section 4 – Jury Duty Leave With Pay

When an employee is called to serve on jury duty on a regularly scheduled working day, he shall be excused from work and receive eight (08) hours pay at his base rate not to exceed ten (10) working days. Proof of such service must be given to the Company before this Section shall apply.

Section 5 – Attendance Bonus

Employees shall receive their guaranteed hourly rate for all unused Sick/Personal Days payable at the end of each contract year.

Section 6 – Sick/Personal Days With Pay

Employees shall be entitled to two (02) sick/personal days with pay after one year from date of hire. Payment shall be made at the employees guaranteed hourly rate.

ARTICLE XII – HEALTH AND SAFETY

Section 1 – Promotion Of Health And Safety

The Company shall maintain the plant and plant equipment in such manner as to adequately safeguard the health and safety of all employees. The Company agrees to cooperate with the Union and all community, state and federal agencies interested in promoting safe, healthful working conditions or to prevent accidents and occupational diseases. The Company shall remit a copy of any accident reports to the Union Health and Safety Representative.

Section 2 – Joint Health And Safety Committee

A Joint Health and Safety Committee composed of one (01) representative of the Company and one (01) representative of the Union shall be set up for the purpose of investigating accidents and health conditions and maintaining proper health and safety standards. This Committee shall, from time to time, submit recommendations and findings to the Company and to the Union. Membership of this Committee shall be restricted to employees of the Company. Union Representatives of this Committee shall suffer no loss in pay at their hourly rate for the time necessarily spent during working hours in the pursuit of their business.

Section 3 – Protective Equipment

The Company agrees to furnish all necessary protective safety equipment, protective clothing, gloves, safety glasses, face shields, aprons and lockers as required, without charge and further agrees to provide adequate and clean space for clothing, clean sanitary restrooms, adequate hot and cold water, and adequate washing facilities for its employees.

Section 4 – Medical Supplies

The Company shall keep adequate and reasonable medical supplies on hand at all times.

Section 5 – Time Paid For Injury And Compensation Hearing

Employees who are injured in the plant and sent home because of such injury shall be paid at their hourly rate for the balance of the shift in which the injury occurred. Any employee required to report to the State Compensation Board for a hearing, shall be paid, at his hourly rate, for all time lost from work in attending the hearing, as specified herein. Employees shall be required to report for work or return to work either prior to or after time

spent at a compensation hearing except as modified and approved by the Company for the purpose of reasonable travel time allowance.

ARTICLE XIII – HOURS, WAGES AND OVERTIME

Section 1 – Work Day And Shifts

Day shift begins not before 8:00 am or after 9:00 am Monday through Friday.

Section 2 – Definition Of Work Day And Work Week

Eight (08) hours shall constitute a regular “work day” and forty (40) hours a regular “work week”. The regular work week shall be from Monday to Friday, inclusive.

Section 3 – Change Of Starting Time Of Shifts And Work Week

The starting time of the work week and the starting and quitting time of each shift may be changed by written agreement between the Company and the Union.

Section 4 – Rest Periods

The Company will grant a coffee break of ten (10) minutes in the morning and ten (10) minutes in the afternoon.

Section 5 – Overtime

When overtime work is required, such overtime shall be on an optional basis and the overtime rates be paid as follows:

- a. Time and one-half will be paid for all time worked in excess of eight (08) hours in any one (01) day from Monday to Friday, inclusive, and all work performed in the first eight (08) hours on Saturday unless, upon mutual agreement, an employee may be allowed to make up time on Saturday that was lost Monday – Friday.
- b. Double time will be paid for all work performed in excess of eight (08) hours on Saturday and for all work performed on Sunday.

Section 6 – Act Of God

In the event an emergency makes it necessary to stop work, such emergency including such occurrences as boiler breakdown, labor dispute, power failure, “Act Of God”, or other catastrophes, employees shall be paid a minimum of four (4) hours pay at their regular wage rates or for the hours which they worked up to the time of the work stoppage, whichever is the greater. If such emergency occurs prior to the starting time of the work day, the Company will

attempt to notify employees of such emergency not to report to work. If such employees do not receive timely notification and report for work, they shall be paid four (04) hours pay, if they elect not to work. If they elect to work, they shall be paid eight (08) hours pay and the Company reserves the right to assign to such employees work out of their classification within the bargaining unit, provided the employees are capable of performing the work.

Section 7 – Wages and Fringe Benefits

Wages

	1-1-19	1-1-20	1-1-21
Class 1	\$11.10	\$11.80	\$12.50
Class 2	\$12.00	\$12.50	\$13.00
Class 3	\$14.00	\$14.50	\$15.00
Class 4	\$19.00	\$19.50	\$20.00

Fringe Benefits

Class A

I.U.P.A.T. Pension	\$1.05 an hour
I.U.P.A.T. Annuity	\$0.30 an hour
I.U.P.A.T. F.T.I.	\$0.05 an hour
I.U.P.A.T. L.M.P	\$0.05 an hour

Class B

I.U.P.A.T. Pension	\$0.25 an hour
I.U.P.A.T. Annuity	\$0.30 an hour
I.U.P.A.T. F.T.I.	\$0.05 an hour
I.U.P.A.T. LMP	\$0.05 an hour

Deductions:

Dues check-off 1% gross wages
 Political Action Together Fund \$0.05 an hour
 DC #4 Organizing Fund \$0.01 an hour
 Local Union #112 Dues \$26.00 a month

*Based on qualifications and experience the Company at their sole discretion may increase the rate of pay.

IUPAT Pension Funding Improvement Plan

Beginning January 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make an additional Class A contribution of \$1.05 and Class B contribution of \$0.25 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 Class A contribution of \$1.05 and Class B contribution of \$0.25.

ARTICLE XIV – HOLIDAYS

Section 1 – Paid Holidays

Employees will not be required to work but shall receive straight time hourly rate of eight (08) hours pay for the following specified holidays.

1. Christmas Day
2. New Years Day
3. Thanksgiving Day
4. Fourth of July
5. Labor Day
6. Memorial Day
7. One (01) Floating Holiday - to be chosen by Employer

Section 2 – Pay For All Holidays Within 31 Days Of Termination Of Employment

Employees, except probationary employees, who are laid off, discharged, or are on sick leave or personal leave of absences within a period of thirty-one (31) days immediately prior to the occurrences of a holiday, shall receive holiday pay at their hourly rate including shift bonus for all holidays falling within that period.

Section 3 – Pay For All Holidays While On Vacation, Jury Duty, Etc.

Employees on vacation, jury duty, or National Guard duty shall receive holiday pay for any holiday that falls in this period.

Section 4 – Double Time For Work Performed On Holidays

In addition to holiday pay, double time shall be paid for work performed on the above specified holidays. In the event any of the aforementioned holidays should fall on Saturday and/or Sunday and be celebrated on any other day of the week, the employee shall be paid as provided for herein for all work performed on the day the holiday is celebrated.

ARTICLE XV – RETIREMENT FUND

Section 1 – IUPAT Industry Pension Fund

Contributions to the International Painters and Allied Trades Industry Pension Fund, International Painters and Allied Trades Annuity Fund, The Finishing Trades Institute and the Painters and Allied Trades Finishing Industry Labor Management Partnership.

1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund ("the Pension Fund"), International Painters and Allied Trades Annuity Fund, the Finishing Trades Institute ("FTI") and the Painters and Allied Trades Finishing Industry Labor Management Partnership (LMP) for each employee covered by this Agreement as follows:

a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution as per Article XV of this Agreement to the Industry Pension Fund, Annuity Fund, FTI and to the LMP as per Article XIX (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked)

b. Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes but is not limited to, apprentices, journeypersons, trainees and probationary employees.

c. The payments to the Pension, Annuity, Apprenticeship and LMP Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective fund. The Employer hereby understands, accepts and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declaration of Trust as though it had actually signed the same.

d. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including but not limited to, the IUPAT Industry Pension Fund, the IUPAT Annuity Fund, the Finishing Trades Institute, the Finishing Industry Labor Management Partnership, the IUPAT

Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.

2. a. The Employer and Union hereby irrevocably designates as its representatives on the Board of Trustee of the Industry Pension Fund, the Annuity Fund, FTI and the LMP such Trustees as are now serving, and who will in the future serve, as Employer and Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

b. The parties hereby further agree to be bound by all actions taken by the Trustees of the IUPAT Industry Pension Fund, the IUPAT Annuity Fund, the FTI and the LMP Funds pursuant to the said Agreements and Declarations of Trust.

3. All contributions to the Funds described in paragraph 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have certified public accountant audit the payroll, wage and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

4. If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

5. Each of the respective Funds described in paragraph 1 hereof shall, at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

ARTICLE XVI INSURANCE

Section 1 – Monthly Contributions

Section 2 – Contributions For Newly Hired Employees

Except for weekly sick benefits (DBL), contributions for newly hired employees shall commence on the first day of the month following their probationary period.

Section 3 – Guarantee For Increased Cost

In addition to the cost stipulated herein, the Company agrees to pay fifty percent (50%) of single benefit coverage and any employee who needs family coverage the company will pay what the sum would be of 50% of single coverage and any increased cost for the same coverage for the duration of this contract.

Section 4 – Monthly List For Whom Contributions Were Made

The initial master list will include names, addresses, social security numbers, ages, and such additional

Section 5 – No Liability For Company

It is understood and agreed that there shall be no liability upon the Company, other than to make the contributions provided for in this Article, and that there will be no additional financial or moral obligations on the part of the Company if the insurance carrier defaults on any just claims pursuant to the terms of the New York State Disability Law.

ARTICLE XVI I- VACATIONS

Section 1 – Schedule And Method Of Payment

Employees shall receive vacation time allowance based on the following schedule: Pursuant to the schedule below, employees with seniority from date of hire shall be paid their vacation allowance at their highest hourly rate received during the preceding anniversary year.

<u>SENIORITY</u>	<u>HOURS OF PAY</u>	<u>VACATION TIME OFF</u>
1 Year But less Than 2 Years	40	1 Week
2 Years and more	80	2 weeks

Employees may schedule up to five (05) vacation days as individual days off. Vacation days must be scheduled with five (05) working days notice and are subject to management approval. At the sole discretion of the Company, due to emergency or other mitigating circumstances, the Company may waive the five (05) work day scheduling requirement.

Section 2 – Full Vacation Pay

Employees with one (01) year seniority who have worked at least six (06) months in the above preceding anniversary year shall be paid their vacation allowance as provided in Section 1 above.

Section 3 – Vacation Pay Upon Termination Of Employment

Any employee who has already qualified for his vacation allowance and leaves the employ of the Company before or after the end of his anniversary year and has not taken his vacation, shall be paid his vacation allowance in accordance with Section 1 above; and, if

applicable, any pro-rated vacation allowance pursuant to Section 5 below; in the week following his last day of work.

Section 4 – Method Of Computing Vacation Allowance

For the purpose of computing vacation allowance or vacation time, employees who work in at least one (01) pay period in a month shall receive credit as if they worked for the whole month.

Section 5 – Pro-Rata Vacation

Any employee who has one (01) year of seniority from date of hire, who has worked less than six (06) months and who leaves the employ of the Company prior to the end of the anniversary year shall be paid the pro-rata vacation allowance based upon his average regular hourly rate paid to him during the anniversary year of one-sixth (1/6) of his scheduled vacation allowance for each month of service from the commencement of the anniversary year until his last day of work.

Section 6 – Payment Of Vacation Pay Prior To Vacation

Employees who take vacation shall be paid the vacation allowance in the payroll period immediately prior to commencement of the vacation.

Section 7 – Payment Of Vacation pay After Termination of Employment

Employees who leave the employ of the Company and who are then entitled to a vacation allowance in accordance with this Article shall receive such allowance in the payroll period following their last day of work.

Section 8 – Vacation Year

The vacation year shall be a twelve (12) month period commencing January 1st and ending December 31st.

Section 9 – Non-Designation Of Vacation Time During Lay Off

When vacation allowances are paid, as provided herein, to employees who are laid off or terminated, the Company shall not designate a vacation period at this time.

Section 10 – Balance Of Vacation Pay Upon Recall To Work

Any employee who is laid off and receives a pro-rata share of his vacation allowance, as provided herein, shall receive the balance of his vacation pay at the completion of his anniversary year, if such employee is recalled to work during his anniversary year.

Section 11 – Designation Of Vacation Time

The regular vacation period shall be between January 1st and December 31st of each year. However, the Company may designate the actual vacation time on a staggered basis, preference being given to employees on the basis of seniority in accordance with the Company's operational requirements. The Company, however, will make every reasonable effect to grant the vacation requests of its employees.

DEFINITION: Anniversary years means that period from the date which an employee is hired until the end of one (01) year and every subsequent year thereafter.

ARTICLE XVIII – APPROVAL OF AGREEMENT

It is understood that this Collective Bargaining Agreement must be approved by the International Union. In the event of failure of approval, the Agreement will be referred back to the parties for further negotiations. It is further understood that any Agreement made supplemental hereto whether verbal or written which adds to, subtracts from, modifies or attempts to clarify any portion of this Collective Bargaining Agreement shall be non-binding and unenforceable unless such supplemental Agreement is reduced to writing and contains the signature of a representative of the International Union.

ARTICLE XIX – GENERAL

Section 1 – Bulletin Boards

The Company shall furnish bulletin boards for the exclusive use of the Union.

Section 2 – No Discrimination

The Company agrees that there shall be no discrimination with respect to hire, wages, or any other term or condition of employment because of sex, creed, color, religion or national origin of an employee or prospective employee.

Section 3 – Warning Notices

Warning notices and disciplinary action issued to employees shall be expunged from their record twelve (12) months from the date of their issuance.

Section 4 – Local Union Deductions

The Company agrees, during the term of this Agreement, upon receipt of an individual, separate authorization and request in writing duly executed by a member of the Union to deduct weekly local Union deposits as may be fixed by the member of the Union pursuant to

the terms of said authorization and remit the same by check (payable to DC #4 Local #112) of the IUPAT DC #4 for the full amount collected not later than the Friday of the week following the calendar week in which deductions were made.

All such deductions shall be made from the employee's second paycheck after receipt of the authorization and request in writing by the employee and shall continue on a weekly basis thereafter until such time the employee or the Union gives notice in writing to the Company to cancel such payroll deductions.

The Company and the Union shall work out a mutually satisfactory arrangement by which the Company will furnish Local #112 with a record of those for whom deductions have been made together with the amount of such deductions.

The Company further agrees that the terms and conditions of this Agreement for payroll deductions will not become effective until written notice is served on the Company by the Union. It is further agreed that at any time during the term of this Collective Bargaining Agreement upon a five (05) day written notice to the Company by the Union this arrangement shall be considered null and void in its entirety and shall be considered deleted from the Collective Bargaining Agreement.

Section 5 – I.U.P.A.T F.T.I.

Effective January 1, 2019 and for the duration of this Agreement, the Employer shall remit to District Council No. 4 the amount of \$.05 per hour worked by to an Employee covered by this Agreement for the International Union of Painters and Allied Trades Joint Apprenticeship Training Fund. This is an Employer contribution.

Section 6 – LMP

Effective January 1, 2019 and for the duration of this Agreement, the Employer shall remit to District Council #4, the amount of \$.05 per hour worked by an Employee covered by this Agreement for the Labor Management Cooperation Fund. This is an Employer contribution.

Section 7 – Political Action Together Fund

Employers agree to deduct from employees wages one cents (\$.01) per hour to be contributed to the Political Action Together Fund of The International Union of Painters and Allied Trades. Employers party to this Agreement hereby agree to honor authorizations for Check-off of political contributions for all employees who are Union members in the following form:

Political Contribution Check-Off Authorization

This is to authorize any of the various Employers who are signatory to an Agreement with the International Union of Painters and Allied Trades, including any renewal thereof, an by whom

I may be employed under and during the terms of such Agreement or any renewal thereof, to deduct from my wages on a (\$.01) per hour worked) and to forward that amount to the P.A. T. Political Committee.

This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that the P.A. T. Political Committee will use the money to make political contributions and expenditures in connection with federal, state and local election and that this voluntary authorization may be revoked at any time by notifying the employers and the P.A. T. Political Committee, and are not deductible as charitable contributions for Federal income tax purposes.

12/21/18
DATE

William E. Miller, Jr.
SIGNATURE

099-40-1244
SOCIAL SECURITY NUMBER

The undersigned Employer (Hillstar Promotions U.S.A. Ltd.) and I.U.P.A.T. District Council #4 agree to be bound by this Collective Bargaining Agreement Dated January 1, 2019 through and including December 31, 2022

Hillstar Promotions USA
Name of Employer/Contractor

William C. Hilliker Jr
Employer Signature

President
Title

William C. Hilliker Jr
Print Name

12/27/18
Date

1594 South Park Dr Roseton NY 14220
Address City State Zip

(716) 827-7999
Phone

(716) 827-7009
Fax

16-1460388
Federal Tax I.D. Number

Ever Flagship Inc Co
Worker's Compensation Ins/Co

091-6600304
Worker's Comp. Ins. Policy No.

7/16/19
Expiration date of Worker's Comp. Policy

Painters District Council #4

Dan J. Gill
Signature

Business Rep
Title

1/2/19
Date