

**MASTER  
COLLECTIVE BARGAINING  
AGREEMENT**

**BY AND BETWEEN**

**PAINTERS DISTRICT COUNCIL NO. 4**

**AND**

**INDUSTRIAL PAINTING CONTRACTORS  
OF  
UPSTATE NEW YORK, INC.**

***May 1, 2022 through April 30, 2027***

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**AGREEMENT**

This Agreement is made and entered into this 1st day of May 2022, by and between \_\_\_\_\_, hereinafter referred to as the Employer, and Painters District Council #4 affiliated with the International Union of Painters and Allied Trades (I.U.P.A.T.), hereinafter referred to as the Union.

**BASIC PRINCIPLES**

It is the intent and purpose of the Parties hereto that this Agreement shall promote and improve the Industrial and Economic relationship between the Employer and the Union, to eliminate unnecessary strike, lockouts, and other interference with production and set forth the Basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

**ARTICLE I  
RECOGNITION CLAUSE**

The Employer acknowledges that the Union has offered to establish its majority status by allowing the employer to examine authorization cards voluntarily executed by the eligible employees in the unit described in the CBA. The employer is satisfied that the Union has the support of a majority of the eligible employees in the appropriate unit to represent said employees for the purposes of collective bargaining and, further, the employer waives the opportunity to examine the authorization cards; and therefore, the employer recognizes pursuant to Section 9 (A) National Labor Relations Act, the Union as the sole and exclusive bargaining representative of the employees employed in the bargaining unit described.

All work described and covered by Section 6 of the I.U.P.A.T. Constitution, as outlined in Article III, Section 2 of this Agreement.

The employer agrees that the Union has been designated or selected for the purposes of Collective Bargaining by the majority of the employees in an appropriate unit, that said majority support has been demonstrated and that the Union is the exclusive representative of all employees in such a unit for the purposes of Collective Bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

**ARTICLE II  
UNION SECURITY CLAUSE**

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 30th day following the beginning of their employment, or on and after the 30th day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

- a.) The Employer recognizes the right of any Union Member to refuse to work with an Employee who has worked for a period more than 30 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.

b.) The Employer agrees to notify the Union during the first eight hours after any non-member has been hired, providing the name, address and social security number.

c.) The Employer agrees to remove from work covered by this Agreement any Employee who has failed to perform his/her obligations to become and remain a Union member as provided for this Agreement. Upon receipt of written notice from the Union stating that such Employee is delinquent, he/she shall be removed and shall not be re-employed by the Employer until he/she performs such obligations as provided for in this Agreement.

### **ARTICLE III TERRITORIAL AND TRADE JURISDICTION**

**SECTION 1.** The Geographic Jurisdiction covered by this agreement shall be the following counties in the State of New York:

The Counties of Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, Steuben, St. Lawrence, Tioga, Tompkins, Wayne, Wyoming and Yates. (33 Total)

**SECTION 2.** The trade/craft jurisdiction of Painters District Council #4 shall be as per Section 6 of the I.U.P.A.T. Constitution. Additionally, the trade/craft jurisdiction as defined in Article VI Section 1 & 2 of this Agreement shall be as follows: painting shall include all of the curriculum as outlined and approved by the NYS DOL Apprenticeship Department (DOT Code 840.381-010) and not limited to the application of any protective or decorative coating (whether liquid or solid) . Methods of application shall include, but not be limited to brushing, rolling, spraying and electrostatic coating system; caulking; blasting shall include but not be limited to, all removal and disposal. Methods of removal and preparation shall include, but not be limited to, abrasive sponge blasting, abrasive hydro-water blasting, abrasive blasting, hydro-water blasting, vacuum blasting steam cleaning and all chemical (paste) type removers; including preparations for those classes of work, as glass spray coating, all desco type products, all epoxy resin products, all polyester fiberglass materials, cement enamel products, and application materials for chorine concrete and/or sealer for all masonry and concrete surfaces, corrosion control, rigging of all work, engineering controls and containment, scaffold erection, secondary containment and weather enclosure, transporting of paint and equipment to and from the job site, operation of all compressors, sand handling and plant air and handling of such equipment; all related work for the abatement of lead based paint as per government standards. Methods of abatement shall be, but not limited to encapsulation, chemical removal, abrasive removal, hand scraping removal with a heat gun, removal of containment, secondary containment, weather enclosures, and replacement, containment, rigging and engineering control methods.

This agreement shall also apply to all work, tools, equipment and materials needed in conjunction with cleaning, painting or inspecting a bridge, tunnel, tank and related appurtenances (including concrete bridge decks, structural concrete and all substrates) of any kind located within the jurisdiction of Painters District Council #4. This agreement shall apply to all new, repaint, washing

and cleaning work in the jurisdiction of Painters District Council #4 on bridges, tanks and appurtenances (including bridge decks, structural concrete and all substrates) of all types including, but not limited to: priming, painting and coatings, all protective type sealers and coatings, all secondary containment, work such as power tool cleaning, all types of abrasive blasting, metalizing and related processes, asbestos removal, mold remediation, chemical stripping, solvent or detergent cleaning, waterblasting, the rigging, the installation, maintenance, (but not limited to welding, moving and repairing) and dismantling of containment enclosures, weather barriers, shrinkwrap the operation of all equipment, and the cleanup and disposal of all waste, hazardous waste debris in conjunction with the work on bridges and tanks. This agreement shall also include all localized paint removal as specified in public work bid specifications on structures covered by this agreement even when such removal is not preparatory to painting.

This agreement shall apply to all field work including but not limited to: priming, painting and coating, the application of plural component systems, such preparatory work as sandblasting/abrasive cleaning, hydro-blasting, wire brushing, steam, solvent or detergent cleaning, chemical stripping, including the containment and disposal of hazardous materials and debris involved in tank cleaning and painting; metalizing and related processes, overcoating, encapsulation and containing material coatings and linings (secondary containment); hoist for containment, lead paint removal and lead abatement including all types of environmental containment systems, the rigging and operation of all necessary equipment, including but not limited to; all types of sandblast units, air compressors, vacuum systems, heaters, H.V.A.C. and dehumidification equipment, all types of paint application equipment, hoists for access, or any equipment necessary to efficiently complete work on tank towers, elevated tanks, standpipes, ground storage tanks, below grade tanks associated with waste water treatment plants including but not limited to digester tanks, agitator tanks, aerator tanks, chlorinator tanks, secondary tanks and any appurtenances. This agreement shall cover all types of tanks including but not limited to steel tanks, concrete tanks, and fiberglass tanks. This agreement shall also cover any repairs preparatory to painting/coating including but not limited to: welding, steel repairs, pit filling, seam sealing, installation of vents, man ways, or any other types of modifications associated with tank repairs. This agreement shall also cover the mixing system process.

Paint, Coating, and Sealers are defined by the following recognized national associations:

**AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

- a. Coating- a liquid, liquefiable or mastic composition that is converted to a solid protective, decorative, or functional adherent film after application as a thin layer.
- b. Paint – *n*, general – a pigmented coating. See coating.

**ASSOCIATION OF MATERIALS PROTECTION AND PERFORMANCE (AMPP)**

- a. Coating - (1) A liquid, liquefiable, or mastic composition that, after application to a surface, is converted to a solid protective, decorative, or functional adherent film.

- b. Paint – a pigmented liquid or resin applied to a substrate as a thin layer that is converted to an opaque solid film after application. It is commonly used as a decorative or protective coating.

**All Tools, Equipment and Material:** The handling, operation, maintenance, storage and transporting; The loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction including - brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools - all robotic, computerized mechanical and manually operated abrasive, water and related blasting equipment; ventilation/ dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment; ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of, the operation and maintenance of all types of compressors. All processes and procedures for decontamination of all contaminated areas and any and all related materials including handling erections and dismantling of containment structures, secondary containment structures and/or weather barrier structures. All clean-up of any type debris caused by or in preparation and/or application for all of the above will be performed by members of this International Union.

#### **ARTICLE IV ADMINISTRATIVE DUES-CHECK-OFF**

**SECTION 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 then 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 bylaws or an 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 number of hours worked during the said payroll period, and all will accumulate said deductions to the end of the month.
- c. 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.

**SECTION 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).

**SECTION 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.

**SECTION 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.

**SECTION 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.

**SECTION 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 V WORK DAY, WORK WEEK, WORK RULES, HOLIDAYS AND OVERTIME**

**SECTION 1.** The regular workday shall be 8 working hours with 1/2 hour unpaid lunch (i.e. an 8-hour shift beginning at 8:00 a.m. shall end at 4:30 p.m. with a 1/2 hour unpaid lunch from 12:00 noon until 12:30 p.m.). The regular workweek shall be 40 hours. The workweek shall be Monday through Friday inclusive. All work over 8 hours in any one-day in any one week shall be paid at the rate of one and one-half times the regular rate. The union must be notified if there needs to be any deviation from the regular workweek (i.e. 4-tens) and the member(s) must agree.

**SECTION 2.** Saturday and Sunday will be paid at the rate of one and one-half (1 1/2) times the applicable straight time rate. However, if the work missed Monday through Friday on exterior work is due to inclement weather, then Saturday and Sunday may be worked at the straight time rate. Saturday is also payable at the straight time rate if the employee misses work, except where a doctor's or hospital's verification of illness is produced Monday through Friday when work was available to the employee. The intent is to challenge the abuse of some employees missing work Monday through Friday intentionally and then going back to work for time and a half pay on Saturday and Sunday. Saturday is not a make-up day when work is missed as a result of a Holiday. Saturday and Sunday will be payable at the rate of one and one-half (1 1/2) times the straight time rate if the Employee starts the job on a Saturday or after the beginning of the pay period.

**SECTION 3.** Holidays: The following holidays will be paid at the rate of double the employee's straight time rate of pay if worked: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. A holiday that falls on a Sunday will be celebrated on Monday; a holiday that falls on a Saturday will be celebrated on Friday or as directed by the project schedule.



**SECTION 4.** All employees shall be given sufficient personal clean up time (a minimum of 10 minutes before lunch and quitting time). Personal clean up time is after cleaning and placing materials and equipment where they properly belong. On containment jobs, employees will be allowed 20 minutes as adequate time to decontaminate at the Employers expense.

**SECTION 5.** A non-organized ten-minute coffee break is to be allowed each mid-morning and mid-afternoon. This break is to be taken at the assigned place of work. In an effort to maintain productivity, safety, and hygiene on full containment jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a coffee break, then there shall be no coffee breaks. When the above situation exists then 15 minutes shall be added to the lunch period. While the regular 1/2 hour lunch period is unpaid this 15 minutes shall be paid time. The above system in lieu of coffee break may only be implemented by mutual consent of the Employer and the Union on a job-by-job basis.

**SECTION 6.** When the Employer hires a worker to perform work covered by this Agreement, and orders him/her to report at a certain time and place, and then fails to put him/her to work, such Employee, having reported promptly, shall receive two (2) hours pay and no excuse on the part of the Employer will be accepted for not putting him/her to work. (Show-up time)

**SECTION 7.** Out-of-town Employers or their representatives having a job within the jurisdiction of District Council #4 SHALL BEFORE THE JOB STARTS, meet with the Business Manager/Secretary Treasurer of District Council #4 or his/her designee who shall interpret the Agreement, including hours, wages, overtime pay, payday, transportation, safety, rest period, and in general reach a mutual understanding of the contents and application of the Agreement. Such Employer will sign a Memorandum of Understanding (MOU) before the job starts.

**SECTION 8.** No additional men/women may be added to the work force for night or weekend work from any other employer unless the Union has been notified, and cannot supply manpower to perform said work.

**SECTION 9.** All fringe benefit contributions shall be paid on hours worked. This shall include hours attributable to show up time.

**SECTION 10.** Foreman shall be defined as the lead or charge person on all jobs with 4 or more employees, including the foreman. The foreman shall receive \$3.00 per hour above the applicable wage rate.

**SECTION 11.** For any shift that starts prior to 6:00am or after 12:00 noon, due to restrictions that have been specified by the letting agency (i.e. high traffic volume) the employer shall pay all employees a shift differential of \$1.50 per hour above the applicable wage scale.

**ARTICLE VI  
WAGES AND FRINGE BENEFITS (SUPPLEMENTS)**

**Wages and fringes shall be payable in accordance with the following defined counties:**

**SECTION 1. BRIDGE/TUNNEL WAGES & FRINGE BENEFITS (SUPPLEMENTS)**

The wage and fringe benefit total package for all bargaining unit work performed on bridges/tunnels (including and not limited to transportation and pedestrian) in the counties of Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, Steuben, St. Lawrence, Tioga, Tompkins, Wayne, Wyoming and Yates. (33 Total) shall be as follows:

**a.) WAGES**

Wage Rate 5/1/2022 – 4/30/2023 = \$41.06

Yearly Package Increases:	<u>5-1-23</u>	<u>5-1-24</u>	<u>5-1-25</u>	<u>5-1-26</u>
	\$2.00	\$2.25	\$2.50	\$2.50

The allocation of wage/benefit increases for each year will be determined in April of each year by a vote of the bridge/tank/tunnel painter membership.

**b.) FRINGE BENEFITS (SUPPLEMENTS)**

Fringe Benefit Package 5/1/2022 – 4/30/2023 = \$29.89

DC #4 Health Fund (PAP)	\$12.30
IUPAT Industry Pension Fund	\$9.14
IUPAT Annuity Fund	\$6.05
S.U.B. Fund	\$1.05
DC #4 FTI	\$0.95
I.U.P.A.T. F.T.I.	\$0.10
I.U.P.A.T. L.M.P.	\$0.10
DC #4 STAR	\$0.15
<u>IPCUNY</u>	<u>\$0.05</u>

Total Fringe Benefits \$29.89

Above benefits based on hours worked

On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate Schedule 2” and adopt the following required increases to hourly Pension Fund contributions:

- Effective May 1<sup>st</sup> 2022, there shall be a *minimum* increase of 8% above the existing hourly contribution rate (as of January 1<sup>st</sup> 2022).
- Effective May 1<sup>st</sup> 2023, there shall be a *minimum* increase of 6% above the existing hourly contribution rate (as of January 1<sup>st</sup> 2022).
- Effective May 1<sup>st</sup> 2024, there shall be a *minimum* increase of 6% above the existing hourly contribution rate (as of January 1<sup>st</sup> 2022).

Effective January 1<sup>st</sup> 2022, and each year thereafter, the Pension contribution called for in this agreement shall increase by a *minimum* of 5 percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union will notify the employers of the new Pension rate each year.

**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: Journeyman Dues Check-Off - Administrative Dues - Scholarship Fund - Industry Promotion Program - Political Action Together - Buffalo Building Trades Dues Check-off (Employee Deductions) - DC #4 Organizing Fund:**

Journeyman Dues Check off	5% of gross wages
Scholarship Fund	\$0.05/hour worked
PAT (Political Action Together)	\$0.05/hour worked.
BBT DCO (Buffalo Building Trades Dues Check-off)	\$0.04/hour worked
DC #4 Organizing Fund	\$0.05/hour worked
Administrative Dues	\$0.10/hour worked

The employer may, at the discretion of the Union, be required to post a surety bond with the Union in the amount of \$100,000.00 guaranteeing payment of contributions to any approved fringe benefit plan which the employer is required to contribute to by this Agreement. The Union will provide the employer with the proper bonding forms.

As a prime bidder to a Project requiring a payment bond for the value of the bid contract, copy of such is to be provided if requested by the Union. (Ex. Bidding to the NYSDOT)

At the discretion of the Union under NYS Law, when an employer has to furnish certified weekly payrolls to a public owner/general contractor, a copy of such shall also be mailed to the Union Trust Fund Office.

All Employees shall be protected under the provisions of the Workmen's Compensation Law of New York State, the Disability Law, the Unemployment Insurance Law and Labor Law section 196-b.

All out-of-state Employers agree to sign a New York State application for voluntary DBL (Form DB13S) and a voluntary application for coverage under Section 561 of the New York State Unemployment Insurance Law before work commences.

**SECTION 2. TANK WAGES & FRINGE BENEFITS (SUPPLEMENTS)**

**a) WAGES**

Wage Rate 5/1/2022 – 4/30/2023 = \$39.06

Yearly Package Increases:	<u>5-1-23</u>	<u>5-1-24</u>	<u>5-1-25</u>	<u>5-1-26</u>
	\$2.00	\$2.25	\$2.50	\$2.50

From 5-1-22 through 4-30-27 the rate of pay each year will be \$2.00 per hour less then the basic rate for bridge painters as stated in Article VI, Section 1 (a).

The allocation of wage/benefit increases for each year will be determined in April of each year by a vote of the bridge/tank/tunnel painter membership.

**b) FRINGE BENEFITS (SUPPLEMENTS)**

Fringe Benefit Package 5/1/2022 – 4/30/2023 = \$29.89

DC #4 Health Fund (PAP)	\$12.30
IUPAT Industry Pension Fund	\$9.14
IUPAT Annuity Fund	\$6.05
S.U.B. Fund	\$1.05
DC #4 FTI	\$0.95
I.U.P.A.T. F.T.I.	\$0.10
I.U.P.A.T. L.M.P.	\$0.10
DC #4 STAR	\$0.15
<u>IPCUNY</u>	<u>\$0.05</u>

Total Fringe Benefits \$29.89

Above benefits based on hours worked

On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate Schedule 2” and adopt the following required increases to hourly Pension Fund contributions:

- Effective May 1<sup>st</sup> 2022, there shall be a *minimum* increase of 8% above the existing hourly contribution rate (as of January 1<sup>st</sup> 2022).
- Effective May 1<sup>st</sup> 2023, there shall be a *minimum* increase of 6% above the existing hourly contribution rate (as of January 1<sup>st</sup> 2022).
- Effective May 1<sup>st</sup> 2024, there shall be a *minimum* increase of 6% above the existing hourly contribution rate (as of January 1<sup>st</sup> 2022).

Effective January 1<sup>st</sup> 2022, and each year thereafter, the Pension contribution called for in this agreement shall increase by a *minimum* of 5 percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union will notify the employers of the new Pension rate each year.

**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: Journeyman Dues Check-Off - Administrative Dues - Scholarship Fund - Industry Promotion Program - Political Action Together - Buffalo Building Trades Dues Check-off (Employee Deductions) - DC #4 Organizing Fund:**

Journeyman Dues Check off	5% of gross wages
Scholarship Fund	\$0.05/hour worked
PAT (Political Action Together)	\$0.05/hour worked.
BBT DCO (Buffalo Building Trades Dues Check-off)	\$0.04/hour worked
DC #4 Organizing Fund	\$0.05/hour worked
Administrative Dues	\$0.10/hour worked

**SECTION 3. BRIDGE/TUNNEL & TANK PAINTER APPRENTICE RATES AND SCHEDULE OF WAGES AND FRINGE BENEFITS (SUPPLEMENTS)**

a.) All Bridge Painter apprentices shall be paid a progressively increasing schedule of wages as be set forth by the F.T.I. of Western & Central New York.

**Journeyman after 4500 hours**

The above increase 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 FTI of Western & Central New York requirements in order to advance.

b.) For all three (3) years, each apprentice will attend a minimum of 144 hours per year of related instruction as mandated by the N.Y.S.D.O.L., Div. of Apprenticeship.

All fringe benefits based on hours worked, not paid.

**Apprentice Bridge + Tank Rates 5/1/22 – 4/30/27  
In 33 Counties of District Council 4**

Program Code	OJT Hours	Rate Per Hour	Fringe Benefits			Total Package
			Pension	Apprentice	Health	
<b>1A</b>	000 - 750	\$24.00	\$0.50	\$1.10	\$5.00	\$30.60
<b>1B</b>	751 - 1500	\$26.00	\$0.50	\$1.10	\$5.35	\$32.95
<b>2A</b>	1501 - 2250	\$28.00	\$0.50	\$1.10	\$5.70	\$35.30
<b>2B</b>	2251 - 3000	\$30.00	\$0.75	\$1.10	\$5.80	\$37.65
<b>3A</b>	3001 - 3750	\$34.00	\$0.75	\$1.10	\$6.15	\$42.00
<b>3B</b>	3751 - 4500	\$38.00	\$0.75	\$1.10	\$6.50	\$46.35

**Apprentice Fund Breakdown:**

FTI of W&CNY	\$0.95 per hour
STAR	\$0.15 per hour

**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 - Scholarship Fund - Industry Promotion Program - Political Action Together - Buffalo Building Trades Dues Check-off (Employee Deductions)- DC #4 Organizing Fund:**

**Deductions:**

DC4 Dues Check off	3% of gross wages
Scholarship Fund	\$0.05 per hour
PAT Fund	\$0.05 per hour
BBTC	\$0.04 per hour
Administrative Dues	\$0.10 per hour
DC4 Organizing Fund	\$0.05 per hour

**ARTICLE VII  
POLITICAL ACTION TOGETHER FUND**

Employers agree to deduct from employee's wages five cents (\$.05) 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 (\$.05 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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

## **ARTICLE VIII TOOLS**

**SECTION 1.** The use of tools is unrestricted but they shall be used in compliance with the appropriate State and Federal regulations. Equipment operators and spray painters shall be given 15 minutes to clean the equipment and themselves prior to lunch and prior to quitting time.

**SECTION 2.** The employer shall supply all tools and protective clothing/ equipment as outlined under the Occupational Safety & Health Act. (OSHA) Employees shall maintain the following hand tools: scraper, utility knife, large and small screw driver, large and small Phillips screwdriver and large and small crescent wrench. All tools and equipment supplied by the employer shall remain the property of the employer. All tools and equipment furnished to an employee by the employer shall be the responsibility of the employee for proper care.

## **ARTICLE IX OUT OF GEOGRAPHIC JURISDICTION WORK**

**SECTION 1.** The Contractor or the employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union Party to this Agreement shall employ not less than 50% of the men employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any other shall be employed only from the Contractor's home area.

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

District Council #4 signatory employers, when traveling in accordance with this article, shall be obligated to sign a Memorandum of Understanding (MOU) with such other district council and not sign such council's full collective bargaining agreements.



### **SECTION 3.**

a.) In lieu of mileage reimbursement, all employees commuting to and from work traveling more than fifty (50) miles from his/her physical residence shall be paid \$40.00 per day. When an employer provides a vehicle for his/her employee, no compensation for mileage is required.

b.) Employees working far enough away from home to warrant an overnight stay shall be provided with reasonable lodging plus \$40.00 per day sustenance allowance. Employees will not be required to have more than two (02) persons per hotel room.

Notes:

1. Either a.) or b.) shall apply.
2. Section 3 is applicable when employees are traveling within the DC4 jurisdiction or outside of the DC4 jurisdiction.

## **ARTICLE X PAYMENT OF WAGES**

Employees shall be paid on the job weekly, not later than the close of the regular workday and not more than three days wages may be held at any time. Any Employee not receiving pay on the job site by the end of the regular workweek shall be entitled to receive waiting time at the rate of straight time until such wages are received. Any Employee not receiving pay on the job site and required to go to the Employer's shop or office to receive pay shall be allowed sufficient time to travel to the Employer's shop or office, at the Employer's expense.

All wages shall be paid in cash or company check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the Employer's name, the Employee's name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due to the Employee. Wage payments shall conform to all applicable federal and state laws.

Employees who quit need not be paid until the regular payday. In the case of discharge or lay off, the Employer has one (1) business day after the lay off or discharge to mail the check to the Employee. If the paycheck envelope is not postmarked within the one (1) business day of the lay off, the Employee shall be entitled to waiting time as stated above.

## **ARTICLE XI TRUST FUNDS**

### **SECTION 1. Contributions to the International Union of Painters and Allied Trades Industry Pension Fund, The IUPAT FTI & IUPAT LMP**

1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Industry Pension Fund ("the Industry Pension Fund"), the IUPAT FTI and the IUPAT 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 VI of this Agreement to the Industry Pension Fund, FTI and to the LMP. (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, 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 Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades 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.

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

f.) 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.

g.) 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.

h.) 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.

**SECTION 2. Contributions to District Council #4 Personal Account Plan (PAP), Supplemental Unemployment Fund (SUB) and Finishing Trades Institute**

a.) Personal Account Plan (PAP)

Effective May 1, 2022 and for the duration of this Agreement the Employer shall remit to District Council #4 Trust Funds the amount specified in Article VI for each hour worked to an Employee covered by this Agreement for the Personal Account Plan. (PAP)

b.) Supplemental Unemployment Fund (SUB)

Effective May 1, 2022 and for the duration of this Agreement, the Employer shall remit to District Council #4 Trust Funds the amount specified in Article VI for each hour worked by an Employee covered by this Agreement for the Supplemental Unemployment Fund. (S.U.B.)

c.) Finishing Trades Institute of W&CNY (FTI)

Effective May 1, 2022 and for the duration of this Agreement, the Employer shall remit to District Council #4 Trust Funds the amount specified in Article VI per hour worked by an Employee covered by this Agreement for the District Council #4 Joint Apprenticeship, Journeyman, Upgrading and Training Fund.

**SECTION 3. Procedure for the Remittance of Funds and Administrative Dues Check-Off**

a.) On or before the 15th day of the month following the close of the preceding month's payroll, on a form to be provided by the Union, each Employer will list all of his Employees covered under this Agreement, and the amount of the total deductions withheld from the Employee's wages, pursuant to such authorizations, to the entity designated on the bottom of the Employer's Form. (Example: April is due by the 15th of May).

b.) All payments to the District Council No. 4 Trust Funds shall be paid no later than the 15th day following the end of the month for which payments are due. If payments are not made within the fifteen (15) days from the last day of the month, then the Union shall have the right to remove all Employees of the Employer signatory to this Agreement in any jurisdiction of District Council No. 4 from the job notwithstanding any other provision of this Agreement, including the no-strike clauses. Any Employer who fails to make payments within the 15 days shall also pay a service charge of 1% percent of the amount due, together with the costs incurred by the Trustees in collecting such delinquent accounts, including but not limited to, reasonable attorney's fees, auditing fees and court costs and disbursements in addition to the service charge of 1% percent. If additional auditing costs occur, those costs shall be paid by the employer when failure to disclose information or make payment is considered "Willful" by the Board of Trustees.

c.) Employer agrees that a failure to report names of all employees to District Council No. 4 Trust Funds for any of the outlined Trust Funds shall constitute a violation of this Agreement. For each failure to report, the Employer shall be liable to each Trust Fund an amount not to exceed \$250.00.

d.) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Personal Account Plan (PAP), Supplemental Unemployment Fund (SUB), Finishing Trades Institute, Journeyman, Upgrading and Training Fund such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

The parties hereby further agree to be bound by all actions taken by the Trustees of the PAP, SUB, Finishing Trades Institute, Journeyman, Upgrading and Training Fund pursuant to the said Agreements and Declarations of Trust.

Trust Fund Administrator(s) shall furnish monthly a list of the Employers delinquent to the Trust Funds to Trustees of the Trust Funds.

**SECTION 4. Industrial Painting Contractors of Upstate New York, Inc. (IPCUNY).**

Effective May 1, 2022 and for the duration of this Agreement, the Employer shall remit to District Council #4 Trust Funds the amount specified in Article VI per hour worked by an Employee covered by this Agreement for the IPCUNY.

**ARTICLE XII  
JOINT TRADE BOARD AND GRIEVANCE PROCEDURE**

**SECTION 1.** The parties shall establish and maintain a Joint Trade Board (JTB) composed of six members, three appointed by the Union and three appointed by the Employers. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees shall have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and co-chair, to serve such terms as may be agreed upon by the Board, provided that one such officer shall be a Union appointee and one an Employer appointee.

**SECTION 2.** The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

**SECTION 3.** All grievances and disputes shall be submitted to the Joint Trade Board in written form, with copy furnished to the opposing party. The Employer Representative and the Union Representative will first meet to discuss the dispute and attempt to resolve it prior to the filing of the dispute with the Board for resolution.

**SECTION 4.** The Joint Trade Board shall meet as needed, but special meetings may be called by the chairman or co-chair when a prompt hearing and decision is required in any given dispute.

**SECTION 5.** No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.

**SECTION 6.** Decisions, awards, or orders of the Board shall be final and binding.

**SECTION 7.** The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

**SECTION 8.** The Joint Trade Board, as such, shall not accept or receive any payments or contributions from employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.

**SECTION 9.** If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation.

**SECTION 10.** With respect to any individual employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may terminate this Agreement by 48 hours written notice to such Employer.

**SECTION 11.** 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 pay the wages and fringe benefits, or to meet the schedule of hours, provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. 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 rates, for the inconvenience and time-loss occasioned by his 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 12.** Notwithstanding Section 11, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.

**SECTION 13.** The remedies and sanctions specified in Section 10. and 11. are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

## **ARTICLE XIII 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 selection 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. Examples are Union Occupational Health Clinic, Health Works or any other accredited service. All costs shall be the responsibility of the employer.

## **ARTICLE XIV HEALTH & SAFETY**

**SECTION 1.** The Employer shall provide for the safety and health of the Employees by complying with all Federal, State and Municipal Laws and Ordinances.

**SECTION 2.** The Employer, shall furnish pure drinking water in sufficient quantity at their construction sites.

**SECTION 3.** The parties to this agreement shall, as soon as is practicable, form a committee to study and implement the STAR 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. (Safety Training Awards Recognition)

**SECTION 4.** The Union recognizes and encourages its members to recognize their responsibility to work safely and adhere to all applicable safety laws.

**ARTICLE XV  
JOURNEYPerson UPGRADE TRAINING CLAUSE**

In accordance with Section 231 of the International Constitution, it is the intent of both parties to ensure a highly trained workforce. Therefore, these programs shall be offered by the District Council's Finishing Trades Institute for advanced or upgrading journeyperson training as well as safety classes for all journeypersons working under this agreement.

**ARTICLE XVI  
SUBCONTRACTING**

**SECTION 1.** The Employer shall not contract out or subcontract any jobsite work covered by this Agreement, to any subcontractor or other person unless that subcontractor or other person is party to a collective bargaining agreement with this Union or another Union Affiliated with the I.U.P.A.T.

**SECTION 2.** In the event the Employer subcontracts any job-site work covered by this Agreement, the Employer shall be a guarantor of performance by the subcontractor of all terms and conditions of said subcontractor's agreement with the Union or, in the absence of such agreement, of all terms and conditions of this Agreement. In that event, the Employer shall be liable to the Union for any act or omission of the subcontractor which in any way departs from or is inconsistent with the terms and conditions of said subcontractor's agreement with the Union, or, in the absence of such an Agreement, with terms of this Agreement.

**ARTICLE XVII  
STRUCK WORK AND PICKET LINE**

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

**SECTION 2.** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an Employee refuses to enter upon any property involved in labor dispute, or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement, and including picket lines at the Employer's own place of business or jobs.

**SECTION 3.** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any Employee refuses to perform any service which his Employer undertakes to perform for an Employer or per whose Employees are on strike, and which service, but for such strike, would be performed by the Employees of the Employer or person on strike.

**ARTICLE XVIII  
JUST CAUSE AND TOP WORKPLACE PERFORMANCE PLAN**

**SECTION 1.** The Employer may lay off 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 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.

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 propriety 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 District Council Joint Trade Board and/or an arbitrator shall be final and binding.

The provisions in subsections (a) and (b) notwithstanding, 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 XIX  
SUPREMACY**

**SECTION 1.** The Employer agrees not to enter into any Agreement or contract with his Employees, who are performing work covered by this Agreement, individually or collectively, which in any way conflicts, with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

**ARTICLE XX  
PRESERVATION OF WORK**

**SECTION 1.** To protect and preserve, for the Employees covered by this Agreement, and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs onsite construction work of the type covered by this Agreement under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the employer, through its officers, directors, partners, owners, or stockholders, exercise directly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**SECTION 2.** All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent that resulted by the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a



decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, The National Labor Relations Board) channels.

**SECTION 3.** If, after the Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violations, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Unions and/or The Joint Trust Funds, plus cost of litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article, that may be available to the Union and/or The Joint Trust Funds.

## **ARTICLE XXI NON-EXCLUSIVE REFERRAL PROCEDURE**

**SECTION 1.** 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 applicant's 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 employees 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 name of the applicant(s) hired.

## **ARTICLE XXII STEWARDS**

**SECTION 1.** On all jobs, which require three (3) or more Painters, one of the three shall be the Union Steward, who shall be sent out by the Business Manager of I.U.P.A.T. District Council No. 4. Where the Union can not supply a qualified journey level worker, the Union shall then appoint a steward from the workforce of that job.

**SECTION 2.** The Business Manager shall discuss with the Contractor the person who he intends to send out and will give consideration to reasonable objections.

**SECTION 3.** Under no circumstances will the District Council send out a person who the Contractor had discharged for just cause.

**SECTION 4.** The Employer may remove the Steward for just cause, subject to the arbitration procedure set forth in this Agreement.

**SECTION 5.** It is specifically understood that the Steward shall have no authority to threaten or encourage work stoppages or work slowdowns. To threaten, encourage or cause such action shall be grounds for discharge.

**SECTION 6.** The Steward shall be the second-last person to be laid-off on all jobs. On any job where the Steward has been laid-off under this Section, if the same job is resumed, he/she shall be the first person recalled to work after the Foreman. The steward must be qualified.

**SECTION 7.** It shall be the Steward's duty to examine the working cards of all persons working in the shop or on any job and he/she shall, where persons are working on new construction, see to it that pure drinking water in sufficient quantity is supplied. He/she shall report to the Business Manager of the Union any violation of the Working Agreement or Working Rules, in writing and by telephone

**SECTION 8.** 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.

**SECTION 9.** With the full understanding that all employers shall enjoy and benefit from the utilization of full portability of its employees, a phone call or letter to the Business Representative of the geographic region shall be made prior to starting the job. The Union shall provide a list of all representatives of each region.

### **ARTICLE XXIII PAST PRACTICE CLAUSE**

The Employer agrees that all conditions of employment in the Employer's operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement are made elsewhere in this Agreement.

### **ARTICLE XXIV NO DISCRIMINATION CLAUSE**

Any Employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union nor shall there be any discrimination against any Employee because of Union membership or activities. Nor shall any Employee be discriminated against due to sex, race, color, creed, national origin, age, disability or sexual preference. No Employee fulfilling requirements of District Council #4 bylaws may be discriminated against for so doing. All Employee members will be qualified to perform all aspects of the trade.

### **ARTICLE XXV ACCRETION CLAUSE**

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, newly established or acquired operations.

### **ARTICLE XXVI SUCCESSOR CLAUSE**

This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

It is the intent of this Agreement that in the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and 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 or other transfer device to a third party to evade this Agreement. The Employer shall give notice of existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction, not including financial details.

#### **ARTICLE XXVII GENERAL SAVINGS CLAUSE**

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

#### **ARTICLE XXVIII DURATION CLAUSE**

**SECTION 1.** This Agreement shall be in full force and effect from May 1st, 2022 to and including April 30th, 2027 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to April 30th, 2027 or April 30th of any subsequent year.

**SECTION 2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to April 30th, 2027, or April 30th of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

**The undersigned Employer and I.U.P.A.T. District Council #4 agree to be bound by this Bridge & Tank Industrial Collective Bargaining Agreement Dated May 1st, 2022 through and including April 30th, 2027.**

\_\_\_\_\_  
Name of Employer/Contractor

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address City State Zip

( \_\_\_\_\_ ) \_\_\_\_\_  
Phone

( \_\_\_\_\_ ) \_\_\_\_\_  
Fax

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Worker's Compensation Ins. Co

\_\_\_\_\_  
Worker's Comp. Ins. Policy No.

\_\_\_\_\_  
Expiration date of Worker's Comp. Policy

Painters District Council #4

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date