

AGREEMENT BETWEEN
MASTER PAINTERS
AND
DISTRICT COUNCIL NO. 9

**For the Counties of: ORANGE, ROCKLAND, DUTCHESS,
ULSTER, SULLIVAN, GREENE AND COLUMBIA**

MAY 1, 2023 through April 30, 2028

District Council No. 9 Agreement

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TRADE AGREEMENT

Between

**INTERNATIONAL UNION
OF PAINTERS and ALLIED TRADES
A.F.L. - C.I.O.
DISTRICT COUNCIL NO. 9**

And

MASTER PAINTERS

**For the counties of: ORANGE, ROCKLAND, DUTCHESS,
ULSTER, SULLIVAN GREENE AND COLUMBIA**

May 1, 2023 through April 30, 2028

This AGREEMENT made and entered into this 1st day of May, 2023 and expires April 30, 2028, by and between INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, District Council No. 9, New York, hereinafter referred to as the "Union", and MASTER PAINTERS and/or _____ hereinafter referred to as the "Employer". Witnesseth, as follows:

WHEREAS, the parties hereto desire to establish terms and conditions upon which Journeypersons and Apprentice Painters, Paperhangers, Drywall Finishers, Glaziers, Wood Finishers, Sandblasters and Lead Abatement workers, shall work for members of the EMPLOYER, (it being agreed that the word "JOURNEYPEPERSON" means an experienced Painter, Paperhanger, Drywall Finisher, Glaziers, Wood Finishers, Sandblasters lead abatement worker, or one who has completed one of the approved apprenticeship programs provided for herein).

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I.
JURISDICTION, RECOGNITION & SCOPE OF WORK**

Art. I, Sec. 1. – The Employer, and all other employers who hereafter become signatories to this Trade Agreement, recognize, acknowledge, and agree that the Union is the sole and exclusive representative for the purpose of collective bargaining within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”) of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such Recognition is predicated on the Union’s demand for recognition pursuant to Section 9(a) of the Act, and on the Union’s presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and the desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union’s showing and agrees that it reflects the employees’ desire to be represented by the Union under Section 9(a) of the Act in the following classifications of work: all work described by the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES General Constitution Section 6, issued January 1, 2020

The UNION recognizes that the EMPLOYER is the principal bargaining representative for any and all employers performing work as specified above within the Territorial Jurisdiction as is specified in Art. I, Sec. 2 of this Agreement, for which the “UNION” negotiates, and any extensions or renewals thereof.

The UNION shall give principal recognition to any successor association to the EMPLOYER during the life of this agreement which may be established, is affiliated to an all-union national association, and represents the employers for the industries for which the Union negotiates collective bargaining agreements for work performed within the Territorial Jurisdiction specified in Article I. Sec. 2 of this Agreement.

Art. I, Sec. 2. –The Territorial Jurisdiction of District Council No. 9 covered by this agreement, shall be as follows: All Dutchess County, Columbia County, Sullivan County, Ulster County, Greene County, Orange County and Rockland County. And all such areas as authorized by the General Executive Board of the I.U.P.A.T.

Art. I, Sec. 3. (a) It is agreed that all Journeypersons covered hereby shall become, not more than seven (7) days after employment and remain continuously, members in good standing of the Union signatory hereto and on whose behalf this agreement is executed as a condition of employment, and that all Journeypersons who are members at the time of their employment herein under shall continuously remain members in good standing as a condition of employment.

(b) The Employer shall have entire freedom of selectivity in hiring and, subject to the procedure set forth in this agreement, may discharge any employee for just cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any employee for any Union activity.

(c) In the employment of Journeypersons for all work covered by this agreement the following provisions shall govern:

1. The Union shall establish and maintain an open and nondiscriminatory employment list for employment of Journeypersons or indentured apprentices previously employed by the employers included in this Agreement.

2. Whenever desiring to employ Journeypersons, the employer shall call upon the Union or its agent for any such Journeypersons as they may from time to time need and the Union or its agent shall immediately furnish the Employers the required number of qualified and competent Journeypersons needed by the Employer. An employer must first employ one Journeyperson from the Union before being permitted to use tools himself. Any employer, employing three or more Journeypersons shall employ one apprentice. The said Employer will be allowed to employ a second apprentice provided he employs a total of six Journeypersons during the major portion of the year. No apprentice shall be allowed to perform any work on any job without being accompanied by a qualified Journeyperson. No apprentice shall be allowed to work part time.

3. The Union or its Agent will furnish each such required competent workman entered on said list to the Employer and will furnish such Journeypersons from the Union open listing in the manner and order following:

(a) The specifically named Journeypersons who have been recently laid off or terminated by an employer now desiring to reemploy the same Journeypersons provided they are available for employment.

(b) Journeypersons who have been employed by Employers within the unit covered by this agreement during the previous ten (10) years.

(c) Journeypersons whose names are entered on the list above referred to and who are available for employment.

4. (a) Reasonable advance notice (but not less than 24 hours) will be given by the Employer to the Union or its agent upon ordering such Journeypersons, and in the event that within 48 hours after such notice, the Union or its agent shall not furnish such Journeypersons, the Employer may procure Journeypersons from any other source or sources.

(b) If Journeypersons are so employed, the Employer, shall within 24 hours report to the Union or its agent such Journeypersons by Name and Social Security Number before hiring.

(c) Journeypersons employed by the Employers who are within the jurisdiction of this Union for a period of seven (7) days continuously shall become members of the Union hereto immediately, upon terms and conditions not more burdensome than those applicable at such times to other applicants to the Union.

(d) All Journeypersons who are members of the Union shall remain members of the Union in good standing as a condition of employment. All other Journeypersons within the unit covered by this Agreement shall become members of the Union after being employed by the Employer for a period of seven (7) days, continuously or accumulatively, following the effective date of this Agreement, or the date of execution of this Agreement or the beginning of employment, whichever is later. All Journeypersons accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular monthly Union fees uniformly paid by other members in the same classification in the union in accordance with its rules. In the event that a Journeyperson fails to tender the admission fee or that a member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the employer in writing and such notice shall constitute a request to the Employer to discharge said individual Journeyperson within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in

accordance with its rules above referred to in this paragraph, and the Employer shall discharge such workman at the end of such period.

(e) In the event that the Union does not accept into membership any Journeypersons tendering the admission fee and regular monthly Union fees the foregoing paragraph shall not be applicable, provided, however, that the Union may at any time thereafter decide to take such workman into membership, in which case said workman shall be required to tender the full and uniform admission fees in effect in the Local Union not later than seven (7) days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph.

In the event that such Journeyperson fails to comply with this paragraph. The Union shall notify the Employer and the Employer shall discharge said Journeyperson within forty-eight (48) hours.

(f) In the event that any Employer violates any of the provisions of this section, the Union shall have the legal right to immediately subject said Employer to termination of his Agreement, after due notice has been served on him.

(g) All employees who are members of the Union at the time of the signing of the contract or at the time when they are employed shall remain members in good standing for the term of the contract as a condition of employment, and all new employees or other employees who are not members at the time of their employment or at the time of the signing of the contract shall, following the seventh day of their employment or after the signing of the contract, become and remain members in good standing for the term of the contract, as a condition of employment.

(h) In accordance with Applicable Federal and New York State laws, neither the employer nor the Union will discriminate against any employee, member, applicant for employment or membership because of race, color, religion, sex or national origin.

Art. I, Sec. 4. This agreement shall embrace, District Council No. 9, as the exclusive bargaining representative for and on behalf of, all the employees employed by such Contractors wherever and whenever employed.

(a-1) The contractor or the employer party to this agreement, when engaged in work outside of the geographical Jurisdiction of District Council No. 9, shall employ not less than fifty percent (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 others shall be employed only from the contractor's home area.

(a-2) The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, shall comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said or other geographical jurisdictions and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such employer from within the geographical 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, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. 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. The Employer shall not

be permitted to evade its obligations hereunder by setting up an additional "home" or "branch" office or plant in an area outside its principal place of business.

(b) When an employer or contractor from an area outside the geographical jurisdiction of District Council No. 9, is engaged in work within the geographical jurisdiction of District Council No. 9, he/she shall employ not less than 50% of the men employed on such work from among the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area.

(c) The employer party hereto shall not attempt to engage in any work covered by the agreement through the use or devise of another business or corporation which such employer owns or controls or through the use or device of a joint venture with another employer or contractor without first consulting with the Union for the purpose of establishing to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the area where said device is sought to be used. If the Union is not satisfied, the Union may resort to all available legal or economic recourse, including cancellation of this agreement, notwithstanding any other provisions of this Agreement.

(d) To protect and preserve, for the employees covered by this agreement, all work they have performed 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 on-site 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, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

(e) All charges of violations of section (d) above 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 and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board of 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 contributions that resulted from 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.

(f) If an Employer has violated this Section, 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 violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountant's and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of litigation that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this agreement, that may be available to the Union and/or the Joint Trust Funds."

(g) The UNION shall have full authority to modify the terms of this Agreement, to pinpoint, maintain and/or organize work covered under this Agreement for the life of this Agreement, with respect to organizing, recovery, repaint, and maintenance of work.

Art. I, Sec. 5. It shall be the work of the painter to apply all materials used. It will be the work of the painter to carry from shop to job site or from job site to job site all materials and equipment used in the performance of his job. The use of a man's car or a pick-up truck is considered tools of the trade. The Scope of work this agreement covers, is the rate of pay and rules and working conditions of journeypersons and apprentices engaged in the following operations which comprise the scope of work of District Council No. 9 to wit:

- (a) All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high-tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and airline stripes; all sign, pictorial, coach car automobile, carriage, aircraft, machinery, ship and railroad equipment, mural and scenic painting, spackling of all surfaces where adhesive materials are used and all drywall pointing, taping, and finishing.
- (b) All decorators, paperhangers, hardwood finishers, grainers, glaziers, architectural metal and glass workers, varnishers, enamellers, gilders, lead abatement and drywall finishers.
 - 1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on of muslin or other material which is used as wall or ceiling coverings or covered with material pasted on.
 - 2. Wherever practical, they shall have control over the scrapping off old paper, preparing of walls, etc., for paperhangers' work.
 - 3. The application of relief, stucco, plaster or decorative work shall not be considered paperhangers' work exclusively.
- (c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, chemical and epoxy coatings, water colors and emulsions, clear coatings, waxes, stains, and sheet rubber and other linings, oils, varnishes, water colors, wallpaper, wall coverings, decorative textures on all surfaces, foams, seamless and tile like coatings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid steam, sandblast, waterblast, lead abatement or any other process including encapsulation of asbestos and lead abatement or related soundproofing or fireproofing applied by spray, brush, roller or other paint trade related application methods; or the removal, containment and disposal of asbestos related soundproofing or fireproofing materials when preparatory to an application of any other coating to the substrate by spray, brush, roller or other paint trade method of application. Removal and abatement of lead, containment erection in connection with lead abatement and the operation of all equipment associated with lead abatement.
- (d) Tools and equipment: The operation and care of all tools and equipment used by all trades coming under our Union's jurisdiction including brushes, rollers, spray painting equipment, miscellaneous hand and power-driven tools including sandblasting equipment, ladders, scaffolding and other rigging, the operation and maintenance of all types of compressors.
- (e) The foregoing is not all-inclusive and may be enlarged or otherwise changed by action of the General Executive Board in a manner not inconsistent with the express provisions of this Constitution.

ARTICLE II WAGES

Art. II, Sec. 1. Wage and benefit increases for the term of this agreement shall be as follows in all counties. The increases will be distributed at the discretion of the Union (See Article II, Section 10 below for Schedule).

Effective May 1, 2023 – 3% (\$1.87)
Effective May 1, 2024 – 3% (\$1.93)
Effective May 1, 2025 – 3% (\$1.99)
Effective May 1, 2026 – 3.5% (\$2.39)
Effective May 1, 2027 – 3.5% (\$2.47)

Bridge and Structural Steel rates and rules shall be paid at the established Structural Steel and Bridge Painters of Greater New York DC9 International Union of Painters and Allied Trades, AFL-CIO, CLC, and New York Structural Steel Painting Contractors Association Inc. Collective Bargaining Agreement October 1, 2019 to September 30, 2024 and successor agreements.

Art. II, Sec. 2. All overtime work shall be paid at the rate of time and one half (1 1/2) of the regular scale. Double time on Sunday.

Art. II, Sec. 3. Shift Work: (2nd Shift only) 2nd shift Work provisions which shall be applicable if the employee works at such shift for five (5) or more consecutive regular workdays (not Saturdays, Sundays, or holidays).

- (a) Eight (8) hour workday with the starting time falling between 4:00 P.M. and 6:30 P.M. at the employer's option. An employee working eight (8) hours on this 2nd shift will be paid at the regular wage rate plus 15% Employees will be paid at the overtime rates for all time worked over eight (8) hours in any twenty-four hour period (Monday through Friday). In computing overtime pay, the shift rate shall be the base rate.
- (b) Shift Work: Shall consist of 40 hours per week divided into 5 workdays from Monday to Friday inclusive of 8 hours each, in a twenty-four-hour period at regular wage rate plus 15%
- (c) Any employer considering shift work as described in Art. II Sec. 3, will notify District Council No. 9 or its agent, of starting date and time and again at job completion.

Art. II, Sec. 4. All work performed on tanks, structural steel, all bridges, towers, smokestacks, flag poles, will be paid for at the current bridge rate, and such rate shall apply to all said areas from the ground up. The rate for overtime on such objects will be time and one half (1 1/2). Double time on Sunday.

Art. II, Sec. 5. All employees working on objects with the use of swing stage, boatswain chair, pick and cables will be paid from the ground up at current bridge rate.

Art. II, Sec. 6. It is expressly agreed between the parties hereto that all employees working with such spray gun shall receive \$1.00 per hour over and above the prevailing Painters wage. Time and one half (1 1/2) for overtime. Double time on Sunday.

Art. II, Sec. 7. Group leaders shall not have the power to hire, fire or recommend for dismissal, nor in anyway are they considered by the parties hereto to be supervisory in nature pursuant to Section 2 of the National Labor Relations Act. A group leader is responsible to and shall receive and carry out orders delivered to him from supervisory personnel of the Employer.

Art. II, Sec. 8. (a) Apprentices' rate of wages shall be as follows: Fifty percent (50%) of the regular hourly rate of journeymen for the first six months of apprenticeship; Fifty-Five percent (55%) of the regular hourly rate of journeymen for months seven through twelve (7-12) of apprenticeship; Sixty-Five percent (65%) of the regular hourly rate of journeymen for months thirteen through eighteen (13-18) of apprenticeship; Seventy-Five percent (75%) of the regular hourly rate of journeymen for months nineteen through twenty-four (19-24) of apprenticeship; Eighty-Five percent (85%) of the regular hourly rate of journeymen for months twenty-five through thirty (25-30) of apprenticeship; Ninety-Five percent (95%) of the regular hourly rate of journeymen for months thirty-one through thirty-six (31-36) of apprenticeship. These increases will be granted upon satisfactory completion of each stage of the apprenticeship as per the Joint Apprenticeship Committee's rules and regulations.

Art. II, Sec. 9. Any employee laid off on a job must be notified by the end of the day and receive his full day's wages for all work performed that day postmarked within 24 hours.

Art. II, Sec. 10. Both parties agree that new ideas and new methods in this age of modern progress will provide material benefit to Employer and Employee alike in future growth and achievement in the Painting Industry. Both parties agree that there is a need of more liberal policy to modernizing the painting business in order to stop the decline in work being done by our members and your Association and to expand its scope and to create a wider market for our services. Therefore, District Council No. 9, shall have the sole and exclusive discretion of granting a memo of Understanding which would provide for alternate wage rates and conditions on a targeted job basis. NEW WAGE & BENEFITS EFFECTIVE MAY 1, 2023.

MAY 1, 2023 THRU APRIL 30, 2028
ORANGE, DUTCHESS, ULSTER, SULLIVAN, COLUMBIA AND GREENE COUNTIES

	<u>2023- 2024</u>	<u>2024- 2025</u>	<u>2025- 2026</u>	<u>2026 2027</u>	<u>2027 2028</u>
PAINTER \ PAPERHANGER	\$37.97	TBD	TBD	TBD	TBD
DRYWALL FINISHERS	\$37.97	TBD	TBD	TBD	TBD
SPRAY RATE	\$38.97	TBD	TBD	TBD	TBD
STRUCTURAL STEEL	As per Article II, Sec 1. see page 11&12				
BRIDGES, SWING STAGE BOATSWAIN CHAIR, PICK & CABLES	As per Article II, Sec 1. see page 11&12				
LEAD ABATEMENT WORK	\$37.97	TBD	TBD	TBD	TBD
<u>FRINGE BENEFITS:</u>					
PENSION FUND	\$11.64	\$12.48	TBD	TBD	TBD
ANNUITY FUND	\$3.50	TBD	TBD	TBD	TBD
HOSPITAL AND WELFARE	\$10.50	TBD	TBD	TBD	TBD
APPRENTICE TRAINING	\$0.51	TBD	TBD	TBD	TBD
FINISHING INDUSTRIES LABOR-MANAGEMENT PARTNERSHIP (LMP)	\$0.13	TBD	TBD	TBD	TBD

APPRENTICE RATES

See the Apprentice rates in Article II, Sec. 8.

NEW APPRENTICES-MONTHS 1 THROUGH 6 NO PENSION OR ANNUITY BENEFITS ARE PAID. AFTER 6TH MONTH APPRENTICES WILL BE PAID FULL FRINGE BENEFITS.

PROPER PAYMENT OF WAGES:

Employer should withhold from members taxable wage: Dues Check off (4.5% of Gross) and Political Action (\$.05 per hour).and O/MA (\$.38) per hour

Remittance of benefits are due by the 15th day of the succeeding month. All benefits to be remitted on Painting Industry Insurance & Annuity Fund ORANGE, ROCKLAND, DUTCHESS, ULSTER, SULLIVAN GREENE AND COLUMBIA Remittance Form. Please note on all out of town men working in the jurisdiction of District Council 9, benefits for Dues Check-Off, Apprenticeship, and LMP must be remitted to Painting Industry Insurance & Annuity Fund for each hour worked. Please note on all out of town men working in the jurisdiction of District Council 9, benefits for Dues Check-Off, Apprenticeship, and LMP must be remitted to Painting Industry Insurance & Annuity Fund for each hour worked.

**NEW WAGE & BENEFITS EFFECTIVE
MAY 1, 2023 THRU APRIL 30, 2028
ROCKLAND**

	<u>2023- 2024</u>	<u>2024- 2025</u>	<u>2025 2026</u>	<u>2026 2027</u>	<u>2027 2028</u>
PAINTER \ PAPERHANGER	\$41.17	TBD	TBD	TBD	TBD
DRYWALL FINISHERS	\$41.17	TBD	TBD	TBD	TBD
SPRAY RATE	\$42.17	TBD	TBD	TBD	TBD
STRUCTURAL STEEL	As per Article II, Sec 1. see page 11 & 12				
BRIDGES, SWING STAGE BOATSWAIN CHAIR, PICK & CABLES	As per Article II, Sec 1. see page 11 & 12				
LEAD ABATEMENT WORK	\$41.17	TBD	TBD	TBD	TBD
<u>FRINGE BENEFITS:</u>					
PENSION FUND	\$11.64	\$12.48	TBD	TBD	TBD
ANNUITY FUND	\$3.50	TBD	TBD	TBD	TBD
HOSPITAL AND WELFARE	\$10.50	TBD	TBD	TBD	TBD
APPRENTICE TRAINING	\$0.51	TBD	TBD	TBD	TBD
FINISHING INDUSTRIES LABOR-MANAGEMENT PARTNERSHIP (LMP)	\$0.13	TBD	TBD	TBD	TBD

APPRENTICE RATES

See the Apprentice rates in Article II, Sec. 8.

NEW APPRENTICES-MONTHS 1 THROUGH 6 NO PENSION OR ANNUITY BENEFITS ARE PAID. AFTER 6TH MONTH APPRENTICES WILL BE PAID FULL FRINGE BENEFITS.

PROPER PAYMENT OF WAGES:

Employer should withhold from members taxable wage: Dues Check off (4.5% of Gross) and Political Action (\$.05 per hour).and O/MA (\$.38) per hour

Remittance of benefits are due by the 15th day of the succeeding month. All benefits to be remitted on Painting Industry Insurance & Annuity Fund ORANGE, ROCKLAND, DUTCHESS, ULSTER, SULLIVAN GREENE AND COLUMBIA Remittance Form. Please note on all out of town men working in the jurisdiction of District Council 9, benefits for Dues Check-Off, Apprenticeship, and LMP must be remitted to Painting Industry Insurance & Annuity Fund for each hour worked.

Please note on all out of town men working in the jurisdiction of District Council 9, benefits for Dues Check-Off, Apprenticeship, and LMP must be remitted to Painting Industry Insurance & Annuity Fund for each hour worked.

NEW WAGE & BENEFITS EFFECTIVE

MAY 1, 2020 THRU APRIL 30, 2024
ORANGE, ROCKLAND, DUTCHESS, ULSTER, SULLIVAN GREENE AND COLUMBIA

As per Article II, Sec 1.; The pay rate and benefits will be paid at the established Structural Steel and Bridge Painters of Greater New York DC9 IUPAT AFL-CIO and New York Structural Steel Painting Contractors Association, Inc. Collective Bargaining Agreement October 1, 2019 - September 30, 2024 and thereafter.

Structural Steel, Bridges, swing stage, Boatswain chair, pick & Cables

Effective Wages 10/1/22

(a) Journeyman \$54.50
(b) Foreman \$62.95

*If the Foreman works through lunch, lunch is paid @ Double the Journeyman Rate (\$109.00 per hour)
(c) Power Tool/Spray Rate - \$6.50/hour above the whether straight or overtime earned by the employee to the hour worked.

Benefits	10/1/22
<u>Health & Welfare</u>	<u>\$12.25</u>
<u>Annuity</u>	<u>\$16.75</u>
<u>Vacation</u>	<u>\$10.10</u>
<u>Pension</u>	<u>\$11.78*</u>

*Pension payments will be made on actual hours worked. 1st Year Apprentice Pension Contributions are payable after ninety (90) days from the first day of work unless prior contributions have been made into IUPAT.

Promotion & Apprentice Fund \$1.75

Apprentice Wages & Benefits:

Effective Wages 10/1/22

(a) 1st Year Apprentice (40%) \$21.80
(b) 2nd Year Apprentice (60%) \$32.70
(c) 3rd Year Apprentice (80%) \$43.60
(d) Power Tool/Spray Rate - \$6.50/hour above the rate whether earned

Benefits 10/1/22

H & W	Annuity	Vacation	Pension	Promotion & Apprentice
(a) 1st Year Apprentice (40%)				
\$4.90	\$6.70	\$4.04	\$0.90*	\$0.74
(b) 2nd Year Apprentice (\$60%)				
\$7.35	\$10.05	\$6.06	\$7.07	\$1.11
(c) 3rd Year Apprentice (80%)				
\$9.80	\$13.40	\$8.08	\$9.42	\$1.48

*Pension payments will be made on actual hours worked. 1st Year Apprentice Pension Contributions are payable after ninety (90) days from the first day of work unless prior contributions have been made into IUPAT.

Dues Check-Off Pursuant to Article I, Section 16
Check-Off Dues are 4.5% of the total gross benefit package.
Guarantee Period: May 1st through November 15th

All benefits to be remitted on Structural Steel and Bridge Painter's LU 806 Remittance forms
Structural Steel, Bridges, swing stage, Boatswain chair, pick & Cables

ARTICLE III HOURS AND HOLIDAYS

Art. III, Sec. 1. The normal workday shall be eight consecutive hours of work, except for a lunch period. The hours of work shall be from 7:00 or 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 or 4:30 p.m. All overtime charged at rate of time and one half (1 1/2). Double time on Sundays.

Art. III, Sec. 2. The normal workweek shall be five consecutive workdays, divided into five days from Monday to Friday inclusive. No Saturday, Sunday, or holiday work will be performed without permission of the Union.

Art. III, Sec. 3. Variation in hours of work or in days of work cannot be changed unless mutually agreed upon by the parties hereto.

Art. III, Sec. 4. In the event that any overtime work shall exceed two hours in duration, there shall be a rest period of one-half hour between the normal eight hours day and the overtime period.

Art. III, Sec. 5. Employees shall be allowed time during working hours to turn in time sheets or to collect their pay if not on the job.

Art. III, Sec. 6. All employees shall be permitted five minutes before lunch and ten minutes before quitting time to clean up.

Art. III, Sec. 7. Employers not having work for the following days shall notify Journeypersons at the close of the working day. Any employee not so informed and who reports for work the following day shall receive two hours pay for so reporting.

Art. III, Sec. 8. The following holidays shall be paid for at the rate of double time if worked. New Year's Day, Memorial Day, July 4th, Thanksgiving Day, and Christmas Day; or day celebrated nationally. No work shall be performed on Labor Day.

Art. III, Sec. 9. The Employer will pay two hours a day for every day a man has to wait for money when laid off or any regular payday.

Art. III, Sec. 10. A make-up day is permitted on Saturday with the consent of the Business Manager at the straight time hourly rate together with Fringes, providing however, that an employee covered by this agreement shall not be required to work on Saturday and may not be laid off in the event that he elects not to do so. Starting and finishing hours may be varied upon permission from the Business Manager. Overtime shall be paid on hours in excess of eight (8) in any twenty four (24) hour period, and fringe benefits shall be at the regular hourly rate for such overtime hours.

Art. III, Sec. 11. The parties hereby expressly waive the requirements of Labor Law Section 196-b, the New York Paid Sick Leave Law (NYPSLL) in that the wages and benefits contained in this agreement are comparable to those benefits required by NYPSLL.

ARTICLE IV STEWARDS

Art. IV, Sec. 1. The Union may appoint a job steward on each job, and such steward shall be the last man to be laid off on any job on which he is working.

Art. IV, Sec. 2. No job steward shall be discharged after he has been appointed except by mutual consent of the Union and the Employer effected.

Art. IV, Sec. 3. It is agreed that a sufficient amount of time be given the steward to perform his duties regarding Union affairs, such as grievances, etc.

ARTICLE V CHECK-OFF

Every Employer signatory to this Agreement hereby agrees to "check-off" from the gross taxable wages, defined herein as total wages, vacation, and P.A.T. contributions, of each Employee employed by such Employer during the term of this Agreement, administrative dues in the amounts set forth in the District Council No.9 Bylaws.

Employees shall deposit with the Union an executed authorization for deduction of administrative dues (check-off), which shall be continued in force for a period of this agreement and automatically renewed thereafter. The Union shall keep the authorization cards on file for inspection, should any question arise over authorization. The Employer assumes no obligation with respect to obtaining Dues Supplement Authorization Cards, it being understood that this shall be an obligation of the Union.

ARTICLE VI POLITICAL ACTION TOGETHER FUND

Contractors agree to deduct from employees' wages five cents (\$.05) per hour this five cents (\$.05) per hour is to be contributed to the Political Action Together Fund of the International Union of Painters and Allied Trades and Employers that are a party to this agreement hereby agree to honor authorizations for check-off of political contributions from all employees who are Union members in the following form:

AUTHORIZATION FORM FOR CHECK-OFF POLITICAL CONTRIBUTIONS

I hereby authorize my employer to deduct from my pay the sum of five cents (\$.05) for each hour worked and to forward (\$.05) that amount to the PAT Political Committee, c/o International Union of Painters and Allied Trades, 7234 Parkway Drive, Hanover, MD 21076

This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by notifying my employer, PAT Political Committee and District Council No. 9 And/or Local Union No.155 in writing of a desire to do so."

Name: _____ Signature _____

Social Security Number: _____

ARTICLE VII STRIKES AND LOCKOUTS

Art. VII, Sec. 1. It is agreed that the Union shall not be held liable for any unauthorized strike or wildcat strikes. Any participant in any unauthorized strike or wildcat strike shall be disciplined by the Union.

Art. VII, Sec. 2. In consideration of the above by the Union the following is acceptable to the contractors, namely:

Art. VII, Sec. 3. There shall be no strikes, slowdowns or work stoppages by the members of District Council No. 9, during the term of this contract. Employees covered by such agreement shall, during the life thereof, have the right to respect any legal picket line validly established by any bona fide labor organization, and that the Union party to the agreement has the right to withdraw employees subject to the agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Art. VII, Sec. 4. The Employer shall not institute any legal action for the collection of any moneys against District Council No. 9, for any unauthorized work stoppages.

Art. VII, Sec. 5. District Council No.9 shall not be denied the right to remove its members from any job.

Art. VII, Sec. 6. The Employer's agree there shall be no lockouts or any other method used to prevent fulfillment of all provisions of this contract.

Art. VII, Sec. 7. The employer agrees that all conditions of employment in his 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 provisions for improvements are made elsewhere in this agreement.

Art. VII, Sec. 8. 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 a party to a Collective Bargaining Agreement with this Union, or another Union affiliated with the IUPAT.

Art. VII, Sec. 9. In the event the Employer subcontracts any job-site work covered by this Agreement, he shall be a guarantor on performance by the subcontractor of all terms and conditions of said subcontractor's agreement with the Union or, in the absence of such an 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 the terms of this Agreement.

ARTICLE VIII
Joint Trade Board and Grievance Committee

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

(b) 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 interpretive 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.

(c) All grievances or disputed shall be submitted to the Secretary in written form, with copy furnished to the opposing party.

(d) The Joint Trade Board meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

(e) 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.

(f) Decisions, awards or orders of the Board shall be final and binding.

(g) 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.

(h) 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.

(I) If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) [or the American Arbitration Association (AAA)]. On receipt of such a list, the chairmen and secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS [or AAA]. The decision of the arbitrator shall be final and binding.

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

(k) 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 men from the job pursuant to this Section, the individual employer involved shall pay all employees so removed an amount equivalent to one (1) day's pay at the employee's regular straight time rate, for the inconvenience and time-loss occasioned by 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.

(l) Notwithstanding Section (k), a final 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.

(m) The remedies and sanctions specified in Sections (j). And (k). Are in addition to other remedies and sanctions that may be permitted by other provisions of this agreement or by operation of law.

ARTICLE IX GENERAL PROVISIONS

Art. IX, Sec. 1. Business Agent's Responsibilities. Among other things specified in the Constitution, it shall be the job of the Business Agent to visit all job sites at the starting of construction of each said job. The purpose is to find out if the painter's work has been awarded, and if it has not it shall be his job to try to sell to Builders the awarding of painter's work to Contractors who are signatory to an Agreement from this or any other Local Union, or District Council that has a signed Agreement within the International Union of Painters and Allied Trades,

Art. IX, Sec. 2. The Business Representative or any authorized representative of the District Council or committee shall be permitted to inspect all jobs and visit all jobs in the performance of their duties. Failure on the part of the painting Contractor to grant such permission shall be deemed a violation of this Agreement.

Art. IX, Sec. 3. This Agreement shall be in full force and effect from May 1, 2023 to and including April 30, 2028 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) days and not more than ninety (90) days prior to any subsequent contract year. Where no such cancellation or termination notice is served 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 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 or changes in this Agreement, by mutual consent, at any time during its term.

Art. IX, Sec. 4. In the event that the existing state of labor relations law is substantially changed by either the United States Supreme Court or the Congress, and such changes materially affect any provision of this Agreement, the either party hereto, on thirty (30) days notice, shall have the right to reopen this contract at any time during the term thereof, however such negotiations will be limited to only those portions of this Agreement so affected.

Art. IX, Sec. 5. This Agreement is approved as to form by the General Executive Board, subject to the provision that nothing contained herein shall be interpreted or applied in violation of any applicable State or National Law and with the understanding that the Brotherhood is not to be considered a party to the Agreement and assumes no responsibility under it.

Art. IX, Sec. 6. The Employer agrees that during the life of this Agreement, he will comply with all applicable federal and state laws concerning occupational safety and health, including all applicable standards, rules and regulations issued pursuant thereto.

Art. IX, Sec. 7. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void.

ARTICLE X WELFARE FUND / PAINTING INDUSTRY INSURANCE FUND

Art. X - Painting Industry Insurance Fund

- a). For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers agree to make payments to the Insurance Fund under an Agreement and Declaration of Trust dated May 28, 1969, as amended thereafter from time to time, the terms of which are herein specifically incorporated by reference, for contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Trade Agreement and to be bound by said Agreement and Declaration of Trust as though they had actually signed the same.
- b). The Signatory Employers hereby irrevocably designate as their representatives on the Board of Trustees of the Insurance Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Insurance Fund.
- c). The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Insurance 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 Agreement and Declaration of Trust establishing the Insurance Fund.
- d). The parties hereto further agree to be bound by all the lawful actions taken by the Trustees of the Insurance Fund in accordance with and pursuant to the Agreement and Declaration of Trust establishing the Insurance Fund.

ARTICLE XI APPRENTICESHIP AND TRAINING FUND

Art. XI. The Finishing Trades Institute of New York and the International Union of Painters and Allied Trades Finishing Trades Institute.

- a). For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers and any Employer as defined in the Agreement and Declaration of Trust dated June 1, 1993, as amended thereafter from time to time, between the Union and the Association of Master Painters and Decorators of New York, Inc., agree to make payments to the Finishing Trades Institute of New York (the "Apprenticeship and Training Fund" or "FTINY"), and further agree to make payments to the International Union of Painters and Allied Trades Finishing Trades Institute, established under an Agreement and Declaration of Trust dated May 1, 1995. All the aforesaid

payments shall be made in such amounts as set forth in the following sub-section (b), and as set forth in the schedules of wages and contributions in this Trade Agreement.

b). Contributions

- i. For each hour worked or portion thereof, for which a JOURNEYPerson or apprentice receives pay, the Signatory Employer shall make a contribution to the Apprenticeship and Training Funds in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement.
- ii. For each hour worked or portion thereof, for which a JOURNEYPerson or apprentice receives pay, the Signatory Employer shall make a contribution to the International Union of Painters and Allied Trades Finishing Trades Institute in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement. Such payments shall be made in the manner and form as shall be determined by the Trustees of the International Union of Painters and Allied Trades Finishing Trades Institute.
- iii. For the purposes of this Article, contributions shall be paid for each hour a JOURNEYPerson or apprentice receives pay, including hours attributable to show up time and other hours for which pay is received by the JOURNEYPerson or apprentice in accordance with this Trade Agreement.
- iv. Contributions shall be paid on behalf of any JOURNEYPerson or apprentice, including probationary employees, starting with his/her first hour of employment in a job classification covered by this Trade Agreement.
- v. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the I.U.P.A.T.F.T.I., such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the May 1, 1995 Agreement and Declaration of Trust.
- vi. The Union hereby irrevocably designates as its representatives on the Board of Trustees of the I.U.P.A.T.F.T.I., 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 May 1, 1995 Agreement and Declaration of Trust.
- vii. The parties hereto further agree to be bound by all the lawful actions taken by the Trustees of the I.U.P.A.T.F.T.I. in accordance with and pursuant to the May 1, 1995 Agreement and Declaration of Trust.

ARTICLE XII
IUPAT LOCAL 155 FINISHING INDUSTRIES LABOR-MANAGEMENT
PARTNERSHIP (LMP)

Art. XII, Sec. 1. Commencing the first day of June 1996 and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the IUPAT Painters Local 155 Finishing Industries Labor-Management Partnership for each employee covered by this Agreement, as follows:

- (a). For each hours or portion thereof, for which an employee receives pay, the Employer shall contribute of \$0.13 to the Fund, of which \$.10 will be forwarded to the IUPAT Painters Local 155 Finishing Industries Labor-Management Partnership Fund.

(b). For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

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

(d). The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

Art. XII, Sec. 2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Art. XII, Sec. 3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and declaration of Trust.

Art. XII, Sec. 4. If an Employer fails to make contributions to the Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE XIII THE I.U.P.A.T. UNION AND INDUSTRY NATIONAL PENSION FUND

The only agreement between the Employer(s) and the Union parties to this agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

Art. XIII, Sec. 1.

(a) Commencing with the 1st day of December 1974 and for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

(b) For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution to the above named Pension Fund as is outlined in Art. II of this agreement; allocation to the IUPAT Union and Industry Pension Plan and to the IUPAT Union and Industry Annuity Plan shall be at the sole discretion of the Union.

(c) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, Journeypersons, apprentices, helpers, trainees, and probationary employees.

(e) The payments to the Pension Fund required above, shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated

April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had signed the same.

Art. XIII, Sec. 2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

Art. XIII, Sec. 3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article X, Section 6 of the said Agreement and Declaration of Trust.

Art. XIII, Sec. 4. If an employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Art. XIII, Sec. 5. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IBPAT Union and Industry Pension Fund as a deduction for income tax purposes.

Art. XIII, Sec. 6. Effective May 1, 2022, and each year thereafter, the Pension contribution called for in the Agreement shall increase by a minimum of 5% of the total negotiated increase to wages and benefits for that year. Such increase shall be rounded up to the nearest penny.

Pursuant to the decision of the Board of Trustees of the International Painters and Allied Trades Industry Pension Plan (the "Pension Plan") to enter "Critical Status" on January 14, 2022 and adopt a Rehabilitation Plan that 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 adopt Alternate Schedule 2. Accordingly, the Parties are required to increase the contribution rate to the Pension Plan at least 20% above the rate in effect on January 1, 2022 (which was \$10.40 per hour) no later than January 1, 2025. Since the Parties agreed to a \$0.40 per hour increase effective May 1, 2022, the remaining \$1.68 per hour increase required to satisfy Alternate Schedule 2 shall be evenly divided among the May 1, 2023 (\$0.84) and May 1, 2024 (\$0.84) increases.

WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

It is herewith agreed that all the terms and conditions in this Agreement attached hereto and effective May 1, 2023 and thereafter as herein before specified are applicable to and are binding upon the Employer named below:

NAME OF COMPANY

I do hereby acknowledge that I have received a copy of the current Collective Bargaining Agreement between the Master Painters and the International Union of Painters and Allied Trades, District Council No.9 and agree for and in behalf of the Employer above named that said employer will comply with all of the terms and provisions of this Agreement. I further certify that I am duly authorized by said Employer to execute and deliver this consent.

SIGNED on this _____ day of _____ 20____ by

Signature

Title

SIGNED AS INDIVIDUAL GUARANTOR AND AS EMPLOYER UNDER ERISA

Of:

NAME OF COMPANY

COMPANY ADDRESS INCLUDING ZIP CODE

COMPANY TELEPHONE NUMBER INCLUDING AREA CODE

COMPANY FAX NUMBER INCLUDING AREA CODE

SIGNED BY UNION –

Joseph Azzopardi
BUSINESS MANAGER/SECRETARY-TREASURER
DISTRICT COUNCIL NO. 9, I.U.P.A.T.