

**DISTRICT COUNCIL NO. 9
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
AFL-CIO,
(STRUCTURAL STEEL AND BRIDGE PAINTERS
OF GREATER NEW YORK
LOCAL UNION NO. 806)**

-and-

**NEW YORK STRUCTURAL STEEL PAINTING
CONTRACTORS ASSOCIATION, INC.**

COLLECTIVE BARGAINING AGREEMENT

October 1, 2019

to

September 30, 2024

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ARTICLE I

Section 1. RECOGNITION

The Employer recognizes, acknowledges, and agrees that District Council No. 9 International Union of Painters and Allied Trades, AFL-CIO (the “Union”) is the exclusive representative for the purpose of collective bargaining within the meaning of Section 9(a) of the National Labor Relations Act and that the Union has demanded recognition as such and has demonstrated through the use of authorization cards executed by a majority of the Employer’s bargaining unit employees that it possesses the support of a majority of the Employer’s bargaining unit employees in the classifications of work described in this collective bargaining agreement.

Section 2. JURISDICTION

This Trade Agreement shall apply to all work involved in or related to the Painting and Protective Coatings Industry, which includes all finishes, waterproofing, architectural coatings, sacrificial and non-sacrificial coatings, cleaning, drywall finishing, skim coating, preparing the underlying surfaces for coating, including the setting and removal of tarps, application of wall coverings, decorative work, plastering preparatory to painting, application of anti-graffiti coating, fiber wrapping, cementitious coating, fabric panels, Forbo corking and all other work referred to in Section 6 of the I.U.P.A.T. General Constitution issued January 1, 2010, or which the General Executive Board of the I.U.P.A.T. puts into the work jurisdiction of the Union. This Trade Agreement will also include all work related to rigging, installing safety netting, installing debris netting, surface preparation and clean up of any kind as well as lead abatement and glazing. This Trade Agreement shall be specifically applicable to the application of photo luminescent or other illuminated material,

including but not limited to, those materials installed for the purpose of establishing exit path markings and exit signs.

The terms hereinafter set forth shall apply to the containment of any material (i.e.: plywood, wood, plexiglass, pipe framed scaffold, tarps etc.) maintenance, rigging, safety netting, debris netting, preparation, including but limited to power washing of all steel and salt splash zones and removal of all pigeon droppings and graffiti and fuel treatment and salization cleaning and clean up of all types of paint removal operations, and abatement of all lead based paint and other hazardous coatings, painting or application of protective coatings of every description, tank linings, metalizing, flame spraying, all industrial and protective coatings and all rigging for inspection purposes of the following work in the City of New York (including the Boroughs of Bronx, Manhattan, Staten Island, Brooklyn and Queens), Counties of Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington and Westchester including, without limitation, the Governor Mario M. Cuomo and the Bear Mountain Bridges in their entirety and all New York and New Jersey Port Authority Bridges and Crossings.

(A) Skeleton structural steel work and in any event the first field coat on buildings, power plants, water treatment facilities, towers, smokestacks, wind turbines, and offshore steel structures.

(B) All coatings on structural steel and concrete bridges, all industrial, pipes, floors, curbs, steel and concrete tanks and/or pools, all protective coatings currently available and any new materials or technology used for painting and/or protective coatings which may be

developed in the future, included but not limited to: latex, oil, epoxies, urethanes, membranes, plural components and intumescent, etc.

(C) All painting or coating and cleaning work in subways, between the ends of one platform to the near end of the platform of the next station, and all work on elevated train structures excluding station platforms. All stadium structural steel and canopies.

(D) The painting, coating, cleaning and all necessary repairs to perform such work of all elevated tank work erected in connection with structural steel work and concrete tanks. The painting, coating, cleaning, lining and all necessary repairs to perform such work of all other ground level tanks and below grade tanks, stacks not erected in connection with the structural steel work and regardless of whether the same is new construction or repair work. On such work, the Employer shall have complete freedom of tools.

(E) All coatings on cement columns and cement piers on bridges and elevated highways and elevated train structures. There shall be no restriction with respect to this work on the use of tools.

(F) Manning of all power equipment; including the compressor for blasting, grinding, spraying, water blasting, vacuum blasting, the use of wheelabrators, generators, steel grit recovery units, separators, lead waste vacuum trucks, dust collectors, vacuums, heaters, decon trailers, wash sinks, man lifts, forklifts, lulls, tuggers & winches, lights & light towers, water blast recovery units and all other equipment used in conjunction with the performance of this work. All specialized equipment to perform coating applications and removal. All greasing of bridge mechanisms.

(G) The collection, sweeping, clearing, packaging and storing of the sand and any other hazardous or non hazardous waste residue generated by the performance of the work.

(H) All material including, but not limited to, plywood, wood, plexiglass, pipe, framed scaffold, Q Decking, chain link and any and all other materials used to build platforms and scaffolding used for painting/coating and maintaining structural steel and bridges, all industrial, pipes, floors, steel and concrete tanks .smoke stack etc. which have to be contained in boxes, cans, etc. and all cleaning shall be done by this Union.

(I) Erection, maintenance, disassembly, transportation and relocation of containment structures used for the purpose of removing lead bearing or other hazardous or coating materials, preparing the underlying surfaces for coating, including the setting and removal of tarps, and for the containment of the coating application.

(J) The maintenance, operation, setup, disassembly and relocation of all the equipment necessary to adequately operate and maintain work within the containment enclosure including but not limited to classifiers, dust collections, vacuum systems, pressure vessels steel grit recovery units, separators, lead waste vacuum trucks, heaters, decon trailers, wash sinks, man lifts, forklifts, tuggers & winches, lights & light towers, water blast recovery units and other equipment used in conjunction and associated support equipment such as but not limited to compressors, generators, coolers, heaters, separators, etc. and all jurisdictions listed in IUPAT General Constitution Section 6.

(K) All platforms for containment or access or shielding or decking, including all rigging for such platforms.

Section 3. NON-DISCRIMINATION

(A) Neither party of this Agreement shall discriminate against any employee with respect to employment by reason of union membership, race, creed, color, sex, gender

(including gender identity and sexual harassment), pregnancy, age, national origin, disability, sexual orientation, immigration or citizenship status, credit history, salary history, predisposing genetic characteristics, arrest or conviction record, military status unemployment status, caregiver status, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, or any other characteristic protected by federal, state or local law. As applicable and appropriate, covered Association Employers will comply with the federal Family and Medical Leave Act.

Section 4. UNION SECURITY

(A) 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 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 hereafter hired shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

(B) Union Representatives shall have the right of visitation to all projects on which the Employer employs or intends to employ members of the Union. In the event of Government or owner regulations prohibiting entry to the project, the Employer shall make all reasonable efforts to secure the necessary permission.

(C) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer, representative or agent of the Union nor shall there be any discrimination against any employee because of Union membership or activities.

Section 5A. SELECTION OF JOURNEYMEN AND FOREMEN

All painting employees shall be selected by the Employer, or his foreman, at the site of the work. The foreman shall be the representative of the Employer for the work being performed. There shall be at least one foreman for each 25 journeymen, and where a gang consists of more than 25 journeymen there shall be an assistant foreman for each additional 25 journeymen or any part thereof. A minimum day's pay for a foreman shall be calculated in accordance with the Foreman rate identified in Article II, Section 1, Wages for the first eight hours worked. Any time worked after the first eight (8) hours shall be paid at time and one half based on the Journeyman rate identified in Article II, Section I, Wages, and not based on the foreman rate. All foremen shall be bargaining unit employees designated by the Employer. No foreman shall be made nor shall be deemed to be an agent of the Union.

For Contracts between Employers and Public agencies (ex: Port Authority) that require rates per hour for Foremen rather than premium pay per the Contract the Employer may petition the Joint Trade Board for authority to set a rate per hour for the length of the Specific Contract for Foremen. The Joint Trade Board will respond to the request in writing within three weeks from the date of submission.

Section 5B. TOP WORKPLACE PERFORMANCE CLAUSE

1. Should any person 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.

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

3. The provision in subsections (1) and (2) notwithstanding, a Termination Review Committee, composed of the members of 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.

Section 6. STEWARDS

One job steward or other representative of the Union shall be designated for each job or gang by a Union Representative of the Union. This job steward or other representative must be a competent worker and must conduct activities on behalf of the Union so as not to interfere with the job steward's or other representative's own work or the other work on the job. The job

steward shall be the second person hired for the job. This job steward or other representative shall remain throughout the job unless removed by the Joint Trade Board and shall issue no orders with respect to the work, as the investigation and handling of complaints is entirely within the province of the Union or its Union Representative. In the event a job is shut down for any length of time, the assigned steward shall be the last employee laid off and the first employee recalled. No steward shall be assigned to work in an area where the steward is unable to observe job conditions affecting safety. Whenever more than two journeymen are earning a power tool rate, then the job steward shall receive such rate while work is being performed.

If necessary, the job steward may act as a back-up “competent person”, for purposes of safety only, as long as the steward is in possession of all required training and certifications.

Section 7. APPRENTICES

Apprentices shall be employed at a ratio not to exceed one (1) apprentice to each three journeymen. If a third employee is required to work prior to the commencement of any scheduled shift, then an apprentice shall be selected as such third employee provided the apprentice is capable of performing the work to be assigned.

No first-year apprentice shall be placed in a shop employing four other such apprentices unless that shop also employs at least one second or one third year apprentice. This rule may be waived when there are no second or third year apprentices available. No apprentice receiving less than 80% of the Journeyman wages shall work alone on a job.

Section 8. REPORTING OF WORK AND JOB REPORTS

(A) Each Member of the New York Structural Steel Painting Contractors Association, Inc (hereinafter called the Association) and all employers working within the jurisdiction of this Agreement shall report to Local Union No. 806 and the Trust Funds the location of all work at least 48 hours before the work is started, by completing a Job Registration Form. (A copy of the form is attached to this Agreement and shall be provided by the Union to each Employer.)

(B) The parties agree that all work shall be reported on Weekly Job Reports (Forms to be supplied by the Union) in accordance with the Employer's pay period. The Report is to be signed by the Job Steward and a representative of the Employer with a copy to be sent to the Union and the Employer.

(C) Failure to comply with the provisions of this Section shall result in automatic fines which will be paid to the Joint Trade Board to be used by them at their discretion. Such penalties shall be in the following amounts: First violation, \$1,000.00; Second violation, \$3,500.00 Third and subsequent violations, \$7,000.00.

Section 9. EXCLUSIVE AGREEMENT

No Employer shall be offered or shall accept an agreement covering work in the jurisdiction of Local Union No. 806 more favorable than the conditions set forth herein, except for Project Labor Agreements entered into by the Building and Construction Trades Council.

Section 10. PICKET LINES

Employees covered by this Agreement shall have the right to respect any legal primary 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 this Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 11. NO STRIKE CLAUSE

There shall be no strikes or lockouts on the work of any Employer who is subject to the terms and conditions of this Agreement, nor shall any of the employees collectively cease such work, except where a party to this Agreement is found in breach of the Agreement or a decision of the Joint Trade Board orders such cessation of work, or in accordance with Section 10, Picket Lines.

Section 12. EFFECT OF THE AGREEMENT

Acceptance of this Agreement by the Structural Steel Painting Contractors Association, Inc and the Union shall be binding upon such Association and its members and Union and each member thereof and any other employer who executes this Agreement. The parties hereto and their respective members further agree that all actions of the Joint Trade Board shall be binding and enforceable as provided by law. The parties hereby further agree to comply with the provisions of all applicable laws.

Section 13. SUB-CONTRACTING

There shall be no subcontracting of work by an Employer to any member of the Union or to any contractor not having a collective bargaining agreement with the Union. If the Joint Trade Board shall find any signatory contractor guilty of violating this prohibition against such subcontractors, it shall impose a mandatory fine of \$10,000.00 against such Employer. The Union agrees that if it finds any union member guilty of accepting subcontracting work, it will impose the maximum permitted by Union Law on such member.

Section 14. NON-APPLICABILITY

It is understood and agreed that the International Union of Painters and Allied Trades with which Local Union 806 and District Council No. 9 are affiliated, is not a party of this Agreement and said International Union of Painters and Allied Trades in no way accepts any liability or obligation under this Agreement and the aforementioned Declarations of Trust.

Section 15. DUES CHECK-OFF

(A) Commencing with the payroll week beginning October 1, 2019, the Employer shall check-off each week from the wages of each journeyman and apprentice member of the Union a sum equal to an amount designated by the proper officials of the Union upon thirty (30) days of written notice, which statement shall provide for a percentage of the gross wages of such journeyman and apprentice to be deducted as special administrative dues, except and until changed. Dues Check-Off will be made Pursuant to Article II, Section 1.

(B) The monies so deducted by the Employer from the gross cash wages of the journeymen and apprentices shall immediately upon such deduction be and remain the property of the Union and all such monies deducted during any calendar month shall be transmitted to the Union by check of the Employer no later than the fifteenth (15th) day of the next succeeding month.

(C) No Employer shall be obligated to check-off any special administrative dues from any journeyman or apprentice who has not furnished to the Employer a valid authorization for such deduction.

(D) The Union agrees to indemnify and hold harmless any Employer who is required to defend any action or proceeding brought by any employee by reason of his dues having been checked-off.

ARTICLE II

Section 1. WAGES AND BENEFITS

The Employer agrees to make the following payments to the journeymen and apprentice employees and to contribute to the various funds as set forth below. All payments to the various funds including dues check off shall be computed on the basis of hours worked except as modified below.

WAGE RATES 2019 – 2024

JOURNEYPEPERSONS AND FOREMEN

Effective Wage	10/1/19	10/1/20	10/1/21	10/1/22	10/1/23
(a) Journeyman	\$50.25	\$51.50	\$53.00	\$54.50	\$56.50
(b) Foreman	\$58.70	\$59.95	\$61.45	\$62.95	\$64.95

*If the Foreman works through lunch, lunch is paid at Double the Journeyman Rate. (10/1/19: \$100.50/hr; 10/1/20: \$103.00/ hr.; 10/1/21: \$106.00/ hr.; 10/1/22: \$109.00/ hr.; 10/1/23: \$113.00/ hr.)

(c) Vacation* \$7.88 \$8.63 \$9.64 \$TBD° \$TBD°°

° Total wage and benefit increases of \$3.00 shall be allocated at the Union's discretion on 10/1/22.

°° Total wage and benefit increases of \$3.10 plus \$.50 increase in power tool/spray rate shall be allocated at the Union's discretion on 10/1/23.

(d) Effective 10/1/19 Power Tool/Spray Rate: six dollars (\$6.00) per hour above the hourly rate, whether straight time or overtime earned by the employee for the hour worked.

Effective 10/1/21 Power Tool/Spray Rate: six dollars and fifty cents (\$6.50) per hour above the hourly rate, whether straight time or overtime earned by the employee for the hour worked.

Effective 10/1/23 Power Tool/Spray Rate: seven dollars (\$7.00) per hour above the hourly rate, whether straight time or overtime earned by the employee for the hour worked

APPRENTICES

(e) Apprentice Wages

1st year 40% of Journeyman's base rate

2nd year 60% of Journeyman's base rate

3rd year 80% of Journeyman's base rate

*Vacation is to be paid in the same manner as all fringe benefits, but in any event must be brought current no later than the last payroll date in October of each year.

BENEFIT RATES JOURNEYPERSONS AND FORMEN 2019 - 2024+

	10/1/19	10/1/20	10/1/21	10/1/22	10/1/23
Health & Welfare	\$11.80	\$12.05	\$12.25	\$TBD°	\$TBD°°
Annuity	\$16.20	\$16.25	\$16.60	\$TBD°	\$TBD°°
Pension*	\$10.20	\$10.90	\$10.90	\$TBD°	\$TBD°°

*Pension payments will be made on actual hours worked.

° Total wage and benefit increases of \$3.00 shall be allocated at the Union's discretion on 10/1/22.

°° Total wage and benefit increases of \$3.10 plus \$.50 increase in power tool/spray rate shall be allocated at the Union's discretion on 10/1/23.

BENEFIT RATES OF APPRENTICES

1st year 40% of Journeyman's benefits**

2nd year 60% of Journeyman's benefits

3rd year 80% of Journeyman's benefits

*Effective 10/1/19 a reduced pension contribution at a rate of .25 per hour will be made for all I" year apprentices after they have worked at least ninety (90) days.

** 1st Year Apprentice Pension Contributions are payable after 90 days from the first day of work unless prior contributions have been made into IUPAT pension funds.

Promotion &Apprentice Fund

\$1.75	\$1.80	\$1.85	\$TBD°	\$TBD°°
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° Total wage and benefit increases of \$3.00 shall be allocated at the Union's discretion on 10/1/22.

°° Total wage and benefit increases of \$3.10 plus \$.50 increase in power tool/spray rate shall be allocated at the Union's discretion on 10/1/23.

Note (1) \$.10 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Finishing Trades Institute.

Note (2) \$.05 cents per hour will be forwarded from the Promotion and Apprentice contribution to the Finishing Industry Labor Management Partnership ("LMP").

Note (3) \$.05 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Political Action Together Fund ("PAT").

Note (4) \$.45 cents per hour will be forwarded to the Finishing Trades Institute of New York ("FTINY") from the Promotion and Apprentice contribution:

Note C1 \$.10 cents per hour will be forwarded from the Promotion and Apprentice contribution to the Union's Organizing Market Assistance Program ('OMA').

Effective May 1, 2020, \$.15 per hour will be forwarded to the OMA.

Note (6) \$.95 cents per hour will be forwarded to the New York Structural Steel Painting

Contractors Industry Promotion Fund ("NYSSP").

Effective May 1, 2021, \$1.00 per hour will be forwarded to the NYSSP.

Note (7) \$.02 cents per hour will be forwarded from the Promotion and Apprentice contribution to the Kiltie Scholarship Fund.

Note (8) \$.03 cents per hour will be forwarded from the Promotion and Apprentice contribution to the Ahem Scholarship Fund.

+Effective 10/1/2022, and each year thereafter, the Pension contribution for Journeypersons and second and third year apprentices shall increase by 5% of the increase to wages and benefits.

+ Effective 10/1/2022 - The Union will allocate the remaining \$1.50 of the overall increase to Benefits and Vacation.

+Effective 10/1/2023 - The Union will allocate the remaining \$1.60 of the overall increase to Benefits and Vacation.

Section 2. GUARANTEED BENEFITS

(A) From the first full pay week after May 1 through the last full pay week before November 15 in each contract year except in the final year of this contract when the period runs to September 30, all fringe benefits including vacation pay and dues checkoff, but excluding pension fund contributions (see Article II, Section 5A) will be paid on the basis of a 40 hour work week regardless of the actual number of hours worked or paid, so long as the employee has actually worked one or more hours in that work week. During the first and last week of employment during the guaranteed period, benefits for all employees hired or laid off will be paid only on actual hours worked including in instances where the employee works greater than forty hours. An employee shall be deemed "hired" or "laid off" during this guarantee period only if there is at least a fourteen (14) calendar day interval between the dates of the purported lay off and the purported re-hire and if the lay off and recall were from and to the same employer and project.

Fringe benefit contributions shall be paid for the actual number of hours worked for the weeks of Memorial Day, Independence Day and Labor Day.

(B) During all other times of the year fringe benefits including pension fund contributions shall be computed and paid on the basis of actual hours worked except that the Employer shall not be required to make fringe benefit fund contributions, excluding IUPAT Pension contributions, in excess of fifty (50) hours per calendar week for any employee covered by this Agreement.

Section 3. OUT OF TOWN WORK

(A) The Employer shall, when engaged in work outside the geographic jurisdiction of the Union, comply with all applicable local, state and federal ordinances, rules, regulate and statutes, including without limitation, prevailing wage laws, and with 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 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; however, that where no affiliated Union has a current agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement. It is further provided that as to employees employed by such employer from within the geographic jurisdiction of Local 806, 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, or the applicable prevailing wages, whichever are more favorable to such employees.

In such situations, Article II, Section 2 providing guaranteed benefits paid on the basis of a 40-hour week regardless of number of hours worked shall not apply. Instead, members of Local 806 working in an out of area jurisdiction shall be paid benefits at the rates provided for in this agreement on an hour for hour basis or as the collective bargaining agreement of the out of area local union or prevailing wage dictate, whichever are greater, with payment of benefits made directly to Local 806.

From the effective date of this agreement going forward all fringe benefit contributions on behalf of Local 806 members working out of area shall be made as per this agreement solely to Local 806 for their home funds in accordance with their governing documents (“**the money follows the man**”).

Local 806 is hereby authorized to remit all contractually required promotion fund contributions to the appropriate promotional fund no less than quarterly.

Any dispute between the out of area Union and Local 806 regarding the difference between payments required by the out of area employer’s promotional fund and payment to the New York Structural Steel Painting Contractors Promotional Fund shall be resolved by way of a petition to Local 806 supported by all pertinent documentation including, but not limited to, an accounting listing the hours and days of work of all Local 806 members working in the out of area jurisdiction and any other information relevant to the petition. (Petition form provided by Local 806). Such a demand must be made no later than thirty (30) days following the close of the quarter. A copy of the demand and supporting accounting shall also be provided to the employer.

Any demands made later than thirty (30) days following the close of the quarter shall be deemed denied. Any such demands arising prior to the effective date of this Agreement shall be null and void. If the petition is properly and timely submitted to Local 806 and the facts warrant it, Local

806 shall remit the required amount to the out of town union. In no event shall any such payment exceed the amount the New York Association receives pursuant to this CBA. The Association does not audit the payments from Local 806 to the out of area employer's promotional fund and, therefore, relies upon Local 806 to monitor and correctly make the payments due. The Association agrees to indemnify the Union only against those liabilities incurred by the Union in the course of resolving a dispute raised by the out of area promotional fund regarding the difference between payment demanded by the out of area employer's promotional fund and payment made to the New York Structural Steel Painting Contractors Promotional Fund which result from the Association's disagreement with the demands for payment by the out of area employer's promotion fund.

This provision is enforceable by the District Council or Local Union 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 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 principle place of business.

(B) The parties agree that if an Employer hires a member of Local Union No. 806 to work outside the territorial jurisdiction of this Agreement then in that event that Employer shall pay all fringe benefits as if the employee worked 40 hours regardless of the actual number of hours worked.

(C) Out of Town Expenses: Employees employed out of town shall be paid reasonable travel and lodging expenses in addition to their regular compensation.

(D) Geographical Jurisdiction: The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among the persons who are employed for the greater percentage of the their time in such area; any others shall be employed only from the contractor's home area.

Section 4. TRUST AGREEMENTS

(A) All references to the welfare, vacation, annuity and apprenticeship funds as well as to the promotion fund in this Agreement are to the funds as established between the Employers and the Union as evidenced by various trust documents which are incorporated into the Agreement and accepted by all parties hereto as though they had actually signed the same including but not limited to the provisions of the Collection Policy and the Agreement and Declaration of Trust governing the various Trust Funds. The Employers agree to be bound by all actions of said Boards of Trustees taken in conformity with said Trust Agreements or the Trust Documents as may be amended from time to time, and hereby acknowledge that such documents are incorporated herein by reference.

(B) Enforcement - (1) The Employers shall pay the required contributions to the various trust funds for all Journeymen and registered Apprentices hired in the jurisdiction of the Agreement and then employed in any part of the United States.

(2) The required contributions hereinabove provided for constitute a consideration for the making of this Agreement and are of its very essence. The Board of Trustees

of the various employee fringe benefit funds to which this Agreement requires contributions (the “Trustees”) shall forthwith notify the Union, upon discovery, of the failure of any Employer to pay the required contributions. Failure by any Employer to pay the amounts due to the Funds shall be deemed a breach of this Agreement, and in such event the Union must enforce the foregoing and following provisions relating to the payment to the Funds. In the event that an Employer fails to make the required payments for more than fifteen (15) working days (after due notice) Local Union No. 806 may order its Journeymen and registered apprentices to cease work until the payment has been made. Such Employer must pay all such Journeymen and registered apprentices for all time lost, not to exceed one (1) week’s pay per employee. In the event the Employer demands a hearing regarding the delinquency, it will be permitted to continue its jobs, provided it forthwith deposits in escrow with the Funds an amount equal to 50% of the amounts claimed as delinquent and, in addition, it shall thereafter make weekly payments of contributions to the Funds until the matter is finally determined. The due date for fringe benefit contributions shall be the fifteenth (15th) day of the month immediately following the month in which a Journeyman or Apprentice works the hour(s) for which the contribution is due.

For all members of the New York Structural Steel Painting Contractors Association on duly bonded public improvement projects, however there shall be an automatic sixty (60) day extension of the due date. For all members of the New York Structural Steel Painting Contractors Association an automatic sixty (60) day extension shall also apply on non bonded projects where the Employer, within fourteen (14) days of the commencement of work on the project, deposits with the Trustees cash, a surety company bond or other acceptable security as required pursuant to Article Two, Section 7 of this collective bargaining agreement. If no hearing is requested within

10 days of notice, work may be stopped by the union until the open balance is satisfied and penalties are paid.

(3) Liquidated Damages - Any Employer required by this article to pay the required contributions to the various trust funds, including Dues Checkoff and the Industry Promotion Fund Contribution, to its Journeymen and registered Apprentices or on their behalf for the payroll period immediately preceding, who fails to pay such required contributions within two (2) weeks of the date prescribed for their payment shall pay to the Funds as liquidated damages the sum of 10% of the required contributions in addition to the required contributions. If any Employer during the calendar year has failed to pay such contribution within the prescribed date, it may be subject to any additional liquidated damages that the trustees shall impose in such cases, including the cost of necessary litigation. It is agreed that the Employers will be bound in all respects by the rules and/or regulations established or to be established by the trustees relating to Employer contributions to the Trust Fund, including rules for resolving any disputes concerning Employer payments or reports to the trustees.

(4) Interest - If the required fringe benefit contributions of any Employer become delinquent, in addition to the amount assessed as liquidated damages, interest shall be added to the obligation of the Employer, calculated monthly at the annual rate of prime rate plus 2.0%, which shall be calculated based upon the sum of all fringe benefit contributions due for the period for which the Employer is delinquent, starting with the first day of delinquency. Notwithstanding the foregoing, no Employer will be charged interest if a delinquency is cured within 8 days from which contributions were due.

(5) Trust Fund Hearings - Should any Employer, after an audit, be held subject to a final assessment on the estimated wage figure as the greater base on which

contributions are to be made, it shall be entitled on request to a hearing before the Trustees and an opportunity fully to present all available facts, and be subject to open examination thereon, which may establish actual lower direct labor costs in the circumstances of its particular operations, which would warrant a readjustment of the contribution from the estimated wage figure to the actual total gross earnings figure, as it may appear to the Trustees. On such a hearing the Trustees shall consider the recommendation of the Fund's auditors and any proof that the Employer may offer. If a right to any such readjustment is proven satisfactorily, the Trustees shall remit the assessment of the excess contributions over the percentage contributions of the actual direct labor costs so found. The decision of the Trustees, after such hearing, shall be final and binding upon the Employer. If, after an audit, and a final assessment of further contributions due, the Employer fails within ten (10) days after written notice thereof given by the Funds to request in writing a hearing before them as provided above to protest the assessment and to seek readjustment of the base of contributions, the Employer shall be deemed conclusively to have consented thereto, and shall have no further recourse. If the final determination of the audit is that the Employer owes at least \$5,000.00, or more than 10% of their annual contributions, the Employer shall be responsible for all the costs of the audit.

Section 5. PENSIONS

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

(A) Commencing with the 1st day of October, 2016 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 National Pension Fund for each employee covered by this Agreement, as follows:

(B) For each hour or portion thereof, for which an employee works, the Employer shall make a contribution to the above-named Pension Fund in accordance with the agreed schedule of rates set forth in Article II, Section 1.

(C) For the purpose of this Article II, Section 5, hours worked shall include hours attributable to show up time and hours actually worked as evidenced by the Shop Steward's report and 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 all journeymen and apprentices. Contributions to the IUPAT Industry and National Pension Fund for all first-year apprentices shall be at the rate of .25 cents per hour worked, after the apprentice has completed ninety (90) days employment. After ninety (90) days all contributions shall be made retroactive to day one of the employment.

(E) The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry National Pension Fund, which was established under an Agreement and Declaration of Trust, dated January 1, 2008. 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 it had actually signed the same.

(F) The Employer hereby irrevocably designates as its representatives on the IUPAT Industry and National Pension Fund Board of Trustees (the "National Trustees") such Trustees who 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 National Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

(G) All contributions shall be made at such time and in such manner as the National Trustees require; and the National Trustees may at any time conduct an audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.

(H) If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the National Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions 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 National Trustees. The Employer's liability for payment under this Section shall be subject to and covered by the grievance and arbitration procedure set forth elsewhere in this Agreement.

(I) The Pension Plan adopted by the National 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 Pension Fund as a deduction for income tax purposes.

Section 6. EMPLOYERS' ACCOUNTING RECORDS

Every Employer shall keep a complete set of books setting forth all business transactions.

The Employers agree to make available to the auditor of the Trust Funds at the Employer location such books and records as required by the Trustees. In the event that an Employer shall refuse or fail to make records available to said auditor upon five (5) days written demand of the Trust Fund or the Joint Trade Board and the auditor so certifies to the Joint Trade

Board then the entire amount of the Employer's escrow deposit or bond or other security posted with the Joint Trade Board shall apply and pay the same to the Trust Fund to the credit of the Employer. Failure to keep any of the records required in this Section shall constitute a violation of this Agreement. If any of the foregoing records are not supplied by the Employer to the accountant for the Funds, then the Employer must supply a copy of the corporate or partnership income tax returns for the period under audit.

Section 7. EMPLOYER BONDS

(A) Each Employer shall be required within one (1) week after becoming an Association member to deposit with the Trustees of the Employee Benefit Funds, excluding pension, either cash or a surety company bond or other acceptable security, in such for and amount as will be acceptable to the Trustees as security for the faithful performance by the Employer of those provisions of this Agreement relating to the payment of any Trust Fund contribution. Such security shall be not less than \$200,000.00 for Association members and \$300,000 for non-Association members unless a different amount is agreed to by the Joint Trade Board. The Trustees are hereby authorized to levy on such security deposit any sums found by them to be due from the Employer to all of the Employee Benefit Funds set forth in this Agreement, Local Union No. 806 and the Structural Steel Painting and Promotion Fund.

(B) In order to be eligible for the automatic sixty (60) day extension and the cash, security company bond or other acceptable security in the amount of \$300,000, new Employer members of the Association must be current with all contributions to the Funds and must demonstrate that they have made timely contribution payments to the Funds for twelve months prior to the date they joined the Association. In order to be eligible for the automatic sixty (60) day extension and the

cash, surety company bond or other acceptable security of \$200,000, all Employer members of the Association must be current* in their contributions to the Funds. If any Association member Employer does not make arrangements to satisfy any delinquency to the Funds within thirty (30) days of a receipt of a written notice from the Union or the Funds and/or their representatives, the Employer will be required to make contributions by the 15th day of the month following the month in which the work is performed and must post cash, a company surety bond or acceptance security of at least \$300,000. An Association Employer may regain the privilege of the 60 day automatic extension and cash, a company surety bond or acceptable security in the amount of \$200,000 by making all payments on time for three (3) consecutive months. Any subsequent violation will require timely payments for six (6) consecutive months before reinstatement of the privilege. All other rights and remedies of the Union and the funds, including the removal of labor and the filing of a Federal lawsuit seeking interest, liquidated damages, costs and fees shall remain in full force and effect.”

(C) At the beginning of each job and then annually, the Union shall confirm payment of all bonds by each Employer. The Union agrees not to furnish any journeymen, foremen or apprentices to any Employer who has not posted and maintained a security deposit in accordance with this Agreement.

(D) The Trustees shall not accept any bond or other non-cash collateral from any Employer who shall have failed in the past to make payment of any sums found by the Joint Trade Board or the Trustees to be due under this Agreement or under any prior Trade Agreement. In such cases, compliance with the escrow deposit requirements hereof shall be by cash deposits only.

(E) The Trustees may require an increase in a bond of any Employer who has been found guilty of violating the wage or fringe benefits provisions of this Agreement.

(F) In the event that it shall become necessary for the Joint Trade Board, or Trustees of the Funds to bring suit against an Employer to collect unpaid wages and benefits or for violations of the Trade Agreement, the Employer shall provide additional security in such form and amount as the Joint Trade Board, or the Trustees shall determine. Such security shall be in the form of cash, Government Bond, or bank certificate of deposit or increased security bond, as the Board or Trustees in their discretion shall determine, and it shall be deposited by such Employer in escrow to secure payment of such obligations in the future.

(G) Should the Trustees or the Joint Trade Board find an Employer guilty of violating the wage or fringe provisions of this Agreement, or that the liability of any Employer as a result of any delinquency under this Agreement is greater than the security deposit, the Joint Trade Board or the Trustees may immediately demand and cause the Employer to increase the security deposit to an amount that will at least cover such liability. In such cases, such additional security shall be held separately in escrow by the Trust Funds as security for the faithful performance by the Employer of the terms of this Agreement. Such additional security or any unexpended portion thereof shall be returned to the Employer at the expiration of this Agreement.

The Trustees are hereby authorized for each such Employer's account to pay from such security account any sums found by the Joint Trade Board to be due hereunder from the Employer for unpaid wages, contributions to the Trust Funds, or any other contractual monetary obligations under this Agreement. Within twenty-four (24) hours after notice to any such Employer of such a finding and payment by the Funds out of that Employer's security account, the Employer shall

replenish and replace in continuing escrow with the Trust Funds the exact amount thus withdrawn and disbursed on his account.

(H) When the Employer is required by applicable law to post a labor and materials bond, the Employer shall provide to the Union or Trustees a copy of the labor and materials bond within one week after written demand by the Union or the Trustees.

Section 8. NO CONTRACTS WITH DELINQUENT EMPLOYERS

The Union shall not enter into a contract with an Employer who is indebted under the terms and conditions of this Agreement or any prior Trade Agreement by reason of non-payment of wages, fringe benefits, dues, interest or liquidated damages assessed set forth herein by the Joint Trade Board or the Trustees of the Funds whether such Employer proposes the making of such contract under his or her own name or under the name of any firm or corporation in which he or she is a principle or has a substantial interest.

Section 9. PRESERVATION OF WORK CLAUSE

(A) 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.

(B) All charges of violations of Section 9(A) 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 and 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) the effected 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 effected 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 under this Article only through arbitration, judicial, or governmental (for example, the National Labor Relations Board) channels.

(C) If, after an Employer has violated this Article, the Union and/or 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 accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the 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.

Section 10. ALTERNATIVE DISPUTE RESOLUTION

The Parties agree to explore the establishment of an alternative dispute resolution program for the resolution of workers' compensation claims.

ARTICLE III

Section 1. JOINT TRADE BOARD

(A) The Joint Trade Board (hereinafter called the “Board”) shall be constituted and shall consist of not less than one (1) representative chosen by the Association in a manner to be determined by it and not less than one (1) representative chosen by Local Union No. 806 in a manner determined by it.

(B) The Board shall meet at any convenient time after the service of a Notice of Intention to Arbitrate by the complaining party upon the responding party. Such notice shall be in writing and shall set forth the grievance to be heard by the Board and a copy of such notice shall be forwarded to all parties named in the notice.

(C) The Board shall be empowered to consider and decide all questions and disputes arising under this Agreement except for matters involving trust fund contributions. A quorum of the Board shall consist of two (2) members. When voting on a question, complaint or finding, the Employers and the Union shall each have one (1) vote and these votes shall be equal regardless of the number of representatives present and voting. All decisions of the Board shall be made in writing and copies thereof mailed to all interested parties within forty-eight (48) hours after the hearing before the Board, unless the Board shall extend such period. In the event the charging party fails to appear before the Board the complaint shall be dismissed. In the event the party charged fails to appear before the Board, the Board shall proceed in that party’s absence.

(D) The Joint Trade Board shall have the power to summon before it and to question and examine any Employer or Union member. It shall have the power to require production of books, papers or other evidence it may deem necessary.

(E) The decisions and findings of the Joint Trade Board, including the imposition of penalties, shall be final and binding upon the Association, the Employer, the Union, all members of each thereof and all interested parties.

(F) Upon the failure of the Joint Trade Board to adjust a grievance or to agree on a decision or finding, the matter shall be promptly submitted to an arbitrator whose decision and finding shall be final and binding upon the Employers or the Union and upon all members thereof, and interested parties thereto. The fees of the arbitrator shall be borne by the non-prevailing party.

(G) All penalties derived from the Joint Trade Board, less the reasonable administrative cost of expenses actually incurred, shall be used to advance the industry; to sponsor educational programs for the members of Local Union No. 806 and children within the trade and to aid and assist in the establishment of programs to increase business activity within the industry and develop and maintain maximum job opportunities for those union employees within the City of New York.

(H) Findings and decisions shall be transmitted to the Employer and to Local Union No. 806 and each obligate itself to enforce such findings and decisions as the case may be.

Section 2. RULES AND REGULATIONS

The Joint Trade Board may from time to time develop, publish and put into effect such rules and regulations as may be necessary or proper to provide for the health and safety of employees covered by this Agreement.

Section 3. VIOLATIONS AND PENALTIES

The Board or any of its members shall have the power to require the production before it of such records and witnesses as it may determine to be proper and necessary to enable it to arrive at a decision on any matter which is the subject of a complaint or inquiry. The Board shall also have the power, in the event of violation of any of the provisions of this Agreement or the attached Working Rules, but only after due notice and hearing, to impose such penalty upon any of the parties to the dispute as will tend to prevent the recurrence of such violation.

The parties agree that in the event the Board imposes a fine for any violation of this Agreement or the Working Rules, which fine will be as set forth below, and said fine is not paid within seven (7) days of notice of said fine, the Union agrees to stop all work of the Employer involved until such time as the fine is paid. It is agreed that in cases of fines against an Employer the bond posted by such Employer shall be called in the event the fine is not paid within twenty-four (24) hours of the stoppage of work.

The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following:

Violation 1: No Job Registration or Weekly Job Reports

1st Offense	\$1,000.00
2nd Offense	\$3,500.00
3rd and subsequent offenses	\$7,000.00

Violation 2: No registration and non-union workers on the job

1st Offense \$1,750.00 - no registration
\$1,750.00 - each non-union worker
2nd and subsequent offenses \$10,000.00- no registration, plus \$1,750.00 for each non-union worker.

Violation 3 Non-union workers

1st Offense - \$2,500.00 for each non-union worker.
2nd Offense -\$5,000.00 for each non-union worker.

Violation 4: Subcontracting to non-union employer

Any Offense: \$25,000.00

Violation 5: Failure to pay wages and/or fringe benefits or payment in cash for wages and/or fringe benefits

Any Offense Any wages and fringe benefits owed plus liquidated damages in an amount equal to the unpaid (or cash paid) fringe benefits only, but no less than \$1,000.00

Violation 6: Spraying without permit

1st offense \$2,000 plus \$6.00 per hour above wages to all employees on the job
2nd offense \$4,000 plus \$6.00 per hour above wages to all employees on the job
3rd offense \$6,000 plus \$6.00 per hour above wages to all employees on the job

Subsequent offense amounts shall be established by the Joint Trade Board.

ARTICLE IV

Section 1. REGULAR WORK DAY, WEEK AND HOURS

Work Day and Work Week: Eight (8) hours work shall constitute the regular work day and forty (40) hours, Monday to Friday, shall constitute the regular work week. Depending on the needs of the individual job, Association member employers only shall be permitted to modify the regular work day and utilize a flexible start time anywhere from 6:00 am to 8:00 am. Regardless of start time, the regular work day is eight (8) hours.

Work Day and Rate of Pay: The regular work day shall be from 7:00 am to 3:30 pm, Monday to Friday, inclusive of a thirty-minute unpaid lunch, except when the schedule is modified. The Foreman and Steward will designate the lunchbreak at the beginning of each job. Any changes to the designated lunch break require 48-hour advance notice to the employees. If an employee elects to work through the offered lunch break, that thirty-minute lunch break shall be paid at

double time.

For Contracts that were bid or in progress as of the effective date of this Agreement that create an issue for employers concerning completion of and payment for the regular work day, the Employer may petition the Joint Trade Board for a meeting to address the issue and consider alternative arrangements.

Section 2. SHIFT DIFFERENTIAL

If an Association member Employer who has an existing first shift decides to work a second shift with employees other than from the first shift consisting of at least one (1) journeyman and one (1) steward all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime as provided in Section 3 for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate.

If a non-member Employer who has an existing first shift decides to work a second shift with employees other than from the first shift consisting of at least three (3) journeymen and one (1) apprentice all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime as provided in Section 3 for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate.

If the Employer decided to work a second shift on Saturday or Sunday all employees who work will be paid at a 10% differential of their overtime rate of time and one half. A shift beginning on one ca

calendar day but ending on another shall be deemed a shift performed on the beginning date.

Section 3. OVERTIME

Except for a regular work week scheduled second shift as set forth in Section 2, employees shall be paid at the rate of time and one half for all work performed beyond the eight (8) hour regular work day as set forth in Article IV, Section 1 and for all work on Saturdays and Sundays. Employees shall be paid at the double time rate for all work on the following holidays:

New Year's Day

Memorial Day

Fourth of July

Thanksgiving Day

Christmas Day

No work shall be performed on Labor Day.

Section 4. WORK DAY

All employees covered hereby shall be paid at hourly rates. It is the intention, however, that the employees must be kept through each regular work day of employment, except at the start and finish of a job, or when prevented by weather conditions, emergency lane closures, emergency security conditions or, with respect to work on New York City Transit Authority projects, emergency General Orders issued by the Authority that prevent work from being performed. Any employee put to work for two hours or more shall receive a minimum of eight hours pay. This provision does not apply to weekend work when overtime rates are paid.

Section 5. PAY DAY

Employees shall be paid by check weekly on the job on the same day of the week designated by the Employer as the regular payday at the start of the job. The name and address of the Employer shall appear on each pay check.

If the employees are not put to work on a normal payday due to the weather or other legitimate cause and are required to wait for their pay beyond 12:00 noon on that payday, they shall be paid an additional two (2) hours regular pay on their next payday. In the event that an employee is not present on such regular payday, then the Employer has the option of paying said employee by check on the next work day at which the employee is present without penalty of any kind.

If the employee's pay was not available on this regular payday by noon time and the employee has to come to work solely for the purpose of picking up pay, the employee shall be paid two (2) hours at the straight time rate.

If employees are compelled to go from the job to the office of their Employer for their pay, they shall be paid for the time consumed in doing so by the shortest possible route and by a regular public conveyance and also for the fare paid by them. If the employees are not paid by their Employers during the usual working hours, they shall receive an additional two hours pay.

All employers signatory to this Agreement shall maintain a bank account within the territorial jurisdiction of this Agreement for the purpose of meeting payroll obligations to bargaining unit employees.

Section 6. LAY OFF

Employees who quit work shall wait for their pay until the next regular payday. Employees discharged or laid off shall be paid in full on the job at the time of discharge or layoff or if they are required to go to the office of the Employer for their pay they shall be given a written statement of the pay due them which shall include one hour's pay in addition to the time worked

and which statement shall be given to the employee on the job. If an employee is discharged or laid off and is not paid, the employee shall receive waiting time until paid.

In any event, laid off employees shall finish their work day no later than 2:00 p.m. This rule shall apply only if the job and the Employer are located within the City of New York.

Section 7. COFFEE BREAK AND LUNCH – for purposes of PLA.

In a regular work day, all employees shall receive a 10-minute morning coffee break. All employees who work beyond the regular work day shall receive an additional 10-minute coffee break at some time during the overtime hours.

Section 8. SHOW UP TIME

If an employee is ordered to report to work and who, through no fault of the employee, weather permitting, is not put to work, the employee shall receive two hours pay at the straight time rate. When employees shall be required to go from yard to job or from job to job during their working hours, they shall be paid for the time consumed by them in doing so, plus any fares paid by them. In the event an employee's travel on an Employer's behalf extends the employee's work day beyond the regular work day (as defined in Article IV, Section 1) the employee shall be compensated at the rate of time and one half for wages and fringe benefit contributions for the time beyond the regular work day.

Section 9. EMPLOYEE EXPENSES

Any employee who spends the employee's own money to purchase any supplies

or other expenses in connection with the Employer's work shall be reimbursed for such expenditure providing the employee secured the Employer's knowledge and consent prior to such purchase.

Section 10. NEW YORK CITY EARNED SICK TIME ACT

The Parties hereby expressly waive city and state legislation regarding paid time off, including the New York City Earned Sick and Safe Time Act and any potential city, state, and/or federal legislation to guarantee a certain sick or vacation benefit to employees that exceeds or is different from the benefits provided in this Agreement. Further, the Parties agree and acknowledge that this Agreement provides paid time off benefits comparable to those provided by the New York City Earned Sick and Safe Time Act. The Parties also agree and acknowledge that this Agreement will provide paid time off benefits comparable to those provided by any new or potential city, state, and/or federal sick or vacation benefit legislation to employees covered by this Agreement. To the extent any new or potential sick or vacation benefit legislation does not permit the Parties to waive the legislation's provisions, the Parties agree to a limited reopener to discuss conforming this Agreement to the legislation in a manner that is cost-neutral to the Employers. If any of the waivers included in this paragraph are deemed ineffective or invalid (in whole or part) by a court or other body, or the waivers are ineffective or invalid for any other reason, the Parties agree to replace this paragraph with appropriate language to waive the provisions of the applicable legislation.

ARTICLE V

Section 1. TOOLS

The brush roller applicator and the mitt are tools of the trade and may be used at the discretion of the Employer

The use of wool mitts of reasonable size shall be permitted for painting cables and similar shapes on bridges as long as the employee are paid at the power tool rate, where necessary to minimize splattering of paint on cars using the roadways. The use of wool mitts of reasonable size shall be permitted on elevators at the regular rate.

Brushes shall not exceed 4½ inches in width nor more than 4½ inches if round or oval brushes are used on steel.

Cleaning materials, gloves and clothing shall be supplied by the Employer for work on special coatings in accordance with OSHA regulations.

Section 2. SPRAY GUNS AND POWER TOOLS

(A) Spray guns shall not be used without the consent of the Joint Trade Board in accordance with such regulations as the Joint Trade Board shall prescribe. Spray permits are to be agreed to by the Joint Trade Board prior to the Employer bidding on any job. There shall be no discrimination against any employee refusing to spray. Spraying without permit fines shall be as follows: \$2,000 first offense, \$4,000 second offense, \$6,000 third offense. Fines for violation of this section subsequent to the third offense shall be established by the Joint Trade Board. All employees on the job shall be paid \$6 per hour over the regular rate during time when spraying was being done without a required spray permit.

(B) Sandblasting or power tools may be used at the option of the Employer.

(C) Qualified journeymen or apprentices shall be employed whenever the Employer is sandblasting utilizing a compressor, sandblast pot or other related equipment.

(D) "Power Tool" shall be defined as needle guns, scalers, grinders, sand blasting, spraying and finger guns and any tool that is powered.

ARTICLE VI

Section 1. WORKING CONDITIONS

Until such time as changed by the Joint Trade Board the following conditions shall remain in effect:

(A) The Employer shall furnish fresh drinking water during working hours and shall supply a standard type commercial sanitary water container manufactured for that purpose which dispenses water through a spigot and also paper cups in a commercial cup dispenser.

(B) If five or more employees are employed on the job, they are to be provided with a suitable dry, watertight place in which to change their clothes, separate from the paint and tool shop. Each shanty shall be provided with benches with no less than three feet of wall space for each employee for proper dressing facilities and shall be raised sufficiently off the ground, to keep the floor dry. Heated dressing areas shall be provided during the winter period.

(C) The Employers shall furnish a sufficient supply of clean pails of water, soap powder and clean sterilized white rags and an adequate facility for washing. Ten minutes shall be allowed for washing, at the lunch period if the employees are brought in, and at quitting time. The Employers shall further provide all substances required for adequate cleaning

following employee exposure to lead, and any and all other hazardous materials and will provide adequate washing stations and showers in accordance with OSHA regulations.

(D) Each Employer shall supply burlap covering for scaffolds where necessary for safety.

(E) Employers shall provide adequate safety equipment and first aid kits. The names, addresses and telephone numbers of doctors available for first aid shall be posted on all jobs. The Employer shall comply with all State and Federal safety laws.

(F) Sanitary toilet facilities shall be available on all jobs.

(G) The Employer agrees to provide protective clothing when using substances designated by the Joint Trade Board as requiring such protective clothing.

(H) The labeling of original containers or materials to show the ingredients thereof, such as material safety data sheets, is favored.

(I) It shall be the duty of the Foreman to enforce the use of safety harnesses and to discharge any employee refusing to wear and properly use a safety harness where required by law or regulations.

(J) Employees who are under the influence of drugs or alcohol during working hours, or report in an intoxicated condition shall be summarily discharged. They shall only be paid for hours worked up to the time of discharge. Employees leaving the job without permission of the foreman shall be summarily discharged and only paid up to the time of discharge. In each instance, the facts should first be verified by the foreman and a witness who preferably should be the steward. In all cases the discharged employee may be paid by check through the mail within 10 days of the discharge.

(K) Employers are required to comply with all applicable Federal, State and local health and safety laws and regulations.

Section 2. MANDATORY TESTING

The parties agree that prior to beginning work for any employer, each Journeyman and apprentice will be required to be tested for blood lead level (BPL), pulmonary function, and zinc protoporphyrin (ZPP).

The complete lead assessment program for Local Union No. 806 painters covered by this Agreement will be set up and administered by the Promotional Fund and will be as set forth in the agreement with Clarity Testing Services, Inc. (CTS) or any successor chosen by the Promotional Fund. The Promotional Fund has contracted with CTS to conduct such assessments in accordance with applicable Federal, State and local laws and regulations. All employers will provide a suitable facility for testing at the job site.

ARTICLE VII

Section 1. SAVINGS CLAUSE

In case any provisions of this Agreement, or the attached working rules or of any decision or order of the Joint Trade Board hereunder shall be determined to be illegal and of no effect by a court of competent jurisdiction, such holding shall not invalidate such part or parts thereof not found to be illegal or of no effect, but such part or parts shall remain in full force and effect.

Section 2. EVASION OF STANDARDS

No Employer shall attempt to engage in any work covered by this Agreement through the use of any other business or corporation which the Employer or any of its principles own, control or significantly influences the policy of, except that Employers may use joint ventures with other Employers so long as the Union has been advised of such joint ventures prior to it beginning any work.

Section 3. DURATION

This Agreement supersedes and replaces any and all previous agreements between the parties and shall be effective October 1, 2019 and will continue in effect until September 30, 2024. Either party desiring to renew this Agreement in its present form or with changes or amendments, shall make such intention known in writing within ninety (90) days prior to termination of this Agreement. In the absence of such notice, the Agreement shall automatically renew for one additional year.

Nothing contained in this Agreement shall be interpreted to prevent discussions by the parties in order to modify this Agreement with respect to technological changes in the structural steel and bridge painting industry. The parties shall also have the right, with the approval and consent of the Trustees, and, with respect to the IUPAT Industry and National Pension Fund, the National Trustees, to modify the provisions of Article II, Sections 4 through 7, inclusive, as deemed prudent for the efficient operation of the various employee fringe benefit trust funds. Nothing contained in this paragraph, however, shall permit any Employer or the Association to alter or avoid paying wages or fringe benefit contributions or complying with any

provision set forth in this Agreement other than those regarding technological changes or trust fund administration as set forth in this Section.

Under no circumstances shall the parties agree to delete any provision of this Agreement that is mandatory as set forth in the IUPAT Constitution. In the event any such mandatory provision has been omitted or in the event the IUPAT creates additional mandatory provisions, such provisions shall be deemed incorporated into this Agreement without further negotiations, but in no event shall such added provisions change any of the economic terms of this agreement.

The within Agreement is hereby adopted and approved as of October 1, 2016 and shall continue in full force and effect until September 30, 2019.

**DISTRICT COUNCIL NO. 9,
INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, AFL-CIO, CLC**

By: _____
Joseph Azzopardi
Business Manager/Secretary-Treasurer

**NEW YORK STRUCTURAL STEEL PAINTING
CONTRACTORS ASSOCIATION, INC.**

By: _____
Kieran Ahern, President

COMPANY: _____

ADDRESS: _____

PHONE: (_____) _____ FAX: (_____) _____

By: _____
President, Principal or
Chief Operating Officer