

PAINTERS TRADE AGREEMENT

BETWEEN

EASTERN CONTRACTORS ASSOCIATION, INC

AND

DISTRICT COUNCIL 9

**INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, AFL - CIO**

FOR THE COUNTIES OF:

**ALBANY, CLINTON, ESSEX, FRANKLIN, FULTON,
HAMILTON, MONTGOMERY, RENSSELAER,
SARATOGA, SCHENECTADY, SCHOHARIE, WARREN,
AND WASHINGTON**

MAY 1, 2013 THROUGH APRIL 30, 2021

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PAINTERS TRADE AGREEMENT

Between
ECA, INC & DC 9

PREAMBLE

This AGREEMENT made and entered into this 1st day of May, 2013 and expiring April 30, 2021, 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 the Eastern Contractors Association, Inc., or the Employer:

Name: _____ Address: _____ State: _____ Zip Code: _____
hereinafter referred to as the “Employer”. Witness whereof, as follows:

WHEREAS, the parties hereto desire to establish terms and conditions upon which Journeypersons and Apprentice Painters, Wall Coverers, Drywall Finishers, Wood Finishers, Sandblasters, Skim coaters and Lead Abatement workers, shall work for members of the EMPLOYER, (it being agreed that the word “JOURNEYPERSON” means an experienced Painter, Wall Coverer, Drywall Finisher, Wood Finishers, Sandblaster, Skim coater, 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 agreement, recognizes District Council No. 9 as the sole and exclusive bargaining representative of all full-time and regular part-time employees employed on all present and future job sites within the craft jurisdiction of the union as described in the International Union Of Painters And Allied Trades General Constitution Section 6, issued January 1, 2000 and as amended. 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 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.

The UNION recognizes that the Eastern Contractors Association, Inc. (“the Association”) is the 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, with whom the Union negotiates.

Art. I, Sec. 2 - The Territorial Jurisdiction of this agreement shall be as follows: All of all of following counties: Fulton, Albany, Rensselaer, Saratoga, Schoharie, Schenectady, Montgomery, Essex, Hamilton, Warren, Washington, Franklin and Clinton.

Art. I, Sec. 3 - It is agreed that all Journeypersons and Apprentices, 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 and Apprentices who are members at the time of their employment herein under shall continuously remain members in good standing as a condition of employment.

Art. I, Sec. 4 - 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.

Art. I, Sec. 5 - In the employment of Journeypersons and Apprentices for all work covered by this agreement the following provisions shall govern:

5.1) The Union shall establish and maintain an open and non discriminatory employment list for employment of Journeypersons or apprentices previously employed by the Employer included in this Agreement and non-member workers who may make application for a place on the list.

5.2) Whenever desiring to employ Journeypersons and Apprentices, the Employer shall call upon the Union or its agent for any such Journeypersons and apprentices 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 and Apprentices needed by the Employer. An Employer must first employ one Journeyperson or Apprentice 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. New York State apprentice ratios shall be as follows: 1:1 thereafter 1:3.

Art. I, Sec. 6 - The Union or its Agent will furnish each such required workman entered on said list to the Employer and will furnish such Journeypersons from the Union open listing in the manner and order Following:

6.1) 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.

6.2) A Journeyperson who have been employed by the Employer within the unit covered by this Agreement during the previous ten (10) years.

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

Art. I, Sec. 7.1 - 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.

7.2) 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.

7.3) Journeypersons employed by the Employer who are within the jurisdiction of the 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.

7.4) All Journeypersons employed by the Employer for a period of seven (7) days continuously or accumulatively, within the unit covered by this Agreement shall as a condition of employment tender the full and uniform administrative fees in effect in the Union. All Journeypersons or apprentices accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular 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 or apprentice fails to tender the administration 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 Journeyman or apprentice 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.

7.5) In the event that the Union does not accept into membership any Journeymen tendering the administrative fee and regular Union fees the foregoing paragraph shall not be applicable, provided, however, that the Union may at any time thereafter decide to take such Journeyman into membership, in which case said Journeyman shall be required to tender the full and uniform administration fees in effect in the Union not later than seven (7) days following notification by the Union and shall thereafter be required to maintain his/her membership in accordance with the provisions of the foregoing paragraph. In the event that such Journeyman fails to comply with this paragraph, the Union shall notify the Employer in writing and the Employer shall discharge said Journeyman within forty-eight (48) hours.

7.6) 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.

7.7) All employees who are members of the Union at the time of the signing of this Agreement 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 this Agreement shall, following the seventh day of their employment or after the signing of this Agreement, become and remain members in good standing for the term of this Agreement, as a condition of employment.

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

Art. I, Sec. 8.1 - This Agreement shall embrace District Council No. 9 as the exclusive bargaining representative for and on behalf of, all the employees employed by the Employer wherever and whenever employed.

8.2) 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. There shall be full portability of manpower within the geographical jurisdiction of District Council 9.

8.3) "The Employer party hereto, when engaged in work outside the geographical jurisdiction of the Union party to this 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 employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. Fringe benefit contributions on behalf of such employees shall be made solely to their "home" funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the "away" or the "home" funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union

party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts. 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.”

8.4) When an Employer 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.

8.5) The Employer party hereto shall not attempt to engage in any work covered by this 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 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.

8.6) 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.

8.7) All charges of violations of section 8.6 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 or Arbitrator shall be able, at the request of the Union, to require the Employer to pay 1) to 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 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.

8.8) If after 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.

8.9) The employer shall report all jobs to the union no later than 48 hours before starting the work. The employer shall include the name of the job, job location, and general contractor, estimated length of work and estimated number of painters/tapers to be used.

Art. I, Sec. 9 - 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:

9.1) 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 air line 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.

9.2) All decorators, wall coverers, hardwood finishers, grainers, varnishers, enamelers, gilders, lead abatement and drywall finishers.

a) Wall coverers 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.

b) Wherever practical, they shall have control over the scrapping off of old paper, preparing of walls, etc., for wall coverers work.

c) The application of relief, stucco, plaster or decorative work shall not be considered wall coverers' work exclusively.

9.3) All Journeypersons and apprentices 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, the application of exterior insulating finishing systems 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, water blast, 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.

9.4) Tools and equipment: The operation and care of all tools and equipment used by all trades coming under the IUPAT'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.

9.5) 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 the IUPAT Constitution.

ARTICLE II WAGES

Art. II, Sec. 1 – ZONE 1

From May 1st, 2013 through April 30th, 2014 the rate of pay will be \$26.84 per hour

From May 1st, 2014 through April 30th, 2015 there will be an increase of \$1.35 to be distributed at the discretion of the union

From May 1st, 2015 through April 30th, 2016 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2016 through April 30th, 2017 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2017 through April 30th, 2018 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2018 through April 30th, 2019 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2019 through April 30th, 2020 there will be an increase of \$1.45 to be distributed at the discretion of the union

From May 1st, 2020 through April 30th, 2021 there will be an increase of \$1.50 to be distributed at the discretion of the union

ZONE 2

From May 1st, 2013 through April 30, 2014 the rate of pay will be \$26.69 per hour

From May 1st, 2014 through April 30th, 2015 there will be an increase of \$1.35 to be distributed at the discretion of the union

From May 1st, 2015 through April 30th, 2016 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2016 through April 30th, 2017 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2017 through April 30th, 2018 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2018 through April 30th, 2019 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2019 through April 30th, 2020 there will be an increase of \$1.45 to be distributed at the discretion of the union

From May 1st, 2020 through April 30th, 2021 there will be an increase of \$1.50 to be distributed at the discretion of the union

ZONE 3

From May 1st, 2013 through April 30, 2014 the rate of pay will be \$22.49 per hour

From May 1st, 2014 through April 30th, 2015 there will be an increase of \$1.35 to be distributed at the discretion of the union

From May 1st, 2015 through April 30th, 2016 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2016 through April 30th, 2017 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2017 through April 30th, 2018 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2018 through April 30th, 2019 there will be an increase of \$1.40 to be distributed at the discretion of the union

From May 1st, 2019 through April 30th, 2020 there will be an increase of \$1.45 to be distributed at the discretion of the union

From May 1st, 2020 through April 30th, 2021 there will be an increase of \$1.50 to be distributed at the discretion of the union

BRIDGE RATES

From May 1st, 2013 through April 30th, 2021 all wages and benefits will be paid as per the CBA between the Structural Steel and Bridge Painters of Greater New York DC 9 LU 806 and the New York Structural Steel Painting Contractors Association.

Art. II, Sec. 2 - Breakdown of increases for ZONES 1, 2, and 3

ZONE 1

May 1st, 2013 through April 30th, 2014 – HRA \$0.45, Pension \$0.75, IUPAT Apprentice Training \$0.10,

From May 1st, 2014 through April 30th, 2021, breakdown to be determined at the discretion of the union

ZONE 2

May 1st, 2013 through April 30th, 2014 - \$0.60 wages, \$0.05 HRA, Pension \$0.30, Annuity \$0.30, IUPAT Apprentice Training \$0.05,

From May 1st, 2013 through April 30th, 2014 breakdown to be determined at the discretion of the union

ZONE 3

May 1st, 2013 through April 30th, 2014 - \$0.49 wages, HRA \$0.25 Pension, \$0.21 Annuity \$0.25, IUPAT Apprentice Training \$0.10

From May 1st, 2013 through April 30th, 2014 breakdown to be determined at the discretion of the union

Art. II, Sec. 3 - All overtime work shall be paid at the rate of time and one half (1 1/2) of the regular scale.

Art. II, Sec. 4.1 - Shift Work: (2nd Shift only) 2nd shift work provisions shall be applicable if the employee works at such shift for 5 or more consecutive regular workdays (not Saturday, Sundays or holidays).

Art. II, Sec. 4.2 - Painters Art. II, Sec. 4.2 - Flexible start times will be from 6am to 9am. The normal work day or first shift shall consist of eight (8) hours plus one-half (1/2) hour unpaid for lunch. Any work after 8 hours per day Monday through Friday constitutes overtime at 1 1/2. When multiple shifts or a singular irregular shift is required by the contracting agency or bid specification starting after 2:30 pm it shall be considered shift work and will consist of 8 hours for 8 hours pay plus a 1/2 hour unpaid lunch period. This work shall be no more than 8 hours within any 24-hour period and shall carry a job classification of \$1.00 per hour over the applicable rate, with the following exceptions:

- a) Providing the General Contractor of the customer request work be done at night, due to circumstances beyond the control of the employer, and the request is made after the job starts, the rate shall be the same as the day rate, or if the Contractor supplies the Union with a letter or documentation from the customer, before the project is awarded, explaining that the work must be done on off shift hours the \$1.00 per hour over the applicable rate will not apply. Variations in hours of work or in days of work cannot be changed unless mutually agreed upon the parties hereto.
- b) Employees shall have the right to refuse any shift work with no prejudice. Any employee working more than 8 hours during any 24-hour period shall be paid time and one half the additional hours.
- c) Shift Work: When multiple shifts or a singular irregular shift is required by the contracting agency or bid specification, such work shall consist of 40 hours divided into 5 work days from Monday to Friday inclusive of 8 hours each, in a twenty-four-hour period at regular wage rate.
- d) Any employer considering shift work as described in Article II, Sec. 4 shall provide written notification to the Union of the starting date and time and again at job completion.

Art. II, Sec. 5.1 - "All work performed on bridges and tanks, as defined below, will be paid at the established Structural Steel and Bridge Painters of Greater New York, District Council 9 International Union of Painters and Allied Trades, AFL-CIO, and the Structural Steel Painting Contractors Association Inc. of Greater New York current collective bargaining agreement; Bridge Work is defined as:

- a) All coatings on used on bridges no matter how there applied
- b) All painting or coating and cleaning work in subways, between the end of one platform to the near end of the platform of the next station, and all work on elevated train structures and station platforms.

c) The cleaning, painting/coatings of all elevated tank work erected in connection with structural steel work. The painting/coating and cleaning of all other ground level tanks and stacks not erected in connection with structural steel work and regardless of whether the same be new construction or repairing work. Use of tools on this work will be in accordance with the International Tank Agreement.

d) All paint coatings, stains or clear sealers on cement columns and cement piers on bridges and elevated highways. There shall be no restriction with respect to this work on the use of tools.

e) 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, heaters, decon trailers, wash sinks, man lifts, fork lifts, tuggers and winces, lights and light towers, water blast recovery units and al other equipment used in conjunction with the performance of this work.

f) The collection, sweeping, clearing, packaging, and storing of the sand and any other hazardous or non-hazardous waste residue generated in the performances of work.

g) All material (including but not limited to, plywood, wood, Plexiglas, pipe, framed scaffold, etc.) used for paint/coating and maintaining structural steel and bridges, which have to be contained in boxes, cans, etc, and all cleaning, shall be done by this union.

h) Erection, maintenance, disassembly, transportation, and relocation of containment structures used for the purpose of removing lead bearing or other hazardous or objectionable coating materials, preparing the underlying surfaces for coating, and for the containment of the coating application.

i) 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 too classifiers, dust collectors, vacuum systems, pressure vassals, steel grit recovery units, separatrators, lead waste vacuum trucks, heaters, decon trailers, wash sinks, man lifts, fork lifts, tuggers and winches, lights and 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.

Art. II, Sec. 6 - All employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at current structural steel rate. Structural steel is defined as any steel where a man is required to work without the support of solid scaffolding or mechanical lifts, excluding bridges.

Article II, Sec. 7 - The Employer shall designate a worker as Foreman to be appointed when there are five (5) Painters/Tapers working for the Employer on the job. He or she shall receive Foreman's pay at (\$1.00) one dollar per hour above the applicable rate. No worker shall perform the duties of Foreman without receiving the appropriate compensation. A Foreman is an employee who relays orders from the Employer to other Painters/Tapers on the job with duties that may include layout work, immediate job related decisions, time keeping and ordering of materials.

Art. II, Sec. 8 - Apprentices' rate of wages shall be as follows: Art. II, Sec. 16 for Bridges and Art. II, Sec. 17 for Zones 1, 2 and 3.

Art. II, Sec. 9 - Any employee laid off on a job must be notified prior to quitting time and receive wages for all work performed on or before the next regular payday.

Art. II, Sec. 10 - The Employer will pay two hours a day for every day a Journeyperson or apprentice has to wait for wages when laid off on any regular payday.

Art. II, Sec. 11 - 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 the Employer 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 Memorandum of Understanding, which would provide for alternate wage rates and conditions on a targeted job basis. The Union shall provide the Association with written notification of all modifications on the project.

Art. II, Sec. 12 – Both parties agree to form a Labor- Management Committee made up of at least two (2) representatives from each side. The committee will endeavor to meet twice a year to discuss new ideas and methods that are needed to ensure our future prosperity.

MAY 1, 2019 – APRIL 31, 2020

Art. II, Sec. 13 - WAGE AND FRINGE BENEFITS, ZONE 1& 2

**For: Albany, Montgomery, Rensselaer, Schoharie,
Schenectady, Saratoga, Fulton, Washington, Warren, Hamilton, Essex**

WAGES - ZONE 1& 2

5/1/2019 – 4/30/2020

PAINTER \ WALL COVER	\$29.09
DRYWALL FINISHERS	\$29.09
SPRAY RATE	\$29.09
FOREMAN	ADD \$1.00
STRUCTURAL STEEL	ADD \$1.00
SHIFT WORK	ADD \$1.00
LEAD ABATEMENT WORK	\$30.09

District Council No.9 Check off as per Article V

FRINGE BENEFITS - ZONE 1& 2

5/01/2019 – 4/30/2020

HRA	\$6.40
Pension Fund	\$6.60
IUPAT Annuity	\$3.15
DC 9 JATF / FTI	\$0.50
LMCI/LMB	\$0.10
CIAP/FCA	<u>\$0.31</u>
Total Fringes	\$17.06
TOTAL BASE PACKAGE	\$46.15

***** Deduct 4.5% Dues Check off on Gross Wages and \$0.05 per hour PAC ***
*** and \$0.15 per hour O/MA – Organizing/Marketing Account *****

****See Attachment A Page 43 of CBA *****

**ALL APPRENTICES ARE TO RECEIVE FULL BENEFITS
MAY 1, 2019 – APRIL 31, 2020**

**Art. II, Sec. 15 - WAGE AND FRINGE BENEFITS, ZONE 3
For: Clinton and Franklin**

WAGES - ZONE 3

5/1/2019 – 4/30/2020

PAINTER \ WALL COVER	\$29.09
DRYWALL FINISHERS	\$29.09
SPRAY RATE	\$29.09
FOREMAN	ADD \$1.00
STRUCTURAL STEEL	ADD \$1.00
SHIFT WORK	ADD \$1.00
LEAD ABATEMENT WORK	\$30.09

District Council No.9 Check off as per Article V

FRINGE BENEFITS - ZONE 3

5/1/2019 – 4/30/2020

HRA	\$5.00
Pension	\$5.90
Annuity	\$4.05
DC 9 JATF/ FTI	\$0.50
LMCI	\$0.10
CIAP/FCA	<u>\$0.31</u>
Total Fringes	\$15.86
 TOTAL BASE PACKAGE	 \$44.95

***** Deduct 4.5% Dues Check off on Gross Wages and \$0.05 per hour PAC ***
*** and \$015 per hour O/MA – Organizing/Marketing Account ***
****See Attachment A Page 43 of CBA *******

ALL APPRENTICES ARE TO RECEIVE FULL BENEFITS

Article II, Section 16 - BRIDGE WAGE AND BENEFITS - ALL ZONES

a) As per Art. II, Sec. 5.1 - All work performed on bridges will be paid at the established Structural Steel and Bridge Painters of Greater New York, District Council No. 9 International Union of Painters and Allied Trades, AFL-CIO, CLC, and the Structural Steel Painting Contractors Association Inc. of Greater New York current collective bargaining agreement.

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.

<u>Effective Wages</u>	<u>10/1/18 – 9/30/18</u>
(a) Journeyman	\$49.50
(b) Foreman hours 1-7 \$56.57 8 Hours + \$74.25	
(b) Power Tool/Spray Rate	<u>\$6.00 per hour above the hourly rate, straight time or overtime.</u>

	<u>10/1/18 – 9/30/18</u>
	<u>AMOUNT</u>
Health & Welfare	\$11.50
Annuity	\$13.95
Vacation	\$6.38
Pension	\$9.50
Apprentice & Promotion Fund	<u>\$1.70</u>
	Total Benefits \$43.03
<u>TOTALS</u>	\$92.53 on base w/o PT Rate or Foreman

*Pension payments will be made on actual hours worked.

**Effective 10/1/11 a pension contribution of .25 per hour will be made for all 1st year apprentice after they have worked at least ninety (90) days.

Dues Check-Off Pursuant to Article I, Section 16

Note (1) \$.10 cents per hour will be forwarded from the Promotion and Apprentice contribution to the International Union of Painters and Allied Trades Finishing Trades Institute (“I.U.P.A.T.F.T.I.”).

Note (2) \$.05 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Labor-Management Cooperation Initiative (“LMCI”).

Note (3) \$.10 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 (“F.T.I.N.Y.”) from the Promotion and Apprentice contribution

Note (5) \$1.00 per hour will be forwarded to the New York Structural Steel Painting Contractors Industry Promotion Fund (NYSSPCIPF)

All benefits to be remitted on Structural Steel and Bridge Painter's LU 806 Remittance forms

b) GUARANTEED BENEFITS

(A) During the periods May 1 to 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 but excluding pension fund contributions (see Article II, Section 5A) will be paid on the basis of a guaranteed 40 hour work week regardless of the actual number of hours worked.

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.

(C) BRIDGE 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. 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.

(D) 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.

Article II, Section 17 - APPRENTICE RATES

1) APPRENTICE RATES – ALL ZONES

1st 1000 Hours.....45%,	2nd 1000 Hours.....50%,	3rd 1000 Hours.....60%
4th 1000 Hours.....70%,	5th 1000 Hours.....80%,	6th 1000 Hours.....90%

2) Bridge 1st 40% 2nd 60% 3rd 80% 4th 100%

ALL APPRENTICES ARE TO RECEIVE FULL BENEFITS.

**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 6:00 am through 9:00 a.m. to 12:00 noon and from 12:30 p.m. to 2:30 or 5:30 p.m. All overtime charged at rate of time and one half (1 1/2).

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 written notification to the Union prior to commencement of work.

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-hour 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 day shall notify Journeypersons and apprentices 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 time and one half (1-1/2) if worked: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day. If the holiday falls on a Sunday, it shall be observed on Monday."

Art. III, Sec. 9 - A make-up day is permitted on the Saturday (with written notification of the area Business Representative) provided it is in the same week as the lost day. A make-up day is defined as a day lost to inclement weather or other act not within the control of the employer. However an employee shall not be required to work a make-up day and may not be laid-off in the event he elects not to. Start and finishing hours may be varied upon permission from the area Business Representative. Overtime shall be paid in excess of eight (8) hours in a (24) twenty-four-hour period and fringe benefits shall be calculated on hours worked. No make-up day will be permitted when a day is lost to the holidays agreed upon in Article III, Section 8. If a member is asked to work on the Saturday following the stated holidays they shall be paid all hours worked at the overtime rate. [THERE IS NO MAKE-UP DAY FOR BRIDGE WORK AND TANKS]

Art. III, Sec. 10 - If a Journeyperson or apprentice is required to use his or her own vehicle to travel greater than thirty (30) miles outside of his or her home zone, he or she shall be compensated the IRS Allowable Rate (calculated on May 1 each year) per mile one way for each mile greater than thirty (30) miles outside his or her home zone.

Art. III, Sec. 11 - A Journeyperson going out of town over night shall receive sleeping accommodations and meals shall be provided.

Art III, Sec. 12 - "To the extent permitted by law, the work week may be four days in duration (Mon.-Thurs.) with each day consisting of ten (10) hours work at the straight-time rate. Any work performed outside these limits would be at the appropriate overtime rate. It is the intent of the parties that a 4-10s schedule shall be for a minimum of four (4) days in a row. Where a 4-10s schedule is worked, Friday shall be allowed as a make-up day at the straight-time rate."

ARTICLE IV STEWARDS

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

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.

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

ARTICLE V CHECK-OFF OF ADMINISTRATIVE DUES

Art. V, Sec. 1 – Dues - Check-Off System – The Employer hereby agrees to "check-off" from the gross taxable wages, defined herein as total wages, 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.

Art. V, Sec. 2 - Administration of Dues Check-off - Upon receipt of payment from the Employer, the board of trustees of the Painting Industry Insurance Fund (P.I.I.F.) shall remit to the Union the entire amount of administrative dues collected by the Trustees for the previous pay period, together with a list of employees for which dues have been received, covered hereby, and the number of hours worked by each during the applicable period. The Trustees' responsibility hereunder is limited solely to facilitating the collection and remission of such amounts to the Union.

Art. V, Sec. 3 - "Executed copies of Dues Check Off Authorization Forms will be kept on file by the Union, with a copy provided to the Employer upon request." (see attachment A)

Art. V, Sec. 4 - Employer Obligations - The obligations of the Employer under Sec. 1 shall only be as to Employees who have voluntarily signed a valid dues deduction and authorization card as referred to in Sec. 3 herein.

Art. V, Sec. 5 - Liability of the Trustees and Cost of Administration – Article V of this Agreement is only for the convenience of the Union in order to better facilitate the collection of union administrative dues with Employer fringe benefit contributions. Neither the Boards of Trustees of any benefit fund to which contributions are due under this Agreement, nor any of such funds' fiduciaries nor such funds will incur any liability for any failure to collect any union administrative dues. For its services, the Union hereby agrees to reimburse the Painting Industry Insurance Funds (as applicable) for all reasonable costs of administration of the Union's check-off of administrative dues, and to indemnify and hold harmless the Funds' Trustees and/or the other fiduciaries and or the Funds against any and all claims, demands, suits and liabilities that may arise out of such administration.

ARTICLE VI POLITICAL ACTION TOGETHER FUND

Art. VI, Sec. 1 - The Employer agrees to deduct from employee wages ten cents (0.10) per hour. This ten (0.10) cents per hour is to be contributed to the IUPAT Political Action Together Fund. The Employer hereby agrees to honor authorizations for check-off of political contributions from all employees who are Union members on forms provided by the Union.

Art. VI, Sec. 2 - Executed copies of PAC authorization cards will be kept on file by the Union, with a copy provided to the Employer upon request." (see attachment A)

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 Employer, 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 Agreement. The Union agrees to issue a public statement condemning any unauthorized work stoppage and also agrees to notify its members of any job where such conditions prevail within 24 hours after notice of dispute. Employees covered by this 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 this Agreement has the right to withdraw employees subject to this Agreement whenever the Employer party to this 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 - The Employer agrees there shall be no lockouts or any other method used to prevent fulfillment of all provisions of this Agreement.

Art. VII, Sec. 6 - 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 as defined in this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

Art. VII, Sec. 7 - 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 party is a party to a Collective Bargaining Agreement with this Union or another union affiliated with the IUPAT.

Art. VII, Sec. 8.1 - In the event the Employer sub-contracts any job-site work covered by this Agreement, he shall be a guarantor on performance by the sub-contractor of all terms and conditions of said sub-contractor's agreement with the Union or, in the absence of such an agreement of all the terms and conditions of this Agreement. In that event, the Employer shall be liable to the Union and/or any applicable benefit fund for any act or omission of the sub-contractor which in any way departs from or is inconsistent with the terms and conditions of said contractors' agreement with the Union or, in the absence of such an agreement of all the terms and conditions of this Agreement.

Art. VII, Sec. 8.2 - The obligations contained in paragraph 8.1 above shall not be applicable if the signatory employer:

- a) Provides written notice to District Council No. 9 prior to any payment by the signatory employer to the sub-contractor (i) stating its intention to remit such payment to the sub-contractor and (ii) requesting confirmation from District Council No. 9 that District Council No. 9 has no claims for unpaid wages or fringe benefits due from the sub-contractor for the time period encompassing the signatory employer's proposed payment to the subcontractor; and
- b) In the event District Council No. 9 has such claims, withholds the proposed payment until such time as the signatory employer receives written conformation that the sub-contractor has satisfied District Council No. 9's claims.

ARTICLE VIII JOINT TRADE BOARD

Art. VIII, Sec. 1 - Joint Trade Board:

- 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 Eastern Contractors Association, Inc. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Eastern Contractors Association, Inc. 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 disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.

d) The Chairman or Secretary may call meetings 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.

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 chairman 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. The CIAP shall pay the cost of the arbitrator.

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

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 this 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 its members 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.

n) The Joint Trade Board is not authorized to resolve delinquency claims on behalf of the fringe benefit funds.

ARTICLE IX GENERAL PROVISIONS

Art. IX, Sec. 1 - Business Representative's Responsibilities; Among other things specified in the IUPAT Constitution, it shall be the job of the Business Representative to visit all job sites at the starting of construction of each 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 promote to builders the awarding of work covered by this Agreement to Employers who are signatory to an Agreement from this or any other Local Union, or District Council that has a signed agreement within the IUPAT.

Art. IX, Sec. 2 - The Business Representative or any authorized representative of the Union shall be permitted to inspect all jobs and visit all jobs in the performance of their duties, as allowed by the owner of the project. Failure on the part of the Employer 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, 2008 to and including April 30, 2013 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, either party hereto, on thirty (30) days notice, shall have to 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 IUPAT General Executive Board, subject to the provision that nothing contained herein shall be interpreted or applied in violation of any applicable State or Federal Law and with the understanding that the international union 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.

Art. IX, Sec. 8 - The Union favors the Employer's efforts to maintain a drug and alcohol free workplace.

Art. IX, Sec. 9 - The Finishing Trades Institute shall continue to reimburse any Employer covered by this Agreement for fit testing and physicals. The Finishing Trades Institute shall reimburse the Employer the cost if

any, any recognized training course completed by a member, with a passing grade, which is directly related to any facet of our trade, subject to the approval of The Finishing Trades Institute Trustees. The parties shall jointly ensure that all journey persons and apprentices shall be provided with the following minimum training and certifications during the term of this Agreement: OSHA 10 hour course, 4 hour scaffold user/ fall protection, and 4 hour Power lift safety. Additional training required for all journeyman by 7/01/09; lead awareness; JLG; OSHA 10; Fit Test; Fall Protection and Confined Space

Art. IX, Sec. 10 - No party to this Agreement shall discriminate against any employee with respect to employment by reason of union membership or race, creed, color, sex, age, national origin, or any other characteristics protected by law.

ARTICLE X EMPLOYER'S INSURANCE

Art. X, Sec.1 - All Employers are required to carry all insurance required under State and/or Federal laws. All Employers are required to keep on file with the Union, a Certificate of Worker's Compensation Insurance. The Employer, upon signing this Agreement, shall file with the Union the name of the company or companies carrying the workers' compensation, liability, and any other insurance coverage and in addition, the social security, federal and state unemployment disability benefits, and the tax numbers assigned to the Employer. The Union will be advised of any changes or transfers in insurance or accounts numbers.

With respect to worker's compensation, the parties have adopted the ECA/Basic Trades Workers' Compensation Program (See Appendix 1).

ARTICLE XI FRINGE BENEFIT CONTRIBUTIONS

Art. XI, Sec. 1 - The Boards of Trustees of the various benefit funds shall administer benefit contributions paid by the Employer for work located within the Territorial Jurisdiction of this Agreement. The Employer obligates itself to make the prescribed contributions to the following funds for the life of this Agreement in the manner and amounts as set forth herein.

Art. XI, Sec. 2 - The Employer shall make contributions as defined in this Agreement, for each hour worked by its employees, covered under such Agreement, except where contribution amounts are based upon the amount of gross wages paid to an employee. In such a case, gross wages shall be defined as set forth in subsection (A) herein.

A) Gross Wages - "Gross Wages" and "Gross Wages Payable" as used in this Agreement shall mean and include whichever of the two definitions below may be greater.

- 1) The actual total gross earnings of the Employer's employees covered by this Agreement, or
- 2) A gross estimated wage figure, subject to readjustment as hereinafter provided, equivalent to two (2) times the Employer's cost of all materials used by him during the fiscal accounting period, as finally computed and assessed at the close thereof. After review by the auditors and Trustees of the present industry wage costs, and upon their recommendation, the above-stipulated formula may be adjusted

Art. XI, Sec. 3 - Trust Administration

a) Contributions - Through the life of this agreement and all renewals and/or extensions thereof, the EMPLOYER shall pay on behalf of the benefit funds listed below (as applicable) (hereinafter collectively referred to as the "Funds") under Agreements and Declarations of Trust (and all the rules and regulations of the Funds promulgated pursuant thereto) heretofore and hereafter created, as thereafter amended from time to time, and as shall be amended hereafter, the terms and provisions of which are herein specifically incorporated by

reference, contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Agreement for all employees covered under this Agreement employed by the Employer for each pay period immediately preceding, and to be bound by and to said Agreements and Declarations of Trust, as though he had actually signed the same.

Such contributions shall be deposited in the following trust funds, and administered as set forth hereafter:

- 1) International Union of Painters and Allied Trades Industry Pension Fund (for Pension and Annuity Plan in counties in Zone 1, as defined herein, and for Pension and Annuity Plan in counties in Zone 3, as defined herein) ART. XV;
- 2) Glens Falls Painters Pension Fund (in counties in Zone 2, as defined herein) ART XII;
- 3) Painting Industry Annuity Fund (in counties in Zone 2, as defined herein) ART. XVIII;
- 4) Painting Industry Insurance Fund (in all Zones, as defined herein) ART. XIX;
- 5) District Council No. 9 Finishing Trades Institute of New York and International Union of Painters Allied Trades Finishing Trades Institute (in all Zones, as defined herein) ART. XIII;
- 6) International Union of Painters and Allied Trades Labor Management Cooperation Initiative (in all Zones, as defined herein) ART. XIV;
- 7) International Union of Painters Allied Trades Political Action Together - Political Committee (in all Zones, as defined herein) ART. VI;
- 8) Dues Check-off (in all Zones, as defined herein) ART. V;
- 9) Construction Industry Advancement Program (in all Zones, as defined herein) ART. XVI.

b) Administration of Contributions - The Boards of Trustees of each Fund shall administer and expend said contributions pursuant to the aforesaid Agreements and Declarations of Trust and this Agreement, and shall have the authority to increase or decrease any benefits payable there under in their sole and absolute discretion, and as they may determine from time to time.

c) Employer Withholding Obligation - The Employer hereby agrees to withhold all taxes, benefit contributions and check-off from each employee and to remit it to the Funds as set forth herein.

d) HRA - In recognition of the importance of making available health insurance benefits to all employees covered under this Agreement, the Union and the Employer agrees to establish a tax-free health Reimbursement Account as proposed by Painters District Council No. 9. The tax-free Health Reimbursement Account Plan, plan providers, and/or subcontractors shall be chosen by the Negotiating Parties. The PIIAF will be the point of collection for contributions. The Union supports the appointment of two (2) ECA appointed Trustees to the PIIAF.

Art. XI - Sec 4 - Wages, Fringe Benefits, Hours, Travel Subsistence and Working Conditions - "Wages, Fringe Benefits, Hours, Travel Subsistence and Working Conditions - The Employer when working in the jurisdiction of the District Council or Local Union affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC, where the projects are located, shall, with respect to employees hired from within said jurisdiction, make contributions on behalf of such employees to all pension, health, welfare, apprenticeship and training, and other fringe benefit funds provided for in the Collective Bargaining Agreement currently in effect

between said District Council or Local Union and area contractors. For all employees the Employer brings into said area, the Employer shall make such contributions to their "home" fringe benefit funds as are provided for in the Collective Bargaining Agreement of the employees' "home area" District Council or Local Union. Fringe benefit contributions on behalf of such employees shall be made solely to their "home" funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the "away" or the "home" funds, if any, shall be paid to the employees as additional wages. For the foregoing purpose, the Employer hereby:"

- a) Agrees that such contributions shall be made at the rate, in the manner and under the terms and conditions specified in the applicable Collective Bargaining Agreement;
- b) Agrees that where the International Union of Painters and Allied Trades Union and Industry Pension Fund is applicable, contributions shall be made in the manner and under the terms and conditions specified in the Standard Form of Participation Agreement issued by the Trustees of said Fund;
- c) Binds itself to all Trust Agreements or other Trust Documents establishing said fringe benefit funds;
- d) Irrevocably designated as its Representative on the Board of Trustees of said Funds, such Trustees as are presently serving pursuant to said Trust Agreements or other Trust Documents as Employer Trustees, together with their successors selected in the manner provided in said Trust Agreements or other Trust Document; and
- e) Agrees to be bound by all actions by said Trustees pursuant to the said Trust Agreement or other Trust Documents.

Art. XI, Sec. 5 - Enforcement / Payments

a) All fringe benefit contributions shall be made at such times and in such manner as the Boards of Trustees of the Funds shall prescribe in accordance with the applicable Trust Agreement, as amended from time to time. Unless otherwise specified by such Trustees, contributions shall be required to be made no later than the fifteenth day of the calendar month following the month for which such contributions are required to be made. The Employer agrees that the Trustees shall have the authority to have an independent certified public accountant audit the payroll, wages, cash disbursement records and general ledger of the Employer for the purpose of determining the accuracy of such contributions.

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

c) Fringe benefit 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.

d) The failure of an Employer to make fringe benefit contributions as provided for in this Article and other provisions of this Agreement related to fringe benefits shall be attributed to any officer, stockholder, partner or proprietor in actual control of said Employer, and execution of this Trade Agreement by any such person shall bind said person individually to the terms and conditions set forth herein. A default in payment of any fringe benefit contributions due pursuant to this Article and any other provision of this Agreement related to fringe benefits shall follow said officer, stockholder, partner, and / or proprietor into any succeeding enterprise entered into by said person. Where the Board of Trustees of a Fund determines that an Employer is being operated in the name of a nominee, successor entity or alter ego of an individual actually controlling the Employer, the Trustees may consider any default of the obligations set forth in such Articles to be the default of said controlling individual.

- e) The EMPLOYER shall pay the required fringe benefit contributions subject to the Agreement as follows:

ZONE 1& 2 LOCAL 201 IUPAT PENSION PARTICIPANTS

One (1) check payable to the IUPAT Industry Pension Fund for payment of contributions to:

- (1) The International Union of Painters and Allied Trades Industry Pension Fund (for Pension and Annuity Plans);

One (1) check payable to the Painting Industry Insurance Fund for payment of contributions to:

- (1) Painting Industry Insurance Fund;
- (2) IUPAT Labor Management Cooperation Initiative;
- (3) IUPAT Political Action Together;
- (4) District Council No. 9 Finishing Trades Institute of New York and International Union of Painters Allied Trades Finishing Trades Institute;
- (5) Dues Check-off;
- (6) Construction Industry Advancement Program.

ZONE 2 FOR 466 FUND PARTICIPANTS ONLY

One (1) check payable to the Painting Industry Insurance Fund for payment of contributions to:

- (1) Painting Industry Annuity Fund;
- (2) Painting Industry Insurance Fund;
- (3) District Council No. 9 Finishing Trades Institute of New York and International Union of Painters Allied Trades Finishing Trades Institute;
- (4) IUPAT Labor Management Cooperation Initiative;
- (5) IUPAT Political Action Together;
- (6) Dues Check-off;
- (7) Construction Industry Advancement Program.

One (1) check to the Glens Falls National Bank for payment of contributions to:

- (1) Glens Falls Painters Pension Fund

ZONE 3

One (1) check payable to the IUPAT Industry Pension Fund for payment of contributions to:

- (1) The International Union of Painters and Allied Trades Industry Pension Fund (for Pension and Annuity Plans);

One (1) check payable to the Painting Industry Insurance Fund for payment of contributions to:

- (1) Painting Industry Insurance Fund;
- (2) District Council No. 9 Finishing Trades Institute of New York and International Union of Painters Allied Trades Finishing Trades Institute;
- (3) IUPAT Labor Management Cooperation Initiative;
- (4) IUPAT Political Action Together;
- (5) Dues Check off;
- (6) Construction Industry Advancement Program.

f) The required fringe benefit contributions provided herein constitute a consideration for making of this Agreement and are of its very essence. Failure by the Employer to pay to the Funds amounts due under this Agreement shall be deemed a breach of this Agreement, and thereupon a termination notice shall be served by the Funds upon the Union. In such event, the Union must enforce the foregoing and following provisions relating to payment to the Trustees. In the event an Employer fails to make the required payments or reports for more than (48) forty-eight hours after such notice of termination, the Union must order its journeypersons and

apprentices to cease work until all required payments and/or reports have been rendered. Such Employer must pay all such Journeypersons and apprentices for all time lost, not to exceed one (1) week's wages per Employee.

g) In addition to the rights set forth elsewhere in this Agreement, if the Employer fails to make contributions to the Funds when required, the Union and/or the Funds shall have the right to take whatever steps are necessary to secure compliance with this Agreement and, any other provisions hereof to the contrary notwithstanding, the Employer shall be liable to the Funds for all costs of collection of the payments due, together with accountants' and attorneys' fees, court costs, interest, and liquidated damages as may be assessed by the Trustees. The Employer's liability to the Funds 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.

h) Trust Fund Hearing - Employer Request – Should the Employer, after an audit held by the Boards of Trustees of the Funds, be subject to an assessment of additional fringe benefit contributions, the Employer shall be entitled, on request, to a hearing before the Trustees or a subcommittee thereof. At such hearing, the Employer shall be given an opportunity to present all available facts, and shall be subject to open examination thereon, so that the Employer may establish an actual lower direct labor cost such that a readjustment of the basis for the calculation of the fringe benefit contributions due to the Funds is warranted. At such hearing, the Trustees shall consider the recommendation of the Funds' auditors and any proof that the Employer may offer. If the Employer's right to a readjustment is proven, the Trustees shall remit any excess fringe benefit contributions to the Employer. The decision of the Trustees, after such hearing, shall be final and binding.

i) Failure to Request a Hearing – 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 Trustees, to request in writing a hearing before them as provided in the preceding section h, the Employer shall be deemed conclusively to have consented thereto, with no further recourse.

Art. XI, Sec. 6 - One Check System; The parties will review a one check system in one year.

Art. XI, Sec. 7 - Subject to the approval of the Board of Trustees of the P.I.I.F., the Union supports the Association's effort to obtain representation on the P.I.I.F. Board of Trustees.

ARTICLE XII GLENS FALLS PAINTERS PENSION FUND

Art. XII, Sec. 1 - Glens Falls Painters Pension Fund. This Section applies only with respect to work performed in the counties in Zone 2.

a) It is anticipated that the Glens Falls Painters Pension Fund will merge with the I.U.P.A.T. Industry Pension Fund. Upon such merger, the Glens Falls Painters Pension Fund shall be administered by the I.U.P.A.T. Industry Pension Fund pursuant to the rules, regulations and procedures I.U.P.A.T. Industry Pension Fund, and the Employer obligates itself to make all contributions required to be made to the Glens Falls Painters Pension Fund to the I.U.P.A.T. Industry Pension Fund in the manner and amounts as set forth herein. Upon merger, such contributions shall be remitted to and administered by the Painting Industry Insurance Fund and the enforcement provisions of Article XI shall be applicable to such contributions. Until such time, contributions will be remitted in accordance with subsection (b).

b) Except as provided in (a), payment of contributions to the Glens Falls Painters Pension Fund shall be made by a second check to the Glens Falls National Bank.

ARTICLE XIII
APPRENTICESHIP AND TRAINING
DISTRICT COUNCIL 9 FINISHING TRADES INSTITUTE OF NEW YORK AND
THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES FINISHING TRADES
INSTITUTE

Art. XIII. Sec. 1 - This Article applies with respect to work performed in the counties in all zones, as defined herein. This Agreement between the Employer(s) and Union parties to this Agreement regarding payments to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT, FTI) and the District Council 9 Finishing Trades Institute of New York is as follows:

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 of 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, as amended thereafter from time to time.

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, as amended thereafter from time to time.

The parties hereto further agree to be bound by all of 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, as amended thereafter from time to time.

Art. XIII. Sec. 2 - Apprentices Regulations

a) All apprentices shall be indentured for a four-year apprenticeship. After the fourth year such apprentice shall be considered a full-fledged JOURNEYPERSON and shall receive full Journeypersons wages provided the apprentice complied with the rules of the Joint Trade Apprentice Committee.

b) The Employer shall not require that an Apprentice work any evening when the Apprentice is required to attend Apprentice Training School unless the Employer has received permission in advance from the Apprentice Training Coordinator.

c) Apprentice Ratio - For the term of this Agreement, the rate of apprentices to JOURNEYPERSONS, based on all members (employees) working in the shop, must be maintained at the ratio in accordance with the requirements promulgated by the New York State Department of Labor.

d) Violations - Upon the failure of the Employer to comply with the terms of subsection (c) and the apprentice wage and fringe benefit requirements of this Agreement, the Joint Trade Apprentice Committee after due notice to Employer, shall designate the appropriate number of apprentices to be employed in the shop.

**ARTICLE XIV
IUPAT LABOR MANAGEMENT COOPERATION INITIATIVE**

Art. XIV, Sec. 1 - For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the I.U.P.A.T. Labor Management Cooperation Initiative (“IUPAT LMCI”) for each employee covered by this Agreement, as follows:

a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of 0.10 cents to the I.U.P.A.T. – L.M.C.I. as per Article II sections 13, 14 and 15.

b) The Employer and Union agree to be bound by and to the Agreements and Declarations of Trust, and/or Bylaws, as amended thereafter from time to time, establishing the IUPAT LMCI.

Art. XIV, Sec. 2 - The Employer hereby irrevocably designates as its representatives on the Boards of Trustees of the I.U.P.A.T. – L.M.C.I. such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Union hereby irrevocably designates as its representatives on the Boards of Trustees of the I.U.P.A.T. - L.M.C.I. such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors.

**ARTICLE XV
THE IUPAT INDUSTRY PENSION FUND**

Art. XV, Sec. 1 - This Article applies only with respect to work performed in the counties in Zone 1 and Zone 3, as defined herein.

a) For the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Industry Pension Fund (Annuity Plan and Pension Plan) 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 this Agreement, which shall be allocated to the Pension and Annuity Plans; as per the schedule in Article II section 13 for Zone 1 and Article II section 15 for Zone 3.

c) The payments to the Pension and Annuity Fund required above, should be made to the IUPAT Industry Pension Fund, which were established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to such Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

Art. XV, 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 Union 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 Union Trustees, together with their successors.

Art. XV, 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. XV, Sec. 4 - The Pension Plan and the 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 IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

ARTICLE XVI CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

Art. XVI, Section 1 - CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

a) Whereas; recognizing the need for providing a means whereby Employers can facilitate and supplement the financing of their activities, which include but are not limited to public relations, public education as applied to the construction industry, expenses incurred in the promotion and stability of relations between labor and management, maintaining facilities and paying costs of arbitration and adjustments of grievances and other activity engaged in from time to time such as promotion of legitimate markets, standardization of contracts and research, it is mutually agreed by both parties to this Agreement that at no time shall any of these funds be used to support any anti-labor legislation, maintain a lawsuit against any local union of its international body or pay any salaries or expenses of any employee or employer who is promoting non-union conditions or subsidizes any employer during a strike or lockout.

In the interest of providing a means whereby employers may avail themselves of the combined efforts in securing for themselves and their employees just and honorable dealings with the public they serve:

The Employer shall pay to the Industry Fund of the Eastern Contractors Association, Inc. (the "Industry Fund") an amount equal to one percent (1%) of the basic hourly wage rate set forth in Section 14 of Article II of the Agreement between Eastern Contractors Association, Inc. and District Council No. 9, IUPAT, AFL-CIO, per hour paid per employee covered by the terms of this Agreement. Said sums are to be paid to the Industry Fund to be used for the above-mentioned purposes. Payments to the Industry Fund shall be included in the fringe benefit receipt coupon where applicable. All others shall make payments through the monthly report forms of the Painting Industry Insurance Fund. The Painting Industry Insurance Fund shall remit to the Industry Fund all contributions received on behalf of such Industry Fund.

b) The Employer shall during the term of this Agreement on or before the fifteenth day following the end of each month pay the Painting Industry Insurance Fund on behalf of the Industry Fund the total sum of the Industry Fund contributions due as defined in this Agreement. The Painting Industry Insurance Fund shall during the term of this Agreement on or before the thirtieth day following the end of each month (or as soon as practicable thereafter) remit to the Industry Fund all amounts collected on behalf of the Industry Fund with copies of report forms for contributing employers.

Notwithstanding any other provision contained in this Agreement, the parties agree that any employer who becomes delinquent in the payment of contributions to the Industry Fund after notice has been served on such delinquent employer shall be liable for such penalties and remedies and subject to such procedures as provided for by the various fringe benefit Funds for delinquent employers, or shall be liable for not only the amount of contributions due but in addition thereto, interest, costs and fees of the amount of the delinquency if auditing procedures are necessary to ascertain the amount of the delinquency. The failure of any employer to make any timely and proper contributions and remittances to the Industry Fund shall not relieve any other employer from making such payments.

The books and records of each Employer pertinent to the employment of employees covered by this Agreement shall be made available at all reasonable times for inspection and audit by a licensed CPA employed by the Industry Fund, including, without limitation, payroll sheets, W-2 forms, New York State employment vouchers, and any other pertinent items concerning payrolls. Inspections shall be restricted to a verification of payments made and/or due to the Industry Fund. Costs of such inspection shall be borne by the Industry Fund except in cases where an employer is delinquent in making contributions in which case the delinquent employer shall bear the cost of inspection and audit in proportion to the amount of the delinquency found.

c) This Article is solely for the convenience of the Association in order to better facilitate the collection of Industry Fund contributions concurrently with collecting fringe benefit contributions. Neither the Boards of Trustees of any benefit fund to which contributions are due under this Agreement, nor any of such funds' fiduciaries nor such funds nor the Union nor its agents will incur any liability for any failure to collect any Industry Fund contributions. For its services, the Association hereby agrees to reimburse the Painting Industry Insurance Fund for all reasonable costs of administration of the Industry Fund contributions and shall hold harmless the Funds, their Trustees and/or other fiduciaries, and the Union and its agents against any and all claims, demands, suits and liabilities that may arise out of such administration. It is specifically understood and agreed by the parties to this Agreement that the Union does not have any involvement whatsoever with the establishment and administration of the Industry Fund.

ARTICLE XVII ASSOCIATION SECURITY

Art. XVII, Sec. 1 - The Union recognizes Eastern Contractors Association, Inc. as the exclusive bargaining representative of all its employer members of Eastern Contractors Association, Inc.

Art. XVII, Sec. 2 - The Association represents that it is duly authorized by its designated members hiring painters and allied trades to enter into this collective bargaining agreement, that in so doing the Association is authorized to bind such Employer members to this Agreement through to the terms and conditions of membership in the Association, that such designating Employer members shall continue to be bound by the terms or shall upon admission to the Association after the date of execution of this Agreement agree to bound by that date forward by all of the terms and conditions of this Agreement.

Art. XVII, Sec. 3 - Subject to any applicable legal restrictions, there shall be one bargaining unit for all employers bound by this Agreement for the territorial and trade jurisdictions covered herein including any individual employers who are not designating members of Eastern Contractors Association, Inc. but who sign this Agreement or agree to be bound to it. The management party, Eastern Contractors Association, Inc., hereto shall be considered the sole bargaining unit.

Art. XVII, Sec. 4 - No modification, variation or waiver of any terms or provision herein shall be valid unless agreed upon in writing by both the Association and the Union. The Union will furnish the Association with a list of all signatory employers as of the date of this Agreement and all additional employers subsequently signed, within ninety (90) days of signature. Such notice shall contain the name of the Employer, contact person, address, telephone number, and fax number.

Art. XVII, Sec. 5 - The Painters District Council No. 9 will furnish Eastern Contractors Association, Inc. with a copy of all Painters District Council No. 9 agreements within ninety (90) days of the effective date of this Agreement. Further, Painters District Council No. 9 will furnish Eastern Contractors Association, Inc. with a copy of each new agreement as signed.

**ARTICLE XVIII
PAINTING INDUSTRY ANNUITY FUND**

Art. XVIII, Sec. 1 - CONTRIBUTIONS:

a) For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painting Industry Annuity Fund under an Agreement and Declaration of Trust dated May 28, 1969, as amended thereafter from time to time, and as shall be amended hereafter, the terms and provisions of which are herein specifically incorporated by reference, contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Agreement, and to be bound by and to said Agreement and Declaration of Trust as though he had actually signed the same.

b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the Painting Industry annuity 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 said Agreement and Declaration of Trust.

c) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Painting Industry annuity 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 said Agreement and Declaration of Trust.

**ARTICLE XIX
PAINTING INDUSTRY INSURANCE FUND**

Art. XIX, Sec. 1 - CONTRIBUTIONS:

a) For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painting Industry Insurance Fund under an Agreement and Declaration of Trust, dated May 28, 1969, as amended thereafter from time to time, and as shall be amended hereafter, the terms and provisions of which are herein specifically incorporated by reference, contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Agreement, and to be bound by and to said Agreement and Declaration of Trust as though he had actually signed the same.

b) The Employers hereby irrevocably designates as its representatives on the Board of Trustees of the Painting Industry 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 said Agreement and Declaration and Trust.

c) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Painting Industry 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 said Agreement and Declaration and Trust.

d) Subject to the approval of the Board of Trustees of the PIIAF, the Union supports the negotiators efforts to obtain representation on the PIIAF Board of Trustees.

Section 2. "Patient Protection and Affordable Care Act - Should the health insurance provisions contained in this Agreement and/or the Health and Welfare Trust's plan design cause the Employer to become subject to a penalty, fine, or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the Union and the Employer will immediately meet to discuss a solution that does not increase the total cost to the Employer. Further, should health and welfare coverage options become available

through a legislative and/or government sponsored program such as a health insurance exchange, and such coverage is more economical than that which can be offered by the Health and Welfare Trust, either party may request in writing, and the other party shall agree, to meet in good faith within 30 days of the written request to review and consider changes to the agreement that would accommodate the use of such program as a supplement to or replacement for the current Health and Welfare Trust.”

ARTICLE XX DURATION OF AGREEMENT

Art. XX, Sec. 1 - The term of this Agreement shall be for the period commencing May 1st, 2013 and ending April 30th, 2021.

ARTICLE XXI SAVINGS CLAUSE

Art. XXI, Sec. 1 - In the event there is a change in the State or Federal Laws, which affect any of the terms of this Agreement, the terms of this Agreement shall be automatically modified or stricken in accordance with the change of the State or Federal Law as of the effective date of the said change. The modification or changes in the Federal or State Law shall not affect the validity of the balance of this Agreement, which is not in conflict with the change. Furthermore, any provision of this Agreement which provides for union security or employment in a manner and to any extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible then any such provision shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws concerning the expansion or enlargement of union security, they shall automatically be incorporated into the terms and conditions of this Agreement and become effective during the remainder of the term of this Agreement. In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE XXII ENTIRE AGREEMENT CLAUSE

Art. XXII, Sec. 1 - This Agreement represents the entire agreement of the parties, it being understood that there is no other agreement or understanding, either oral or written. The Employer understands that the Union pursuant to both the National Labor Relations Act, as amended and the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. Except as stated otherwise herein, such rules and regulations, whether contained in a bylaw, constitution or otherwise, shall have no effect, directly or indirectly, upon this Agreement or the relationship between the parties.

Art. XXII, Sec. 2 - Any modifications or revisions to this Agreement made by mutual consent of the Employer and the Union will be applicable to both parties.

**ARTICLE XXIII
PARTIES TO THE AGREEMENT**

In witness whereof, the parties hereto have caused this Trade Agreement to be signed by their respective officers the day and year first above mentioned.

District Council 9 of New York, International Union of Painters and Allied Trades, AFL-CIO

BY:

/s/ Joseph Ramaglia
Business Manager/Secretary-Treasurer

/s/ Tony Speziale
Union Chairman, Negotiating Committee

Eastern Contractors Association, Inc.

BY:

/s/ Jeff Jordon
Chairman, Negotiating Committee

/s/ Todd G. Helfrich
Managing Director

Additional Eastern Contractors Association, Inc. members or designees; Signature and Name of Company or Corporation;

Name of Company (Print) _____

Address of Company (Print) _____

Telephone: _____ Fax: _____

SIGNED on this _____ day of _____ 20 ____

By: _____
Signature Title

Name of Signatory (Print) _____

**ARTICLE XXIV
NON-ASSOCIATION SIGNATURE PAGE**

Contractors not members of the Eastern Contractors Association, Inc. shall be required to sign the following agreement.

IT IS HEREWITH AGREED the undersigned Employer and the Union recognize that the collective bargaining unit covered by this Agreement is a single multi-employer bargaining unit consisting of Employers represented by the Association that is bound to this Agreement, as well as the undersigned Employer and any individual Employers who are not members of the Association but who sign the Agreement or agree to be bound to it. The undersigned Employer agrees that by agreeing to the Agreement, it thereby becomes a member of the multi-employer bargaining unit, irrespective of whether it joins the employer association that is party to this Agreement. The undersigned Employer further agrees that it shall be bound by any future collective bargaining agreements and/or modifications, renewal or revisions of the Agreement negotiated between the Employers and the Union for this multi-employer bargaining unit. This is a delegation of bargaining authority by the undersigned Employer to the employer representative association for this bargaining unit and it is intended thereby that the undersigned be bound by the group rather than individual bargaining action.

IT IS HEREWITH AGREED that all terms and conditions in the Agreement attached hereto and effective May 1, 2019 and thereafter as herein before specified and by the Painters District Council No. 9 including trade rules of the District Council are applicable to and are binding upon the contractor (Employer) whose signature is affixed hereto.

WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal 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, 2019 and thereafter as herein before specified are applicable to and are binding upon the Employer named below:

NAME OF COMPANY (Print)

I do hereby acknowledge that I have received a copy of the current Collective Bargaining Agreement between the Eastern Contractors Association, Inc. and the International Union of Painters and Allied Trades, District Council No.9, and agree for and on 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

Name of Signatory (Print) _____

SIGNED AS INDIVIDUAL GUARANTOR AND AS EMPLOYER UNDER ERISA

Name of Company (Print) _____

Address of Company (Print) _____

Telephone: _____ Fax: _____

Federal Identification No. _____

N.Y. State Unemployment Insurance No. _____

Compensation Insurance Policy No. _____

FOR District Council 9: _____

Joseph Azzopardi
Business Manager/Secretary Treasurer

**Eastern Contractors Association, Inc and District Council 9, IUPAT, AFL-CIO
for the counties of Albany, Montgomery, Rensselaer, Schoharie, Schenectady, Saratoga, Washington, Fulton,
Warren, Hamilton, Essex, Clinton and Franklin.**

APPENDIX 1

WORKERS' COMPENSATION ALTERNATIVE DISPUTES RESOLUTION ADDENDUM

AGREEMENT PREAMBLE

This Agreement is made and entered into the 28th day of February, 1996 by and between Eastern Contractors Association, Inc. (hereinafter referred to as the Association) and International Union of Bricklayers and Allied Craftsmen (Local Nos. 2, 8, 11, and 45), United Brotherhood of Carpenters and Joiners of America (Local No. 370), International Association of Bridge, Structural and Ornamental Iron Workers (Local No. 12), Laborers' International Union of North America (Local Nos. 157 and 190), International Union of Operating Engineers (Local No. 106) and International Brotherhood of Teamsters (Local No. 294) and other Unions electing to participate (hereinafter referred to as the Unions) and is an Addendum to the Building; Heavy & Highway (Bricklayers and Allied Craftsmen); and Tile, Marble and Terrazzo Finishers and Workers (Bricklayers and Allied Craftsmen) collective bargaining agreements and successor collective bargaining agreements between the Association and the Unions.

**ARTICLE I
PURPOSE**

It is the intent of this Agreement to provide employees who incur injuries or suffer occupational diseases as defined under the New York Workers' Compensation Law (hereinafter referred to as the Law) with improved access to high quality medical care, and to reduce the number and severity of disputes and provide an efficient and effective method for dealing with disputes resulting from such injuries and diseases by utilizing the provisions of subdivision 2-C of Section 25 of the Law to establish a system of medical care delivery and dispute prevention and resolution which will be used by all employees covered by this Agreement.

**ARTICLE II
SCOPE OF AGREEMENT**

a) This Agreement shall apply only to an Employer that is signatory to at least one (1) of the collective bargaining agreements between the Association and the Unions listed above in Article I and that chooses to participate in this Agreement and to its employees who are covered under such agreements. The Employer shall serve written notification on the Association, the Union representing the Employer's employees and on Ulico Casualty Company (hereinafter referred to as the Prime Carrier) of the Employer's application to participate in this Agreement. Initial and continuing participation shall be subject to the approval of the Joint Labor-Management Oversight Committee.

An Employer insured with a workers' compensation carrier other than the Prime Carrier or a self-insured Employer must demonstrate that it will be able to provide claims management, medical management and program representative services consistent with this Agreement and satisfactory to the Oversight Committee and the Prime Carrier and must agree to pay the applicable costs for dispute resolution services, medical network operation and other related program expenses.

In accordance with Rule 314.2(c), any participating Employers who are insured by a carrier other than Ulico, Inc. (the "Prime Carrier") shall provide the WCB with a statement signed by their insurance carrier expressing the carriers' consent to the workers' compensation claims provisions contained in the Agreement. Participating Employers who do not contract with an insurance carrier shall submit proof of self-insurance on WCB form SI - 12.

The Prime Carrier or other participating carrier or self-insured Employer, as appropriate, shall provide prompt written notification of the Employers who elect to utilize the provisions of the alternative disputes resolution Agreement and an estimate of the numbers of employees thereby bound to the alternative dispute resolution process to the WCB.

b) This Agreement shall apply only to workers' compensation claims for compensable injuries and occupational diseases, as defined by the Law, sustained by employees of the Employer covered by this Agreement, during their employment by the Employer, on or after the effective date of this Agreement, irrespective of the date of the claim. This Agreement shall not be construed to modify the provisions of the Labor law nor shall it in any way modify claimant's rights to commence action based upon negligence, violations of Labor Law, violations of OSHA or otherwise against any third party.

c) This Agreement shall remain in effect for not less than one (1) year from the date of its execution. Thereafter, it shall continue and remain in force during the full term of the collective bargaining agreements to which it is an Addendum, subject to the termination notification requirements set forth in those agreements. Upon termination of coverage of this Agreement with respect to an individual employee or to all employees of an Employer, unless this Agreement or the underlying collective bargaining agreements are being renegotiated, the Employer and the employee(s) shall become fully subject to the provisions of the Law to the same extent as they were prior to the implementation of this Agreement, provided, however, that any claim arising from an accident or illness sustained on or before the date of termination of coverage of this Agreement shall continue to be covered by the terms of this Agreement for a period of two (2) years and further provided that when a claim has been adjudicated under this Agreement, the Employer and the claimant shall be estopped from raising identical issues before the Workers' Compensation Board. On termination of the Agreement, copies of all records related to claims adjudicated under the Agreement shall be transferred by the responsible carrier to the Workers' Compensation Board. This Agreement shall not remain in effect beyond December 31, 2005 unless authorized by Law.

d) This Agreement represents the complete understanding of the parties with regard to the subject matter dealt with herein.

e) In any instance of conflict, the provisions of this Agreement shall take precedence over provisions of the Law, so far as permitted by the provisions of subdivision 2-C of Section 25 of the Law.

f) This Agreement shall not be construed to modify the provisions of the Law related to notice, claim filing, first report of injury, notification of controversy, notification of the cessation of benefits, payment of benefits, payment of attorney or licensed representative fees or any other provision of the Law or its supporting case law, except as specifically set forth in this Agreement.

g) Notwithstanding any other provision of this Agreement, it is hereby agreed that for other than office or clerical employees, that no employee not covered under a collective bargaining agreement with at least one (1) of the signatory Unions shall be covered under this alternative dispute resolution agreement, nor shall be permitted coverage under the alternative dispute resolution for resolution of claims. Any party that fails to file for arbitration within thirty (30) calendar days after the completion of the mediation process as provided above shall forfeit its right to arbitrate under the terms of this Agreement. This provision shall not be in effect unless authorized by Law.

ARTICLE III AUTHORIZED MEDICAL PROVIDERS

a) All medical and hospital services required by employees subject to this Agreement as the result of compensable injury or occupational disease, shall be furnished by health care providers and facilities negotiated by the parties to this Agreement, hereinafter referred to as authorized providers. A list of the authorized

providers shall be made available to all employees subject to this Agreement. The list can be changed any time by mutual agreement of the parties to this Agreement. All authorized providers, other than health care facilities, shall be board certified in their respective specialties. The parties to this Agreement may agree on a case-by-case basis to permit a board eligible health care provider to act as an authorized provider as permitted by WCB.

b) In case of emergency when no authorized provider is available, the employee may seek treatment from a health care provider or facility not otherwise authorized by this Agreement, to provide treatment during the emergency. Responsibility for treatment shall be transferred to an authorized provider as soon as possible, consistent with sound medical practices.

c) After selecting an authorized provider to furnish treatment, an employee may change once to another authorized provider. When referred by the authorized provider to another provider in a particular specialty, the employee may also change once to another authorized provider in such specialty. Additional changes will be made only with the agreement of the Employer.

d) Neither the Association, the Employer nor the Union(s) shall be responsible for the cost of medical services furnished by a health care professional or facility not authorized pursuant to this Agreement.

e) The list of authorized providers shall contain sufficient numbers of providers for each of the specialties which the parties to this Agreement believe are required to respond to the needs of employees subject to this Agreement. In the event that an authorized provider furnishing treatment to an employee determines that consultation or treatment is necessary from a specialty for which no authorized provider has been selected through this Agreement, or in the event that distance makes it impractical for treatment from the authorized provider, the authorized provider shall select the additional specialist or the additional provider who offers treatment at a practical distance for the employee.

f) All prescription medicines required by employees subject to this Agreement as a result of injury or occupational disease shall be furnished by the Employer through a prescription medicine provider agreed to by the parties to this Agreement. This prescription medicine may be provided by the prescription medicine provider.

g) Either the Employer or the employee may request a second opinion from an authorized provider regarding diagnosis, treatment, evaluation or related issue. A third opinion may be requested through the mediator or arbitrator if the first two do not agree.

h) Both the Employer and the employee shall be bound by the opinions and recommendations of the authorized providers selected in accordance with this Agreement. In the event of disagreement with an authorized provider's findings or opinions, the sole recourse shall be to obtain a second opinion from another authorized provider and to present the opinions through the dispute prevention and resolution procedures established in this Agreement.

i) The parties to this Agreement agree that it is in their mutual best interest to establish a schedule limiting the fees which the authorized providers may charge for providing documents and narrative reports, and will work with the authorized providers to establish such a schedule.

j) If the underlying compensability of a claim is being controverted by the Employer, the employee is not bound by this Article pending the resolution of the controversy. Any issue of compensability shall be resolved under ARTICLE 1 of this Appendix. If the claim is found to be compensable, the Employer will be responsible for payment of the health care rendered to the employee, at the applicable fee schedule.

**ARTICLE IV
DISPUTE PREVENTION AND RESOLUTION**

a) The dispute prevention and resolution program will consist of three components:

Program Representative
Mediation
Arbitration

b) This program shall be used in place of and to the exclusion of the New York State Workers' Compensation Board (WCB) conciliation, hearing and review processes. Any request made to the WCB for conciliation, hearing or review of any claim subject to this Agreement will immediately be referred by the WCB to the program established by this Agreement.

c) The Program Representative, mediator(s) and the arbitrator(s) will be selected through negotiation among the parties to this Agreement and will be paid by the Employer, except that the costs for those employers insured by the Prime Carrier will be paid by the Prime Carrier. All individuals considered for mediator or arbitrator shall disclose to the Joint Labor-Management Oversight Committee any current or previous employment or affiliation by the Prime Carrier or any other carrier participating in this Agreement.

d) An employee covered by this Agreement who believes that he/she is not receiving workers' compensation benefits to which he/she is entitled, including medical and hospital services, shall notify the Program Representative. If the issue cannot be resolved to the satisfaction of the employee within five (5) working days, the employee may apply for mediation. The parties may extend the five (5) working day period by mutual agreement. No issue will proceed to mediation without first being presented to the Program Representative. The response of the Program Representative to the employee shall be explained in terms, which are readily understandable, by the employee. The Program Representative will maintain a log recording all activity, including the date of each notification and the date of each response.

e) Application for mediation shall be made not more than sixty (60) calendar days after the Program Representative has responded to the employee's notification. Any application for mediation shall immediately be assigned to a mediator selected under this Agreement. The mediator will contact the parties to the dispute, including the Employer insurance carrier, and take whatever steps the mediator deems reasonable to bring the dispute to an agreed conclusion. The Joint Labor-Management Oversight Committee will determine the rules by which mediations are conducted.

f) Mediation shall be completed in not more than fourteen (14) calendar days from the date of referral, except that in no event shall an issue be permitted to proceed beyond mediation until and unless the moving party cooperates with the mediator and the mediation process. The Employer agrees to cooperate fully in the dispute resolution process and to provide all relevant documents requested by the employee, the mediator or the arbitrator.

g) Within thirty (30) calendar days after the completion of the mediation process, any party not satisfied with the outcome may file with the mediator a request that the matter be referred for arbitration. Upon receipt of such a request, the mediator shall immediately refer the matter to an arbitrator agreed to by the parties to this Agreement for arbitration. The arbitration date will be set with sufficient advance notice to permit the parties to retain and/or consult with legal counsel.

h) Arbitration will be conducted pursuant to the rules of the American Arbitration Association, using an arbitrator agreed to by the parties to this Agreement. Unless the parties to the matter otherwise agree, arbitration proceedings shall be completed within thirty (30) calendar days after referral, and an arbitration decision rendered within ten (10) calendar days of the completion of the proceedings.

i) No written or oral offer, finding or recommendation made during the mediation process by any party or mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties.

j) The mediator or arbitrator may in his/her or he/she sole discretion appoint an authorized health care provider to assist in the resolution of any medical issue, the cost to be paid by the Employer.

k) Either party to a claim may obtain representation by an attorney or licensed representative at any time. The attorney(s) or licensed representative(s) will be paid under the same circumstances and in the same manner and amounts as provided for under the Law. Neither party will be permitted to be represented by legal counsel at mediation. The fact that the representative of the employee, the Employer or the Employer's workers' compensation insurance carrier's has had legal training or is a licensed attorney shall not bar such person from participating in mediation unless he or she seeks to participate on the basis of a lawyer-client relationship. All communication between the mediator and the parties shall be directly with the parties (unless precluded by language or disability) and not through legal counsel.

l) Determination and/or approval of attorneys'/licensed representatives' fees, approval of agreements and other similar actions required under the Law to be performed by a referee or a Board Member shall be the responsibility of the mediator or arbitrator. The arbitrator shall also have the authority to enforce the penalty provisions contained in Section 25 (2)(a), (2)(c), and (3)(c) of the Law with regard to only those penalties paid to the employee.

m) The decision and award of the Arbitrator shall be final, except as provided for in paragraph D of subdivision 2-C of Section 25 of the Law.

n) Any party to a claim may refuse once a mediator or arbitrator named to resolve the claim. The refusal shall be in writing and shall be made within two (2) working days of party receiving the name of the mediator or arbitrator assigned to the claim. A party to a claim may only exercise this option once at the mediation step and once at the arbitration step.

ARTICLE V

JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE

a) The Association and the Unions establish a Joint Labor-Management Oversight Committee to represent their respective interests in the administration of this Program. The Committee's Labor membership shall consist of one (1) designated representative from each of the unions set forth in Article I. The Management membership shall consist of an equal number of representatives designated by the Association from participating employers. The Oversight Committee shall designate six (6) members, three (3) Labor and three (3) Management, to serve as a Working Group with authority to act at the direction of the entire Joint Labor-Management Oversight Committee. The Prime Carrier shall serve as a non-voting, ex officio member of both the Joint Labor-Management Oversight Committee and the subsidiary Working Group. The Joint Labor-Management Oversight Committee shall operate on a consensus basis.

The Program Coordinator will be an Association staff member and will serve as Chair of meetings of the Joint Labor Management Oversight Committee and the Working Group.

a) The Joint Labor-Management Oversight Committee shall take all actions required to implement the letter and intent of this Agreement, including, but not limited to, the selection of Program Representative, mediator(s), arbitrator(s), network providers and medical providers. Additionally, the Joint Labor-Management Oversight Committee shall receive reports, both in written and oral forms, from the Prime Carrier and any other participating carrier and the Working Group, shall receive complaints and investigate and respond appropriately, and shall respond to requests for systemic information whenever practicable. Accordingly, the

parties hereto consent to the agreements, decision and other actions taken by the Joint Labor-Management Oversight Committee and the Working Group consistent with this Agreement and the exigencies of operating the program for the benefit of the Employees and the Employers.

ARTICLE VI MISCELLANEOUS ISSUES

a) All payments required to be made by the Employer pursuant to this Agreement shall, in accordance with the Law, be made by its workers' compensation carrier. Similarly, all actions required by the Law to be undertaken by the insurance carrier rather than the employer shall be performed by the Employer's workers' compensation insurance carrier.

b) The Employer shall take whatever steps are necessary to insure that an Employer representative is available to fulfill the Employers' obligations until all claims subject to this Agreement are resolved.

c) If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement than can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

d) If any other contractor association and its representative union(s) wish to participate in the Program established under this Agreement, they may apply to the Joint Labor-Management Oversight Committee established in Article V. If approved for participation, the association and the union(s) may be entitled to name only one (1) additional Management member and only one (1) additional Union member, respectively, to serve on the Joint Labor-Management Oversight Committee.

e) It is expressly agreed and understood that under no circumstances shall the Association(s) or the Union(s) signatory hereto become liable for providing any workers' compensation benefits by virtue of their participation in this Agreement, including but not limited to the payment of claims, related costs or the provision of services.

f) In a contested claim if the employee prevails at the arbitration step the Prime Carrier or any other participating carrier shall pay the attorney's/licensed representatives' fees of the employee's attorney in addition to any award made to the employee.

g) The parties agree to review the workers' compensation cost savings obtained by Employers participating in this Agreement with the goal of sharing a portion of those savings after an increase in competitiveness, if any, with the Unions. The threshold for determining increased competitiveness through workers' compensation cost savings shall be the Prime Carrier or any other participating insurer establishing rates, dividends, and premiums equivalent to the most competitive available from a commercial carrier, State Insurance Fund, or Safety Group outside this Agreement. After reaching the threshold for determining increased competitiveness, a portion of those workers' compensation cost savings will be shared through supplementing the statutory benefits or some other formula as determined by the parties and the Prime Carrier and other participating insurers.

The Prime Carrier and any other participating insurer will observe the reporting requirements in Article V b of this Agreement. At least one (1) written report will be provided prior to the first of the expirations of the current collective bargaining agreements between the Association and the Unions on April 30, 1997 (Bricklayers and Allied Craftsmen Local No. 2 - Building, Carpenters Local No. 370, Iron Workers Local No. 12, Laborers' Local No. 157 & 190, International Union Operating Engineers Local No. 106, Brotherhood of Teamsters Local No. 294), May 31, 1997 (Bricklayers and Allied Craftsmen Locals Nos. 2, 8, 11, 45), and May 31, 1997 (Bricklayers and Allied Craftsmen - Tile, Marble and Terrazzo Finishers and Workers), respectively.

The Association and the Unions will endeavor together to explore the development of additional or enhanced features by the Prime Carrier and any other participating carrier for inclusion in this Agreement.

h) MULTIPLE EMPLOYER CLAIMS. Medical care that is the responsibility of the current Employer and the collectively bargained program will be furnished through the program's medical network. If the claim involves a medical condition for which the employee was previously treated, and the prior treating physician is not a member of the program medical network, the physician will, at the claimant's written request to the Program Representative, immediately be put through the credentialing process and after successful completion added to the program medical network. If an issue arises involving only the current Employer, it will be dealt with through the Agreements alternative disputes resolution process. If an issue arises that involves the current Employer and a prior Employer who is not party to the Agreement, it will be dealt with through the WCB process. If an issue arises that involves the current Employer and a prior Employer who is party to the Agreement, it will be dealt with through the Agreement alternative dispute resolution process.

i) The parties agree that safety is of the greatest importance in the prevention of injuries in workers' compensation. The Association and the Prime Carrier and other participating insurers will develop a Safety Recognition Program including Employer and employee awards. The Employers and the Unions agree to promote safety and undertake any safety recommendations made by the Prime Carrier and other participating insurers.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year set forth, in the City of Albany, County of Albany, and State of New York.

ACCEPTED FOR THE UNIONS for and on behalf of the signatory Unions:

International Union of Bricklayers and Allied Craftsmen
(Local No. 2)
Garry Hamlin, President

International Union of Bricklayers and Allied Craftsmen
(Local No. 8)
Mark Babbage, President

International Union of Bricklayers and Allied Craftsmen
(Local No. 11)
Steve Remington, Business Manager

International Union of Bricklayers and Allied Craftsmen
(Local No. 45)
William R. Wright Jr., Business Manager

United Brotherhood of Carpenters and Joiners of America
(Local No. 370)
Kevin Hicks, Senior Council Representative

International Association of Bridge, Structural and
Ornamental Iron Workers
(Local No. 12)

Laborers' International Union of North America
(Local No. 157)
Robert L. Pollard, Business Manager

Michael Burns, Business Manager
Laborers' International Union of North America
(Local No. 190)
Samuel M. Fresina, Business Manager

International Union of Operating Engineers
(Local No. 106)
Gene Messercola, Business Manager/President

International Brotherhood of Teamsters
(Local No. 294)
Howard Bennett, President

ACCEPTED FOR THE ASSOCIATION for and on behalf of the signatory Employers:

Charles McGrath
J.D. Gilbert
Vic Mion Jr.
Toni Cristo
Wayne Brownell

Tom Murray
John Di Guilio
David Rubin
Bruce Hodgkins
Walt Gould

ACCEPTED FOR ULICO CASUALTY COMPANY:

Todd Rowland

ATTACHMENT A

***DISTRICT COUNCIL NO. 9
EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION FORM***

Employee Name: _____ **SSN:** _____

Deduction Effective Date: _____

I authorize any IUPAT signatory employers to deduct the following Payroll Deductions:

- Working Dues Assessment % Gross Wages as per DC 9 By-Laws
- PAC / OM \$0.10 per hour
- Other _____ \$ _____

I agree that my gross pay will be reduced by the amount of my deduction as checked and indicated above. In the event of a deduction change during the year, my employer is authorized to deduct the new amount from my pay.

This form shall be deemed to continue in force year to year until till such time it is revoked in writing.

Employee Signature: _____ **Date:** _____