

# MARKET RECOVERY AND OTHER RELIEF AGREEMENT

between

District Council No. 9, International Union of Painters and  
Allied Trades, AFL-CIO

and

The Association of Master Painters and Decorators of New  
York, Inc.

May 1, 2024

through

April 30, 2028

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This Market Recovery and Other Relief Agreement (the "Agreement"), effective May 1, 2024 through April 30, 2028, by and between The Association of Master Painters and Decorators of New York, Inc. referred to as the "Association," and District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO (hereinafter designated as the "Union") witnesseth as follows:

Whereas, the Parties hereto desire to establish wages and other terms and conditions of employment upon which Journeypersons shall work for Employers (it being agreed that the word "Journeyperson" shall mean an experienced painter, wallcoverer, drywall finisher (where applicable), lead abatement worker, skim coater, decorator, or preparatory plasterer (referred to jointly herein as the "Trades") or one who has completed an approved apprenticeship program. This Agreement is also intended to provide wages, terms and conditions of employment for Apprentices who shall be compensated as provided at the construction rate for Apprentices set forth in Article VII of the 2024-2028 Trade Agreement between the Associations, the Window and Plate Glass Dealers Association and the Union.

Now, therefore, the Parties hereto agree as follows:

#### **PREAMBLE**

It is the exclusive intent and purpose of the Parties to this Agreement, in order to promote the recovery of work, to promote harmonious cooperation between the Union, its members, the Association and the Employers, to provide orderly collective bargaining relations, to provide procedures for the prompt, fair and peaceful adjustment of all disputes or differences, and to provide for the operation of the Employers' businesses by methods which will further, to the fullest extent possible, efficiency of operation, quality and quantity of performance of the Employers' businesses during the term of this Agreement.

All of the Parties to this Agreement agree that it is the duty of the Union, its members, the Association and the Employers to cooperate faithfully, fully and individually and collectively in the observance of the provisions of this Agreement.

#### **JURISDICTION AND RECOGNITION**

**Art. I.** The Employers and all other Employers who hereafter become signatories to this Agreement recognize, acknowledge and agree that the Union is the exclusive representative for the purposes of collective bargaining within the meaning of Section 9(a) of the National Labor Relations Act and that the Union has demanded recognition as such and has demonstrated through the use of Authorization cards executed by a majority of the Association members' bargaining unit employees that it possesses the support of a majority of all employees of the Employers in the following classifications of work: All work described by the International Union of Painters and Allied Trades (hereinafter the "IUPAT") General Constitution, Section 6, issued January 1, 2020.

The Union recognizes that the Association, because of the numbers and the nature of its membership in the New York City area painting and related industries, is the principal bargaining

representatives for all employees in the industries with whom the Union negotiates collective bargaining agreements and any extensions or renewals thereof.

The Union shall give principal recognition to any successor association to the Association during the life of this Agreement which (1) may be established; (2) is affiliated with a national association whose members employ union employees only; and (3) represents Employers in the same industries in which the Union negotiates collective bargaining agreements in the territorial jurisdiction of this Agreement and any additional area the Union may be awarded by the IUPAT General Executive Board.

## SCOPE OF WORK

**Art. II.** This Agreement covers the rates of pay and fringe benefits, rules and working conditions of Journeypersons and Apprentices engaged in the following operations which comprise the scope of work covered by this Agreement:

On all work contracted by the Employers directly from landlords, tenants or owners of the properties where the preparation and painting of any and all surfaces have previously received one prime coat and at least one finish coat in a structure or space that is or has been previously occupied. Said work must have most recently been performed by a non-union contractor and said work must not have been performed by a contractor signatory to the Trade Agreement for at least one year prior to the job's scheduled start date. Both of these requirements must be met for the terms and conditions of this Agreement to apply to said work. This work includes, but is not limited to:

(A) All work involved in or related to the Painting and Coatings Industry, drywall finishing, skim coating, prepping, application of Wall coverings, decorative work, preparatory plastering and any other work referred to in the IUPAT General Constitution issued on January 1, 2020 or which the IUPAT General Executive Board puts into the work jurisdiction of the Union. This Agreement will also include all work related to rigging, surface preparation and clean up of any kind as well as lead abatement; and

(B) The operation and care of all tools and equipment used by all Trades coming under the jurisdiction of this Agreement including brushes, rollers, spray painting equipment, miscellaneous hand and power driven tools including sandblasting equipment, ladders, scaffolding and other rigging and the operation and maintenance of all types of compressors.

The foregoing is not all-inclusive and maybe enlarged or otherwise changed through negotiations between the Parties who are hereby vested with the authority to extend the terms and conditions of this Agreement to work not listed above (a) on an individual job basis when an Employer makes a written request prior to the commencement of the job and where the work in question would not likely be performed by members of the Union or (b) on an individual job or general basis when the Parties, at their own volition, determine the extension would be in the best interest of the members of the Union.



The terms and conditions of this Agreement shall not apply to any job or project on which an affiliate of the IUPAT, the IUPAT, itself, or any national, state or local Building Trades Council has signed a project labor agreement for said job or project. The terms and conditions of this Agreement shall also not apply to any job or project subject to local, state or federal prevailing wage legislation. The applicable Working Agreement on these jobs or projects shall be the Working Agreement in effect between the Local Union affiliated with District Council No. 9 having territorial jurisdiction over the area where the work is performed and its signatory Employers and/or the project labor agreement as appropriate.

All work performed by DC-9 journeypersons and apprentices and members of Local 1456 pursuant to this Agreement, including but not limited to painting, decorating and other finishing work on construction sites, and existing structures including repair, renovation, alteration and maintenance work constitutes the provision of labor whereby materials and constituent parts are combined on the building site to form, make, paint, or build a structure, and thus is within the building and construction industry within the meaning of 29 U.S.C. § 158(f) in accordance with the standard set forth by the National Labor Relations Board in *Carpet, Linoleum and Soft Tile Local Union No. 1247*, 156 N.L.R.B. 951, 959 (1966), and Section 4203(b) of ERISA.

### **TERRITORIAL JURISDICTION**

**Art. III. Sec 1.** The territorial jurisdiction of this Agreement shall be as follows:

- (A) Residential, hospitality, and commercial work in Nassau, Suffolk, Westchester, Putnam, Bronx, Queens, Staten Island and Brooklyn currently being, or which previously has been, performed by non-union contractors; and shall also apply to residential work currently being, or which previously has been, performed in Manhattan by non-union contractors.
- (B) On Manhattan jobs 96<sup>th</sup> Street and below, residential and hospitality work is eligible to apply for the market recovery rate and/or to apply for a reduction of a maximum of twenty percent (20%) in the payroll costs attributable to applicable wage and benefit rates; use of apprentices; and use of an evening shift of 8 hours from 3:30 PM to Midnight at the applicable straight time rate.
- (C) On Manhattan jobs 96<sup>th</sup> Street and below, for commercial renovation work Employers must apply for relief, which includes: (a) use of apprentices; (b) a reduction of a maximum of twenty percent (20%) in the applicable wage and benefit rates; and (c) an evening shift of 8 hours from 3:30 PM to Midnight at the applicable straight time rate.
- (D) Any application for the above referenced market recovery or other relief in (A), (B), and (C), must adhere to the criteria established in this Article and Article V (Job Registration) of this Agreement.
- (E) For new construction of commercial buildings in Manhattan 96<sup>th</sup> Street and below, Employers may make applications for relief to the Joint Trade Committee.

This Agreement shall not apply to prevailing wage work, including without limitation any city, state or federally subsidized projects.

**Art. III. Sec. 2.** It is expressly understood by the Parties that the provisions of this Agreement are for the benefit of Association Employers and other Signatory Employers who must have a bond pursuant to the Trade Agreement, possess insurance, be in good standing with its obligations to the Unions and the Benefit Funds and follow the procedures of the Trade Agreement to participate in market recovery or other relief work. The Parties will periodically review (e.g., every six months) the revisions to the Agreement to determine whether the revisions have been effective at achieving the Parties' mutual goal of retaining existing work and re-capturing lost work. In evaluating the success or failure of this Agreement in securing new markets for union membership, the Parties will consider, among other criteria, the number of new union members, whether that number is stagnant or increasing at the time of evaluation, the number of hours worked by the new union members and whether that number is stagnant or increasing at the time of evaluation.

**Art. III. Sec. 3.** The Parties shall meet to discuss the establishment of a software-based system to collect and generate data regarding the market recovery and other relief jobs process.

**Art. III. Sec. 4.** The Joint Trade Committee will be provided with a report of every market recovery or other relief job and every newly signed job employing the Union's members. For the duration of this Agreement, the Union and the Joint Trade Committee shall review all market recovery or other relief efforts, including through Local 1456. Such reports shall include a list of jobs, by contractor, with wage and benefit rates and any market recovery or other relief granted by the Joint Trade Committee.

#### **APPLICATION PROCESS FOR MARKET RECOVERY AND OTHER RELIEF WORK**

**Art. IV. Sec. 1(A).** Employers wishing to take advantage of the provisions of this Agreement shall make written application to the Joint Trade Committee, whom shall generally approve such applications and shall not unreasonably withhold its approval. The Joint Trade Committee, however, may withhold approval where it finds there is a reasonable basis to believe that the application of this provision will not materially advance the interests of the industry (e.g., where another discount has already been provided).

**Art. IV. Sec. 1(B).** If other trades on the job have agreed to a concession, the Joint Trade Committee will take that into consideration upon an application for market recovery or other relief under this Agreement.

**Art. IV/ Sec. 1(C).** If the Joint Trade Committee deadlocks on whether to grant approval, the Employer may request that the Joint Trade Board consider its application.

**Art. IV. Sec. 1(D).** If the Joint Trade Board deadlocks on whether to grant approval, the Employer may request that the Joint Trade Board submit the request to arbitration. Upon receipt of such request, the Joint Trade Board shall promptly submit such grievance or dispute to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association ("AAA"). The decision of the AAA arbitrator shall be final and binding.



**Art. IV. Sec. 2.** All market recovery and other relief projects must be applied for and must receive prior approval from the Joint Trade Committee/Board prior to commencement of any job or operation. Employers must fully complete the application for relief in the form and format specified by the Joint Trade Committee/Board. Proper applications will be responded to by the Joint Trade Committee within forty-eight (48) hours (Monday through Friday, not including holidays) of their receipt, if the Joint Trade Committee fails to respond within forty-eight (48) hours, the application will be deemed granted.

**Art. IV. Sec. 3.** If an Employer's application for market recovery and other relief is approved by the Joint Trade Committee/Board in accordance with this Article, the Employer shall notify the Joint Trade Committee whether or not the Employer was awarded the job for which their application for market recovery or other relief was approved, as well as of all relevant information regarding the job (e.g., the exact location and nature of the job or operation, the date work is expected to commence, etc.), within forty-eight (48) hours of the award..

**Art. IV. Sec. 4.** If an Employer is found on a market recovery or other relief job without the prior approval of the Joint Trade Committee/Board, the job will be deemed full-rate for wages and benefits. Failure to apply for all jobs in the manner set forth by this Article will also result in additional fines and penalties as established by the Joint Trade Committee.

## **JOB REGISTRATION**

**Art. V. Sec. 1(A).** Registration of Jobs: Every Employer must register with the Union prior to the commencement of any unscheduled job, on a written numerically ordered job registration form that shall be provided by the Union. The completed registration form shall state the exact location and nature of the job or operation. The Employer on a scheduled job or operation shall, within twenty-four (24) hours after the commencement of the job or operation, file with the Union a written statement of the exact location and nature of the job or operation, and shall not thereafter be required to make any further report with respect to such job or operation within the calendar year. In the event that any work on said job or operation is done by any other Employer, such other Employer shall, within forty-eight (48) hours after commencement of the work, file with the Union a written statement of the work to be performed by the other Employer. All exterior work shall be reported each time, prior to starting the job. The number of registrations filed must coincide with the dates of the work performed.

**Art. V. Sec. 1(B).** All job registrations from all areas under the jurisdiction of the Union must be sent by electronic mail to [jobregistration@dc9.net](mailto:jobregistration@dc9.net), or mailed by overnight express to the Union's offices at 45 West 14<sup>th</sup> Street, New York, NY 10011, prior to commencement of any job or operation requiring registration.

All overtime registrations must be sent by electronic mail to [jobregistration@dc9.net](mailto:jobregistration@dc9.net), or mailed by overnight express to the Union's offices at 45 West 14<sup>th</sup> Street, New York, NY 10011, at least forty-eight (48) hours prior to the commencement of overtime, whenever possible.

**Art. V. Sec. 1(C).** Failure to register all jobs on a timely basis will result in fines as established and amended by the Joint Trade Committee.

**Art. V. Sec. 1(D).** Scheduled buildings shall be registered when work commences and thereafter re-registered with the Union on January 1 of each year.

**Art. V. Sec. 1(E).** Every Employer shall report the loss of any scheduled building to the Union in writing within twenty-four (24) hours.

## **OBLIGATIONS OF THE PARTIES**

**Art. VI. Sec. 1(A).** Mutual Good Faith: Each Employer, the Association, the Union and the Union's members obligate themselves that they and each of them, in good faith, will live up to and conform with all the provisions of this Agreement, and to all rules, regulations, requirements, and all procedures promulgated under and pursuant to the terms of this Agreement; provided, however, that the Association shall not be obligated to take any action to require compliance with the terms of this Agreement on the part of any person or firm which has been expelled from or has resigned from an Association, except as a prerequisite for the reinstatement of such member. Such former members of the Association shall, however, continue to be bound by the terms and conditions of this Agreement as provided by law.

**Art. VI. Sec. 1(B).** Past Performance Clause: Except as otherwise provided in this Agreement, the Employers agree that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**Art. VI. Sec. 1(C).** Just Cause Clause: Although work in this industry is on a job-to-job basis, no employee may be discharged or laid off by any Employer except for just cause. All grievances arising under this subsection shall be referred to the Joint Trade Committee, as provided in Art. XVI, Sec. 1.

**Art. VI. Sec. 1(D).** Supremacy Clause: The Employers agree not to enter into any agreement or contract with their employees covered under this Agreement, individually and collectively, which, in any way, conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**Art. VI. Sec. 1(E).** Non-Discrimination: Neither party to this Agreement shall discriminate against any employee with respect to employment by reason of union membership, or race, religion/creed, color, sex, national origin, gender (including gender identity or expression), pregnancy, age, disability, sexual orientation, immigration, or citizenship status, credit history, salary history, predisposing genetic characteristics, arrest or conviction record, military status, unemployment status, caregiver status, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, or any other characteristic protected by federal, state or local law. As applicable and appropriate, covered Employers will comply with the federal Family and Medical Leave Act.

**Art. VI. Sec. 1(F).** The Associations shall sign this Agreement on behalf of their members.

**Art. VI. Sec. 1(G).** The Joint Trade Board (and not the Joint Trade Committee) shall have full authority to modify the terms of this Agreement, and to pinpoint, maintain, and/or organize work covered under this Agreement for the life of this Agreement, with respect to market recovery or other relief work.

**Art. VI. Sec. 1(H).** The Union and the Employers recognize that the use of non-union labor threatens our industry and that it is in their mutual interest to identify those situations in which the Agreement is being violated in this manner. Thus, consistent with the requirements of Art. XIII, Section 1(C)(d), the Parties agree that THERE SHALL BE NO RETALIATION AGAINST ANY EMPLOYEE WHO PROVIDES INFORMATION CONCERNING POTENTIAL VIOLATIONS OF THIS AGREEMENT.

**Art. VI. Sec. 1(I).** All Parties agree that if a Building and Construction Trades Council negotiates a Project Labor Agreement for work also covered by this Agreement, the Project Labor Agreement shall supersede this Agreement in any instance of a conflict between the two.

**Art. VI. Sec. 1(J).** Each Employer shall provide to the union a completed District Council No. 9 Application and Disclosure Form and, as appropriate, individual, partnership or corporate verification.

**Art. VI. Sec. 1(K).** Members of the Union may not compete against Employers as non-signatory contractors or otherwise while directly or indirectly collecting benefits under the terms of this Agreement.

**Art. VI. Sec. 1 (L).** Members of the Union are prohibited from creating a non-union painting and/or wallcovering company.

## UNION SECURITY

**Art. VII. Sec. 1.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or on or after the eighth day following the date of execution of this Agreement, whichever is later. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

**Art. VII. Sec. 3.** If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be

permitted all legal or economic recourse.

**Art. VII. Sec. 4.** In those instances where this Article may not be validly applied, the Employers agree to recommend to all employees that they become members of the Union and maintain such membership during the life of this Agreement, to refer new employees to Union representatives and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

## HIRING

**Art. VIII. Sec. 1.** Labor shall be provided through Local 1456 on all relief work (which includes both market recovery and 80% work). All Journeypersons are eligible to work on these projects, but must be cleared into Local 1456 (excluding Local 490 members). The Union agrees it will make best efforts to expedite the Local 1456 clearance process with the Employer's good faith cooperation. Any Employer whose employees are not cleared into Local 1456 will pay their employees the full rate of wages and benefits in effect in the Trade Agreement and will face Joint Trade Board charges. All apprentices are also eligible to work on these projects and do not have to clear into Local 1456.

**Art. VIII. Sec. 2.** Any Employer hiring a market recovery worker who is not a member of DC 9 shall first report, in writing, the name, address and social security number of each employee to the Union prior to the commencement of employment and the non-union worker shall, before commencing work, register with the Union. No current member of the Union will be required to work on any market recovery, or other relief jobs. However, a current member of the Union may work on these jobs if he/she agrees to be referred to this work by the hiring Employer or the Union.

**Art. VIII. Section 3.** When working under this Agreement, the hiring Employer shall report the hiring of a non-union worker to the Union prior to the commencement of employment. As an additional condition of hiring a worker from outside the Union, the hiring Employer shall guarantee said worker their first three hundred and fifty (350) hours of continuous employment and a seven (7) working day trial period as Bargaining Unit Members.

**Art. VIII. Sec. 4.** Local 1456 market recovery workers must have a four (4) year work history before being eligible to transfer into a full-rate journeyperson local.

## WAGES AND FRINGE BENEFIT CONTRIBUTION RATES

**Art. IX. Sec. 1.** The minimum wage shall be \$20.00 for market recovery work. The Parties shall discuss adjusting this minimum rate on an annual basis.

**Art. IX. Sec. 2.** The Parties agree that the wage and benefit schedules in the Trade Agreement shall be appropriately adjusted for market recovery or other relief work performed pursuant to this Agreement. Accordingly, the minimum hourly wages for Journeypersons covered by this Agreement for May 1, 2024 to April 30, 2025 shall be increased \$1.21 (3.25%) as follows:

Market Recovery Rate  
Local 1456 Only

5/1/2024-4/30/2025

	Base Rate	Overtime Rate	Doubletime Rate
Wages:*	20.00	30.00	40.00
H&W	13.12	13.12	13.12
Pension	2.40	2.40	2.40
Annuity			
Vacation*	1.91	2.87	3.82
JATF-DC9	0.30	0.30	0.30
JATF-IUBAT	0.10	0.10	0.10
LMCI	0.10	0.10	0.10
PAT*	0.05	0.05	0.05
O/MA*	0.50	0.50	0.50
Promo	0.57	0.57	0.57
DC9 Scholarship	0.02	0.02	0.02
Total Benefit Package	19.07	20.03	20.98
Total Taxable*	22.46	33.42	44.37
Dues Checkoff	0.75	1.13	1.50
1 Hr	19.82	21.16	22.48

Subsequent Market Recovery wage and benefit package increases shall be:

May 1 <sup>st</sup> 2025;	\$1.16 Increase of 3%
May 1 <sup>st</sup> 2026:	\$1.19 Increase of 3%
May 1 <sup>st</sup> 2027:	\$1.23 Increase of 3%

Painters – Journeyperson  
80% Maintenance Rate

5/1/2024-4/30/2025

	Base Rate	Overtime Rate	Doubletime Rate
Wages:*	35.04	52.56	70.08
H&W	12.37	12.37	12.37
Pension	12.24	12.24	12.24
Annuity	4.31	6.47	8.62
Vacation*	4.22	6.33	8.44
JATF-DC9	0.80	0.80	0.80
JATF-IUBAT	0.10	0.10	0.10
LMCI	0.10	0.10	0.10
PAT*	0.05	0.05	0.05
O/MA*	0.50	0.50	0.50
Promo	0.57	0.57	0.57
DC9 Scholarship	0.02	0.02	0.02
Total Benefit Package	35.28	39.55	43.81
Total Taxable*	39.81	59.44	79.07
Dues Checkoff	1.79	2.68	3.58
1 Hr	37.07	42.33	47.39

Subsequent Painters Journeyperson 80% Maintenance wage and benefit package increases shall be:

May 1 <sup>st</sup> 2025;	\$2.09	Increase of 3%
May 1 <sup>st</sup> 2026:	\$2.16	Increase of 3%
May 1 <sup>st</sup> 2027:	\$2.22	Increase of 3%

Painters Journeyperson 80% PLA 5/1/2024-4/30/2025

	Base Rate	1.5 Overtime	Doubletime Rate
Wages:*	36.54	54.81	73.08
H&W	13.12	13.12	13.12
Pension	12.18	12.18	12.18
Annuity	4.03	6.05	8.06
Vacation*	4.78	7.17	9.56
JATF-DC9	0.80	0.80	0.80
JATF-IUBAT	0.10	0.10	0.10
LMCI	0.10	0.10	0.10
PAT*	0.05	0.05	0.05
O/MA*	0.50	0.50	0.50
Promo	0.57	0.57	0.57
DC9 Scholarship	0.02	0.02	0.02
Total Benefit Package	36.24	40.66	45.06
Total Taxable*	41.87	62.53	83.19
Dues Checkoff	1.88	2.82	3.76
1 Hr	38.13	43.48	48.82

Subsequent Painters Journeyperson 80% PLA wage and benefit package increases shall be:

May 1 <sup>st</sup> 2025;	\$2.17	Increase of 3%
May 1 <sup>st</sup> 2026:	\$2.23	Increase of 3%
May 1 <sup>st</sup> 2027:	\$2.30	Increase of 3%

Subsequent increases will be allocated by the Union to wages and benefits in a timely manner each year. The Union shall inform the Association of their recommendation to their members of the allocation of subsequent increases, and notify the Association where the increases will be allocated.

**Art. IX. Sec. 2.** Should an Employer pay any wages or fringe benefit contributions below the scale provided in this Agreement or in any other agreement governing wages and fringe benefits of Journeypersons or Apprentices covered by this Agreement, the Union shall notify the Employer of the underpayment and shall have the right to recover the difference between what the Employer paid and what the Journeyperson or Apprentice should have received plus costs of litigation and attorneys' fees. In cases where the Union can prove that the underpayments are repeated and/or deliberate, the Employer may be assessed penalties of one thousand dollars (\$1,000.00) per Journeyperson or Apprentice for each day worked and, in addition, to an amount equal to the combined totals of the under payments

which will be payable to the Joint Trade Committee.

**Art. IX. Sec. 3. Show Up Time:** Employees who are not put to work after having been instructed to come to work shall be paid for four (4) hours, except when they are not put to work because of an act of God or other circumstances beyond their Employer's control.

**Art. IX. Sec. 4. No Journeyman** shall be required to work at the market recovery or other relief rates set forth herein against his or her will. The penalties for violating this section 4 shall be as set forth in Article XVII, Section 7, Violation 10.

**Art. IX. Sec. 5. Wallcoverer rates** shall be no less than the per square yard rates previously utilized. Future rates shall be determined on a job by job basis by the Union. The divisor will be the same for market recovery or other relief work as for full-rate work as set forth in Article XXVII Sec. 1 of the Trade Agreement. The Union will supply the wallcoverers. To calculate wallcoverer rates for piece rate work done on any market recovery job, the rate will be seventy-five percent (75%) of the full rate price list, provided the work has been approved for market recovery.

**Reduced Rate Piece Rate Work:** To calculate wallcoverer rates for piece rate work done on any job that is less than full rate (including, but not limited to 80%, market recovery, etc) one must apply the discount for that job to the wage component of the wallcoverer's package. The divisor in effect at that time and the wallcoverer's benefit package shall remain unchanged and be unaffected by any such discount. For example, if wallcoverer work is done at 80% during May 1, 2024-April 30, 2025, the benefit package shall remain at \$35.98 and the divisor shall stay at \$39.00. The 20% discount for that job will come out solely from the piece rate. The voucher used is the normal wallcoverer voucher after discounted piece rate and constant full divisor.

**Reduced Rate Hourly Work:** To calculate wallcoverer rates for hourly rate work done on any job that is less than full rate (including, but not limited to 80%, market recovery, etc) one must apply the discount for that job to the wallcoverer's total package with no divisor (80% rate work requires an 8-hour day). For example, if wallcoverer hourly work is done at 80% during May 1, 2024-April 30, 2025, the reduced hourly rate shall be \$38.05 and the voucher will be for an 80% benefit package at the rate of \$42.50 (plus dues checkoff of \$1.91), which brings the total voucher cost to \$44.41.

**Art. IX. Sec. 6. Universal Market Recovery.**

(a) Employers will pay Universal Market Recovery Persons for all work performed on projects covered by this Agreement at a rate of seventy-five percent (75%) of the full journeyman package, subject to the following requirements:

1. Each Employer may only employ one such Universal Market Recovery Person on each job;
2. Each Employer may only employ one Universal Market Recovery Person per ten journeymen in the shop; and



3. Each Employer must preregister with the Union any job that will utilize a Universal Market Recovery Person.

(b) Employers may recruit any person to serve as a Universal Market Recovery Person.

(c) Universal Market Recovery does not apply to Local 490.

(d) Accordingly, the minimum hourly wages for the Universal Market Recovery Rates covered by this Agreement for May 1, 2024 to April 30, 2025 shall be as follows:

Painters – Journeyperson 5/1/2024-4/30/2025  
75% Universal Market Recovery

	Base Rate	1.5 Overtime	Doubletime Rate
Wages:*	32.00	48.00	64.00
H&W	12.37	12.37	12.37
Pension	12.24	12.24	12.24
Annuity	3.65	5.48	7.30
Vacation*	3.55	5.33	7.10
JATF-DC9	0.80	0.80	0.80
JATF-IUBAT	0.10	0.10	0.10
LMCI	0.10	0.10	0.10
PAT*	0.05	0.05	0.05
O/MA*	0.50	0.50	0.50
Promo	0.57	0.57	0.57
DC9 Scholarship	0.02	0.02	0.02
Total Benefit Package	33.95	37.56	41.15
Total Taxable*	36.10	53.88	71.65
Dues Checkoff	1.63	2.44	3.26
1 Hr	35.58	40.00	44.41

Subsequent Painters – Journeyperson 75% Universal Market Recovery wage and benefit package increases shall be:

May 1 <sup>st</sup> 2025;	\$1.96 Increase of 3%
May 1 <sup>st</sup> 2026:	\$2.02 Increase of 3%
May 1 <sup>st</sup> 2027:	\$2.08 Increase of 3%

### PAYMENT OF WAGES

**Art. X. Sec 1.** Wages shall be paid on the job, during regular working hours. Payday shall be on Thursday. Wages shall be paid by check or direct deposit. In the event that the payday falls on a holiday, payment shall be made on the day before the holiday. If payment by check is made on a Friday or on the day before a holiday, the employees shall be allowed one half hour off to cash their checks. Work week ending must be on Tuesday. Employers who have previously disbursed payroll

checks without sufficient funds (one offense) shall be liable for a 20% penalty, or in an amount determined by the Joint Trade Committee. The penalty shall be paid to the employee in addition to the amount for which the check was written.

**Art. X. Sec. 2.** Journeypersons or Apprentices not paid on the day provided in the preceding Sec. 1 shall be paid two (2) hours pay in addition to the wages due. If the Journeyperson or Apprentice is not paid by the following Monday at 8:00 a.m., no Journeyperson or Apprentice shall start work on that job until payment is made in full to all Journeypersons and Apprentices. In addition to all other sums due them, the Journeypersons and Apprentices shall not be paid less than a full days wages for that day upon notification by the Union.

**Art. X. Sec. 3.** No more than two day's pay shall be held back.

**Art. X. Sec. 4.** Wage Statements. At the time of payment of wages, the Employer shall give to each employee a statement in ink or indelible pencil showing the amount for each and every deduction from the wages, including administrative dues check-off as provided in Article XXI, Sec. 10. The statement shall also show the Employer's name and employer identification number or state that it is issued by a payroll company on the signatory Employer name's behalf.

**Art. X. Sec. 5.** Timesheets may be provided by the Employer. If provided, time sheets shall be filled out by each Journeyperson and Apprentice upon request of the Employer.

## HOURS OF WORK

**Art. XI. Sec. 1(A).** The standard work day shall consist of a continuous eight (8) hour day. For all market recovery or other relief work, the standard work week shall consist of any forty (40) hours in a week, Monday through Friday, excluding Saturdays and Sundays (which, if worked, will be considered overtime). The standard Day Shift shall be from 6:00 AM to 3:30 PM (any continuous eight (8) hours at regular rate of pay), and the standard Evening Shift shall be 3:30 PM to 12:00 Midnight (any continuous eight (8) hours at regular rate of pay). All work between 12:00 Midnight and 6:00 AM shall be paid at time and one-half with prior approval from the Joint Trade Committee. The Employer must indicate at the time of application, and job registration, if the job is being performed on Day Shift, Evening Shift, or both. If the Employer fails to do so, any or all hours worked in the Evening Shift must be paid at the overtime rate of the applicable rate for wages and benefits. Notwithstanding any other provision of this Agreement, Employers performing market recovery work in Long Island and Westchester may request during the bidding phase of the job a standard forty (40) hour workweek of Tuesday through Saturday or Monday through Friday.

**Art. XI. Sec. 1(B).** Journeypersons and Apprentices shall be permitted a fifteen-minute rest period for coffee during the Day Shift between the hours of 9:00 AM and 10:00 AM. The timing of the break shall be at the discretion of the Employer. For the Evening Shift, the coffee break shall be at 6:30 PM and meal time shall be at 8:30 PM.

**Art. XI. Sec. 1(C). Seven Hour Workday Option.**

- (a) Notwithstanding any other provision of this Agreement, for all 80% work, the Employer has the discretion to establish a work day that consists of a continuous seven (7) hour or eight (8) hour day, and/or a standard work week (Monday through Friday) of any thirty-five (35) or forty (40) hours in a week. For employees hired to a seven (7) hour workday and thirty-five (35) hour workweek, any time worked past seven (7) hours in a day or thirty-five (35) hours in a week shall be considered overtime. For employees hired to an eight (8) hour workday and forty (40) hour workweek, any time worked past eight (8) hours in a day or forty (40) hours in a week shall be considered overtime. The length of the workday and workweek for each job must be pre-requested during the bidding phase of the job.
- (b) For the avoidance of doubt, each employee's workday shall be established on a per-job basis, which means that if an employee assigned to an 80% job that is preregistered for a seven (7) hour workday is then assigned to a job that requires a minimum eight (8) hour day, such employee shall be paid for an eight (8) hour day when performing work on that job.

### **OVERTIME AND OVERTIME PERMITS**

**Art. XI. Sec. 2(A).** All work performed outside of the regular working hours or work week, or in excess of eight (8) hours per day (as set forth in Art. X Sec. 1) or forty (40) hours per week, as set forth in this Article or as provided in Art. XI, Sec. 1(C) of this Agreement, shall be considered overtime and paid at the rate of time and one-half of the applicable rate for wages and fringe benefits. However, no shift work shall be permitted without permission issued by the Joint Trade Committee.

**Art. XI. Sec. 2(B).** Overtime permits shall be granted for all work performed outside of the regular working hours or work week, in excess of eight (8) hours per day or forty (40) hours per week, as set forth in this Article, and all work performed on holidays. Employers shall obtain an overtime permit from the Joint Trade Committee at least forty eight (48) hours in advance, whenever possible.

**Art. XI. Sec. 2(C).** During the course of a year, all Journeypersons in the shop shall be given an equal share of all overtime work whenever possible, and the assignment of such work shall be done in consultation with the Union.

**Art. XI. Sec. 2(D).** All work performed on New Year's Day, Memorial Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day is to be paid at the rate of double time the regular rate of wages, annuity and vacation. **NO WORK SHALL BE PERFORMED ON LABOR DAY.** If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then for the purpose of this Agreement, the holiday shall be celebrated on the day set by said federal law with the same force and effect as if the day on which the holiday is celebrated was actually the holiday date. Any employee may individually elect to observe Martin Luther King, Jr. Day and shall be allowed the day off without penalty or compensation.

**Art. XI. Sec. 2(E).** Overtime Violations: In the event the Joint Trade Committee shall find an Employer

in violation of the overtime provisions of this Agreement, excluding the failure to secure an overtime permit, it may authorize the Union to place fifty percent (50%) of the overtime workers on the Employer's job for the period of one (1) year. Further, during the six (6) months following such violation, the Joint Trade Committee may require that the overtime compensation due to the employees be paid in the form of a separate check payable to each employee for the full overtime compensation which is paid directly to the employee.

**Art. XI. Sec. 2(F).** Any work performed beyond any eight (8) hour shift shall be compensated at the rate of time and one-half of the regular base rate.

**Art. XI. Sec. 2(G).** The Employer must guarantee the payment of benefits for the entire eight (8) hour evening shift, regardless of whether the employee works part or full shift.

**Art. XI. Sec. 2(H).** Any work performed on Saturday, Sunday or Holidays, or beyond eight (8) hours in a 24-hour period, shall be paid at time and one half of the applicable base rate of pay, plus benefits, from the first hour of work.

## JOB STEWARDS

**Art. XIII. Sec. 1(A).** Job Stewards - The second employee on any market recovery or other relief job shall be a job steward appointed from the job by Local 1456 so long as there is a qualified candidate and the Employer has not been found in violation by the Joint Trade Committee. Unqualified or unproductive job stewards may be removed, subject to review by the Joint Trade Board, within forty-eight (48) hours. The job steward must be a qualified Journey person and be certified through the Union Steward's course and all employees are eligible to attend the course and become certified. The Union hereby commits to continuing to implement and improve an accessible and appropriate training process to create more skilled Job Steward candidates. Once the Job Steward is selected, he shall remain on the job as the second to last man on the job. All Employers outside the jurisdiction of this District Council must have a Job Steward from the Union Hall, on each job. The qualifications of steward are in the DC 9 By-Laws.. The Union reserves the right to replace any steward.

**Art. XIII. Sec. 1(B).** The Parties reaffirm their commitment that all stewards will solely be working stewards. Unqualified or unproductive job stewards may be removed, subject to review by the Joint Trade Committee, which shall convene a hearing within 24 hours.

**Art. XIII. Sec. 1(C).**

(a) If the Union files a grievance in accordance with Article XV of this Agreement for (i) the use of non-union employees on the job; or (ii) non-payment of wages or fringe benefit vouchers or shortages thereof, the Joint Trade Committee shall conduct a hearing within forty-eight (48) hours. All work shall continue on said job pending the hearing. No postponements of the hearing shall be granted under any circumstances. If the hearing does not take place within 48 hours because of management's unavailability, the Union reserves the right to stop the job.

(b) If the Joint Trade Committee finds that an Employer has committed either of the violations set forth in sub-section (a) above, the remedies shall be as follows:

- (i) First violation for use of non-Union employee(s): the Union will appoint a job steward from the Union Hall on all the Employer's jobs employing more than one employee for a period of one year.
- (ii) Second violation for use of non-Union employee(s): the Union will appoint a job steward from the Union Hall on all of the Employer's jobs employing more than one employee for the life of this Agreement.
- (iii) First violation for non-payment or shortage of wages: the Union will appoint a job steward from the Union Hall on all the Employer's jobs employing more than one employee for a period of one year.
- (iv) Second violation for non-payment or shortage of wages: the Union will appoint a job steward from the Union Hall on all of the Employer's jobs employing more than one employee for the life of this Agreement.
- (v) First violation for non-payment of fringe benefit vouchers or shortages thereof for all employees on the job: The Union will appoint a job steward from the Union Hall for the duration of the job on which the violation was committed.
- (vi) Second violation for non-payment of fringe benefit vouchers or shortages thereof for all employees on the job: The Union will appoint a job steward from the Union Hall on all of the Employer's jobs employing more than one employee for a period of one year.
- (vii) In the event that a job steward has been removed from a job, the placed job steward will be of the same status (e.g., journey person, apprentice) as the job steward being removed.

(c) In the event that there is an individual voucher or wage shortage for an employee working on a job, the Union will notify the Employer in writing and demand that the employee be made whole. The Employer will then have forty-eight (48) hours from verified receipt of the Union's written demand to make the employee whole. If the Employer fails to make the employee whole within forty-eight (48) hours, the Union may remedy the violation in accordance with sub-sections (a) and (b) above.

(d) No Retaliation. There shall be no retaliation by the Employer against any employee who reports to the Union any alleged violation of this Agreement. The employee must report the violation to the Union within fourteen (14) days of the date of the occurrence of the violation. The Union must file a grievance on said violation in accordance with Article XV of this Agreement within thirty (30) days of the date it receives the complaint from the employee. The grievance and arbitration procedures of Article XV of the Agreement must be exhausted before the employee may individually commence an action in any other forum to remedy any alleged violation of this Agreement.



## SHOP STEWARDS

**Art. XIII. Sec. 2(A).** Shop Stewards: All new Employers who become parties to this Agreement shall have a shop steward appointed by the Union. In shops having the following annual payroll or less, there shall be a Shop Steward who shall be placed solely by the Union:

As of January 1, 2024:	\$2,450,000.00
As of January 1, 2025:	\$2,550,000.00
As of January 1, 2026:	\$2,650,000.00
As of January 1, 2027:	\$2,750,000.00

The annual payroll amount set forth above shall be based on the calendar year immediately preceding each date set forth above. The annual payroll amounts shall be based on bargaining unit employees only.

The Union shall appoint the Shop Steward from the shop, as long as there is an individual in the shop with the proper qualifications. The selected Shop Steward must be a qualified Journeyman and be certified through the Union's Steward's course and all employees are eligible to attend the course and become certified. The Union hereby commits to continuing to implement and improve an accessible and appropriate training process to create more skilled Shop Steward candidates.

**Art. XIII. Sec. 2(B).** The Parties reaffirm their commitment that all stewards will solely be working stewards. Unqualified or unproductive shop stewards may be removed, subject to review by the Joint Trade Committee, which shall convene a hearing within 24 hours.

**Art. XIII. Sec. 2(C).** Duties of the Shop Steward shall be as follows:

The duties of a Steward shall consist of examining the dues books, work cards, and reviewing and reporting for a voucher program compliance of the Journeymen and Apprentices on the job and enforcing Union conditions and proper working conditions.

It is the responsibility of every Employer to submit weekly reports provided by the Union and designated or called "Shop Steward Reports". Failure to submit such reports will result in a fine of five hundred dollars (\$500) for each missing report.

**Art. XIII. Sec. 2(D).** If any Steward is paid and receives any money or other things of value over and above his regular Journeyman wages for work actually performed in accordance with the provisions of this Agreement, the Joint Trade Board shall impose appropriate penalties upon both Employer and the Steward. All the Journeymen on the job shall receive the same wages as the Steward has received during the period of his violation, and the Steward shall be removed from the Steward List for a period of at least five (5) years.

## TIME FOR STEWARDS' DUTIES

**Art. XIII. Sec. 3(A).** A Steward shall perform a fair day's work as a working Journeyman.



**Art. XIII. Sec. 3(B).** No Steward shall be discriminated against for the proper performance of their duties. Said Steward shall be allowed for the performance of their Steward's duties not less than one hour per day, on jobs having five or more men.

**Art. XIII. Sec. 4.** There shall be a Stewards' Committee composed of two representatives appointed by the Association and two representatives appointed by the Union.

**Art XIII. Sec. 5.** The Stewards' Committee shall hear Employer complaints against Stewards on charges of misconduct or Union complaints of abuse of Steward's rights and shall meet within 48 hours. The Steward may not be suspended pending the disposition of charges if such failure is due to the absence of the Employer's representatives. He may be so suspended, however, if the Committee's failure to meet is due to the absence of the Union's representatives. A quorum of the Committee shall consist of one representative from each side and its finding shall be decided by unit vote.

**Art. XIII. Sec. 6.** Deadlock: In the event the Steward committee deadlocks or otherwise fails to decide any complaint, either party may, within thirty days, refer the complaint to the Joint Trade Board for final and binding decision, in accordance with the rules and regulations of the Board.

#### **UNION REPRESENTATIVES**

**Art. XIV.** Any Union Representatives and/or Union employee may visit all jobs and shops for the purpose of ascertaining compliance with the provisions of this Agreement. Employers will make their best efforts to gain access to buildings where they are working for Union Representatives and/or Union employee to investigate compliance with the provisions of this Agreement.

#### **GRIEVANCES AND DISPUTES**

**Art. XV. Sec. 1.** The Employee Grievance Procedure shall be as follows:

(a) Foreman Review: An Employee's grievance shall first be presented by his Steward to the foreman. If no satisfaction is reached within twenty-four (24) hours, that matter shall be referred to the Employer and the Union.

(b) Steward's Review: The Steward shall review the grievances with the supervisor or any other representative designated by the Employer. If a satisfactory settlement is not reached within twenty-four (24) hours, the matter shall then be reduced to writing and referred to the Joint Trade Committee for hearing and decision pursuant to Article XVI of this Agreement.

#### **JOINT TRADE COMMITTEE & JOINT TRADE BOARD**

**Art. XVI. Sec. 1.** Joint Trade Committee.

The Joint Trade Committee is hereby created, for the Union and Employers covered by this Agreement. The Joint Trade Committee shall consist of not less than two (2) Association



representatives and two (2) Union representatives. The Association representatives shall be appointed by the Association of Master Painters and Decorators of New York, Inc., which shall select such representatives for the Joint Trade Committee,

**Art. XVI. Sec. 2. Joint Trade Board.**

A Joint Trade Board is hereby created, which shall be comprised of the President of the Association of Master Painters and Decorators of New York, Inc., and the Business Manager/Secretary-Treasurer of the Union, or representatives respectively designated by each of them.

**Art. XVI. Sec. 3. Jurisdiction of the Joint Trade Committee and Joint Trade Board.**

(a) The Joint Trade Committee and Joint Trade Board are empowered to hear and decide in arbitration as hereinafter provided, all grievances and disputes which arise between the Parties as to the interpretation or application of this Agreement and to make such awards or assess remedies, damages and penalties for violations of this Agreement. The Joint Trade Committee and Joint Trade Board shall have the authority to issue awards with respect to all grievances and disputes in any manner which they deem reasonable. The Joint Trade Committee and the Joint Trade Board shall have all powers necessary to remedy complaints brought before them including, but not limited to (i) wages and contributions owed; (ii) liquidated damages; (iii) interest on monies due; (iv) attorneys' and auditors' fees; (v) the cost and expenses of arbitration; (vi) failure to allow audits; (vii) alter ego/single employer issues; (viii) subcontracting issues; and (ix) any fines and/or penalties imposed.

(b) All grievances or disputes against members of either party to this Agreement, for alleged violations of the same, which have not been adjudicated by a Joint Trade Committee for any reason, shall be adjudicated by the Joint Trade Board.

(c) The Joint Trade Committee may, but is not required to, include in their award against a signatory Employer, and any signatory or non-signatory alter-ego thereof, any and all delinquent fringe benefit contributions plus interest, liquidated damages, auditors' fees, attorneys' fees and cost owed by said Employer(s). The decisions, findings and awards of the Joint Trade Committee shall be final and binding upon the signatory Employer and the Union, but not upon the Funds. The Joint Trade Committee may enforce the decision, findings and awards or may refer their award for fringe benefit contributions to the Funds for enforcement and collection. Enforcement of any award issued by the Joint Trade Committee shall not be considered a waiver by the Funds (or an election of remedies by the Funds) of the right to collect any fringe benefit contributions, interest, liquidated damages or late charges, for any time period, owed by the signatory Employer to the Funds and the Funds may pursue any and all collection efforts, including but not limited to, the filing for a lawsuit in Court, in order to collect any fringe benefit contributions, interest, liquidated damages or late charges owed by the signatory Employer, and any signatory or non-signatory alter-ego thereof, to the Funds. The Joint Trade Board shall have access to all appropriate benefit information to the extent permitted by state, federal, and local law. Furthermore, the Joint Trade Board members may be required to sign nondisclosure agreements in connection with access to such benefit information.

The Joint Trade Committee or Joint Trade Board, upon issuance of a finding of delinquency, may also issue an award requiring the payment of the fines set forth in Article XVII, Section 7, Violation 9 and to order the remedies set forth in Article XIII.

(d) The Joint Trade Committee and the Joint Trade Board are also empowered to (i) issue interpretive rules or other rules and regulations as they deem necessary to give full force and effect to their decisions; (ii) conduct audits of Employer's records; (iii) upon request of both Parties, recommend amendments or changes to this Agreement; and (iv) appoint such persons or committees as may be necessary to aid in the performance of their duties.

(e) The Joint Trade Board shall address any issues or disputes arising out of any market recovery, organizing or other relief provisions in this Agreement or the Trade Agreement.

**Art XVI. Sec. 4. Procedures.**

(a) The Joint Trade Committee and Joint Trade Board may, when deemed necessary, promulgate amendments and revisions to the rules and regulations set forth in this Article governing their own conduct. The Parties to this Agreement agree to be bound by any such amendments and revisions.

(b) The Joint Trade Committee and Joint Trade Board shall meet at their discretion.

(c) When the Joint Trade Committee votes on a question, complaint or finding, the Association and the Union shall each have one (1) vote and these votes shall be equal regardless of the number of representatives present and voting.

(d) The decisions, findings and award of the Joint Trade Committee and/or the Joint Trade Board shall be final and binding upon the Employer and the Union, all members thereof, and all interested Parties.

**RULES AND REGULATIONS**

**Art. XVII. Sec. 1.** Appropriate penalties for violation of this Agreement shall be established by the Joint Trade Committee.

**Art. XVII. Sec. 2.**

(a) Filing of the Demand to Arbitrate a Grievance or Dispute.

(i) A demand to arbitrate a grievance or dispute shall be in writing and shall be filed by mail or hand-delivered to the Joint Trade Committee by either the Union or the Employer. Demands also shall be filed by the Union to the Employer and by the Employer to the Union. The demand shall state the name of the aggrieved party, and the name of the party against whom the grievance or dispute is asserted. The party filing the grievance or dispute shall thereafter be called the complainant. The party against whom the grievance or dispute is asserted shall thereafter be called the respondent.



- (ii) Each demand shall set forth only one alleged grievance or dispute in simple and concise form, and shall set forth the basis of the grievance or dispute, with appropriate reference to the Agreement provisions at issue, to the extent known. The demand shall also set forth the date of the particular incident and, if known, the name(s) of the person and/or Employer(s) involved. The demand may also set forth the remedy sought.
  - (iii) Every demand to arbitrate shall specify the name of the party serving the demand, or of an officer or agent thereof if such party is an association or corporation, and shall state that unless the party served applies to stay the arbitration within twenty (20) days after such service or, in the case of Article XIII grievances, 48 hours after such service, he/she shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with, and from asserting in court the bar of a limitation of time.
- (b) Service of the Demand to Arbitrate a Grievance or Dispute and Setting of the Date of Hearing.
- (i) Simultaneously with the filing of the demand with the Joint Trade Committee, the complainant will serve a copy of the demand upon the respondent. Within fourteen (14) days of the filing of the demand, the Joint Trade Committee shall notify the complainant and respondent of the date and time for the hearing of the grievance or dispute before the Joint Trade Committee. Service upon the respondent of the complainant's demand to arbitrate, and service upon the complainant and respondent by the Joint Trade Committee of the notice of the date of the hearing of the arbitration, shall be by certified mail and return receipt requested, or overnight express mail. The mailing to an Employer shall be made to the Employer's address on file with the Union.
  - (ii) The date for the hearing by the Joint Trade Committee shall not be less than twenty (20) days, nor more forty-five (45) days, from the date the notice was mailed by the Joint Trade Committee. The Joint Trade Committee may change these time periods at its discretion.

**Art. XVII. Sec. 2. Respondent.**

The respondent may submit to the Joint Trade Committee and to the complainant a response to the complainant's demand to arbitrate, provided that the response is received by the Joint Trade Committee no less than three (3) days before the date of the hearing fixed in the notice.

**Art. XVII. Sec. 3. Arbitration Hearings.**

(a) Representation of the Complainant and Respondent. The Union as a complainant or respondent shall be represented at the hearing by an officer or representative of the Union authorized by its Secretary- Treasurer to act in such capacity, or by the business representative of the local union having



jurisdiction over the geographical area where the incident giving rise to the demand to arbitrate occurred. An Employer as a complainant or respondent, if a corporation, shall be represented at the hearing by an officer thereof, or, if a sole proprietorship, partnership or unincorporated business association, by a principal thereof. If a complainant or respondent is a member of an Employer association recognized by the Union, it may also be represented at the hearing by a duly authorized member of such association. A party has the right to be represented at the hearing by legal counsel.

(b) Hearing procedures. The arbitration hearing shall be conducted by two (2) chairpersons who shall be members of the Joint Trade Committee, one of whom shall be an Association representative and the other a Union representative. The grievance or dispute, proof of due service of same, and any response thereto by the respondent will be presented at the inception of the hearing. The complainant may present witnesses and other evidence in support of the request, and the respondent may present witnesses in its defense. The respondent and complainant will both have the right of cross-examination. The Joint Trade Committee shall be the judge of the relevance and materiality of the evidence offered, and conformity to the state or federal rules of evidence shall not be necessary. The Joint Trade Committee (and any subsequent arbitrators, i.e. the JTB or AAA, pursuant to this Article) shall also consider any alleged violations of the National Labor Relations Act and apply any statutory remedies, if any, with respect to any violation of the National Labor Relations Act.

(c) Nature of Hearings. Hearings shall be as informal as may be reasonable and shall be conducted in the manner considered appropriate by the chairpersons. The chairpersons shall have the authority to vary the procedures as they deem necessary in order to insure that each party is afforded a full and fair opportunity to present any and all material and relevant evidence.

(d) Corroborating Witness. Absent extraordinary circumstances, the Union must produce a corroborating witness (i.e., an individual with firsthand knowledge of the violation) to the Joint Trade Committee in order to meet its burden of proof at a hearing. There shall be no retaliation against any member who provides witness testimony to the Joint Trade Committee.

(e) Minutes of Proceedings. Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other party and the Joint Trade Committee at least three (3) days in advance of the scheduled hearing date. The requesting party shall pay the cost of the transcript and a copy of same must be made available at no cost to the Joint Trade Committee upon the conclusion of the hearing.

(f) Postponements. Except as provided in Article XIII, Section 1(C), the Joint Trade Committee may, for good cause shown, postpone any hearing upon the request of a party or upon the Joint Trade Committee's own initiative, and shall also grant such postponement when all of the Parties agree.

(g) Hearings in the Absence of a Party. The hearing may proceed in the absence of a party or representative who, after due notice, fails to appear or fails to obtain a postponement. A decision and award of the Joint Trade Committee or Joint Trade Board shall not be made solely on the default of a party. The Joint Trade Committee shall require the party who is present to submit such evidence as may be required for the making of a decision.

(h) Interpretation and Application of Procedures, Rules and Regulations. The Joint Trade Committee and



Joint Trade Board shall interpret and apply the above procedures, rules and regulations insofar as they relate to the power and duties of the Joint Trade Committee and the Joint Trade Board, respectively. If an unresolvable difference arises between the Union and Association representatives on the Joint Trade Committee concerning the meaning or application of these procedures, rules and regulations, it shall be resolved and decided by the Joint Trade Board.

**Art. XVII. Sec. 4. Awards.**

(a) The Joint Trade Committee will, no later than thirty (30) days after the close of the hearing, adjust or dispose of the grievance or dispute by rendering an award which may include the imposition of fines and/or penalties, and any statutory remedies available under the National Labor Relations Act or other applicable Laws and Rules. The fines or penalties which may be imposed by the Joint Trade Committee are set forth in the schedule of standardized fines which are made a part of this Article as Section 7. If a demand for arbitration seeks the recovery of wages and/or benefits, the calculation of those wages and benefits shall be presented and determined at the hearing and the total amounts owed shall be reflected in the award.

(b) In the event the Joint Trade Committee fails to render an award within the time provided in the preceding sub-section (a) or a decision cannot be made due to deadlock of the Joint Trade Committee, the Joint Trade Committee shall submit the grievance or dispute to the Joint Trade Board, and the Joint Trade Board shall render an award. The failure of the members of the Joint Trade Board to be present at the arbitration hearing before the Joint Trade Committee shall not preclude the issuance of an award by the Joint Trade Board.

(c) The awards of the Joint Trade Committee and/or the Joint Trade Board, including an award of fines or penalties, shall be final and binding upon the complainant and respondent and all interested parties (except as provided in Article XVI Sec. 3(c)), and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof.

**Art. XVII. Sec. 5. Fines and Penalties.**

(a) All fines and penalties awarded by the Joint Trade Committee and/or the Joint Trade Board, less the reasonable administrative cost and expenses actually incurred, shall be used to defray the costs of District Council No. 9's enforcement of Joint Trade Committee awards, to advance the industry, to sponsor educational programs for the members in good standing of the Union and their children, and to aid and assist in the establishment of programs to increase business activity within the industry and develop and maintain maximum job opportunities for those Union members;

(b) When a Joint Trade Committee or the Joint Trade Board finds that an Employer is guilty of violating the Trade Agreement, the Joint Trade Committee or the, Joint Trade Board may, at its discretion, authorize the Union to designate up to fifty percent (50%) of the Journeypersons in the employ of such Employer for a period not exceeding six (6) months, provided that, with respect to violations of Article XI, the remedies set forth in Article XI, Section 2(E) shall be applicable.



**Art. XVII. Sec. 6. Protection of Complainants.**

No Employer shall dismiss any Journeyman for giving evidence at an arbitration hearing. Such person giving evidence or testimony shall have the protection of the Joint Trade Committee and Joint Trade Board.

**Art. XVII. Sec. 7. Schedule of Fines.**

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

**Violation 1:** No Registration

1st Offense

\$1000.00

2nd Offense

\$1500.00

3rd Offense

\$3000.00 within 12 months, plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union.

\*The Parties agree that the Joint Trade Board has the discretion to hold in abeyance a first offense violation under this section. However, should the same Employer commit a second offense of the same violation, the penalty for any violation held in abeyance will be due in addition to the penalty for the second offense.

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

1st Offense

\$3000.00 - no registration

\$4000.00 - each non-union man

2nd Offense

\$4000.00 - no registration, plus

\$10000.00 for each non-union man, plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union.

**Violation 3:** No overtime permit.

1st Offense

\$1000.00

2nd Offense

\$2000.00

3rd Offense

\$3000.00 within 12 months, plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union

\*The Parties agree that the Joint Trade Board has the discretion to hold in abeyance a first offense violation under this section. However, should the same Employer commit a second offense of the same violation, the penalty for any

violation held in abeyance will be due in addition to the penalty for the second offense.

**Violation 4:** No overtime permit with non-union man on the job.

1st Offense

\$6000.00 - no permit

\$3000.00 - each non-union man

2nd Offense

\$10000.00 - no permit

\$4000.00 - each non-union man

3rd Offense

\$12000.00 within 12 months, plus \$6000.00 for each nonunion man plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union.

**Violation 5:** Discrimination against Job or Shop Steward or retaliation against “whistleblowers”

1st Offense

Wages and fringe benefits \$2000.00 liquidated damages

**Violation 6:** Non-Union man

1st Offense

\$4000.00 for each non-union man plus \$2000.00 liquidated damages

2nd Offense

\$10000.00 for each non-union man plus \$3000.00 liquidated damages plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union.

**Violation 7:** Subcontracting to non-union employer

1st Offense

Penalty contingent upon size and scope of project plus \$6000.00 liquidated damages.

**Violation 8:** Failure to submit Shop Steward Reports or Remittance Reports

1st Offense

\$1000.00 each missing report.

**Violation 9:** Failure to pay wages and/or fringe benefits or payment in cash for wages and/or fringe benefits

1st Offense

Any wages and fringe benefits owed plus liquidated damages in an amount equal to the unpaid (or cash-paid) fringe benefits only, but no less than \$4,000.00.

**Violation 10:** Use of market recovery or other relief or other special rate journeyman(s) on non-market recovery or other relief job(s) or other corresponding operation(s).

1st Offense

Three times the penalty of Violation 6 above and the Joint Trade Committee has the right to suspend or terminate the use of market recovery or other relief for a period of time to be determined by the Joint Trade Committee.

**Violation 11:** Failure to register and/or use of more than one Universal Market Recovery Person on a job and/or use of more than one Universal Market Recovery Person per ten journeypersons per shop.

1st Offense

Joint Trade Committee shall terminate the right to use any Universal Market Recovery Person during the term of this Agreement, and Employer must compensate all Universal Market Recovery Persons performing work on the affected job at the then in-effect full journeyperson package.

**Violation 12:** Failure to pay wages and/or fringe benefits based on the appropriate workday (e.g., an Employer assigns employees assigned to seven (7) hour workday on 80% jobs to jobs that require a minimum of eight (8) hour workday and fails to pay eight (8) hour workday for that job).

1st Offense

Penalties for Violations 9 and 10 above, and wages and benefits for preregistered seven (7) hour workday 80% job shall be paid based on eight (8) hour workday to all employees covered by this Agreement for the entire length of the job.

2nd Offense

Penalties for Violations 9 and 10 above, and Joint Trade Committee shall terminate the right to use any journeypersons based on a seven (7) hour workday for 80% work during the term of this Agreement.

Applicable to all violations above:

In addition to the penalty listed above with respect to the violations set forth in Section 7 above, with the exception of violations 1 and 8 (addressed below), if a violation is found the Joint Trade Committee and/or the Joint Trade Board shall direct the Union to appoint a job steward from the Union Hall for the duration of the job. With respect to violations 1 and 8, in addition to the penalty listed above with respect to the violations set forth in Section 11 above, the Joint Trade Committee and/or the Joint Trade Board may direct the Union to appoint a job steward from the Union Hall for the duration of the job.

**Art. XVII. Sec. 8. Deadlock or Failure of the Joint Trade Board to Render a Decision.**

If the Joint Trade Board deadlocks or otherwise fails to render an award deciding any grievance or dispute within fourteen (14) days of submission to it by the Joint Trade Committee, either party may, within thirty (30) days of the expiration of said fourteen (14) day period, refer the grievance or dispute to arbitration by filing a written request with the Joint Trade Board, with a copy served upon the opposing party. Upon receipt of such request, the Joint Trade Board shall promptly submit such grievance or dispute to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association ("AAA"). The decision of the AAA arbitrator shall be final and binding.



## HEALTH & SAFETY: GENERAL PROVISIONS

**Art. XVIII. Sec. 1.** In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of Employers to ensure the safety of their employees and compliance by their employees with any safety rules contained in this Agreement or those established by the Employers. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event of work related disease, sickness, accident, injury or death. Employers will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work related disease, sickness, accident, injury or death.

**Art. XVIII. Sec. 2.** Employers shall, at all times, provide safe tools, materials and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials and equipment or under such hazardous conditions unless and until they are made safe. No employee shall be dismissed, disciplined or otherwise discriminated against nor shall pay be withheld for refusal to work with such unsafe tools, materials or equipment or under such unsafe or hazardous working conditions.

**Art. XVIII. Sec. 3.** Employers agree that, during the life of this Agreement, they 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. XVIII. Sec. 4.** Employers shall provide, at no cost to the employees, all necessary personal protective equipment and instructions on proper use of such equipment. Employers shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. If, at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained or is not the appropriate personal protective equipment under the particular working conditions, the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such defective, improperly maintained or inappropriate personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained or inappropriate personal protective equipment.

**Art. XVIII. Sec. 5.** Except as clearly and specifically required by law or regulation, no Employer shall require any employee to sign a form or statement dealing with health and safety, hazards in the workplace or instruction and training relating to hazards in the workplace unless that form or statement has been negotiated with and agreed upon by the Union.

**Art. XVIII. Sec. 6.** Employers may require employees to attend all classes concerning the Industry when offered by the Union.

**Art. XVIII. Sec. 7.** The bargaining Parties shall direct the Trustees of the Finishing Trades Institute of New York to create an appropriate and legally permissible program to ensure that all

A handwritten signature or set of initials, possibly 'BA', written in dark ink at the bottom right of the page.

employees are physically fit to perform the necessary duties of the job.

**Art. XVIII. Sec. 8.** When a party with whom an Employer contracts requires security background checks and/or drug tests and/or alcohol tests, employees may be subject to such checks and/or tests. An employee shall cooperate with an Employer as necessary for obtaining any such checks and/or tests. Any disciplinary action imposed from such checks and/or tests shall only be for just cause. All such checks and/or tests shall be confidential, and may be disclosed only to the Association and Union and as per normal business or legal requirements. The Employer shall pay all cost of any such checks and/or tests.

**Art. XVIII. Sec. 9.** Anti-sexual harassment training shall be offered at the Training Center.

### **HEALTH & SAFETY RULES**

**Art. XIX. Rule No. 1.** Regulation of Toxic Material.

With respect to all potentially hazardous and/or toxic materials, the Material Safety Data Sheets and all OSHA requirements shall be made available and all manufacturers' precautions and OSHA mandates shall be strictly adhered to.

**Art. XIX. Rule No. 2.** Regulation & Elimination of Paint Materials Injurious to Health.

It shall be unfair and discriminatory to discharge a Journey person or Apprentice for refusing to handle materials which are determined by competent authority to be injurious to health. If the Joint Trade Committee shall, after hearing, determine that such a violation has occurred, reinstatement shall be ordered, where possible, with a view towards adequately compensating the Journey person or Apprentice for any damages sustained, and ensuring that the problem will not reoccur.

**Art. XIX. Rule No. 3.** Adequate Washing Facilities.

Where running hot or cold water is not available in or about the clothes locker, a sufficient supply of hand cleaner shall be furnished to the Journey persons and apprentices twice a day to provide adequate facilities for clean washing. Five (5) minutes shall be allowed for washing up at noon, and at quitting time.

**Art. XIX. Rule No. 4.** Drinking Water.

Fresh drinking water and sanitary cups shall be provided to all Journey persons and Apprentices twice a day during working hours.

**Art. XIX. Rule No. 5.** Drop Cloths.

Drop cloths shall be maintained in a sanitary condition by the Employer.



**Art. XIX. Rule No. 6. Uniforms.**

The uniform purchased by all eligible members through the Union must be worn by such members. The uniform shall be white overalls with a blue-striped pants and white shirts with blue collars and a white cap with the Union emblem. All work clothes shall be kept clean by the Journeyperson and apprentices. The failure of any such member to wear the uniform and picture I.D. of the Union may be deemed just cause for dismissal. If a member comes to work without a uniform or I.D., the Employer will warn the member not to return to work the following day or thereafter without a uniform and I.D. If the Union discovers the member without a uniform or I.D., it will give prompt notice to the Employer. If, after being warned, the member comes to work, and the Employer permits him or her to work, without a uniform or I.D., the Employer may be fined \$500 and the member will be fined \$100 by the Joint Trade Committee, said fines to be paid to the JTC.

No such fines will be levied in situations where it is not appropriate for members to wear the uniform. The Parties agree that it is always appropriate for Union members to carry their I.D.

Industry Promotional Fund(s) shall reimburse District Council No. 9 for no more than \$150,000 per year for the life of this Agreement for the cost of providing uniforms for Journeypersons and Apprentices covered by this Agreement.

**Art. XIX. Rule No. 7. Injuries.**

Any injury, no matter how slight, must be reported immediately to the Employer's representative and the Union's representative and shall be immediately taken care of by the employee's physician, if required. On all jobs where there are five (5) Journeypersons and Apprentices or more, a first aid kit shall be provided.

**Art. XIX. Rule No. 8. Use of Elevators.**

On all buildings in which elevator service is provided for any other trade, such service shall be made available to all Bargaining Unit members.

**Art. XVIII. Rule No. 9. Scaffolds.**

The scaffold work rate shall be paid for (i) interior and exterior swing scaffold work, which shall include any work on an exterior job where a swing scaffold is used during the performance of the job (whether or not the particular work is done from the scaffold, on a fire escape, or otherwise); (ii) any interior portion of the work on a job where a swing scaffold is required in the performance of that interior work; (iii) work done with window belts or from boatswain chairs; and (iv) work performed twenty (20) feet or more from the floor or ground, including such work when done from extension ladders, or from stationary or rolling platforms, but not including such work when done from completely decked-over platforms. In determining the height of the work, the highest point of work on the surface shall govern, and all work on that surface shall be compensated at the rate so determined.



**Art. XIX. Rule No. 10. Blood Testing.**

Whenever blood testing, urine analysis or any other form of testing is a condition of employment on a job, all costs related to said testing shall be borne by the Employer.

**Art. XIX. Rule No. 11 OSHA Training.**

The Employer shall not permit any Journeyman or Apprentice to work unless such Journeyman or Apprentice has completed the appropriate OSHA training as per OSHA regulations, and will comply with any other statutorily required training programs, such as, but not limited to, New York City Local Law 196. The Employer shall have the burden of proving that the JOURNEYPERSON or apprentice satisfied this requirement. The Union shall make every reasonable effort to provide timely OSHA, New York City Local Law 196, and related training and subsequent certifications at the Training Center.

**Art. XIX. Rule No. 12 Safety Training for Foremen.**

In addition to the training required in Rule No. 11, all foremen must attend a minimum of eight (8) hours of safety training per calendar year.

## INSURANCE

**Art. XX.** Every Employer shall carry all insurance required under state and/or federal laws and shall be required to keep a Certificate of Workers' Compensation on file with the Union.

## FRINGE BENEFIT CONTRIBUTIONS

**Art. XXI. Sec. 1.** Notwithstanding any other provision of this Agreement the Board of Trustees of the Painting Industry Insurance Fund (the "Insurance Fund") shall administer benefit contributions paid by Employers who are signatories to this Agreement ("Signatory Employers") for work performed within the jurisdiction of this Agreement, pursuant to the rules, regulations and procedures set forth in this Article. The Board of Trustees of the Insurance Fund shall also administer benefit contributions paid by members of the Window and Plate Glass Dealers Association and the Association of Wall, Ceiling and Carpentry Industries of New York, Inc. for work performed on account of which contributions are required to be made to the Funds set forth below, which members and contributions shall be subject to the rules, regulations and procedures set forth in this Article (and Articles XXII and XXIII). The bargaining Parties' shall recommend to the Trustees that all Trustees shall have access to proof of work and payroll records.

**Art. XXI. Sec. 2. Contribution Rates.**

(a) All Signatory Employers shall make contributions as defined in this Agreement, for each hour worked, and for overtime hours (for which fringe contributions shall be made at the rate of time and one half) by their employees covered under this 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 (b) herein.

(b) "Gross Wages" and "Gross Wages Payable" as used in this Agreement shall mean and include whichever of the two definitions below may be greater:

- (i) The actual total gross earnings of any Journeyman or Apprentice; or
- (ii) A gross estimated wage figure, subject to readjustment as hereinafter provided, equivalent to two (2) times the Signatory Employer's cost of all materials used by it 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. XXI. Sec. 3. Trust Administration.**

(a) Contributions – Each Signatory Employer shall pay to the Insurance Fund under Agreements and Declarations of Trust heretofore and hereafter created or amended, the terms and provisions of which are specifically incorporated herein by reference, contributions for each trust fund in such amounts as are set forth in the schedule of wages and benefit contributions in this Agreement for all Journeymen and Apprentices employed by the Signatory Employer for the most recent pay period. Each Signatory Employer shall be bound by and to the Agreements and Declarations of Trust of such trust funds, and the Policy for Collection of Delinquent Contributions, as may be amended from time to time, and all interpretations of and rules and regulations issued thereunder, as though they had actually signed the same. Such contributions shall be deposited, in accordance with the terms of this Agreement, into the following trust funds and administered as set forth hereafter:

- (i) Insurance Fund. (to provide health and welfare and vacation benefits) (See Art. XXI. Sec. 7.)
- (ii) International Union of Painters and Allied Trades Union and Industry National Pension Fund. (See Art. XXI. Sec. 5.)
- (iii) District Council No. 9 Painting Industry Annuity Fund. (See Art. XXI. Sec. 6.)
- (iv) Finishing Trades Institute of New York (See Art. XXI Sec. 6A)
- (v) International Union of Painters and Allied Trades Finishing Trades Institute (See Art. XXI. Sec. 6A)
- (vi) The Finishing Industries Labor-Management Cooperation Initiative. (See Art. XXI. Sec. 7)
- (vii) District Council No. 9 Political Action Together - Political Committee. (See Art. XXI. Sec. 8)
- (viii) International Union of Painters Allied Trades Political Action Together – Political Committee. (See Art. XXI. Sec. 9)



(ix) Association of Master Painters and Decorators of New York Industry Promotion Fund, Association of Wall, Ceiling and Carpentry Industries of New York, Inc. Promotion Fund, Window and Plate Glass Dealers Association Promotion Fund. (See Art. XXI. Sec. 12)

(x) DC 9 Scholarship. (see Art. XXI. Sec. 13)

(b) Administration of Contributions – Each Board of Trustees 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 hereunder in their sole and absolute discretion and as they may determine from time to time.

**Art. XXI. Sec. 4. Market Recovery Electronic Voucher System.**

**Art. XXI. Sec. 4(A). Method of Operation.**

(i) Market Recovery Electronic Vouchers - Each Signatory Employer employing a Journeyman shall make benefit contributions for said Journeyman by purchasing market recovery benefit contribution vouchers from the Funds on a weekly basis. Market recovery vouchers shall represent payment for hourly benefit contributions in such denominations as the Trustees of the Funds shall deem appropriate.

(ii) Purchase of Market Recovery Electronic Vouchers - The Signatory Employer shall file with the Funds a weekly requisition for market recovery vouchers accompanied by the exact amount of payment to the Funds for all market recovery vouchers purchased. In the event that a Signatory Employer defaults on any specific remittance for any reason, payment for market recovery vouchers thereafter shall be by certified or bank check only. Market recovery vouchers shall be issued by the Funds electronically so as to insure timely delivery of market recovery vouchers to Journeymen. The bargaining Parties shall direct the trustees of the funds to create an optional electronic transfer system directly from the Employer's payroll system to the Funds.

(iii) Delivery of Market Recovery Electronic Vouchers - Market recovery vouchers representing the number of hours of work credited to each Journeyman weekly shall be given to each Journeyman with his or her wages. In the event a Journeyman is laid off prior to the end of the payroll week, all market recovery fringe benefit contribution vouchers for hours of work credited to the Journeyman must be delivered and received by the Union or the Journeyman before the close of business of the following business day.

(iv) Weekly remittance reports - The Signatory Employer shall file with the Funds a weekly remittance report in a form provided by the Funds setting forth the name of each Journeyman or Apprentice employed by the Signatory Employer the prior work week, the number of hours of work credited and the market recovery fringe benefit contribution voucher issued to each Journeyman and fringe benefit contribution voucher issued to each Apprentice. Any signatory Employer who fails to include all workers in the remittance report, or fails to accurately submit a weekly remittance report, shall be in violation of this Agreement.

**Art. XXI. Sec. 4(B). Violations:** In the event a Signatory Employer fails to remit market recovery



vouchers to any Journey person at the time such vouchers must be given to the Journey person, sells vouchers, duplicates vouchers, violates this Agreement in any manner (including, but not limited to, subcontracting in violation of the Trade Agreement) that causes vouchers not to be remitted, or in any manner avoids the requirements of the market recovery voucher system, such act or inaction shall constitute a failure to pay benefits contributions under this Agreement. In such event, the Union and the Funds shall each have the right to any and all remedies provided for in this Agreement for a breach of the Agreement and/or failure to pay fringe benefit contributions, as well as any remedies provided for under state or federal law.

**Art. XXI. Sec. 4(C).** Shop Steward Reports: In addition to the remittance report referred to in subsection 4(A)(iv) above, each Signatory Employer shall prepare and give to the Shop Steward for each job by the close of business of the business day following the end of the payroll week, a Shop Steward weekly payroll report. Such report shall list each Journey person or Apprentice at the subject job for the preceding payroll week, hours of work credited, market recovery fringe benefit contribution voucher serial numbers received by the Journey person or Apprentice, social security number, and location of the job site.

**Art. XXI. Sec. 4(D).** Signatory Employer Withholding Obligation: The Signatory Employer hereby agrees to withhold all taxes, benefit contributions and check off from Journey persons and Apprentices and to remit same to the funds as set forth herein.

**Art. XXI. Sec. 5.** International Union of Painters and Allied Trades Union and Industry National Pension Trust ("Pension Fund").

**Art. XXI. Sec. 5(A).** The Trustees as described in Article XXI Sec. 1 shall pay all contributions received from Signatory Employers for pension benefits to the Trustees of the International Union of Painters and Allied Trades Union and Industry National Pension Fund (the "National Trustees").

**Art. XXI. Sec. 5(B).** The National Trustees shall administer and expend said contributions pursuant to the provisions of an Agreement and Declaration of Trust, as amended, and also in accordance with the Merger Agreement, by and between the Trustees of the District Council No. 9 Painting Industry Pension Fund and the National Trustees.

**Art. XXI. Sec. 5(C).** Upon receipt of payment from a Signatory Employer the Trustees of the Insurance Fund shall remit to the National Trustees the pension contributions collected by the Trustees of the Insurance Fund for the most recent pay period together with a list of Journey persons and Apprentices for whom pension contributions have been received and are covered hereby and the number of hours and/or days worked by each Journey person and Apprentice during the applicable period.

**Art. XXI. Sec. 5(D).** To the extent that (i) any contribution schedule applicable to Association members adopted by the trustees of the International Union of Painters and Allied Trades Union and Industry National Pension Fund is greater than the contribution rate that was otherwise in effect under the collective bargaining agreement for the remainder of its term or (ii) any Employer under this Agreement becomes subject to the automatic Employer surcharge under Section 432 of the



Internal Revenue Code or any excise tax, penalty, fee, other surcharge or other amount relating to the funding of the Pension Fund (including those under Section 4971(g) of the Internal Revenue Code, but not including interest, liquidated damages, or other amounts owed as a consequence of failing to make timely remittance of contributions to the Pension Fund), then the Parties shall meet and reach an agreement to pay for any additional contribution and/or surcharge amounts, excise taxes, penalties, fees or other amounts that such Employer is required to pay within the economic parameters of the Trade Agreement.

**Art. XXI. Sec. 5(E).** The Parties expressly incorporate the terms of the Memorandum of Agreement adopting required increases to hourly Pension Fund contributions, entered into by the Parties on June 4, 2024, attached herein as "Exhibit A."

**Art. XXI. Sec. 6(A).** Finishing Trades Institute of New York and the International Union of Painters and Allied Trades Finishing Trades Institute.

(a) For the duration of this Agreement and any renewals or extensions thereof, the Signatory Employers and any Employer as defined in the Agreement and Declaration of Trust 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") 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. All of the aforesaid payments shall be made in such amounts as set forth in the following subsection 6(B) and as set forth in the schedules of wages and contributions in this Agreement.

(b) Contributions:

(i) For each hour worked or portion thereof, for which a Journey person 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 Journey person 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 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 Journey person or Apprentice receives pay, including hours attributable to show up time and other hours for which pay is received by the Journey person or Apprentice in accordance with this Agreement.

(iv) Contributions shall be paid on behalf of any Journey person or Apprentice, including probationary employees, starting with his/her first hour of employment in a job classification covered by this Agreement.



(v) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the I.U.P.A.T. Finishing Trades Institute, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust.

(vi) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the I.U.P.A.T. Finishing Trades Institute, such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust.

(vii) 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. Finishing Trades Institute in accordance with and pursuant to the Agreement and Declaration of Trust.

**Art. XXI. Sec. 6(B). Painting Industry Insurance Fund.**

(a) For the duration of this Agreement, and any renewals or extensions thereof, the Signatory Employers agree to make payments to the Insurance Fund under an Agreement and Declaration of Trust, as amended thereafter from time to time, the terms of which are herein specifically incorporated by reference, for contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Agreement and to be bound by said Agreement and Declaration of Trust as though they had actually signed the same.

The Signatory Employers hereby irrevocably designate as their representatives on the Board of Trustees of the Insurance Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Insurance Fund.

The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Insurance Fund such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Insurance Fund.

The parties hereto further agree to be bound by all of the lawful actions taken by the Trustees of the Insurance Fund in accordance with and pursuant to the Agreement and Declaration of Trust establishing the Insurance Fund.

**Art. XXI. Sec. 6(C). Painting Industry Annuity Fund.**

(a) For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers agree to make payments to the Painting Industry Annuity Fund under an Agreement and Declaration of Trust, as amended thereafter from time to time, the terms of which are herein specifically incorporated by reference, for contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Trade Agreement and to be bound by said Agreement and Declaration of Trust as though they had actually signed the same.

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(b) The Signatory Employers hereby irrevocably designate as their 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 the Agreement and Declaration of Trust establishing the Painting Industry Annuity Fund.

(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 Union Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Painting Industry Annuity Fund.

(d) The Parties hereto further agree to be bound by all of the lawful actions taken by the Trustees of the Painting Industry Annuity Fund in accordance with and pursuant to the Agreement and Declaration of Trust establishing the Painting Industry Annuity Fund.

**Art. XXI. Sec. 7. Labor Management Cooperation Initiative.**

**Art. XXI. Sec. 7(A).** For the duration of this Agreement, and any renewals or extensions thereof, the Signatory Employers and any Employer as defined in an Agreement and Declaration of Trust establishing the Labor Management Cooperation Initiative ("LMCI") agree to make payments to the LMCI for the Journeypersons and Apprentices covered by this Agreement and to be bound by and to said Agreement and Declaration of Trust. The Association of Master Painters and Decorators of New York, Inc. agrees to submit ten cents (\$0.10) per hour to the LMCI.

**Art XXI. Sec. 7(B).** Contributions: For each hour worked or portion thereof, for which a Journeyperson or Apprentice receives pay, the Signatory Employers shall make a contribution in the amount set forth in the schedule of wages and benefit contributions in this Agreement. For the purposes of this section, 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 Agreement.

**Art. XXI. Sec. 7(C).** All contributions shall be made in the same manner as contributions are made for the other funds provided for in Article XXI. The Trustees shall have the authority to have an independent Certified Public Accountant audit the financial books and records of the Signatory Employer for the purpose of determining the accuracy of contributions to this fund.

**Art. XXI. Sec. 8. District Council No. 9 Political Action Together — Political Committee.**

Each employee may, by written instructions, direct the Trustees of the Insurance Trust to deduct from the JOURNEYPerson's or apprentice's vacation account, one cent per hour of each hourly contribution made by the Signatory Employer to the JOURNEYPerson's or apprentice's account, and remit same to the District Council No. 9 Political Action Together -Political Committee. It is specifically understood and agreed by the Parties to this agreement that the Signatory Employers have no involvement whatsoever with the establishment or operation of this program. The Trustees' responsibility hereunder is limited solely to facilitating the collection and remission of such amounts to the D.C. 9 - PAT.



**Art. XXI. Sec. 9. International Union of Painters and Allied Trades Political Action Together — Political Committee.**

Authorization. Each Signatory Employer shall agree to deduct from every Journeyperson's or Apprentice's wages in the amount set forth in the schedule of wages and benefit contributions in this Agreement per hour, and to pay same as a contribution to the International Union of Painters and Allied Trades Political Action Together Fund. Each Signatory Employer agrees to honor authorization for check-off of political contributions from all Journeyperson or Apprentices and who supply such authorization in the form or such other similar form as the International Union of Painters and Allied Trades Political Action Together Fund shall deem acceptable.

**Art. XXI. Sec. 10. Check-off of Administrative Dues.**

**Art. XXI. Sec. 10(A).** Dues Check-Off System: Every Signatory Employer hereby agrees to check-off from the gross taxable wages, defined herein as total wages, vacation, and Political Action Together contributions, of each Journeyperson and Apprentice employed by such Signatory Employer during the term of this Agreement administrative dues in the amounts set forth in the Union Bylaws and any amendments thereto.

**Art. XXI. Sec. 10(B).** Administration of Dues Check-Off: Upon receipt of payment from the Signatory Employer, the Trustees of the Insurance Fund shall remit to the Union the entire amount of administrative dues collected by said Trustees for the most recent pay period together with a list of Journeypersons and Apprentices covered hereby for whom dues have been received 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. XXI. Sec. 10(C).** Employee Authorization: At the time of the employment of any Journeyperson or Apprentice, the Signatory Employer will submit to each Journeyperson and Apprentice a dues deduction authorization card in triplicate for his/her voluntary signature, one copy of which is to be retained by the Signatory Employer, one copy retained by the Journeyperson or Apprentice and the other returned to the Union. The form is to be supplied to the Signatory Employer by the Union.

**Art. XXI. Sec. 10(D).** Signatory Employer's Obligations: The obligations of the Signatory Employers under subsection 10(A) above shall only be as to Journeypersons and Apprentices who have voluntarily signed a valid dues deduction and authorization card as referred to in subsection 10(C) above.

**Art. XXI. Sec. 11.** Liability of the Trustees and Cost of Administration: Sections 8, 9, and 10 of Article XXI are only for the convenience of the Union to better facilitate the collection of its administrative dues and the collection and remission of contributions to the District Council No. 9 Political Action Together - Political Committee and the International Union of Painters and Allied Trades Political Action Together - Political Committee concurrently with collecting Signatory Employer Fringe Benefit Contributions. Neither the Insurance Fund nor any of the fringe benefit funds to which contributions are required to be made under this Agreement (nor any of their Boards of Trustees or fiduciaries) will incur any liability for any failure to collect any such administrative dues or contributions.

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For its services, the Union hereby agrees to reimburse the Insurance Fund for all reasonable costs of administration of the check-off of administrative dues or the collection of contributions to the District Council No. 9 Political Action Together – Political Committee and the International Union of Painters and Allied Trades Political Action Together - Political Committee, and to indemnify and hold harmless the Funds, their Trustees and/or the other fiduciaries 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 no Association nor any Signatory Employer has any involvement whatsoever with the establishment or operation of this program.

**Art. XXI. Sec. 12. Industry Promotion Funds.**

a) Administration. The Association of Master Painters and Decorators of New York Industry Promotion Fund shall be administered by the Association of Master Painters and Decorators of New York, Inc. The Association of Wall, Ceiling and Carpentry Industries of New York, Inc. Industry Promotion Fund shall be administered by the Association of Wall, Ceiling and Carpentry Industries of New York, Inc. The Window and Plate Glass Dealers Association Industry Promotion Fund shall be administered by the Window and Plate Glass Dealers Association.

b) Contributions. For each hour worked or portion thereof, for which a Journey person or Apprentice receives pay, the Signatory Employers shall make a contribution in the amount set forth in the schedule of wages and benefit contributions in this Agreement. Contributions shall be paid to either the Association of Master Painters and Decorators of New York Industry Promotion Fund or the Window and Plate Glass Dealers Association Industry Promotion Fund or the Association of Wall, Ceiling and Carpentry Industries of New York, Inc. Industry Promotion Fund (collectively, the Industry Promotion Funds"), to be determined as follows:

(iii) For all other work performed under this Agreement, contributions shall be made to the Association of Master Painters and Decorators of New York Industry Promotion Fund.

(iv) The painting industry promotion fund will increase subject to the following schedule:

a. May 1, 2024	\$0.57
b. May 1, 2025	\$0.60
c. May 1, 2026	\$0.63
d. May 1, 2027	\$0.66

(c) No Anti-Union Activity -The Associations and their Employer members agree that no moneys collected by the Industry Promotion Funds shall be used for any anti-union activity or any actions detrimental to union membership.

(d) Liability of the Trustees and Cost of Administration. Section 11 of Art. XXI is only for the convenience of the Associations to better facilitate the collection and remission of contributions to the Industry Promotion Funds concurrently with collecting Signatory Employer Fringe Benefit Contributions. Neither the Insurance Fund nor any of the fringe benefit funds to which contributions are



required to be made under this Agreement (nor any of their Boards of Trustees or fiduciaries) will incur any liability for any failure to collect any such contributions. For its services, the Associations hereby agree to reimburse the Insurance Fund for all reasonable costs of administration of the collection of contributions to the Industry Promotion Funds and hold harmless the Funds, their Trustees and/or the other fiduciaries 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 or operation of this program.

**Art. XXI. Sec. 13.** – DC 9 Scholarship Fund. For the duration of this Agreement, and any renewals or extensions thereof, the Signatory Employers agree to make contribution payments to the DC 9 Scholarship Fund in such amounts as are set forth in the schedule of wages and benefit contributions in this Agreement, and the Union shall administer the DC 9 Scholarship Fund for which the Signatory Employers agrees to make said contributions. The Signatory Employers agree to be bound by the DC 9 Scholarship Fund Trust Agreement and further agrees to be bound by all actions taken in conformity with said Agreement, which may be amended from time to time, the terms of which are specifically incorporated herein by reference. Failure by the Employer to remit contributions to the DC 9 Scholarship shall be deemed a breach of this Agreement. In such event the Trustees of the Funds are authorized to collect from the Employer those contributions only for the convenience of the Union to better facilitate the collection and remission of contributions to the DC 9 Scholarship concurrently with collecting Signatory Employer Fringe Benefit Contributions. Neither the Insurance Fund nor any of the fringe benefit funds to which contributions are required to be made under this Agreement (nor any of their Boards of Trustees or fiduciaries) will incur any liability for any failure to collect any such contributions. For its services, the Union hereby agrees to reimburse the Insurance Fund for all reasonable costs of administration and/or the collection of contributions to the DC 9 Scholarship, and to indemnify and hold harmless the Funds, their Trustees and/or the other fiduciaries against any and all claims, demands, suits and liabilities that may arise out of such administration and/or collection. It is specifically understood and agreed by the Parties to this Agreement that no Association nor any Signatory Employer has any involvement whatsoever with the establishment or operation of this program.

**Art. XXI. Sec. 14.** IUPAT Central Collections Unit.

Signatory Employers shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Joint Apprenticeship and Training Fund, the Finishing Industries Labor-Management Partnership, the IUPAT Political Action Together (and any and all other affiliated International organization as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments either directly or through an intermediate body to the ‘Central Collections Unit’ of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

**Art. XXI. Sec. 15.** ADR of Workers’ Compensation Claims. The Parties agree to explore the establishment of an alternative dispute resolution program for the resolution of workers’ compensation claims.



**Art. XXI. Sec. 16.** The Parties direct the health fund trustees to continue to explore all appropriate efforts to achieve health fund savings each year, through various techniques such as: rebidding vendor contracts, limiting the hospital/provider network, etc. while continuing to ensure quality care.

## **ENFORCEMENT OF ARTICLE XXI**

**Art. XXII. Sec. 1. Payments.**

**Art. XXII. Sec. 1(A).** All Article XXI Fringe Benefit Contributions shall be made at such times and in such manner as the Boards of Trustees (collectively, the "Trustees") and/or the National Trustees shall prescribe in accordance with the applicable Trust Agreement, as amended from time to time. The Signatory Employers agree that the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll records, records, payroll tax returns, cash disbursements records, bank statements, vendor invoices and any and all union reports for all other trades, wages and general ledger of any Signatory Employer for the purpose of determining the accuracy of such contributions, provided, however, that the compensation and social security number of senior management of the Signatory Employer may be redacted from all such records. "Senior management" shall be defined as any officer, director, partner(s) or owner(s).

The independent Certified Public Accountant shall have the authority to audit, in addition to the documents and information set forth in the preceding paragraph, corporate tax information relating to a Signatory Employer or its affiliated entities, in the event that such independent Certified Public Accountant, in his professional judgment, determines that it is necessary to review such documents and information for the purpose of determining the accuracy of the Signatory Employer's Article XXI Fringe Benefit Contributions and such independent Certified Public Accountant provides to the Signatory Employer, in writing, with an advance explanation of the reasons for such determination. All documents and information furnished by the Signatory Employer in connection with such audit, shall be treated as confidential and shall not be disclosed to any third parties, except as may be necessary to enforce the Signatory Employer's obligation with respect to the Fringe Benefit Funds under this Agreement.

Unless otherwise provided by the Trustees, payments for all fringe benefit contribution vouchers must be made by certified or bank checks. No cash currency, personal or business checks shall be accepted, except by Signatory Employers in good standing of a recognized Association or other Signatory Employers, who shall be able to pay with regular business account checks on a New York State licensed bank with a branch located in the geographic jurisdiction of this Agreement. If any Signatory Employer shall have its check dishonored, then this privilege shall be withdrawn.

**Art. XXII. Sec. 1(B).** For the purpose of this Article, Article XXI and Article XXIII, each hour worked and paid for, including hours attributable to show up time, and other hours for which pay is received by a Journeyman or Apprentice in accordance with this Agreement, shall be counted as hours for which Art. XXI Fringe Benefit Contributions are payable.

**Art. XXII. Sec. 1(C).** Art. XXI Fringe Benefit Contributions shall be paid on behalf of any Journeyman or Apprentice, including, but not limited to probationary employees, starting with



his/her first day of employment in a job classification covered by this Agreement.

**Art. XXII. Sec. 1(D).** The failure of an Employer to make fringe benefit contributions or pay interest, liquidated damages or fees related thereto as provided in this Article and Article XXIII and XXI, shall be attributed to any officer, stockholder, partner or proprietor in actual control of said Employer, and execution of this 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 or pay interest, liquidated damages or fees related thereto due pursuant to this Article and Article XXI and Article XXIII shall follow said officer, stockholder, partner and/or proprietor into any succeeding enterprise entered into by said person. Where the Trustees determine that an Employer is being operated in the name of a nominee, family member, 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.

**Art. XXII. Sec. 1(E).** Fringe Benefit Contributions Payment Method. Signatory Employers must make Art. XXI Fringe Benefit Contributions under the Electronic Voucher System. The amount of the security payment shall be as set forth in Article XXIII, Sec. 1(c). Benefit contributions are considered assets of the respective Funds and become vested plan assets when they become due from the Employer, whether or not they have been paid to the Funds, and title to all money paid to or due and owing the Funds vests and exclusively remains in the Trustees of the Funds. The Employer shall have no legal or equitable right, title or interest in or to any sum paid by or due from the Employer and such contributions constitute a trust fund.

**Art. XXII. Sec. 1(F).** Regardless of the ability or inability of a Signatory Employer to pay its required Fringe Benefit Contributions, the Signatory Employer shall be required to submit ~~fringe benefit~~ ~~system~~ remittance reports weekly. The failure to submit such reports will subject the Signatory Employer to fines by the Joint Trade Committee.

**Art. XXII. Sec. 1(G).** Except with respect to management and/or office personnel who have resigned their active membership from the Union and from using the tools of the trade, JOURNEYPersons and apprentices shall only be assigned to bargaining unit work as defined in this Trade Agreement. If a JOURNEYPerson or apprentice is directed to perform non-bargaining unit work by its Signatory Employer in violation of this Trade Agreement, the Employer shall be liable to pay contractual wages and make fringe benefit contributions on behalf of the JOURNEYPerson and apprentice for each hour worked and paid for the non-bargaining unit work.

## **Art. XXII. Sec. 2. Penalties.**

**Art. XXII. Sec. 2(A).** The required Art. XXI Fringe Benefit Contributions constitute a consideration for entering into this Agreement and constitute its very essence. Failure by any Signatory Employer to pay to the Trust Funds amounts due under this Agreement shall be deemed a breach of this Agreement, and thereupon a termination notice shall be served by the Trustees upon the Union. In such event, the Union must enforce the foregoing and following provisions relating to payment to the Trustees. In the event a Signatory Employer fails to make the required payments or reports for more than forty-eight



(48) hours after such notice of termination, the Union must order its Journey persons and Apprentices to cease work on all the delinquent Employer's projects until all required payments and/or reports have been rendered. Such Signatory Employer must pay all such Journey persons and Apprentices for all time lost, not to exceed one (1) week of wages per Journey person or Apprentice.

**Art. XXII. Sec. 2(B).** If a Signatory Employer fails to make contributions to the Pension Fund within the date required by the National Trustees or fails to make any other Art XX Fringe Benefit Contributions when due in a timely manner pursuant to this Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, notwithstanding any other provisions hereof to the contrary. The Signatory Employer shall be liable for all costs of collection of the payments due together with attorneys' fees and such penalties as may be assessed by the Trustees and/or National Trustees, as set forth in Article XXIII, Sec. 2(A), (B), (C) and (D). The Signatory Employer's liability for payment of Pension Fund Contributions under this Agreement shall not be subject to or covered by the grievance or arbitration procedure in Articles XV and XVI, nor the "no strike" clause in Art. XXVI.

(c) Any job action taken by the Union pursuant to the procedures in foregoing Article XXII, Sections 2(a) and (b) shall not be covered by the "no strike" clause set forth in Article XIV. The Union shall suffer no liability for ordering its members to cease work upon demand from the Trustees and each Signatory Employer expressly waives any right it may have to bring suit for damages or other relief against the Union for breach of the no-strike clause in the event the Union orders its members to cease work after demand from the Trustees.

**Art. XXII. Sec. 3.** Qualification for Income Tax Deductions: Each of the Trust Funds set forth in Article XXI which are intended to qualify under the Internal Revenue Code shall at all times conform with the currently applicable requirements of the Internal Revenue Code so as to enable each Signatory Employer at all times to treat Art. XXI Fringe Benefit Contributions as a current deduction for income tax purposes. In the event that an Art. XXI Fringe Benefit Contribution is not currently deductible, the Signatory Employer shall not be required to make such payment.

### **BONDS, DAMAGES, FEES AND INTEREST**

**Art. XXIII. Sec. 1. Bonds.**

**Art. XXIII. Sec. 1(A).** Security: The Signatory Employer shall provide security to the Trustees for the faithful performance by it of the requirements under this Agreement for the payment of Signatory Employer Benefit Contributions, liquidated damages, interest, attorneys' fees, costs of collection and other monetary obligations under this Agreement. The Trustees shall be entitled to retain any interest that accrues on such security during the time such security is deposited with the Trustees.

**Art. XXIII. Sec. 1(B).** Form of Security: Such security deposited with the Trustees shall be in the form of cash, surety bond acceptable to the Trustees or other security acceptable to the Trustees.



**Art. XXIII. Sec. 1(C).** Amount of Security: The amount of security which the Signatory Employer is required to deposit with the Trustees under the voucher system shall be based on Employer company payroll from the prior fiscal year as set forth below. The security provided in accordance with the foregoing shall be available to satisfy any delinquency, and to satisfy any judgments obtained by the Trustees in connection with delinquent contributions. in Article XXI Fringe Benefit Contributions and any interest or liquidated damages resulting from such delinquency. In the event that a former Signatory Employer does not report any work covered by this Trade Agreement (or its successor) for a two year period and such Employer refuses or fails to make records available to the Certified Public Accountant as described in Article XXII, Section 1(a), the entire amount of such Employer's security shall apply and be paid to the Fringe Benefit Funds (in proportion to their respective contribution rates) to the Signatory Employer's credit.

- (a) Up to \$250,000 in company payroll – bond of \$25,000
- (b) \$250,000 to \$500,000 in company payroll – bond of \$50,000
- (c) \$500,000 to \$1,000,000 in company payroll – bond of \$100,000
- (e) over \$1,000,000 in company payroll – bond of \$200,000

The Parties recognize that the Association is the principal bargaining partner of the Union, and as such, all Association members shall receive a 25% reduction in the above-listed bond amounts during the term of this Agreement, except the minimum bond shall be \$25,000.

**Art. XXIII. Sec. 1(D).** If at any time an Employer's security on deposit with the Trustees shall, for any reason, be in an amount less than the amount required by this Section, the Signatory Employer shall immediately deposit with the Trustees additional security so that the Signatory Employer's security on deposit shall at all times comply with this Section.

**Art. XXIII. Sec. 1(E).** The Trustees may not accept any surety bond, cash deposit, or other non-cash collateral from any Signatory Employer who shall have failed in the past to make payment of any sums found by the Trustees or National Trustees to be due under this Agreement or under any prior Agreement.

**Art. XXIII. Sec. 1(F).** Additional Security: In the event the Trustees determine that a Signatory Employer is guilty of violating any provision of this Agreement or in the event the Trustees bring suit against a Signatory Employer to collect unpaid Art XX Fringe Benefit Contributions or interest, liquidated damages or fees related thereto, the Signatory Employer shall provide additional security in such form and amount, as the Trustees shall determine. The Trustees may, but are not required to, assess such additional security in an amount no less than the amount of the Signatory Employer's potential, existing or future liability to the Trustees. Any additional security required pursuant to this subsection shall be deposited with the Trustees who are authorized to pay out of such security any sums found by the Trustees to be due for unpaid Art. XXI Fringe Benefit Contributions, liquidated damages, interest, attorneys' fees, or other costs of collection.

**Art. XXIII. Sec. 2.** Damages, Interest and Fees.

**Art. XXIII. Sec. 2(A).** Liquidated Damages: Time is of the essence for the payment of Art.



XXI Fringe Benefit Contributions. The Parties recognize and acknowledge that the regular and prompt payment of Art. XXI Fringe Benefit Contributions by Signatory Employers is essential, and that it would be extremely difficult, if not impractical, to fix the actual expense and damages which will result from a failure of a Signatory Employer to make the required Art. XXI Fringe Benefit Contributions in full within the time provided and without becoming delinquent.

Therefore, the parties agree that if the required Art. XXI Fringe Benefit Contributions shall become delinquent, the amount of damage resulting from any such delinquency shall be, by way of liquidated damages, and not as a penalty, a sum equivalent to 10% of the total Art. XXI Fringe Benefit Contributions required pursuant to this Agreement, for each failure to pay in full within the time provided in Art. XXII, Sec. 1(G), for each pay period for which payments are required to be made; *unless* a lawsuit is commenced to recover such contributions in which case the liquidated damages shall be 20% of the required contributions. The liquidated damages so fixed and computed shall be added to and become a part of the Signatory Employer's required Art. XXI Fringe Benefit Contribution due to any of the Trustees.

Notwithstanding the foregoing, no Signatory Employer shall be assessed liquidated damages if a delinquency is cured within 29 days from the date from which contributions were due.

**Art. XXIII. Sec. 2(B).** Interest: If the required Art. XXI Fringe Benefit Contributions of a Signatory Employer become delinquent, in addition to the amount assessed as liquidated damages, interest shall be added to the obligation of the delinquent Signatory Employer calculated monthly at the annual rate of the prime rate plus 2.0% per month, which shall be calculated based upon the sum of all Art. XXI Fringe Benefit Contributions due for the period for which the Employer is delinquent, starting with the first day of delinquency. Notwithstanding the foregoing, no Signatory Employer shall be charged interest if a delinquency is cured within 8 days from the date from which contributions were due.

**Art. XXIII. Sec. 2(C).** Attorneys' Fees and Cost of Collection: If the required Art. XXI Fringe Benefit Contributions become delinquent, in addition to the amount due as liquidated damages and interest as provided for in the preceding subsection (A) and (B), there shall be added to the obligation of the delinquent Signatory Employer all reasonable expenses incurred by the Trustees in the collection of any delinquency, liquidated damages and interest, including, but not limited to, (i) reasonable attorneys' fees; (ii) accountant's fees; (iii) cost of attachment and execution; (iv) bond; (v) receivers; and (vi) court costs.

**Art. XXIII. Sec. 2(D).** All liquidated damages, interest, and any other costs and assessments due and received from a delinquent Signatory Employer shall be paid to and received by the Trustees.

**Art. XXIII. Sec. 3.** Trust Fund Hearing.

**Art. XXIII. Sec. 3(A).** Signatory Employer Request: Should a Signatory Employer, after an audit held by the Trustees, be subject to an assessment of additional Art. XXI Fringe Benefit Contributions, the Signatory Employer shall be entitled, on request, to a hearing before the Trustees or a properly appointed subcommittee thereof. At such hearing, the Signatory Employer shall be given an



opportunity to present all available facts and shall be subject to open examination thereon so that the Signatory Employer may establish an actual lower direct labor cost such that a readjustment of the basis for the calculation of the Signatory Employer's Fringe Benefit Contributions due to the Trustees is warranted. At such hearing, the Trustees shall consider the recommendation of the Funds' auditors and any proof that the Signatory Employer may offer. The decision of the Trustees, after such hearing, shall be final and binding.

**Art. XXIII. Sec. 3(B).** Failure to Request Hearing: If, after an audit and a final assessment of further contributions due, the Signatory Employer fails, within twenty (20) days after written notice thereof given by the Trustees, to request in writing a hearing before them as provided in the preceding subsection (A), the Signatory Employer shall be deemed conclusively to have consented thereto, with no further recourse.

### CONDITIONS

**Art XXIV. Sec. 1.** In the event that the Union enters into a contract, or contracts, or enters into renewals or modifications of a contract, or contracts, with any Employers performing the work covered by this Agreement which contain new or revised economic terms or other conditions effective on or after May 31, 2000, which economic terms or other conditions are more favorable to such Employers than the terms contained in this Agreement, the Union shall immediately notify the Association of such more favorable terms, and the Association and all its members shall be entitled to and may have the full benefit of any and all such more favorable terms, upon notification to the Union. This section does not apply to any agreements entered into by the Union on behalf of Local Union No. 1456. This section does not apply to Project Labor Agreements.

**Art. XXIV. Sec. 2.** Journeypersons and Apprentices shall not work for Employers who are not in contractual relations with the Union or any other council or local union affiliated with the I.U.P.A.T., it being understood that Journeypersons and Apprentices may work directly for the City and State of New York and/or the Federal Government. Contractual relations as used in this section shall mean a written agreement containing substantially all of the provisions of this Agreement.

### JURISDICTIONAL DISPUTES

**Art XXV. Sec. 1.** It is mutually agreed between the Parties hereto that in the event of disputes between Trades and disputes relative to questions of jurisdiction, the Parties will abide by previous decisions as to jurisdiction published in "The Green Book."

It is mutually agreed between the Parties hereto that disputes between Trades and disputes relative to jurisdiction of Trades not covered by decisions in the latest issue of the Green Book shall be adjusted in accordance with the principles of the New York Plan for the Settlement of Jurisdictional Disputes as set forth in the Joint Arbitration Plan of the New York Trades as adopted on July 9, 1903 and amended thereafter.

Pending determination of any dispute under the New York Plan for the Settlement of Jurisdictional Disputes, as stated in the previous paragraph, the members of the Union shall remain at work on the project without change in status.



## STRIKES AND LOCKOUTS

**Art. XXVI. Sec. 1.** There shall be no strikes or lockouts in the shops or upon the work of any Employer, nor shall the members of the Union collectively leave the job of an Employer. The Union reserves its constitutional right not to work with non-union Journeypersons. It is further agreed that before the Union removes any Journeyperson or Apprentice from a job site under this reserved right, the Union shall give notice as soon as reasonably possible, but at least twenty- four (24) hours' notice to the Employer, and the Joint Trade Board or Joint Trade Committee. It is agreed that no support is to be given to a union that has removed its Journeypersons in violation of any applicable no-strike clause.

**Art. XXVI. Sec. 2.** Any Employer who has been judged by the Joint Trade Board or Joint Trade Committee to be in violation of this Agreement or guilty of any charge brought against it before the Joint Trade Board or Joint Trade Committee shall be outside the protection of Art. XXVI. Sec. 1 until such time as it is in compliance.

**Art. XXVI. Sec. 3.** If an Employer fails to comply with a decision of the Joint Trade Board or Joint Trade Committee, the Union must order its Journeypersons and Apprentices to cease work until that Employer is in compliance on any and all jobs.

**Art. XXVI. Sec. 4.** Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization and the Union has the right to withdraw employees covered by this Agreement whenever the Employer is involved in a legitimate primary labor dispute with any bona fide labor organization.

**Art. XXVI. Sec. 5** For any foreman who receives a minimum of 48 weeks of pay from one Employer, District Council No. 9 will, upon written request from that Employer, make arrangements so that mandatory picketing by that foreman will not interfere with his or her work schedule. The Employer must identify the foremen on its roster at the time of its written request, which must be made during the month of January for that year. In connection with this paragraph only, the employer shall notify the Union in writing if a foreman's status changes.

**Art. XXVI. Sec. 6. Labor Peace Committee** - In the interest of labor peace, and in recognition of the relationship between the Association and the Union, the Union BMST, or his/her designee, and the Association President, or his/her designee, and such other persons as they may mutually designate (including representatives of any signatory Employer) shall convene on a quarterly basis, or at the request of either President, to discuss any labor disputes, of which they are aware, with Signatory Employers and any other such disputes affecting or potentially affecting a Signatory Employer. Both parties shall use their best efforts to notify the other party of such disputes in advance of engaging in economic or other self-help options. Any disputes regarding the sufficiency of the notice contained in this paragraph shall be addressed solely at, and by, the Labor Peace Committee, and without recourse to the grievance and arbitration provisions of this Agreement, or in any other forum.



## SUBCONTRACTS

### **Art. XXVII. Sec. 1.**

(a) To protect and preserve for the employees covered by this Agreement all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed that if any 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 or non-union painting and/or decorating entities, 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 such work and shall be responsible for the payment of the benefit contributions when due to the Funds.

(b) Any signatory Employer who contracts work to a signatory sub-contractor or a non-signatory sub-contractor for a particular job, which work is covered under this Trade Agreement shall be responsible for the sub-contractor's delinquent contributions should the sub-contractor fail to remit the benefit contributions when due to the Funds.

**Art. XXVII. Sec. 2.** All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes as provided in Articles XV, XVI, XVII, with the exception that collection of benefit contributions may alternately be processed by the Funds and the Trustees may bring a lawsuit against the Employer to collect the unpaid benefit contributions plus interest, liquidated damages and fees related thereto. As a remedy for violations of this Article, the Joint Trade Committee, Joint Trade Board, or AAA Arbitrator shall, at the request of the Union, be able to require an Employer (i) to pay to the effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations; and (ii) to deposit into the effected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Committee or Joint Trade Board or AAA Arbitrator shall also be able to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Committee, Joint Trade Board or AAA Arbitrator under this Article only through arbitral, judicial or governmental (e.g. the National Labor Relations Board) channels.

**Art XXVII. Sec. 3.** If an Employer violates this Article and the Union and/or the Trustees or one or more of the Joint Trust Funds to which this Agreement requires contributions institutes legal action to enforce an award by the Joint Trade Committee, Joint Trade Board or AAA Arbitrator remedying such violation, or has to defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus the costs of litigation that have resulted from such legal action. This section shall not affect other remedies, whether provided by law or this Article, that may be available to the Union and/or the Joint Trust Funds.

**Art XXVII. Sec. 4.** Journeypersons shall neither directly nor indirectly, whether through their spouse or



through any other subterfuge, contract to perform any of the Trades' work covered by this Agreement.

**Art. XXVII. Sec. 5.** Any Employer who shall perform work in a joint venture or through a subsidiary or affiliated company shall be responsible and liable for the compliance with the terms of this Trade Agreement by such joint venture or subsidiary or affiliated company and for the remittance of the contributions by such joint venture or subsidiary or affiliated company.

**Art. XXVII. Sec. 6.** All Employers shall assign and perform all work within the craft jurisdiction of the Union as defined in Art. I, by directing employment of employees in the usual and regular manner and no Employer shall enter into any other arrangements to assign or perform said work. Said prohibited arrangements, without limiting the generality thereof, shall include lumping or agency agreements.

**Art. XXVII. Sec. 7.** The Employer shall not subcontract work in the jurisdiction of District Council No. 9 to any other Employer who does not have a current signed Collective Bargaining Agreement with District Council No. 9.

### NATIONAL LABOR RELATIONS ACT

**Art. XXVIII.** Without recognizing the applicability of the National Labor Relations Act to the New York City Painting Industry or to the Building and Construction Industry, the Parties agree that they will abide by the provisions of said Act, and by any amendments thereto of general application or specifically applicable to the Building and Construction Industry, or any other applicable statute. Any and all provisions of this Agreement which may be in conflict with said Act or amendments thereto or other applicable statute, shall be deemed to be modified and amended accordingly so as to conform to and comply with said Act or any amendments thereto or other applicable statute.

### SAVINGS CLAUSE

**Art. XXIX. 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 said change. The modification or changes in the state or federal law shall not affect the validity of the balance of this Agreement which is not in conflict with said change. Further, any provision of this Agreement which provides for union security or employment in a manner and to an 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 any restrictions imposed by law 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 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 its term. 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.



**Art. XXIX. Sec. 2.** The use of any terms in this Agreement that may connote a masculine gender is intended to include all persons, whether male or female, and such usage is not intended to indicate any bias or discrimination in connection with membership in the Union or employment by any Employer.

**DURATION OF AGREEMENT**

**Art. XXX.** The term of this Agreement shall be for the period commencing May 1, 2024 and ending April 30, 2028. Negotiations for a new Agreement shall commence not later than February 2, 2028. During the life of this Agreement, no party shall make any rules or by-laws conflicting with its provisions.

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

International Union of Painters and Allied Trades, AFL-CIO, District Council No. 9 of New York.

BY:

\_\_\_\_\_  
Joseph Azzopardi  
Business Manager/Secretary Treasurer

\_\_\_\_\_  
John Drew  
President

Association of Master Painters and Decorators of New York, Inc.

BY:

\_\_\_\_\_  
Randy Pearlman  
President



\_\_\_\_\_  
Bruce Ruinsky  
Executive Director

Association of Wall, Ceiling & Carpentry Industries of New York, Inc.

BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director



The Window and Plate Glass Dealers Association

BY:

\_\_\_\_\_  
President

A handwritten signature in cursive script, appearing to be the initials 'BM'.

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