

MASTER AGREEMENT

by and between

The International Union of Painters and Allied Trades
District Council 53,

and

Parkersburg-Marietta Contractors Association,
Ohio Valley Construction Employers Council Incorporated,
Construction Employers Association of North Central West Virginia Inc,
Kanawha Valley Builders Association,
Tri—State Contractors Association



December 1, 2024 through November 30, 2027

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ARTICLE I: ARTICLES OF AGREEMENT

This Agreement is effective this first day of December 2024, by and between the International Union of Painters and Allied Trades, District Council 53, AFL-CIO (hereinafter referred to as the "Union"), and the present members of the Parkersburg-Marietta Contractors Association, Ohio Valley Construction Employers Council Incorporated, Construction Employers Association of North Central West Virginia Inc, Kanawha Valley Builders Association, Tri—State Contractors Association (hereinafter referred to as the "Contractor", "Employer", or "Association"), its successors and assigns, each Employer of which has assigned to the Association the authority to represent it for collective bargaining purposes, as wells as such other Employers who become signatory to this Agreement.

WHEREAS, the parties' express purpose and intent is to promote and improve the relationship between the Employer(s), the Union, and the Employees subject to this Agreement; to facilitate peaceful and orderly adjustments of grievances and disputes, to enter into contractual relations with respect to wages, hours of work, and other conditions of employment to be faithfully observed by all parties. The parties recognize their respective responsibility for and mutual interest in continuity of employment gained through efficient service to the customer and sincere fulfillment of their obligations to the public in promoting the best interest of the painting, decorating, wall covering and drywall industries.

ARTICLE II: THE PARTIES

Section 1. The Union is acting on behalf of all of its present and future affiliated Local Unions, and as the sole and exclusive bargaining agent of all employees in the bargaining unit, and with all Employers performing any work listed in Section 6 of the IUPAT Constitution within the geographical jurisdiction of District Council 53. (Reference Article V)

Section 2. The Contractor or Association, and its successors or assigns, represents that is it has the legal authority under its governing documents to act as the sole and exclusive bargaining agent for all of its present and future members, and their successors and assigns, as well as for those Employers which have assigned to the Association the authority to represent the Employer for collective bargaining purposes, and their successors and assigns (herein collectively referred to as the "Employer"). The Union recognizes the Contractor or Association as the sole and exclusive bargaining agent for all such Employers. Every Employer shall remain bound to the Agreement as amended thereafter in future negotiations with the Association unless timely written notice is given to the Union and the Benefit Funds of its withdrawal from membership in the Association.

Section 3. An independent or non-member of the Association which has not previously assigned to the Association the authority to bargain on its behalf may become bound by this Agreement and all references to the Association or Employer shall be considered as referring to and including that independent or non-member.

ARTICLE III: RECOGNITION

Section 1. The Contractor or Association and its members or Employers recognize and agree that District Council 53 is within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all work generally recognized in Section 6 of the IUPAT General Constitution. This work will include but be limited to the jurisdiction of the painting, decorating, wall covering, glazing and drywall finishing industries and shall be assigned to Employees working under this Agreement. The bargaining unit work to be performed by journeyman or Apprentice painters, decorators, applicators, paperhangers, glaziers, drywall tapers, and apprentice applicants shall include, but not be limited to the application of all painting and decorating finishes, drywall finishes, wall coverings, caulking, synthetic coatings, fire proofing, metalizing, glazing, and the operation of all equipment used in the performance of such work, including sandblasting equipment, lead abatement, the erection, moving and dismantling of all scaffolding, as has always been customary, the operation of compressors, lifts, or any other equipment related to the bargaining unit work, and all preparatory work incidental to the above work. The term "painting and decorating finishes", as used herein, includes painting, decorating, paperhanging, the application and removal of any and all types of wall covering, the finishing of wood, metal, or other surfaces, the application of insulating and acoustical materials, the application of wet film waterproofing coatings, and all other coatings for decorative and protective purposes, the taping, surfacing and finishing of drywall surfaces, and any work that is necessary to remove any paint or lead paint due to the application of material by any method, any sandblasting by-products due to any sandblasting method, or any removal of paint, lead paint, or sandblasting residue.

Section 2. The Contractor or Association agrees to recognize and deal with the Union's elected or appointed representatives, at a reasonable time, at every location at which the Employer performs any work. The Employer agrees to permit the Union's representatives to visit its shops (upon reasonable notice) and job sites during working hours for the purpose of inspecting lists of Employees, payroll records, insurance certificates, and time cards in order to determine if the Employer is complying with this Agreement and with Federal Law.

Section 3. The Business Manager / Secretary-Treasurer of the Union, or his/her designee, may appoint shop or job stewards from the Contractor's current workforce. Stewards shall be selected at the sole discretion of the Business Manager / Secretary-Treasurer or his/her designee. If a steward is appointed from outside the Employer's workforce, the Employer shall place the steward on the job. The steward must be a qualified mechanic in work performed by the Employer and shall be a working steward. If there is a work slow-down, the steward shall be the last Employee employed. If an Employer's workload does not require employees, the Business Manager / Secretary-Treasurer shall remove the steward until the Employer hires an Employee to perform bargaining unit work. In no event shall any steward be considered an agent of the Union. If an Employer is not satisfied with the work performance of any steward, the Employer may request a replacement by notifying the Union's Business Manager / Secretary-Treasurer in writing.

Section 4. Provided it does not conflict with any Federal, State or Provincial Law, this clause shall be enforced in accordance with the TOP WORKPLACE PERFORMANCE PLAN as outlined by the International Union as amended from time-to-time.

(a) Should any person referred for employment be terminated for cause, his or her referral

privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

- (b) A termination shall not be considered as “for cause” for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of members of the District Council Joint Trade Board (or, alternatively if there is no joint board, a committee composed of two (2) members appointed by the Business Manager / Secretary Treasurer of the District Council, and two (2) members appointed by the Employer Association) may, upon written request of the applicant, vacate or reduce the period of suspension should the committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE IV: UNION SECURITY

Section 1. All Employees in the bargaining unit must, during the term hereof, as a condition of Employment, maintain their membership in the Union. Current Employees shall be required, as a condition of continued employment, to become members of the Union on the eighth (8th) day following the effective date of this Agreement. Employees hired after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union on the eighth (8th) day following the beginning of their employment. All provisions of this Agreement shall only apply to the extent that a provision is permitted by State and Federal Law. In the event that the law is changed to permit a provision during the term of this Agreement, that provision shall immediately apply.

Section 2. The Employer agrees to check-off, as per the District Council by-laws, from each Employee’s gross wages, and will remit such sums to the Union in accordance with Article IX of this Agreement, provided the Employees in question have signed a valid authorization card allowing such deduction.

The Employer further agrees that at the time it employs any bargaining unit Employee, the Employer and/or Union Representative will submit to each such Employee, for his/her signature a dues deduction authorization card in triplicate, one copy of which shall be returned to the Union. The form will be supplied to the Employer by the Union. The Employer further agrees that each month it will submit a list of all Employees covered by the Agreement who have failed to sign a dues deduction authorization card, together with the numbers of hours each such Employee was paid

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, exclusive of attorneys' fees and costs, which may arise out of or by reason of any actions taken or not taken by the Employer for the purpose of complying with a specific direction of, or notice from, the Union regarding any provision of this Article.

Section 4. A work permit may be issued to a non-union worker for a specific job, time period or other acceptable situation, not to exceed twenty-one (21) calendar days. This individual will have dues withheld and submitted to the union during the permit period. Workers under this permit program will earn at least 60% of the Journey person rate (minimum). No other fringe benefits will be paid for the permit period. Unless still employed after twenty-one (21) calendar days, all fringes will be paid for previous hours worked. Any individual who worked under the work permit, shall not be called back in 12 months by said contractor under the work permit.

Section 5. The Union shall have 48 hours from the initial request of the employer to arrange employees to be present for the job. In the event the union cannot fulfill that obligation, then the employer shall fill the position from whatever source it deems appropriate. Such applicants, if hired, shall have the status of "Temporary employee." The employer shall notify the Business Manager promptly of the names and social security numbers of such temporary employees and shall replace such temporary employees from the out of work list as they become available.

Section 6. The union shall maintain an "out of work" list, applicants for referral must renew their applications to the out of work list every 30 days after they are qualified. Example: if they signed 4/22/01, they must renew no later than 5/22/01. If this anniversary date falls on Saturday, Sunday or a holiday, the applicant can renew his or her name on the out of work list the following workday. After an applicant has filled out an application, he or she may then resign or renew by designated phone number (304-343-8250).

Section 7. Employers having work or needing manpower may call the Union and submit job orders, indicating the number of individuals desired, qualifications of such individuals, the location of the job and the reporting date and time. An employer may request journey person by name subject to the provisions of section 8; paragraph A.

Section 8. Individuals available and qualified to fill the job order shall be referred to the in the following order:

- A. Journey person requested by name by the employer.
- B. All other journey people in order of their registration. With exceptions being allowed for bona fide requirements. (i.e. apprentice ration, LEAD Abatement, CAS, Ames Tools, Etc. Safety certification, drug free card.)

Section 9. Available for employment means that the individuals shall be currently registered and shall be present at a location where he/she can be reached by telephone.

Section 10. Individuals shall be removed from the out of work list for the following reasons:

- a. Not being available for employment. (As per section 9.)
- b. Failure to report to work.
- c. Quitting a job.
- d. Failure or refusal of a drug test.

In the case of (b) or (c) of this section, the applicant will not thereafter be eligible to be placed on said list until after fifteen (15) days and furthermore, applicants must then re-register with the District Council. Exceptions may be applied to meet employer supervisory requirements.

In the case of (d) of this section, applicants will not be eligible to register on said list until drug free documentation is provided by one of the contractual drug testing providers.

Section 11. Individuals removed from the referral list must re-register promptly in order to be considered available for employment. An applicant who is employed and through no fault of his/her own works less than 80 hours or 10 working days, cumulates, shall upon notification to the union office be restored to his/her appropriate place on the out of work list. Applicants are responsible to immediately notify the union of his/her lay-off in order to be restored to the out of work list.

Section 12. An appeals committee is hereby established composed of one member appointed by the Union, one member appointed by the employer and one member by the complainant, said committee member being a member of District Council #53.

It shall be the function of the appeals committee to consider any complaint from any employee or applicant for employment arising out of the administration by the Local Union of Section 4-10 of this addendum. The appeals committee shall have the power to make a final and binding decision on the above matters, which shall be complied with by all parties. The appeals committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this addendum. A representative of the employer designated to the Local Union in writing shall have the right to inspect the out of work records at any time during normal business hours of the Local Union. Any appeal must be filed within seven (7) days of the alleged violation. Any appeal must be filled in writing and delivered to the Local Union Hall.

Section 13. A copy of the procedure set forth in this addendum shall be posted on the bulletin board in the offices of the Local Union and in the offices of the employers who are parties of this addendum.

Section 14. Appointment and/or placement of job steward shall be solely the responsibility of the Union.

Section 15. Apprentices shall be hired and transferred in accordance with the Apprenticeship Provision of the Agreement between the parties.

Section 16. When an employer requests it, the craftsperson must have completed an approved safety course. Signatory contractors may make the completion of that course a condition of employment.

Section 17. Signature Page

This referral procedure replaces any previous and becomes effective as of the date of signature within the jurisdiction of IUPAT / District Council 53.

ARTICLE V: JURISDICTION

The geographical jurisdiction for the IUPAT District Council 53 shall consist of the following counties in Ohio, Maryland, Virginia, West Virginia, and Kentucky:

Zone A (91): West Virginia Counties - Brooke, Hancock, Marshall, Ohio, Wetzel

Zone B (438): Ohio Counties - Belmont, Harrison, Jefferson

Zone C (93): Ohio Counties - Athens, Guernsey, Hocking, Meigs, Monroe, Morgan, Noble, Vinton, Washington

Zone D (1144): West Virginia Counties - Calhoun, Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, Wood

Zone E (804): West Virginia Counties - Barbour, Berkeley, Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Preston, Upsher, Randolph, Taylor, Tucker, Webster.
Maryland Counties - Garrett, Alleghany
Virginia Counties - Frederick, Clarke, Shenandoah, Warren, Page, Rockingham

Zone F (970): West Virginia Counties - Boone, Braxton, Clay, Fayette, Greenbrier, Kanawha, Lincoln, Logan, McDowell, Mercer, Mingo, Monroe, Nicholas, Pocahontas, Putnam, Raleigh, Wyoming
Virginia Counties/Cities - Highland, Augusta, Bath, Rockbridge, Amherst, Nelson, Alleghany, Botetourt, Bedford, Campbell, Halifax, Pittsylvania, Henry, Franklin, Roanoke, Craig, Giles, Montgomery, Floyd, Patrick, Bland, Wythe, Carroll, Tazewell, Smyth, Grayson, Pulaski,

Zone G (1072): Kentucky Counties - Boyd, Breathitt, Carter, Elliott, Floyd, Greenup, Johnson, Knott, Lewis, Magoffin, Martin, Morgan, Pike, Rowan
Ohio Counties - Gallia, Mason, Lawrence
West Virginia Counties - Wayne, Mason, Cabell
Virginia Counties/Cities - Buchanan, Dickenson, Wise, Russell

Section 1. The Employer's principal place of business and employment shall be considered within the jurisdiction of the Union. When an Employer needs additional Employees, the Employer agrees not to hire Employees until and unless the Union, via the Business Manager or Representative, has been given forty-eight (48) hours to provide suitable qualified applicants. The Employer does not need to allow the Union an opportunity to provide applicants if the Employer is recalling previous Employees who have been employed by the Employer in the past twelve (12) months (prior to the recall date), and whom are members of IUPAT District Council 53. The Employer may request specific members of IUPAT District Council 53 who will be referred if available at the time of request. However, in any event, the Employer must notify the Union of the names and respective social security numbers of those that the Employer hired for any jobsite in the IUPAT District Council 53 jurisdiction. The Employer may, on occasion, undertake bargaining unit work in other counties on which occasions the Employer employs additional Employees that are members of locals that are outside of the Union's jurisdiction. In such cases, the Employer and Union recognize and agree to the following:

- (a) This Agreement shall embrace, and the Union shall be the exclusive bargaining representative for and on behalf of, all the Employees employed by such Employers, wherever and whenever employed in areas as described in this Article, during the term of this Agreement.
- (b) The Employer, when engaged in work outside the Union's geographical jurisdiction, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are primarily employed in such area, if available. Any others shall be employed only from the Employer's home area.
- (c) The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement, in effect in said other geographical jurisdiction and

execute by the employers of the industry and affiliated local unions in that jurisdiction, including but not limited to: the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein, provided however, that where no affiliated union has a current effective agreement covering such work, the Employer shall perform such work in accordance with this Agreement, and provided further that as to Employees employed by such Employer from within the geographical jurisdiction of the Union party to this Agreement and whom are brought into an outside jurisdiction, such Employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such Employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such Employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the Employees as additional wages. This provision is enforceable by the district council or local union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

Section 2. An Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Union through the use or device of a joint venture with another employer or contractor in the outside area, unless such use or device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of the other employer.

Section 3. There shall be no priority given for employment opportunities to any person because of membership in the Union, nor shall there be any discrimination on the basis of race, color, sex, age, handicap, or national origin.

Section 4. Any Employer entering the jurisdiction of this Union and that is signatory to another local or district council shall notify the IUPAT District Council 53 at 1591 Washington Street, East, Charleston, WV 25311. The notice shall include every job which the Employer has undertaken or contracted to perform in any work in this jurisdiction. The job notice shall show the customer, location, description of the job, approximate starting date, and the names / number of Employees that will be required. The job notice shall be sent no later than fifteen (15) days in advance of any starting date.

Section 5. Management Recognition and Rights

- (a) It is mutually agreed that all provisions and conditions set forth in this Agreement shall also apply to any Contractor or other Employer who may individually or separately become signatory to this Agreement, or who hire Employees to perform work covered by this Agreement. In signing this Agreement, it is affirmatively recommended and requested that the Contractor assigned hereto will abide by, align with, recognize and may become part of the bona fide Contractors Association in the area of the Contractor's place of business.
- (b) The operation of the job and the direction of the workforce, including the right to hire, suspend and discharge for proper cause and the right to relieve Employees from duty, because of lack of work, or other legitimate reasons is vested in the Employer; provided that this duty is not and will not be used for the purpose of discrimination against any Union member as provided in this Agreement.

ARTICLE VI: HOURS OF WORK & HOLIDAYS

Section 1.

- (a) The normal workweek shall be Monday through Friday.
- (b) The normal workday shall be eight (8) hours, excluding one-half (1/2) hour for lunch, with an additional fifteen (15) minute break between each or any additional eight (8) hours of work. There shall also be an additional one-half (1/2) hour lunch break allowed for any work performed that lasts more than twelve (12) hours on any one day, with 8:00am through 4:30pm being the normal work-day hours. Starting time may be adjusted to earlier than 8:00am, provided that eight (8) hours constitutes a normal work-day. If an adjusted workday or work-week is required, the Employer must notify the Union prior to implementing the adjusted work-day or work-week schedule. The Employer may designate a four (4) day, ten (10) hour work schedule at the straight-time rate of pay, however on a four (4) day, ten (10) hour work schedule at the straight-time rate of pay, Friday and Saturday will not be considered as make-up days, and will be paid as overtime, one and one-half (1 1/2) times the straight-time rate; except when Friday and/or Saturday are being used as make-up days because of reasons beyond the Employer's control such as inclement weather or if because work was available during the week and the Employee missed the work. This provision is subject to approval by the Union.
- (c) A coffee break and/or rest period for all bargaining unit Employees shall be permitted. A ten (10) minute organized break at a designated area each mid-morning and a second ten (10) minute unorganized break in the afternoon as historically observed in the area.

Section 2. The legal holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day (all members shall restrain from working this day), Thanksgiving Day, Veteran's Day (observed day after Thanksgiving Day) Veterans Day can be taken (without prejudice) if notice to the Employer was given one week prior to the holiday, and Christmas Day. If any of these holidays are worked, the hours shall be paid at the rate of double-time. Work on Sundays will also be paid at the rate of double-time, unless the employee missed work unexcused, then it is paid at time and half. If a Holiday occurs on a Saturday, it is observed on Friday and if the Holiday occurs on Sunday, then it is observed Monday.

Section 3. An Employer may schedule an Employee for a make-up day on a Saturday, at regular pay, only if that Employee missed a full day of work (Monday through Friday) as a result of weather or the Employee's unexcused absence from work, but not because of a holiday. The scheduling of a make-up day shall not be for the Employer's scheduling convenience. This provision shall not affect the Employee's right to holiday pay or premium pay for "off-hours" work or for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week, for any Employee who is not afforded an opportunity to work forty (40) hours in a normal work-week through no fault of their own. Such Employee shall be paid at the rate of times and one-half (1 1/2) the regular rate of pay.

Section 4. There shall be a sufficient amount of time for wash-up time in each one-half (1/2) day's work. There shall be a thirty (30) minute, unpaid lunch break at the half-way point of the day.

Section 5. Any Employee required to report to a job site or shop (including supply houses) who is subsequently directed to a different site, different supply house, or to the shop shall be paid from the time the Employee first reported to a job site, supply house, or shop.

Section 6. When an Employee works a fractional part of a day, he/she shall be paid for no less than one-half (1/2) of a day's work, except in cases when an Employee quits voluntarily, when he/she is discharged for any dischargeable offense, or when weather conditions prevent a continuation of his/her employment or arrangements are made between the Business Manager / Secretary-Treasurer, or his/her representative and the Employer / Contractor.

Section 7. An Employee who reports for work at the regular starting time shall be paid their regular wages for two (2) hours when no work is provided for him/her. However, this provision shall not apply if work is not available because of weather or conditions beyond the Employer's control.

ARTICLE VII: TOOLS, CONDITIONS & EQUIPMENT

The Employer shall furnish all tools and equipment including: brushes, rollers, rigging, wall covering hangers' tables and protective clothing, and all required safety clothing and equipment.

Section 1. This Section is provided with the intent of supporting Employee safety and protection.

- (a) In accordance with the requirements of the Occupational Safety and Health Act of 1970, as amended, it shall be the Employer's responsibility to ensure the safety of its Employees and compliance by its Employees with regard to any safety rules, standards and regulations which are contained in Local, Federal and/or State laws. No Employee shall be discharged for refusing to work in unsafe conditions, if he/she is willing to do other work until the existing hazardous condition can be corrected. Nothing in the Agreement shall make the Union, Employer, or Association liable to any Employee or to any other person in the event that a work-related disease, sickness, death, injury or accident occurs.

Section 2. Required personal tools:

- (a) Painter/Drywall Finisher Employees shall furnish the following tools: duster, 5-in-1 tool, drywall hand tools, pans and blades.
- (b) Paperhangers shall furnish the following tools: ruler, smoother, seam roller and level.

Section 3. Machine Tools

- (a) The Employer shall provide all Employees who perform drywall finishing with machine tools with the Contractor's registration number of each tool. The Employer shall list, in writing, each registration number and tool description. The list shall be given to each Employee to review at the time such machine tool(s) are issued. The machine tool(s) shall be in good working order. Each Employee shall examine the tool list and, if accurate, each Employee shall acknowledge receipt of the tool(s) by signing on the tool list. Each Employee shall be responsible for all stolen, lost or mislaid machine tools for which the Employee has signed.
- (b) If, upon the Employer's request, an Employee does not return any machine tool(s) for which Employee has acknowledged receipt thereof, the Employer may deduct the reasonable cost of such machine tool(s) from the Employee's next regular paycheck.
- (c) Upon termination of employment, each Employee shall return all machine tools. If

Employee fails within five (5) days of termination to return any such tool(s) for which Employee has acknowledged receipt thereof, the Employer may deduct the reasonable cost of such machine tool(s) from the Employee's final paycheck.

- (d) No Employer may deduct any money from an employee's paycheck for tools not returned if the Employee has filed a police report indicating such tool(s) were stolen.
- (e) Employees are prohibited from carrying any material, scaffold or tools from the job sites unless permitted by the Employer.

Section 4. The Employer shall not file or assert a claim against or engage in any litigation against the Union on a subrogation theory, contribution theory, or otherwise, in connection with any work-related disease, sickness, death, injury or accident.

Section 5. The Employer agrees that it shall comply with all applicable Federal and State laws concerning worker's compensation, including all applicable standards, rules, and regulations issued pursuant thereto.

Section 6. Employee Injuries

- (a) If an Employee covered by the Agreement sustains an accidental injury in the course of his/her employment, which requires immediate medical care off-premises and during work hours, such Employee shall be permitted to obtain medical care at once. The Employee shall be paid his/her regular wages for that day, not to exceed eight (8) hours, for the time necessarily spent in going to and from a physician's office, medical center, or hospital, as well as the time required to obtain the appropriate medical care. Except in unusual circumstances, this provision shall be applicable only on the date of the injury, unless subsequent visits, during work hours, are required by the Employer's physician for an independent medical examination.
- (b) If an injured Employee needs to be taken to a medical care facility following an injury, he/she shall be taken to the nearest appropriate medical facility from the job site at the Employer's expense.
- (c) The job steward and lead man shall immediately be notified of all injuries. If the steward or lead man determines that someone should accompany the injured Employee to the hospital, medical center, physician's office, or later to the Employee's home, the Employer shall select such person, who shall be compensated at his/her regular rate for such services. If the Employer fails to select such person promptly, the steward or lead man shall select such person.
- (d) If an Employee is injured in the course of his/her employment, he/she shall not be dismissed from such employment because of his/her injury, nor shall he/she be dismissed during the period of medical care required by the injury, unless there is no work available with his/her Employer, or unless his/her dismissal is due to a condition beyond the control of the Employer. This paragraph shall not obligate the Employer to an Employee while the Employee is disabled.
- (e) The Union shall be notified by the Employer within seventy-two (72) hours following any reportable injury falling within the scope of this Article.

Section 7. All drywall finishers and all journey person or apprentice painters on commercial or residential type work will present a neat and clean appearance whenever possible. The employee shall wear uniforms, while on the jobsite when provided by the employer.

ARTICLE VIII: WAGE RATES

The terms and conditions of this Agreement may be modified by the duly-elected Business Manager of District Council 53 for the purpose of organizing, holding a job union, maintaining or entering a particular market segment, and for entering into maintenance agreements. This may be done during the bid process, as long as more favorable terms are offered to all signatory bidding Contractors, but not after the work has been awarded.

Section 1. (Article VIII, § 1)

- (a) Effective December 1, 2024, the regular minimum wage for journeyperson painters, paperhangers, and tapers / drywall finishers working in the Union's jurisdiction shall be as indicated on each zone's designated addendum that is part of this Agreement (located at the end of the Agreement). Any increase in wages shall be allocated by the Union between wages and fringe benefits.
- (b) During the life of this Agreement, all apprentices and apprentice applicants shall receive their proper percentage of journeyperson wages based upon the applicable zone wage rate, with the exception that all parties agree that no apprentice shall receive a wage rate of less than \$15.00 per hour.

Section 2. (Article VIII, § 2)

- (a) The regular rate of wages for all foremen shall be the journeyperson rate plus one dollar and fifty cents (+\$1.50) per hour.
- (b) A certified employee that is utilizing the national certification will get their applicable wage rate plus two dollars (+\$2.00) per hour, where certification is deemed necessary by the Employer to accomplish the required work. It is the responsibility of the employee to present valid certification annually to receive pay increase.
- (c) When a fifth (5th) journeyperson or apprentice is assigned to a particular job site, there must be a working foreman appointed by the Employer.

Section 3. All work performed outside the normal workday or the adjusted work day, in accordance with Article VI, § 1(b), shall be considered as overtime and shall be paid at one and one-half (1½) times the Employee's regular rate.

Section 4. For any shift starting prior to 6:00am or after 12:00 pm, the Employer shall pay a one dollar (\$1.00) per hour shift differential to each Employee for each hour worked, unless approved by the Business Manager / Secretary-Treasurer prior to the start of the job.

Section 5. Payday and paychecks

- (a) The Employer shall establish and maintain a weekly payday, which shall typically be on Friday, not later than the ending time of the normal workday. Payment of wages is to be made on the job site or, if prior arrangements have been made and agreed to by the Union, the Employees and the Employer, such payments may be made at the Employer's principal place of business, either by written check, by electronic funds transfer (direct deposit) or via mail to the Employee.
- (b) Each Employee shall be furnished with a detachable check stub showing the Employer's business name, the Employee's name or social security number, total straight-time hours, overtime hours, the ending date of the pay period, the total amount being paid, and all itemized deductions. The Employer shall (as shown on the pay stub) conform with Federal law pertaining to the payment of Social Security benefits. It shall be a

violation of this Agreement for an Employer to issue any check other than a payroll check for compensation earned under this Agreement.

- (c) When timecards are required by the Employer for payroll purposes, the time cards must be turned in to the superintendent, general foreman or foreman on the job site by the end of the working day for which the pay period ends. If there is no superintendent, general foreman or foreman on the job site, the Employer must make arrangements for the time cards to be picked-up on the job site or allow the time to be called in to the shop no later than 10:00 am on the day following the end of the pay period. If no timecard is turned in, the Employer is not obligated to pay the Employee until the following payroll period. The Employee will stand no loss of time for complying with this provision.
- (d) An Employer who requests or insists on having daily time sheets mailed in, shall furnish its Employees with sufficient stamped envelopes or funds to cover the expense incurred. The time on all time sheets and records shall be expressed in terms of the actual number of hours worked. Hours for which time and one-half (1½) are to be paid shall be shown separately from the number of straight-time hours worked. Each Employee shall make out and sign the time sheets, or, if someone else makes out the time sheets for him/her, the Employee shall sign his/her time sheets.

Section 6. If an Employee, the Union, or an Employee benefit fund provided for under this Agreement is paid by a check which is returned for insufficient funds or because the account is closed, the Union shall withhold all Employees from its jobs until all wages, dues and fringe benefit contributions due are paid in full, either by cash or by certified check unless suitable other payment terms have been established. Every such Employee withheld shall be paid for all time withheld up to eight (8) hours per day, until all wages, dues, and fringe benefit contributions due are paid in full, either by cash or by certified check. If a check for wages, dues or fringe benefit contributions is returned for insufficient funds or because the account was closed, then, at the sole discretion of the Union, the Employer shall be obligated to pay weekly, in cash or by certified check, all wages, dues, and fringe benefit contributions due. The Employer shall be obligated to pay all attorneys' fees and costs incurred in collecting such sums that are due.

Section 7. A discharged Employee shall be paid his/her full wages through and including the hour of discharge. Payment must be made to the Employee within twenty-four (24) hours after discharge, except when the discharge occurs on a Friday, Saturday or Sunday, in which case the Employee shall be paid by 3:00pm on the following Monday. If the Employee is not paid in accordance with this section, the Employer shall pay the Employee the regular hourly wage rate for each hour, up to eight (8) hours per day, following termination of employment until payment is made in full.

Section 8. The Employer shall pay per diem of forty dollars (\$40.00) and provide lodging when it is not practical for the Employee to return to his/her usual place of residence each evening.

Section 9. Wage Rate Definitions

- (a) Base Industrial Rate shall be paid on all work done within the confines of a manufacturing

plant, mining facility, on all skeleton steel structures, water and sewage treatment facilities, storage tanks of any kind, and plant work.

- (b) Bridge Rate shall be paid for all work performed on bridges of any kind, as well as locks and dams. Bridges within the confines of a plant shall be paid as per § 9(a) of this Article.
- (c) Base Commercial Rate shall apply to all painting, coatings, drywall finishing, and wall covering performed on commercial structures, and all new and existing steel fabricated buildings, and office facilities within the confines of a plant not used for manufacturing purposes (not including sites where any special agreements are in place).

Section 10. It is understood between the signatory parties of this Agreement, that if work is bid on and awarded to an Employer at a current or published prevailing rate, then the Employer shall be allowed to perform such work at the published prevailing rate as bid for the duration of the project, however the Contractor agrees to pay all fringe increases. Further, any Employer using the bid rate for wages shall provide the Union 30 days written notice prior to each annual wage increase set forth in this Agreement. It is also understood that the Employers shall work with the Union to ensure that all information such as hours worked and wages paid shall be provided, if necessary, for posting new prevailing rates yearly.

ARTICLE IX: BENEFIT FUNDS

Central Collection System. The Employer shall, with respect to any and all contributions or other amount 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 Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor-Management Cooperative Initiative, the IUPAT Political Action Together Fund, and any and all other affiliated International organizations 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.

Section 1. Each Employer bound by this Agreement, and its affiliates, agree to make contributions to the IUPAT Painters' District Council 53 Health and Welfare Fund (Health & Welfare Fund), the IUPAT District 53 Joint Apprenticeship and Trades Institute (FTI), and the International Union of Painters and Allied Trades Union Industry Pension Fund (International Pension Fund), and LMCI (collectively the "Funds") in accordance with the terms of this Agreement and with the Agreements and Declarations of Trust ("Trust Agreement") under which each Fund is operated.

Section 2. (Article IX, § 7)

- (a) Effective December 1, 2024, the fringe benefit contribution due for each hour or portion thereof worked by an individual covered by this Agreement shall be in accordance with Appendices A through C under Section 3 of this Article.
- (b) Effective December 1, 2024, and each year thereafter, the Union may in its sole discretion, or by decision of the Trustees of one of the Funds, allocate a portion of the negotiated increase to the above Funds. The Employers shall be notified of the allocation prior to December 1 of each year.

Section 3. (Article IX, § 8)

- (a) At all times, contributions and monthly remittance reports required by this Article IX shall be paid and remitted to the Painters' District Council 53 Funds' Office. The appropriate contributions shall then be directed by the Funds' Office on behalf of each Employee to the employee benefit fund for the Employee's home zone. Notwithstanding the above, all contributions, if any, due to the International Pension Fund shall be remitted directly to the International Pension Fund.
- (b) All contributions to the Funds shall be submitted with the Funds' remittance report forms with full, complete and accurate representations of the hours worked and the sums due for each Employee.
- (c) The contributions and remittance reports to the Funds shall be due as of the fifteenth (15th) day of the month after the month in which the work was performed, or on such other date as this Agreement may require. As of the due date, the contributions shall be considered the assets of each Fund.

Section 4. Each Employer adopts and agrees to be bound by each Fund's Trust Agreement, and as the Trust Agreement(s) may be amended hereafter, as full as if the Employer was an original party thereto. The Employer hereby designates the Association Trustees named in the respective Trust Agreement, together with their successors, as its representatives on the Board of Trustees of each Fund. The Employer agrees to be bound by all actions taken by each Board of Trustees pursuant to the powers granted them by Federal law or the respective Trust Agreements. The Employer recognizes that each Board of Trustees has the sole power to construe the provisions of the respective Trust Agreements, the respective employee benefit plans, and each Fund's rules and regulations, if any, and that all constructions, interpretations, and determinations made by the respective Trustees for their respective Funds shall be final and binding on all parties.

Section 5. The Employer may contribute to the Funds in accordance with this Article on behalf of any Employee who performs management, supervisory, or estimation services, and any bargaining unit work, in which case the Employer shall pay in an amount not less than one-hundred-forty (140) times the then current hourly contribution rates for each month during which any such bargaining work was performed, in accordance with the Trust Document of the Funds.

Section 6. If an Employer is delinquent in its contributions to any of the Funds for a period of seventy-two (72) hours, the Union shall be entitled to remove all bargaining unit Employees from the shop or job site in addition to seeking any other legal remedy it may have.

Section 7. Contributions not received by the due date shall be considered delinquent and shall be assessed the liquidated damages, interest, reasonable attorneys' fees and costs established by the Funds' Trustees. The Employer acknowledges that the liquidated damages are provided for by Federal law and shall be used to defer administrative costs arising from delinquency.

Section 8. (Article IX, § 13)

- (a) Each Employer shall furnish the Trustees of the Funds with information such as the names of all subcontractors, affiliates, Employees (by classification and social security number), wages earned and hours worked by Employees, the Employer's Federal/State Employer Identification Numbers (EIN), the Employer's business address (which shall not be a P.O. Box), the principal or corporate officer's or business owner's driver's license number, proof of the Employer's corporate status, proof of insurance or surety bonds as required by this Agreement, and such other information as may be required by the Trustees. Such information available at the time this Agreement is executed shall be provided within seven (7) days of execution; all other information shall be provided

within seven (7) days of the Trustees' written request.

- (b) In addition, the Union and/or the Funds' Trustees shall have the authority to audit the Employer's books and records, including the books and records of affiliated Employers, in accordance with the terms of the Funds' Trust Agreements. The Employer shall be responsible, in accordance with the terms of the Funds' Trust Agreements, for the costs of audit and for all attorneys' fees incurred if discrepancies are discovered.

Section 9. (Article IX, § 14)

- (a) If an Employer employs a person or entity in violation of Article XVI, the number of hours for which such Employer owes contributions to the Funds shall be computed by dividing the total dollar amount paid to such Employees by the actual hourly wage rate paid, as determined by the Trustees.
- (b) If an Employer violates this Agreement by contributing on the basis of piecework rather than contributing on the basis of hours worked, the compensation actually received by the Employee will be divided by fifty-percent (50%) of the applicable hourly wage rate in order to estimate the number of hours worked for which contributions are due.

Section 10. In the event the Trustees of the Health & Welfare Fund, concurring with the recommendations of their consultant, determine that additional contributions are needed for the Health & Welfare Fund, the Union shall give notice to contributing Employers that a certain portion of the wage rate negotiated in the Agreement shall be paid to the Health & Welfare Fund, and said portion contributed to the Fund shall lower the wage rate accordingly.

ARTICLE X: APPRENTICESHIP & TRAINING PROGRAM

Section 1. Apprentice Ratios

- (a) Beginning 12/1/2024 – 11/30/2026, an Employer shall have one (1) qualified apprentice if at least four (4) journey person is employed. After the Employer employs an additional four (4) journeypersons, the Employer shall have one (1) additional qualified apprentice; with eight (8) journeypersons, the Employer shall have an additional qualified apprentice; and with each additional four (4) journeypersons, an additional qualified apprentice will be employed.
- (b) Beginning 12/1/2026, an Employer shall have one (1) qualified apprentice if at least three (3) journey persons are employed. After the Employer employs three (3) journeypersons, the Employer shall have one (1) additional qualified apprentice; with six (6) journeypersons, the Employer shall have an additional qualified apprentice; and with each additional three (3) journeypersons, an additional qualified apprentice will be employed.
- (c) Notwithstanding the provision in above, the ratio of journey person to apprentice shall not exceed the ratio or fraction thereof, unless approval by the BM/ST.

Section 2. Jurisdiction

- (a) Any apprentice applicant who works or is hired by an Employer in the geographical jurisdiction of the Union shall be immediately enrolled in the IUPAT District Council 53 Joint Apprenticeship and Training Program (Training Program) that is incorporated into and made part of this Agreement. The apprentice shall be required to attend the Training Program's next scheduled apprenticeship training class.

- (b) If an Employer has a contractual obligation to another apprentice program and fails to abide by the terms of this Section, the Employer shall nevertheless be obligated to the Funds set forth in Article IX for all of the contributions required by this Agreement for each hour or fraction thereof that an apprentice is employed by the Employer or attends the other apprentice program.
- (c) An Employer shall provide the Training Fund, within seven (7) days of hiring, the names and social security numbers of every apprentice and apprentice applicant employed by the Employer.

Section 3. Except in the final year of his/her apprenticeship, no apprentice shall be permitted to take charge of any job or to work on any job unless there is at least one (1) journeyman employed on the same job.

Section 4. Effective December 1, 2024, the Trustees of the Joint Apprenticeship Training Committee (JATC) will hold in trust the sum of one dollar (\$1.00) per hour worked from the Employer contributions as set forth in Article IX of this Agreement. The contribution amount is subject to change each December 1st, as determined by the Union and the Trustees of the JATC.

Section 5. The regular wage rate for apprentices shall be the following respective percentages of journeyman's wages (never to be less than \$15.00 per hour):

Industrial / Bridge

OJT Hours	Related Instruction Hours	Pay Scale
0-750 Hours	0-72 Hours	60% Pay Scale
751-1500 Hours	73-144 Hours	65% Pay Scale
1501-2250 Hours	145-216 Hours	70% Pay Scale
2251-3000 Hours	217-288 Hours	75% Pay Scale
3001-3750 Hours	289-360 Hours	80% Pay Scale
3751-4500 Hours	361-432 Hours	85% Pay Scale
4501-5250 Hours	433-504 Hours	90% Pay Scale
5251-6000 Hours	505-576 Hours	95% Pay Scale

6000 OJT hours + 576 Related Instruction 100%

Commercial Paint/Drywall Finishing

OJT Hours	Related Instruction Hours	Pay Scale
0-1000 Hours	0-80 Hours	60% Pay Scale
1001-2000 Hours	81-152 Hours	70% Pay Scale
2001-3000 Hours	153-224 Hours	75% Pay Scale
3001-4000 Hours	225-296 Hours	80% Pay Scale
4001-5000 Hours	297-368 Hours	85% Pay Scale
5001-6000 Hours	369-480 Hours	90% Pay Scale

6000 OJT hours + 480 Related Instruction 100%

- (a) Any journeyman wishing to learn a different aspect of the trade may do so by going to work for a signatory Employer at seventy-percent (70%) of the applicable journeyman scale. Only one (1) such seventy-percent (70%) journeyman may be employed per job site, provided there are at least three (3) journeymen who are receiving full wages

working on the job site and at least one (1) apprentice on the job. An Employer may employ a seventy-percent (70%) journeyman only by mutual consent of the Employer, Employee, and the Union Representative. The Employee must request the seventy-percent (70%) scale in writing to the Union. The Employer shall insure any such job sites shall not be a prevailing wage rate job.

- (b) The IUPAT District Council 53 shall provide advanced or upgraded journeyman training for all journeymen working under this Agreement.

Section 6. OSHA Training-Federal State Agency Training / Current Drug Card. All personnel will be required to possess a current Drug Card and have OSHA 10 training.

ARTICLE XI: INSURANCE & SURETY BONDS

Section 1. Each Employer agrees to be bound by the provisions of the appropriate Workers' Compensation Act and the appropriate Workers' Occupational Disease Act and shall submit to the Union certificates of insurance under the Acts or proof of self-insurance before commencing any work covered by this Agreement.

Section 2. Before commencing any work covered by this Agreement, the Employer shall provide a performance or surety bond, in the amount and under the terms set forth below, to insure the prompt and full payment of all contributions, dues/assessments, and wages due in accordance with Articles IV, VIII, and IX, except for those Employers which are in good standing with the Union having worked within the jurisdiction of the Agreement within a 24-month period.

Section 3. The ten-thousand-dollar (\$10,000.00) bond shall be in a form acceptable to the Union and the Association and shall:

- (a) Be written by an insurance carrier authorized, licensed, or permitted to do business in the state which coincides with the work to be performed, in the geographical jurisdiction of this Agreement.
- (b) Be secured by a cash deposit of the full amount of such bond in an account maintained jointly by the Trustees of the Funds; or
- (c) Be secured by other assets or personal sureties acceptable to the Trustees which equal or exceed in value the full amount of the bond; or
- (d) Be secured by any combination of (a), (b), and/or (c) above.

Section 4. The Employer must maintain the bond (or other security arrangement acceptable to the Union) for the term of this Agreement and for a period of six (6) months following the Agreement's termination. Any bond (or other security arrangement) must provide that it shall be payable on written demand by the Union.

Section 5. Liability

- (a) If an Employer fails for any reason to satisfy the bonding requirement of this Article, the Employer or the Employer's corporate officials who are authorized to execute agreements or sign checks, or to designate the persons authorized to do so, shall be personally liable for the wages, dues/assessments, and fringe benefit contributions due under the Agreement or the Funds' Trust Agreements. This Section shall not relieve or excuse in any way, any Employer of the obligation to provide the bond required by Section 2 of this Article, nor shall this Section limit the personal liability of any Employer

or corporate official based on State or Federal law. An Employer shall be required to submit for an audit any document required by this Agreement and shall provide such records as the Union considers necessary to enforce the provisions of this Agreement

- (b) Notwithstanding any other provision in this Article, if the performance or surety bond is obtained and maintained in accordance with this Article' and provided the Employer has completely and accurately reported and paid on a timely basis for all covered Employees and hours worked under this Agreement, the Employer or the Employers' appropriate corporate officials shall not be personally liable for a delinquency as set forth in Section 5(a).
- (c) This provision shall also apply to the extent that an Employer can establish that a subcontractor has complied with the bonding and reporting obligations pursuant to Section 5(b).

Section 6. An Employer covered by the Unemployment Compensation Act shall provide the Union with the Employer's identification number (EIN). An Employer not covered by the Act agrees to elect to be bound by the bond and shall be personally liable for the payment of all earned benefits.

ARTICLE XII: JOINT TRADE BOARD

Section 1. The Union and the Association agree to establish and maintain a Joint Trade Board consisting of two (2) members, with two (2) members and an alternate appointed by each party. All disputes and grievances shall be referred to the Joint Trade Board, unless as otherwise expressly provided for under this Agreement.

Section 2. The Joint Trade Board shall have the right to establish reasonable rules and regulations for its operation and such rules and regulations shall be binding upon all the parties.

Section 3. Two (2) members of the Joint Trade Board shall constitute a quorum, provided that at least one (1) member is representing each party to this Agreement. In the absence of any party's representatives or if there is a vacancy, that party shall be entitled to cast pro-rata through the members present the votes of an absent member or vacant position so that at all times the votes of each party shall be equal. Any decision of the Joint Trade Board shall be final and binding upon every party and any signatory to this Agreement. If both parties agree that the joint trade board will be split, the parties may elect to forgo this step and proceed to arbitration.

Section 4. Officers

- (a) The officers of the Joint Trade Board shall be a Chairperson, a Vice-Chairman (who shall not be a representative of the same party whose member is Chairperson) and a Secretary.
- (b) The Joint Trade Board shall meet once every quarter and at such other times during the year as the Chairperson determines.

Section 5. If the Joint Trade Board finds that an Employer violated this Agreement, the Joint Trade Board is authorized to fashion, in its sole discretion, all appropriate remedies, including but not limited to; awarding actual damages to the aggrieved individual or entity, plus fines not to exceed one-thousand dollars (\$1000.00) per violation, and assessing liquidated damages, interest, costs, reasonable attorneys' fees, administrative expenses, and auditing fees incurred by the Joint Trade Board. Such remedies and assessments shall also be imposed on the Employer if the Joint Trade Board, any party to this Agreement, or any entity enforcing its rights under this

Agreement obtains judicial enforcement of the Joint Trade Board.

Section 6. If the Joint Trade Board deadlocks, all matters in dispute shall be referred to arbitration, by either party. The complaining party may submit the matter to binding arbitration before the American Arbitration Association (AAA – Labor Dispute Rules) in West Virginia. The decision of the arbitrator shall be final and binding. Each party shall bear its own costs but shall share the costs equally of the arbitrator and of the AAA.

Section 7. If the Joint Trade Board finds that a member in good standing of Painters' District Council 53 violated this Agreement, Painters' District Council 53 shall have the duty to press charges against such member.

Section 8. If an Employer violates the provision of Article VIII or Article XVI, the Employer shall be required to provide a thirty-thousand-dollar (\$30,000.00) bond for the life of the Agreement, in addition to any other bond, which may be required. The Joint Trade Board shall meet within five (5) days of giving notice to an Employer charged with violating the above Articles.

Section 9. Each and every Employer and member of the Union pledges upon his/her honor not to break the rules and regulations embodied herein, which have been promulgated for the improvement and betterment of the entire organized painting, decorating, glazing, paper hanging and drywall industry in the jurisdiction of Painters' District Council 53, and furthermore, each shall recognize it to be their duty to report immediately to the Joint Trade Board, in writing, any facts, and facts only, pertaining to any violation of the Agreement.

ARTICLE XIII: MISCELLANEOUS

Section 1. The Employer shall give notice to the Union in writing not later than ten (10) days after occurrence of any of the following events related to the Employer, occurring after the date hereof:

- (a) Formation of Partnerships;
- (b) Termination of business;
- (c) Change of name commonly used in business operation;
- (d) Change of form of business organization;
- (e) Incorporation of business;
- (f) Dissolution of Corporation;
- (g) Name and business organization of successor;
- (h) Admission to or withdrawal from any association operating as a multi-employer bargaining agent;
- (i) The formation of a L.L.C.

A copy of this notification shall be sent to the Association Secretary

Section 2. The Employer shall maintain an office and telephone where it can be contacted during the usual working hours.

Section 3. The Association and the Union shall share equally in the cost of printing copies of this Agreement, and such copies shall bear the Union label.

Section 4. Should any part of, or any provision of this Agreement be rendered or declared invalid by reason of any existing or enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the

remaining portions thereof.

Section 5. Every Employee hired shall be required to provide the Employer and the Union with a drivers' license number, social security number or another form of proper identification. It shall be the Employer's and Union's responsibility to ensure that all Employees are in possession of the Union issued work card while employed by the Employer.

Section 6. The Union shall provide ongoing journey person education classes for safety and skills training.

Section 7. Stewards

- (a) The Union shall have the right to appoint one chief shop steward and one alternate at each of the Employer's job sites, all of whom shall be employees covered by this agreement. The Employer shall be given written notice of any appointment of a steward.
- (b) The Steward's duties shall consist of seeing that all terms and conditions of this Agreement are being complied with and that all employees are members in good standing of the Union wherever permissible under federal and state law.

ARTICLE XIV: LMCI, TOPS, CAP & FTI FUNDS

PAINTERS AND ALLIED TRADES LABOR-MANAGEMENT

COOPERATIVE INITIATIVE (LMCI)

Section 1. Fund Contributions

- (a) Commencing with the 1st day of December, 2024 and for the duration of this Agreement (until midnight, November 30, 2027) and any renewals or extension thereof, the Employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperative Initiative (LMCI) for each Employee covered by this Agreement, as follows:
 - a. For each hour worked or portion thereof, for which an Employee receives pay, the Employer shall make a contribution of ten cents (\$0.10) to the LMCI.
 - b. For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - c. Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement; this includes, but is not limited to apprentices and apprentice applicants.

Section 2. LMCI Trust

- (a) The Employer and Union agree to be bound by and to the Agreement and Declaration of Trust, as amended from time-to-time, establishing the LMCI.
- (b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are now serving, or who will in the future serve, as Employer

Trustees, together with their successors.

Section 3. All contributions shall be made at such time and in such manner as this Agreement provides in Article IX. The LMCI Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust. If an Employer fails to make the contributions to the LMCI within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all cost of collection of the payments due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strikes" clause, which may be provided or set forth elsewhere in this Agreement.

Section 4. Commencing with the 1st day of December 2024 and for the duration of this Agreement (until midnight, November 30, 2027) and any renewals or extension thereof, the Employer shall remit for each hour worked or portion thereof, for which the Employee receives pay, the Employer shall make a contribution of two cents (\$0.02) to the District Council 53 LMF.

CONTRACTORS AND TRADES EDUCATIONAL & DEVELOPMENT FUNDS

Section 1. There have been Trusts established known as Educational & Development Funds; a copy of which is available for inspection by interested parties. Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for education and development, and substance abuse testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.

Section 2. Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which a payment is made.

This contribution should be remitted to The International Union of Painters and Allied Trades, District Council 53 offices, who will then remit to the appropriate Educational & Development Fund.

Locals 91 & 438 - \$0.10 per hour worked to Ohio Valley Construction Employers Council

Locals 93 & 1144 - \$0.10 per hour worked to Parkersburg-Marietta Contractors and Trades Educational & Development Fund

Local 804 - \$0.10 per hour worked to Parkersburg-Marietta Contractors and Trades Educational & Development Fund

Local 970 - \$0.12 per hour worked to LEAD (Labor Education and Development Fund)

Local 1072 - \$0.12 per hour worked to Tri-State Labor Education and Development Fund

Section 3. Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed at the time of this document are listed above and shall be subject to change as the result of any changes in the cost of administration of the programs.

Section 4. Payments to the Funds are due by the thirtieth (30th) of each month, for the succeeding month for which said sum is payable. In the event the Employer fails to pay the sum due to the Development Fund when same shall become due and payable as aforesaid, they shall be considered delinquent and in breach of this Agreement, and as a penalty for such delinquency shall be assessed and required to pay to the Development Fund, in addition to the sum currently due and payable, any assessed penalties and interest allowed per the Trust documents. Delinquent employer shall also be liable for all reasonable expenses incurred by the Development Fund directly attributable to the cost of collection of said delinquent payments.

CONSTRUCTION ADVANCEMENT PROGRAMS (CAP) & INDUSTRY ADVANCEMENT FUNDS (IAF)

Section 1. There have been Trusts established known as Construction/Industry Advancement Programs/ Funds, referred to herein as the Fund. The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth in Section 2 of this Article.

Section 2. The Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall contribute the sum listed below. This contribution should be remitted to The International Union of Painters and Allied Trades, District Council 53 offices (1591 Washington Street, E., Charleston, WV 25311) who will then remit to the appropriate Construction/Industry Advancement Program/Fund. In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction/Industry Advancement Program/Fund shall be reinstated.

Locals 91 & 438 - \$0.18 per hour worked to Ohio Valley Construction Employers Council CAP

Locals 91 & 438 - \$0.06 per hour worked to Project BEST
(NOTE: \$0.03 is an employer contribution and \$0.03 is an employee deduction.)

Locals 93 & 1144 - \$0.15 per hour worked to Parkersburg-Marietta Contractors Association CAP

Local 804 - \$0.13 per hour worked to Construction Employers Association of North Central West Virginia, Inc. - Industry Advancement Fund (IAF)

Local 970 - \$0.07 per hour worked to Kanawha Valley Builders Association CAP

Local 1072 - \$0.01 per hour worked to Tri-State Contractors Association CAP

Section 3. The Construction/Industry Advancement Programs/Funds have been created out of recognition by employers of construction labor of the responsibility of collectively sharing and defraying the cost of conduction, administering, and servicing every phase of labor-management relations. Specifically, the money collected by the Funds shall be used as follows:

(a) Employer expenses incurred in the promotion of stability of relations between labor and management.

(b) Employer expenses incurred in maintaining facilities for adjustment of grievances.

(c) Employer expenses incurred in maintaining facilities for the conduction of safety education and accident prevention programs.

(d) Employer expenses incurred in promoting other Employer activities such as legitimate markets, standardization of contracts and research.

(e) Employer expenses incurred in maintaining facilities for assuring that the users of construction services and the general public obtain the highest standards of such construction services.

Section 4. Payments to the Funds are due by the thirtieth (30th) of each month, for the succeeding month for which said sum is payable. In the event the Employer fails to pay the sum due to the Industry Fund when same shall become due and payable as aforesaid, they shall be considered delinquent and in breach of this Agreement, and as a penalty for such delinquency shall be assessed and required to pay to the Industry Fund, in addition to the sum currently due and payable, any assessed penalties and interest allowed per the Trust documents. Delinquent employers shall also be liable for all reasonable expenses incurred by the Industry Fund directly attributable to the cost of collection of said delinquent payments.

Section 5. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize Contractors during a period of any work stoppage or strike.

Section 6. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the Employer will serve and hold the Union harmless from any litigation connected or in any way affected with the foregoing Fund.

THE PAINTERS & ALLIED TRADES FINISHING TRADES INSTITUTE (FTI)

Section 1. (Article XIV, § 1)

(a) Commencing with the 1st of December, 2024 and for the duration of this Agreement and

any renewals or extension thereof, the Employer agrees to make payments to the Painters and Allied Trades Finishing Trades Institute (FTI) for each Employee covered by this Agreement, as follows:

- a. For each hour worked or portion thereof, for which an Employee receives pay, the Employer shall make a contribution of ten cents (\$0.10) to the FTI.
- b. For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- c. Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and apprentice applicants.

Section 2. (Article XIV, § 2)

- (a) The Employer and Union agree to be bound by and to the Agreement and Declaration of Trust, as amended from time-to-time, establishing the FTI.
- (b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Section 3. All contributions shall be made at such time and in such manner as this Agreement provides in Article IX. The FTI Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust. If an Employer fails to make contributions to the FTI within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

ARTICLE XV: SUBCONTRACTING & WORK PRESERVATION

SUBCONTRACTING

Section 1. If an Employer contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, painting, or repair of a building or structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall:

- (a) Require such subcontractors to be bound by all the provisions of this Agreement. Such signatory Employer shall maintain daily records of the subcontractor and the subcontractor's employees' job site hours and shall be liable for payment of wages, dues check-off, as well as payments to the Funds identified in Articles IX and XV of this Agreement for each of such hours worked. The Union may require an Employer to deposit into an escrow the subcontractor's estimated contributions to the Funds.
- (b) Obtain from any subcontractor a list of all of the subcontractor's employees, with address and social security number, a list of the subcontractor's employees performing the

subcontracted work, the address and legal description of the property, a brief description of the type of property and a counting of the surfaces subcontracted out, and the subcontractor's price. This information must be submitted on the Union's form before the job starts. If any Employer violates this Article, the Employer shall be subject to legal action.

- (c) The Employer which subcontracts must file with the Union's Funds' office a copy of the subcontractor's contribution report forms as an attachment to the Employer's own remittance reports. A subcontractor is not excused from the obligation to file its own remittance reports.

Section 2. Any Employer that sublets or subcontracts any work covered by this Agreement shall be directly responsible and obligated for wages, dues/assessments, benefits, and employee benefit fund contributions owed to employees or to the Funds for work performed for the subcontractor.

The terms of this Article shall apply to all bargaining unit work performed directly or indirectly by the Employer or any affiliate or member of a controlled group as defined in the Internal Revenue Code.

PRESERVATION OF WORK CLAUSE

Section 1. 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 and device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows:

- (a) If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercise directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay:

- (a) To affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of violations, and
- (b) Into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial or governmental, for example, the National Labor Relations Board (NLRB) channels.

Section 3. If after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an Arbitrator or Joint Trade Board remedying such violation, or defend an action that

seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus cost of the litigation that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article, which may be available to the Union and/or the Joint Trust Funds.

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

ARTICLE XVI: PENSION AND ANNUITY FUNDS

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

Section 1.

- (a) Commencing with the 1st day of December 2024, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make contributions to the IUPAT Pension and Annuity Funds for each Employee covered by this Agreement as follows:
- a. For each hour or portion thereof, for which an Employee worked, the Employer shall make a total contribution to the Pension and Annuity Funds as referred to in Article VIII, Section 2 of this Agreement, which shall be in accordance with the zone addendums. The Employer will also contribute on behalf of each apprentice, a corresponding percentage of the hourly rate for journeypersons as specified in Article VIII of this Agreement.
 - b. For the purpose of this Article, each hour worked includes hours attributable to show-up time, and other hours for which pay is received by the Employees in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - c. Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary Employees.
 - d. The payment to the Pension and Annuity Funds required above shall be made to the IUPAT Union and Industry Fund, which was established under an Agreement and Declaration of Trust, as amended from time-to-time. The Employer agrees to be bound by said Agreement and Declaration of Trust, as though he had actually signed the same.

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

Section 3. All contributions shall be made at such time and in such manner as the Trustees

require; and the Trustees may at any time conduct an audit in accordance with Article V, Section 6 of said Agreement and Declaration of Trust.

Section 4. If any Employer fails to make contributions to the Pension and Annuity Funds within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all cost of collection of payments due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration or any "no strike" clause which may be provided or set forth in this Agreement.

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

Section 6. Refer to the Wage Addendum attachments for the various zones of this Agreement for hourly contribution rates for the Pension and Annuity plans.

ARTICLE XVII: MOST FAVORED NATIONS CLAUSE

Should the Union enter into any collective bargaining agreement or understanding applicable to work covered by this Agreement, with any other Employer or Employer group whereby the wages, fringe benefits or working conditions of such agreement or understanding are more favorable to the Employer(s), then such terms and conditions of employment shall automatically supersede and replace the terms and conditions contained in this Agreement.

ARTICLE XVIII: GRIEVANCE PROCEDURE

Should a dispute or grievance arise on the job involving an alleged violation of this Agreement, such a dispute or grievance shall be resolved by the following process:

STEP 1: If the aggrieved person is an Employee, then such Employee shall report his/her dispute or grievance in writing to the Business Manager, Secretary-Treasurer, or Representative with five (5) days of the occurrence of the issue which caused the dispute or grievance. The Business Manager, Secretary-Treasurer or Representative and the Employer Representative will attempt to resolve the grievance. If the grievance cannot be resolved within five (5) days of being reported to the Business Manager or Representative, the grievance shall proceed to step 2.

STEP 2: Within forty-eight (48) hours of the expiration of the time allotted in Step 1 to resolve the dispute, the dispute shall be referred to the Joint Trade Board to set up a time and place to convene. The rules and procedures of the Joint Trade Board are as in Article XII of this Agreement.

ARTICLE XIX: POLITICAL ACTION TOGETHER FUND (PATF)

Employers agree to deduct from Employees' wages (refer to Article VIII for amount per hour) that is to be contributed to the Political Action Together Fund (PATF) of the International Union of Painters and Allied Trades. It is agreed that such Employer(s) shall make the necessary deduction for this fund only after a copy of the Employee authorization form has been forwarded to and received by such Employer. Employers party to this Agreement hereby agree to honor authorizations for check-off political contributions from all Employees who are Union members in the following form:

POLITICAL CONTRIBUTION CHECK-OFF AUTHORIZATION

This is to authorize any of the various Employers who are signatory to an Agreement with the International Union of Painters and Allied Trades, including any renewal thereof, and by whom I may be employed under and during the term of such Agreement or any renewal thereof, to deduct from my wages five cents (\$.05) per hour worked, and to forward that amount to the PAT Political Committee.

This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that the PAT Political Committee will use the money to make political contributions and expenditures in connection with Federal, State, and Local elections and that this voluntary authorization may be revoked at any time by notifying the Employer and the PAT Political Committee, and that the money is not deductible as charitable contributions for Federal Income Tax purposes.

_____	_____	_____
DATE	SIGNATURE	SOCIAL SECURITY #

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

ARTICLE XX: SUCCESSOR CLAUSE

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

In the event the Employers' business is, in whole or part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and the provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the

transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligation of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the Employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, or lessee has agreed in writing to assume the obligations of this Agreement.

ARTICLE XXI: GENERAL SAVINGS CLAUSE

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

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

ARTICLE XXII: DURATION CLAUSE

Section 1. This Agreement shall be in full force and effect from December 1, 2024 up to and including November 30, 2027 and shall continue from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, not less than ninety (90) days prior to November 30, 2027.

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

ARTICLE XXIII: SIGNATURES

Employer Information and Signatures

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Drivers' License Number: _____

Federal Insurance Contribution Act

Federal Registration No.: _____

Contract Bond No.: _____

Ohio/Virginia/West Virginia/Maryland/Kentucky

Worker's Compensation Risk no.: _____

Ohio/Virginia/West Virginia/Maryland/Kentucky

Employment Security No.: _____

Public Liability Insurance: _____

Name of Company: _____

Policy No.: _____

Bonding Company Name: _____

Effective Date: _____

Bonding Company Policy No.: _____

IN WITNESS WHEREOF, the parties hereto agree to be bound by this Agreement and have set forth their hands and seals, this _____ day of _____, 20____, to be effective as of December 1, 2024 through November 30, 2027.

It is also understood that upon signing this Agreement any and all other agreements pertaining to said work, currently signed by this Employer or Association with any affiliate of District Council 53, shall be null and void.

THIS AGREEMENT shall remain in full force and effect from December 1, 2024 through November 30, 2027.

Clinton Suggs/ Executive Director

Eric Starkowicz/ Executive Director
Ohio Valley Construction Employers Council, Inc.

Shelia Morgan/ Executive Director
Construction Employers Association of North Central West Virginia, Inc.

Luther Lasutz/ Executive Director
Kanawha Valley Builders Association

Don Bradley/ Executive Director
Tri-State Contractors Association

Brian Stanley/ Business Manager-Secretary Treasure
International Union of Painters and Allied Trades District Council 53

SIGNATURE PAGE FOR NON-ASSOCIATION EMPLOYER

The Undersigned Employer doing business as:

And having principal offices at:

Employer

Employer Signature/ Title **Date**

Business Manager/Secretary Treasure **Date**
International Union of Painters & Allied Trades District Council 53