

9663

**COLLECTIVE BARGAINING
AGREEMENTS**

Between

**District Council No. 21
International Union of Painters
and Allied Trades AFL-CIO-CLC**



and the

**Associated Master Painters and Decorators Inc. of Philadelphia and
Vicinity**

and the

Interior Finish Contractors Association of Delaware Valley

and the

**Architectural Glass and Metal Association of Philadelphia and
Vicinity**

and the

P.D.C.A. of Northeast Pa.

and the

P.D.C.A. of Harrisburg

and the

Keystone Contractors Association

and

All Independent Employers and Associations

**Starting, May 1, 2012 (Painters)
May 1, 2015 (Drywall, Glaziers & Upstate)
See Duration clause for expiration dates**

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Articles of Agreement

This Agreement is made and entered into this first (1st) day of May 1, 2012 between the ASSOCIATED MASTER PAINTERS AND DECORATORS, INC. OF PHILADELPHIA AND VICINITY AND entered into this first day of May 1, 2015 between the INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY, ARCHITECTURAL GLASS AND METAL ASSOCIATION OF PHILADELPHIA AND VICINITY, P.D.C.A. OF NORTHEAST PA, P.D.C.A.- HARRISBURG AND KEYSTONE CONTRACTORS ASSOCIATION, hereinafter called the "EMPLOYER", and DISTRICT COUNCIL # 21 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO-CLC, OF EASTERN PENNSYLVANIA, SOUTHERN NEW JERSEY, AND THE STATE OF DELAWARE, HEREAFTER called the "COUNCIL".

Now, Therefore, This Agreement Witnesseth:

ARTICLE 1

Recognition

- 1.1 Recognition:**
The Union recognizes the ASSOCIATED MASTER PAINTERS AND DECORATORS, INC. OF PHILADELPHIA AND VICINITY, INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY, ARCHITECTURAL GLASS AND METAL ASSOCIATION OF PHILADELPHIA AND VICINITY, P.D.C.A. OF NORTHEAST PA, P.D.C.A.- HARRISBURG, KEYSTONE CONTRACTORS ASSOCIATION, AND ALL INDEPENDENT EMPLOYERS & ASSOCIATIONS as the exclusive collective bargaining representative and agent under the terms of this Agreement for all of its present and future members. THE ASSOCIATED MASTER PAINTERS AND DECORATORS, INC. OF PHILADELPHIA AND VICINITY, INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY, ARCHITECTURAL GLASS AND METAL ASSOCIATION OF PHILADELPHIA AND VICINITY, P.D.C.A. OF NORTHEAST PA, P.D.C.A.- HARRISBURG, KEYSTONE CONTRACTORS ASSOCIATION, AND ALL INDEPENDENT EMPLOYERS and any other Association this Union may recognize, do recognize the COUNCIL as the bargaining representative of the Painters, Decorators, Wallcoverers, Drywall Finishers, Glaziers, and Apprentice EMPLOYEES of the EMPLOYERS.

- 1.2 NLRB Status:**
Inasmuch as the Union has demanded recognition from the EMPLOYER as the exclusive bargaining representative of the EMPLOYEES in the bargaining unit described herein under Section 9(a) of the National Labor Relation Act, and has submitted proof thereof in the form of signed and dated authorization cards, and the EMPLOYER is satisfied that the Union represents a majority of its EMPLOYEES in the bargaining units described herein, the EMPLOYER hereby recognizes the Union as the exclusive collective bargaining representative of its EMPLOYEES on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the EMPLOYEES' exclusive representative as a result of an NLRB election requested by the EMPLOYEES. The EMPLOYER agrees that during the life of this Agreement it will not request a NLRB election and expressly waives any right it may have to do so.

ARTICLE 2

Union Security Clause

- 2.1 Membership:**
It is agreed that after the EMPLOYEE, who by the nature of his work comes within the provisions of this Agreement and who shall have worked for any EMPLOYER for not less than seven (7) days, such EMPLOYEE shall be required to then become and remain a member of the Union in good standing, and the Union shall make membership therein continuously available to such EMPLOYEE on the same terms and conditions as are generally applicable to the other members of the Union.
- 2.2 Discharge of EMPLOYEE:**
Any EMPLOYEE who fails or refuses to become a member of the Union after seven (7) days from the date of commencement of work with any EMPLOYER shall, upon written notice from the Union, be discharged by his current EMPLOYER.

ARTICLE 3

Check-Off Administrative Dues

- 3.1 Agreement of Check-Off**
Every EMPLOYER, signatory to this Agreement, hereby agrees to check-off from wages of any EMPLOYEE by such EMPLOYER during the term of this Agreement, administrative dues in the then amount specified in this Agreement and/or Union's by-law and to remit said amount to the Administrator in the following manner.

- 3.1.1** Upon signing of this Agreement the Union will notify the EMPLOYER in writing of the amount of administrative dues specified, and will submit to the EMPLOYER a copy of the By-Laws or the appropriate By-Laws.
- 3.1.2** For each payroll period, the EMPLOYER will deduct from the wages of each EMPLOYEE the amount specified, based on Gross Wages and Fringe Benefits paid during said payroll period, and will accumulate said deduction at the end of the month.
- 3.1.3** All payments and/or transmittals of funds required under this Article shall be paid to the Administrator not later than the thirtieth (30th) day following the end of the month in which the check-off occurred. All such payments shall be made in accordance with the payment and collection procedures hereinafter set forth in Article 13.
- 3.2** **Outside of #21's Area:**
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 geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in the jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievance set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area 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 geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and condition 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 grievance 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.

Drywall Finishers ONLY: See Article 25.10.7

- 3.3 EMPLOYER'S Obligation:**
The obligation of the EMPLOYER under 3.1 and 3.3 shall apply only as to EMPLOYEES who have voluntarily signed a valid dues deduction authorization card.
- 3.4 Time of Employment**
At the time of employment of any EMPLOYEE, the EMPLOYER will submit to each such EMPLOYEE, for his voluntary signature, a dues deduction authorization card in duplicate; one copy of which is retained by the EMPLOYER and the other returned to the Union; the form to be supplied to such EMPLOYER by the Union.
- 3.5 Submittal Form:**
On or before the thirtieth (30th) day of each month, the EMPLOYER will submit to the Union, a list of all EMPLOYEES covered by the Agreement who have not signed a dues deduction card, together with the number of hours worked by each such EMPLOYEE during the month previous.
- 3.6 Political Action Fund:**
It is recognized that the District Council 21 has a Political Action Fund and is entitled to voluntary contributions by its members. Upon receipt of written authorization from an EMPLOYEE, the EMPLOYER agrees to deduct payments in the amount specified in the wages of said EMPLOYEE, and forward such monies to the Political Action Fund, in a manner consistent with Article 3.

ARTICLE 4

Function of Management

- 4.1 Management Rights:**
In the exercise of its functions of management, the EMPLOYER shall have the right, to plan, direct and control operations of all its work, hire EMPLOYEES, direct the working forces in the field, assign EMPLOYEES their jobs, discharge, suspend or discipline for proper cause, (proper cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism), transfer, promote or demote EMPLOYEES, lay off EMPLOYEES because of the lack of work, or for other legitimate reasons, require EMPLOYEES to observe the EMPLOYER'S and/or contracting entities, rules and regulations not inconsistent with this Agreement, institute a fair and consistent drug policy, regulate the amount of equipment used and the use of equipment and other property of the

EMPLOYER, decide the number of EMPLOYEES needed; provided, however, that the EMPLOYER will not use its rights for the purpose of discrimination against any EMPLOYEE.

ARTICLE 5

Contract Increases & Territory covered in Zones

Zone 1 (Phila. Metro) Painters, Drywall Finishers, Wallcoverers, Glaziers:

Territory: Pennsylvania Counties of: Philadelphia, Montgomery, Bucks, Delaware, And Chester.

Negotiated Increases for contract Duration Zone 1: Painters & Wallcoverers (distribution to be determined by Union)

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Regular	\$1.40	\$1.40	\$1.50	\$1.75	\$1.75
Industrial	\$1.40				
Bridge	\$1.50-5/1/12	\$1.50-11/1/12			
Mkt. Recovery	\$1.00	2.5%	2.5%	2.5%	2.5%

(2.5% is based on Total Package)

Negotiated Increases for contract Duration Zone 1: Drywall Finishers (distribution to be determined by Union) – **PHILADELPHIA ONLY**

	1st Year	2nd Year	3rd Year
Regular	\$1.40	\$1.40	\$1.50
Mkt. Recovery A	\$1.00	2.5%	2.5%

(2.5% is based on Total Package)

Negotiated Increases for contract Duration Zone 1: Drywall Finishers (distribution to be determined by Union) – **4 COUNTY AREA ONLY**

	1st Year	2nd Year	3rd Year
Regular	\$1.00	\$1.00	\$1.00
Mkt. Recovery A	\$1.00	\$1.00	\$1.00

Negotiated Increases for contract Duration Zone 1: Glaziers (distribution to be determined by Union)

	1st Year	2nd Year	3rd Year
Regular	\$1.95	\$1.90	\$1.90

Zone 2 (Wilkes-Barre, Scranton) Painters, Drywall Finishers, Wallcoverers

Territory: Pennsylvania Counties of: Bradford, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming

Negotiated Increases for Contract Duration Zone 2: (distribution to be determined by Union)

	1 st Year	2 nd Year	3 rd Year
Painters	\$1.05	\$1.10	\$1.20
Industrial	\$1.25	\$1.45	\$1.55
Bridge	\$1.55	\$2.00	\$2.50
Drywall	\$1.05	\$1.10	\$1.20

Mkt. Recovery: to be determined-----

Zone 2 (Scranton, Wilkes-Barre, Northumberland) Glaziers:

Territory: Pennsylvania Counties of: Bradford, Susquehanna, Wayne, Lackawanna, Monroe, Pike, Wyoming, Tioga, Columbia, Union, Sullivan, Lycoming, Montour, Clinton, and Luzerne.

Negotiated Increases for Contract Duration Zone 2: (Distribution to be determined by Union)

Regular See Scranton Agreement (Sterling Glass)
 May 1, 2014 thru April 30, 2017

Zone 3 (Allentown) Painters, Drywall Finishers, Wallcoverers:

Territory: Pennsylvania Counties of: Carbon, Lehigh, Monroe, Northampton, and Berks.

Negotiated Increases for Contract Duration Zone 3: (distribution to be determined by Union)

	1 st Year	2 nd Year	3 rd Year
Painters	\$1.05	\$1.10	\$1.20
Industrial	\$1.25	\$1.45	\$1.55
Bridge	\$1.55	\$2.00	\$2.50
Drywall	\$1.05	\$1.10	\$1.20

Mkt. Recovery: to be determined-----

Zone 3 (Allentown Reading) Glaziers:

Territory: Pennsylvania Counties of: Lehigh, Northampton, Schuylkill, Berks, Colombia and Carbon.

Negotiated Increases for Contract Duration Zone 3: (Distribution to be determined by Union)

Regular See Allentown/Reading Agreement (Hutt's Glass)
June 1, 2013 thru April 30, 2016

Zone 4 (Harrisburg) Painters, Drywall Finishers, Wallcoverers:

Territory: Pennsylvania Counties of: Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry and York.

Negotiated Increases for Contract Duration Zone 4: (distribution to be determined by Union)

	1 st Year	2 nd Year	3 rd Year
Painters	\$ 0	\$0.40	\$0.50
Bridge	\$1.00	\$0.40	\$0.50
Industrial	\$0.25	\$0.40	\$0.50
Drywall	\$0.35	\$0.40	\$0.50

Zone 4 (Harrisburg) Glaziers:

Territory: Pennsylvania Counties of: Franklin, Adams, Cumberland, Perry, Dauphin, Juniata, Snyder, York, Lancaster and Lebanon.

Negotiated Increases for Contract Duration Zone 4: (Distribution to be determined by Union)

Regular See Harrisburg Agreement (Hershocks, Inc.,
Harrisburg, Eastern)
May 1, 2014 thru April 30, 2017

Zone 5 (State of Delaware) Painters, Drywall Finishers, Wallcoverers, and Glaziers

Territory: Whole State

Negotiated Increases for Contract Duration Zone 5: (distribution to be determined by Union)

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Regular	\$1.40	\$1.40	\$1.50	\$1.75	\$1.75
Industrial	\$1.40	\$1.40	\$1.50	\$1.75	\$1.75
Bridge	\$1.00-5/1/12		\$1.00-11/1/12		

Glaziers Regular (Same as zone 1)

Mkt. Recovery: to be determined -----

Zone 6 (Southern N.J.) Glaziers only

Territory: Southern New Jersey counties of: Gloucester, Atlantic, Camden, Salem, Cumberland, Cape May, and parts of Ocean and Burlington. (See dividing lines below)

Pennsylvania and New Jersey Boundaries: New Hope, PA to Newtown, PA to Emilie, PA to Florence, NJ to Bustleton, NJ to Columbus, NJ to Jobstown, NJ to Pemberton, NJ to Onga Hat, NJ to Chatsworth, NJ to Whiting, NJ to Pinewald, NJ to Ocean Gate, NJ to Seaside Heights, NJ. Everything south of these boundaries is the geographic jurisdiction of Glaziers Local Union 252 in the state of New Jersey.

Negotiated Increase same as zone 1

ARTICLE 6

Council Representatives

- 6.1 District Council 21 Representatives:**
District Council's Representative only, in their capacity, shall be permitted to visit a job, or a shop, to ascertain if the terms of this Agreement are being complied with.
- 6.1.1 No Restriction to Jobs:**
In the event that a Representative needs a pass or special permit to get on a job site because of security regulations, the EMPLOYER will assist in getting the Representative on the job. The Representative will not be restricted by the EMPLOYER in any way in the performance of his duties. If it is beyond the EMPLOYER'S control, then District Council # 21 will explore other avenues.

ARTICLE 7

General Work Rules

- 7.1 Productivity:**
In recognition of increased competition from Non-Union subcontractors, it is understood that EMPLOYEES must begin and end the working day according to this contract, and the lunch periods must not be extended. Those who violate this understanding, or those who fail to report without sufficient notice, can be subject to discharge. It is the aim of the EMPLOYER and all of the EMPLOYEES to be as productive as possible, in order to help preserve future job security.

- 7.2 Ratio:**
The contractor or the EMPLOYER party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the members of the Local Union or District Council where the work is being performed.
- 7.3 Jurisdictional Conditions:**
The EMPLOYER party hereto shall, when engaged in work outside the geographic jurisdiction or zone of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction or zone and executed by the EMPLOYER'S of the industry and the affiliated Local Unions in that jurisdiction or zone, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to EMPLOYEES employed by such EMPLOYER from within the geographic jurisdiction or zone of the Union party to this Agreement and who are brought into an outside jurisdiction, such EMPLOYEES, shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction which ever favorable to such EMPLOYEES, and fringe benefit contributions on behalf of such EMPLOYEES shall be made solely to their home funds in accordance with their governing documents and the difference between the benefit contributions required by the home funds and the away funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in this 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.
- 7.3.1 Evading obligations:**
The EMPLOYER shall not be permitted to evade its obligations thereunder by setting up an additional 'home' or 'branch' office or plant in an area outside District Council 21's territory.
- 7.4 Coffee Break:**
There shall be a 15-minute coffee break per shift. This also applies to night shift.

ARTICLE 8

Picketing

- 8.1 **Painters, Drywall Finishers, Wallcoverers**
EMPLOYEES covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization.

ARTICLE 9

Subletting of Contracts

All Zones Painters, Drywall Finishers, Wallcoverers

- 9.1 **Subcontracting**
The EMPLOYER shall not contract out or subcontract any work covered by this Agreement to any sub-contractor or other person unless that sub-contractor or other person is a party to a Collective Bargaining Agreement with a District Council or Local Union affiliated with the International Union of Painters and Allied Trades, AFL – CIO.
- 9.2 **Glaziers Sub-Contracting Only**
The COUNCIL agrees to recognize existing past practice with regard to subcontracting and agrees that it will not bring any actions against any member of AGMA who utilizes such practice even though they may not have done so in the past.

ARTICLE 10

Preservation of Work Clause

- 10.1 **Protection of Work:**
To protect and preserve, for the EMPLOYEES covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the EMPLOYER performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the EMPLOYER, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

10.2 Disputes:
All charges of violations of Section 13.1 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 1) to effected EMPLOYEES covered by this Agreement, including registered applicants for employment, the equivalent of wages those EMPLOYEES have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

10.3 Enforcement of Award:
If, after an EMPLOYER has violated this Article, the Union and/or the trustees or one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the EMPLOYER shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

ARTICLE 11

Grievances and Arbitration

11.1 Jurisdiction of Procedures:
All complaints, disputes, controversies, claims or grievances (hereinafter referred to as a dispute) arising between the parties to the Agreement involving questions of interpretation, application, or breach of any part of this Agreement, or arising out of the contractual relations between the parties and their respective members shall, be resolved in the following manner:

Step 1 In the first instance, the job or shop steward shall file a grievance with the foreman on the job. The company has five (5) working days to answer this grievance. If the grievance cannot be resolved at this step it shall proceed to step two.

- Step 2** The Business Representative of District Council 21 will meet with the foreman on the job. If the grievance cannot be resolved at this step within five (5) working days it shall proceed to step three.
- Step 3** The Company Representative will meet with a committee appointed to hear this grievance at District Council 21's office. The committee will render its opinion within three (3) working days of the meeting. If the Company does not agree with this opinion it has two (2) working days to write its reasons why it disagrees with the opinion of the Committee. If the Committee disagrees with the written response by the Company, the Business Manager/Secretary Treasurer, will proceed to step four (4) and file for a Joint Trade Board Meeting.
- Step 4** The Joint Trade Board will be made up of three members of District Council 21, and three members of the Association that best represents this grievance. From the time either party files for a "Joint Trade Board Meeting", the Board must convene within five (5) working days. The Joint Trade Board must render its decision within three (3) working days. The decision of the Joint Trade Board will be binding and final on the parties. If the EMPLOYER refuses to comply with a final and binding decision issued at the Joint Trade Board level, the District Council will have the right to direct EMPLOYEES of such EMPLOYER to refrain from work. If the "Joint Trade Board" cannot resolve the grievance, at this level: either party can file for arbitration with (AAA) American Arbitration Association, within ten (10) working days.

During the pendency of the Board's decision, there shall be no cessation of work of any type or description nor shall the EMPLOYER lock out any EMPLOYEE.

ARBITRATION

- Step 5** The American Arbitration Association will submit a panel of Arbitrators from whom the parties shall select an Impartial Chairman in accordance with the Rules and Regulations of the American Arbitration Association to hear the dispute. The decision of the Impartial Chairman shall be final and binding upon all parties to the proceedings and to this Agreement.
- 11.2 48 hour rule:**
If an EMPLOYER fails to comply with an Arbitration Award within forty eight (48) hours after it has been rendered, the Union shall have the right, aside from other legal remedies available to it, to direct the EMPLOYEES of such EMPLOYER covered by this Agreement to refrain from working for such

EMPLOYER as long as he has failed to comply with the Arbitration Award, and such action by the Union and the EMPLOYEES shall not be considered a breach or violation of this Agreement.

11.3 Cost

Each party shall pay one-half (1/2) the costs of arbitration including administrative fees and the cost of an arbitrator. This shall not include the legal fees of any party using the services of an attorney or any other professional service, which shall be the responsibility of the party(s) engaged. The exception being, as pertaining to any and all fees as outlined in Article 13.

11.4 Termination of Agreement:

In the event it has been determined by the appropriate body that any EMPLOYER, party to this Agreement, has violated it, in any respect, depending on the severity of the offenses, then this Agreement shall be terminated as to such EMPLOYER, and the Union is privileged to withdraw the workers from the employment of that EMPLOYER.

All matters considered beneficial to the painting, wallcovering, drywall finishing and glazing industries, not presently provided for in this Agreement, shall be referred to the Joint Trade Board for consideration and appropriate action.

11.5 Non-Members of Associations:

The parties hereto agree that the arbitration procedure outlined above will be available for any dispute which may rise between the Union and EMPLOYER who is not a member of the ASSOCIATED MASTER PAINTERS AND DECORATORS, INC. OF PHILADELPHIA AND VICINITY, INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY, ARCHITECTURAL GLASS AND METAL ASSOCIATION OF PHILADELPHIA AND VICINITY, P.D.C.A. OF NORTHEAST PA, AMERICAN SUBCONTRACTORS ASSOCIATION OF CENTRAL PENNSYLVANIA, P.D.C.A.- HARRISBURG and any or all Independent EMPLOYERS and Associations the Union may recognize, but who has agreed to accept and be bound by the arbitration procedures and machinery set forth above.

When a non-member signator of this Agreement is charged with violating any of the provisions or conditions of this Agreement or any other Agreement District Council No. 21 is a party to, indenture or condition related to the Collective Bargaining Agreement between the parties hereto, they shall be given the right to designate another non-member signator to the Agreement, in good standing, to sit in the place and stead of one

Chapter designated member of the Board, for the purpose of hearing and determining the particular charge or charges; in such an event the Chapter shall temporarily remove one of its appointed members of the Board to give effect to the aforementioned objective. The non-member signator designee shall be vested with the same powers and authority as held by the other member of the Board.

ARTICLE 12

Security of Funds

- 12.1 Upon signing an EMPLOYER to this Collective Bargaining Agreement, the EMPLOYER must submit to the Union a complete list of all EMPLOYEES and jobs; also proof of having proper Worker's Compensation and Unemployment Insurance.
- 12.2 ALL Painting, Drywall Finishing and Wallcovering EMPLOYERS are required to post a security bond; the original shall be filed with the District Council # 21 office. The amount of the bond for EMPLOYERS averaging 1 to 15 EMPLOYEES shall be \$30,000.00, 16 to 35 EMPLOYEES shall be \$50,000.00 and over 35 EMPLOYEES \$75,000.00.
- ALL Glazing EMPLOYERS are required to put a bond in the following manner: 1 to 15 EMPLOYEES shall be \$30,000.00, 16 to 35 EMPLOYEES shall be \$40,000.00 and over 35 EMPLOYEES \$50,000.00. In lieu of a bond, a letter of credit in said amount is acceptable.
- 12.3 For All EMPLOYERS, in lieu of a minimum bond or letter of credit, the EMPLOYER eligible for the minimum coverage must deposit the sum of \$ 1,000.00 Per Man Per Week, by certified check to be held in escrow by the Fund Office, until such time the EMPLOYER shall produce a bond based on the above scale, or no longer employs District Council # 21 members.
- 12.3.1 EMPLOYERS working under these circumstances may be required by the Union to pay fringe benefits and deductions on a weekly basis.
- 12.4 Vacation Fund escrow will also be retained (per Article 13.4.1)

ARTICLE 13

Various Funds

- 13.1 Health & Welfare Funds:** (1) The EMPLOYER agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust, and all amendments thereto, governing establishment and operation of the I.U.P.A.T. District Council No. 21 Welfare Fund. The Trust Agreement provides, *inter alia*, for the receipt of contributions by the Welfare Fund for the purpose of providing group health, medical surgical disability and other related welfare benefits to eligible workers and their families, in such form and amounts as the Trustees of the Welfare Fund may determine in conformity with the discretion vested in them under provisions set forth in the Trust Agreement. The EMPLOYER agrees to contribute for each EMPLOYEE covered by this Agreement to the Welfare Fund in the manner provided herein, in the then current amounts and for the periods as set forth in Article 5.
- 13.2 The I.U.P.A.T. Union and Industry Pension Fund and Annuity:**
- 13.2.1** The EMPLOYER agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust, and all amendments thereto, governing establishment and operation of the I.U.P.A.T. Union and Industry National Pension Fund ("Pension Fund"). The Trust Agreement provides *inter alia*, for the receipt of contributions by the I.U.P.A.T. Union and Industry National Pension Fund for the purpose of providing pension and other related benefits to eligible workers and their families, in such form and amounts as the Trustees of the I.U.P.A.T. Union and Industry National Pension Fund may determine in conformity with the discretion vested in them under provisions set forth in the Trust Agreement. The EMPLOYER agrees to contribute for each EMPLOYEE covered by this Agreement to the Pension Fund in the manner provided herein, in the then current amounts and for the periods as set forth in Article 5.
- 13.2.2** 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.
- 13.2.3** The payments to the Pension and Annuity Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust dated April 1, 1967.

- 13.2.4** The EMPLOYER hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve as EMPLOYER Trustees, together with their successors. The EMPLOYER further agrees to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust.
- 13.2.5** All contributions shall be made at such time and in such manner as set forth in this Agreement. The Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the EMPLOYER for the purpose of determining the accuracy of contributions to the Pension Fund.
- 13.2.6** If an EMPLOYER fails to make contributions to the Pension Fund within thirty (30) 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 provisions hereof to the contrary notwithstanding, and the EMPLOYER shall be liable for all costs for collecting payments due, together with attorneys' fees and such liquidated damages 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.
- 13.2.7** The Pension Plan adopted by the Trustees of the Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the EMPLOYER at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
- 13.2.8** Funds are paid to the Painters District Council 21 of Northeastern Pennsylvania Health & Welfare Fund for the members covered by Article 24 (L.U. 41, L.U. 218, L.U. 1269)
- 13.3 The I.U.P.A.T. District Council 21 Annuity Fund:**
- 13.3.1** The EMPLOYER agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust, and all amendments thereto, governing establishment and operation of the I.U.P.A.T. District Council 21 Annuity Fund. The Trust Agreement provides *inter alia*, for the receipt of contributions by the I.U.P.A.T. District Council 21 Annuity Fund for the purpose of providing pension and other related benefits to eligible workers and their families, in such form and amounts as the Trustees of the I.U.P.A.T. District Council 21 Annuity Fund may determine in conformity with the discretion vested in them under

provisions set forth in the Trust Agreement. The EMPLOYER agrees to contribute for each EMPLOYEE covered by this Agreement to the Annuity Fund in the manner provided herein, in the then current amounts and for the periods as set forth in Article 5.

- 13.3.2 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.
- 13.3.3 The payments to the Annuity Funds required above shall be made to the I.U.P.A.T. District Council 21 Annuity Fund which was established under an Agreement and Declaration of Trust dated June 1, 1972.
- 13.3.4 The EMPLOYER hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve as EMPLOYER Trustees, together with their successors. The EMPLOYER further agrees to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust.
- 13.3.5 All contributions shall be made at such time and in such manner as set forth in this Agreement. The Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the EMPLOYER for the purpose of determining the accuracy of contributions to the Annuity Fund.
- 13.3.6 If an EMPLOYER fails to make contributions to the Annuity Fund within thirty (30) 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 provisions hereof to the contrary notwithstanding, and the EMPLOYER shall be liable for all costs for collecting payments due, together with attorneys' fees and such liquidated damages 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.
- 13.3.7 The Annuity Plan adopted by the Trustees of the Annuity Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the EMPLOYER at all times to treat contributions to the Annuity Fund as a deduction for income tax purposes.

- 13.3.8 Funds are paid to the Painters District Council 21 of Northeastern Pennsylvania Annuity Fund for the members covered by Article 24 (L.U. 41, L.U. 218, L.U. 1269).
- 13.4 **Vacation Fund:** (1) The EMPLOYER agrees to be bound by all provisions set forth in the Agreement and Declaration or Trust, and all amendments thereto, governing establishment and operation of the I.U.P.A.T. District Council No. 21 Vacation Fund. The Agreement provides, *inter alia*, for the receipt of contributions by the Vacation Fund for the purpose of providing vacation benefits to eligible workers and their families, in such form and amounts as the Trustees of the Vacation Fund may determine in conformity with the discretion vested in them under provisions set forth in the Trust Agreement. The EMPLOYER agrees to contribute for each EMPLOYEE covered by this Agreement to the Vacation Fund in the manner provided herein, in the then current amounts and for the periods as set forth in Article 5.
- 13.4.1 A certified check for no less than Five Hundred Dollars (\$500.00) and no more than Two Thousand Five Hundred Dollars (\$2,500.00) shall be deposited with the Administrator of the Vacation Fund by each EMPLOYER. The Board of Trustees of the Vacation Fund shall determine the amount due from each EMPLOYER, predicated on the basis of one-twelfth (1/12) of the yearly amount of funds submitted by the EMPLOYER to the Vacation Fund in the preceding year. In addition to any other remedies available to the Vacation Fund as set forth in this Article, an EMPLOYER who is delinquent in submitting contributions to the Vacation Fund shall have the delinquent monies withdrawn from its certified check, and will be required to resubmit a new check in full covering this delinquency.
- 13.5 **Training and Education Fund:** The EMPLOYER agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust, and all amendments thereto, governing establishment and operation of the I.U.P.A.T. District Council 21 Fund (hereinafter referred to as The FTI Fund). The Trust Agreement provides, *inter alia*, for the receipt of contributions by the FTI Fund for the purpose of establishing and administering a Training Program as the Trustees of the FTI Fund may determine in conformity with the discretion vested in them under provisions set forth in the Trust Agreement. The EMPLOYER agrees to contribute for each EMPLOYEE covered by this Agreement to the FTI Fund in the manner provided herein, in the then current amounts and for the periods as set forth in Article 5.

- 13.6 National Apprenticeship Fund:** The EMPLOYER agrees to contribute the sum of five cents (\$.10) per hour for each hour for which an EMPLOYEE receives pay to the National Apprenticeship Fund. Trustees of said Fund shall remit said sum to the National Painting and Decorating and Drywall Apprenticeship and Manpower Training Fund at such regular periods of time, and in the manner and form as shall be determined by the Trustees of the National Apprenticeship Fund from time to time.
- 13.7 The District Council 21 Scholarship Fund:**
- 13.7.1** The EMPLOYER agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust, and all amendments thereto, governing establishment and operation of the District Council 21 Scholarship Fund ("Scholarship Fund"). The Trust Agreement provides *inter alia*, for the receipt of remittance by the Scholarship Fund for the purpose of providing educational relief to eligible workers and their families, in such form and amounts as the Trustees of the Scholarship Fund may determine in conformity with the discretion vested in them under provisions set forth in the Trust Agreement. The EMPLOYER agrees to remit for each EMPLOYEE covered by this Agreement to the Scholarship Fund in the manner provided herein, in the then current amounts and for the periods as set forth in Article 5.
- 13.7.2** Remittances 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.
- 13.7.3** The EMPLOYER further agrees to be bound by actions taken by the Scholarship Fund Trustees pursuant to the Agreement and Declaration of Trust.
- 13.7.4** All remittances shall be made at such time and in such manner as set forth in this Agreement. The Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the EMPLOYER for the purpose of determining the accuracy of deductions and remittances to the Scholarship Fund.
- 13.7.5** If an EMPLOYER fails to make remittance to the Scholarship Fund within thirty (30) 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 provisions hereof to the contrary notwithstanding, and the EMPLOYER shall be liable for all costs for collecting payments due, together with attorneys' fees and such liquidated damages

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.

13.8 Board of Trustees:

As to each Fund referenced in Sections 13.1 through 13.15 of this Article, the EMPLOYER hereby irrevocably designates as its representatives on the Boards of Trustees such Trustees as are now serving, or will in the future serve, as EMPLOYER Trustees, together with their successors appointed and/or elected in accordance with provisions set forth in the Agreement and Declaration of Trust for each Fund. The EMPLOYER further agrees to be bound by all actions taken by the Trustees of each respective Fund pursuant to each such Agreement and Declaration of Trust, and to be further bound by any and all rules and regulations duly adopted by each Board of Trustees. The Welfare Fund, Vacation Fund and FTI Fund shall each be administered, pursuant to an Agreement and Declaration of Trust, by a Board of Trustees composed of an equal number of representatives selected by the AMPD, IFCA, and AGMA, and or other Associations that the Council may acknowledge, by its Board of Directors, and by District Council No. 21 in accordance with its Bylaws. A copy of the Trust Agreements, together with Amendments thereto, shall be made available upon request by the parties and shall be considered a part of this Agreement as if set forth herein at length. The said Trust Agreements and any Amendments thereto, shall provide for annual audits of each respective Fund. The payments by the EMPLOYERS of contributions to each respective Fund shall be made monthly, on or before a date and in a manner and form that shall be prescribed by the Trustees. Each EMPLOYER shall be bound to provide such information to each Fund as its Board of Trustees may require in order to verify the amount(s) of contributions due and owing by such EMPLOYER.

13.9 Auditing of Books:

Each or any of the Funds referenced in this Article may engage a certified public accounting firm to periodically audit the books and records of any contributing EMPLOYER (or contractors working in this area) for the purpose, of verifying contributions due and owing to the respective Fund and/or liabilities for contributions due and owing to such Fund. The EMPLOYER shall make available to any Fund auditor all books and records requested by the auditor and/or Board of Trustees, including, but not limited to; payroll, wage, general ledger, cash disbursement records, compensation insurance audits, and any other pertinent records deemed necessary for the purpose, of ascertaining and/or

verifying payments and/or determining liabilities. Such records shall be made available to Fund auditors upon reasonable notice. In the event such audit shall disclose for any period a deficiency in the payment reported owed and/or paid to the Fund(s) of five percent (5%) or more of the amount that should have been paid for such period under this Agreement, the cost of the audit shall be borne by the EMPLOYER. A confirmation report from the Funds will be available annually upon request by any EMPLOYER pertaining to its payments into the Funds, Industry Advancement Program and Check-Off Administrative Dues.

- 13.10** The benefit programs adopted by each respective Board of Trustees shall be described in a Summary Plan Description (if one is required by law) and made available to all eligible participants of each Fund.
- 13.11** Each EMPLOYER agrees to furnish the Board of Trustees of each respective Fund with information necessary and appropriate to verify required contributions on reporting forms to be provided by each respective Fund. Such information shall be reported each month and shall include, but not be limited to, the names, classifications, Social Security numbers of the EMPLOYEES, and the number of hours worked by each EMPLOYEE during the period or periods for which the contributions are being made.
- 13.12** All EMPLOYERS from jurisdictions other than the jurisdiction of District Council No. 21 shall be subject to the above provisions contained in this Agreement and the gross payroll contributions when performing work within the geographical jurisdiction of District Council No. 21, including IAP contributions which shall be paid to the appropriate association representing that trade.
- 13.13** **Delinquencies/Collection Procedures/Rights and Remedies of the Union and Fringe Benefit Funds:** In addition to any rights, remedies or obligations set forth in this Agreement, each EMPLOYER shall have the obligations and the Union and each Fringe Benefit Fund shall have the rights and remedies set forth below:
- 13.13.1** All reports to the Union with respect to check-off and administrative dues, as well as amount due and owing must be filed with and paid to the Administrator of the Union and/or each respective Fund by the earlier of the thirtieth (30th) day or last calendar day of each month following the month in which the contributions and/or check-off became due and owing.

Liquidated Damages of Seven Hundred Fifty Dollars (\$750.00) for failure to file a timely remittance report and not make a timely payment shall automatically be levied upon the delinquent EMPLOYER; Liquidated Damages of Five Hundred Dollar (\$500.00) shall be levied on the delinquent EMPLOYER in circumstances where a report is submitted in a timely manner, but the EMPLOYER has failed to pay the appropriate contribution to the Union and/or Fund and interest shall start to accrue on the delinquent amount from the due date at the rate then charged by the IRS for delinquent taxes under Section 662(a) of the I.R.C., plus one (1) percentage point in excess of such rate. Upon written petition and showing of need by an EMPLOYER who has had a collective bargaining agreement with District Council # 21 for at least two (2) years, a twenty (20) day extension for payment will be granted by the Business Manager / Secretary Treasurer. All liquidated damages paid pursuant to this Section shall be distributed pro rata to the Union (dues); the Association (IAP contributions) and the respective Funds based upon the amount of the delinquent obligation owed to each entity. Nothing contained herein shall be construed as a limitation on the right of any Fringe Benefit Fund to impose liquidated damages and/or costs of collection proceedings on a "delinquent" EMPLOYER in accordance with provisions set forth in ERISA or applicable law.

- 13.13.2** In the event the wage payments, Fringe Benefit (Fund) contributions, Union Administrative Dues (Check-off) or any other payments required by any provision in this Collective Bargaining Agreement are not transmitted to the EMPLOYEES, the Union or the appropriate EMPLOYEE Benefit Fund, as the case may be, in a timely manner, in accordance with provisions set forth herein, or in the event the reporting forms relating to Union assessments and/or EMPLOYEE Benefit Fund contributions are not submitted in a timely manner as provided herein, the EMPLOYER shall be considered as "delinquent." In addition to the liquidated damages set forth in (13.13.1) above, the "delinquent" EMPLOYER shall be obligated to pay any assessments and/or interest on the debt that may be required under rules, regulations or procedures governing delinquent contributions established by the Trustees of the Various Fringe Benefit Funds identified in this labor contract and not inconsistent with this Agreement or as may otherwise be imposed by law. Each EMPLOYER shall be bound and governed by any rules, regulations or procedures adopted by any of the Boards of Trustees or any of the Fringe Benefit Funds to which contributions are due and owing under this Agreement. The rules, regulations or procedures adopted by the Trustees of the Various Fringe Benefit Funds may require payment by a delinquent EMPLOYER of liquidated damages, assessments,

interest on the debt (in an amount determined by the Trustees or by applicable law) and shall also assess against a delinquent EMPLOYER audit fees incurred during the collection, including, but not limited to counsel fees and costs. Such charges and expenses shall be paid to that entity to whom such contributions and payments are owed. The Co-Chairman of the Joint Trade Board may require any "delinquent" EMPLOYER or any EMPLOYER who has demonstrated a pattern of delinquency to submit its contributions on a weekly basis, notwithstanding any provisions set forth in this labor Agreement. In addition, the Board of Trustees of the Various Fringe Benefit Funds are empowered to adopt rules and regulations requiring any "delinquent" EMPLOYER or any EMPLOYER that has demonstrated a pattern of delinquency to furnish to the Board of Trustees a bond or other appropriate surety in an amount sufficient to protect the respective Fund(s) from any financial loss that may result from future delinquencies by any EMPLOYER that is, or has been, delinquent in its obligations to the Fund. The amount of any such bond or other surety shall be in the sole discretion of the Board of Trustees, and the Board in determining the amount of any such bond, may consider the costs related to the collection of future delinquencies, as well as contribution amounts.

13.13.3 In addition to all other remedies available to the parties and/or the various Fringe Benefit Funds with respect to "delinquent" EMPLOYERS, the Union may treat any failure by an EMPLOYER to satisfy a delinquency as a breach of this Agreement. In such event, the Union may, in addition to any other remedy that may be available to it, and without being limited by any "no strike" obligation that may appear in this Agreement or be implicit in its terms, remove its members from any job(s) of such delinquent EMPLOYER. A removal of manpower by the Union, pursuant to this provision, shall not be construed as a "termination" of this Agreement with respect to any affected EMPLOYER.

13.14 The International Union of Painters and Allied Trades Labor-Management Cooperation Initiative

13.14.1 Commencing with the 1st day of May 1997, and for the duration and any renewal of this Agreement, the EMPLOYER agrees to make payments to The International Union of Painters and Allied Trades Labor Management Cooperation Initiative ("Fund") for each EMPLOYEE covered by this Agreement, as follows:

- 13.14.2** For each hour or portion thereof, for which an EMPLOYEE receives pay, the EMPLOYER shall make the then current contribution of \$.10 to the Fund.
- 13.14.3** For the purpose of this Article, each hour worked 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.
- 13.14.4** 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.
- 13.14.5** The EMPLOYER and Union signatory to this Agreement agrees to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.
- 13.15** 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.
- 13.16** All contributions shall be made at such time and in such manner, as the Trustees require and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
- 13.17** If an EMPLOYER fails to make contributions to the Fund 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 attorney fees and such liquidated damages 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 14

Pinpointing Funds

Fund One

**Job Organization Program: Eligibility and Rules
Painters, Drywall Finishers, Wallcoverers**

- 14.1 Purpose:**
The EMPLOYER and District Council No. 21 agree to establish the District Council No. 21 "JOB ORGANIZATION PROGRAM" for the purpose of providing subsidies on specific jobs in order to enable contractors who are signatory to this Agreement to bid more competitively on certain projects in the marketplace. To implement the Jobs Organization Program ("JOP"), the EMPLOYER and District Council No. 21 further agree as follows:
- 14.2 Trust Fund:**
The EMPLOYER and District Council No. 21 shall establish a Trust Fund to be known as the "International Union of Painters and Allied Trades, District Council No. 21 Jobs Organization Program Trust Fund."
- 14.3 Purpose of Trust Fund:**
The purpose of the Jobs Organization Program Trust Fund shall be to provide, in accordance with the Jobs Organization Program Trust Agreement, financial subsidies for eligible contractors. The Jobs Organization Program Trust Fund shall be the sole and exclusive source of funding for all subsidies, expenses and other charges and liabilities incurred by operation of the Jobs Organization Program and shall not be liable for such charges in excess of the assets in the Fund.
- 14.4 Guidelines:**
The Jobs Organization Program Trust Agreement shall provide that the following guidelines and rules must be satisfied:
- 14.4.1** There must be Non-Union competition bidding on the project.
- 14.4.2** The project is within District Council 21's territorial jurisdiction and scope of work covered in this Collective Bargaining Agreement.

- 14.4.3** The EMPLOYER making application must be signatory to District Council 21's Collective Bargaining Agreement and utilize members of said bargaining unit. EMPLOYERS signed to project Agreements are not eligible to apply for JOP subsidies.
- 14.4.4** The EMPLOYER making application must not be delinquent in any fringe benefit reporting and contribution obligations at the time of application and at the start of the approved project or shall have reached an appropriate Agreement, satisfactory to the Trustees, in resolution of any outstanding delinquencies.
- 14.4.5** Only the District Council shall have the authority to approve a subsidy with respect to a project.
- 14.4.6** Subsidized hours granted under the Jobs Organization Program will only apply to members of District Council No. 21 and then only to the EMPLOYEES that are based in that zone. These subsidies will not apply and/or be used for change order work but only to the original contract.
- 14.4.7** Only the hours worked on an approved JOP project will be subsidized and then only up to the amount approved by the District Council.
- 14.4.8** The EMPLOYER will report the start of a JOP project. There will be a job steward placed and appointed by the District Council at the start of any JOP project. When the project requires more than five (5) workers, 50% of the additional workers starting with the sixth, will be assigned by the District Council from the "out of work register", qualifications prevailing.
- 14.4.9** JOP subsidies shall not be unreasonably denied by the District Council. The District Council shall respond to any JOP application within five (5) working days. To obtain the pinpointing subsidy, the EMPLOYER must notify District Council 21 that the EMPLOYER has been awarded the relevant contract within thirty (30) days after the pinpointing subsidy application is approved by District Council 21. An EMPLOYER can request a thirty (30) day extension of time to provide notice of the contract award and said extension will be automatically approved. For good cause shown, an EMPLOYER can request an additional extension of time to provide notice of the contract award. If the EMPLOYER fails to notify District Council 21 that the EMPLOYER has been awarded the relevant contract within the prescribed time, including any approved extensions of time, the relevant pinpointing subsidy will be automatically terminated.

- 14.4.10 If any EMPLOYER is found to have abused the JOP subsidies more than once in any given year, said EMPLOYER will not be eligible for JOP subsidies for a period of up to one year. A third finding of abuse will suspend said EMPLOYER'S use of JOP subsidies for the remaining term of the Agreement.
- 14.4.11 Nothing contained herein shall prevent the Trustees from adopting additional rules and regulations not inconsistent with or in conflict with the foregoing.

Fund Two

Pinpointing Fund Glaziers

- 14.5 **Purpose:**
The COUNCIL and A.G.M.A. agree to continue and maintain a jointly managed Pinpointing Fund. Where pinpointing has been approved for a project, the EMPLOYER shall not be required to make contributions for Health & Welfare, Annuity, D.C. 21 Apprentice, National Apprentice, I.U.P.A.T. Pension and the HRA Fund for that project. Apprentice hours shall be pinpointed for Health & Welfare, Annuity, D.C. 21 Apprentice, National Apprentice, and the HRA Fund. The I.U.P.A.T. Pension shall not be pinpointed in the case of Apprentices.
- 14.6 **Amount:**
The EMPLOYER agrees to pay into the Pinpointing Funds in the following amount per hour paid; Effective May 1, 2012, One Dollar and Thirty Five Cents (\$1.80) per hour worked.

ARTICLE 15

Industry Advancement Funds

Fund One (Glazier Zones 1 thru 5, Painters Zones 2,3,4, Drywall Finisher Zones 1 thru 5, Wallcoverers Zones 2,3,4)

- 15.1 **Recognition:**
The Industry Advancement Funds (I.A.F.) shall be established for the sole purpose and intent of promoting, advancing and protecting the industry and shall be managed solely by the individual Associations. No part of the Funds or property of the I.A.F. may be used to undermine the COUNCIL, its Collective Bargaining Agreements, and its right to represent EMPLOYEES, to encourage or support litigation against the COUNCIL or to support EMPLOYER negotiations with the COUNCIL for successor Collective Bargaining Agreements.

- 15.2** **Payments to I.F.C.A. I.A.F.**
EMPLOYERS covered by the I.F.C.A. – District Council Collective Bargaining Agreement shall make contributions to the I.F.C.A. I.A.F. at the rate of \$20 per hours worked.
- 15.3** **Payments to A.G.M.A. I.A.F.**
EMPLOYERS covered by the A.G.M.A. – District Council Collective Bargaining Agreement shall make contributions to the A.G.M.A. I.A.F. at the rate of \$.30 per hours worked.
- 15.3.1** **A.G.M.A. Representation: (For Glaziers ONLY)**
EMPLOYEES covered herein shall not be permitted to work for an EMPLOYER unless such EMPLOYER shall first agree to be bound by the provisions of a Collective Bargaining Agreement with District Council 21. EMPLOYERS that agree to be bound by A.G.M.A. – District Council 21 Collective Bargaining Agreement shall be deemed to have authorized A.G.M.A. to represent such EMPLOYER as its collective bargaining representative in contract negotiations and for all matters relating to such Agreement.
- 15.4** **Payments to P.D.C.A. - Harrisburg**
- 15.4.1** **Industrial Work**
Each Employer shall make a contribution to the Delaware Valley Industrial Painters Alliance, Inc. Industry Advancement Fund (Industry Advancement Fund) at a rate of Two Cents (\$.02) for each hour worked by each employee who is engaged in performing industrial painting or coating work of any kind including, without limitations, bridge, tank or structural steel painting or coating services. The Administrator of the Funds shall collect the Industry Advancement Fund monies and remit these contributions to the Delaware Valley Industrial Painters Alliance, Inc. (DVIPA) on a monthly basis together with a report detailing the amounts collected from each Employer.

This Industry Advancement Fund shall be established and administered by the DVIPA, which shall use monies from this Fund to pay for programs and expenses intended to support and advance the Industrial Painting and Coating Industry. The Industry Advancement Fund also shall be used to pay the operating costs of the DVIPA, including expenses associated with the promotion of stability of relations between labor and management, conducting of safety campaigns, public relations campaigns, and education programs, the DVIPA's costs of collective bargaining, the DVIPA's cost of the representation it receives in the adjustment of grievances and in arbitration, and such other

programs and expenses as will be beneficial to the Industrial Painting and Coating industry.

15.4.2 Commercial Work

Each Employer shall make a contribution to the Painting And Decorating Contractors of America, of Harrisburg, Industry Advancement Fund (Industry Advancement Fund) at a rate of Two Cents (\$.02) for each hour worked by each employee who is engaged in performing commercial painting or coating work of any kind including, without limitation, painting or coating of office buildings, warehouses, schools, hospitals, malls, apartment buildings, hotels, motels and restaurants. The Administrator of the Funds shall collect the Industry Advancement Fund monies and remit these contributions to the Painting and Decorating Contractors of America, of Harrisburg on a monthly basis together with a report detailing the amounts collected from each Employer.

This Industry Advancement Fund shall be established and administered by the P.D.C.A. – Harrisburg, which shall use monies from this Fund to pay for programs and expenses intended to support and advance the Commercial Painting and Coating Industry. This Industry Advancement Fund also shall be used to pay the operating costs of the P.D.C.A. – Harrisburg, including expenses associated with the promotion of stability of relations between labor and management, conducting of safety campaigns, public relations campaigns and education programs, the P.D.C.A. – Harrisburg's costs of collective bargaining, the P.D.C.A. – Harrisburg's cost of the representation it receives in the adjustment of grievances and in arbitration, and such other programs and expenses as will be beneficial to the Commercial Painting and Coating Industry.

15.5 Payments to P.D.C.A. – N.E. PA

EMPLOYERS covered by the P.D.C.A. N.E. PA – District Council Collective Bargaining Agreement shall make contributions to the P.D.C.A. N.E. PA I.A.F. at the rate of \$.25 per hours worked.

15.5.1 D.V.I.P.A. Industrial and Bridge Painting Fund

Each Employer shall make a contribution to the Delaware Valley Industrial Painters Alliance, Inc. (Industry Advancement Fund) at a rate of \$.20 for each hour workers by each EMPLOYEE who is engaged in performing industrial painting or coating work of any kind including, without limitation, bridge, tank, or structural steel painting or coating services. The Administrator of the Funds shall collect the Industry Advancement Fund monies and remit these contributions to the Delaware Valley Industrial Painters Alliance, Inc. (DVIPA) on a

monthly basis together with a report detailing the amounts collected from each Employer.

- 15.6 Payments to Keystone Contractors Association**
EMPLOYERS covered by the Keystone Contractors Association – District Council Collective Bargaining Agreement shall make contributions to the Keystone Contractors Association I.A.F. at the rate of \$.09 per hours worked.

Fund Two (Painters Wallcoverers Zones 1 & 5)

- 15.7** The Employers shall establish and administer an Industry Advancement Program for the A.M.P.D. and all Independent Employers and Associations party to this Agreement.
- 15.8** The purpose of the Industry Advancement Program is to provide for activities which will promote and benefit the Painting, Decorating, Wallcovering and Drywall Finishing industries. Such activities may include but shall not necessarily be limited to: accident prevention; education; research into new methods and materials; public relations; industry relations with third parties including engineers, architects, government officials, suppliers, manufacturers, and insurance and bonding representatives; labor relations including, but not necessarily limited to: Collective Bargaining negotiations, grievance proceedings, and arbitration; management participation in Pensions, Health and Welfare, and other similar Funds; market development; standardization of contracts and specifications.
- 15.9** The activities of the Industry Advancement Program shall be financed by a Fund consisting of monies contributed to the EMPLOYERS by each and every EMPLOYER who is party to this Agreement.
- 15.10** The EMPLOYER agrees to contribute to the EMPLOYEES fifteen cents (\$.15) for each and every hour worked by each and every one of its EMPLOYEES covered by this Agreement. Such contribution shall be made to the EMPLOYERS monthly on or before the 30th day of the following calendar month, and shall be accompanied by a written report which shall be in a form approved by the EMPLOYERS. See Article 13, Section 13.13.1, Funds Report.
- 15.11** If an EMPLOYER fails to make a contribution required by this Article, the Union shall have the right aside from any other legal remedies available to it, to direct the EMPLOYEES of such EMPLOYER covered by this Agreement to refrain from working for such EMPLOYER as long as such EMPLOYER is in default under this Article.

- 15.12 The I.A.P. Funds, at the regularly scheduled Joint Trade Board meeting, will present, for discussion, joint programs for the furthering the Trade industry(s) covered by this Agreement.
- 15.13 All painting contractors when performing industrial or bridge painting work, should operate under the terms of the D.V.I.P.A. Agreement and should make their Industry Fund contributions to the D.V.I.P.A. I.A.F.

ARTICLE 16

District Council 21 Apprenticeship And Journeyperson Training

- 16.1 **Standards:**
The Finishing Trades of the Mid Atlantic Region (hereinafter referred to as the FTI) is hereinafter recognized as the official training provider for IUPAT District Council 21. All documents regarding training issues are created and approved by the staff and Trustees of the FTI. Nothing in these documents shall be interpreted as being inconsistent with existing or subsequent Collective Bargaining Agreements establishing higher standards. In the event of a conflict, the higher standards, whether in the Apprenticeship Documents or the Collective Bargaining Agreement, shall prevail.
- 16.2 **EMPLOYERS participation:**
All EMPLOYERS must participate in the Apprenticeship Program and will employ apprentices as directed by the Trustees of the FTI. It is further agreed that all apprentices must attend training classes as part of their Apprenticeship Training Program. The schedule for these classes shall be determined by the FTI.
- 16.3 **Training Fund:**
The FTI will consist of an equal number of members designated by the Associations and by District Council 21, with the right of each party to replace any of their designees. Refer to "Recognition" clause – Article 1.

The FTI shall be authorized to determine expenditures necessary for the proper functioning of the Training Program, such as a Coordinator, instructors, materials, equipment and such other items for personnel and training as deemed necessary.

Revenue for the Training Fund shall be provided by a contribution of the then current amounts provided herein per hour, per EMPLOYEE, paid by EMPLOYERS. This Payment shall be made in accordance with Article 13, Section 13.13.1

The FTI Trustees are hereby authorized to adopt such rules and procedures as it deems necessary and same shall bind all signatories to this Agreement.

16.4 Ratio of Employment:

Consistent with proper supervision, training, safety, and continuity of employment throughout the Apprenticeship, the ratio of apprentices to journey workers shall be one apprentice to three journey workers (1 to 3) of fraction thereof, or at a higher ratio determined by District Council 21

16.4.1 *Fraction thereof is defined as:

"The EMPLOYER may place one Apprentice on the job-site for one, two or three journey workers'; two apprentices for four, five or six journey workers'; three apprentices for seven, eight and nine journey workers, and follow this procedure thereafter."

16.5 No EMPLOYER shall be permitted to employ an apprentice unless approval is given by the Training Fund upon application.

16.6 Apprentice Wage Rates:

In subsequent years of this contract, Apprentices will be given the appropriate percentage of the Journeypersons total increase based on the current term of the Apprentice. Distribution of the increase is determined by the Union.

Glaziers: *All Zones (1-5)

Term 1 = 50%
Term 2 = 60%
Term 3 = 70%
Term 4 = 85%

Glazier Apprentices shall advance to each next term on the anniversary of their start date so long as the requirements stated in the FTI Standards have been met.

Painter, Drywall Finishers, Wallcoverers: *All Zones (1-5)

Term 1 = 53%
Term 2 = 65%
Term 3 = 80%
Term 4 = 90%

*All zones are defined in Article 5.

16.7 District Council 21 Apprenticeship Training and Journeyman Education for Glazing/A.G.M.A. Contributing EMPLOYERS:

In order to accomplish the goals, objectives and expectations of the settlors of the Training Fund [the District Council and the various Associations], the Trustees are directed to use part of the trust assets to promote Apprenticeship and employment within the glazing industry. Efforts are needed to increase the number of qualified individuals applying to be Apprentices and Journeymen in the glazing industry, and consequently, the Trustees are directed to establish programs to promote and communicate the advantages of being an Apprentice and Journeymen in the glazing industry, to display the skills taught in the glazing industry, and to promote to the general public both the training provided by the Training Fund, and the benefits and rewards to the public of that training.

In order to effectuate this policy, the Trustees of the Training Fund are directed to establish a suitable written expense policy governing the expenditure of funds to promote these purposes. The Trustees shall provide copies of such written expense policies to the settlors, and all parties to this Collective Bargaining Agreement.

It is also the understanding of the parties to this Agreement that the funds contributed by signatory EMPLOYERS to the Finishing Trades Institute and the Training Fund shall not be used to train Apprentices or Journeymen who will be employed by EMPLOYERS in the Glazing Industry that are not signatory to a Collective Bargaining Agreement providing for contributions to the Finishing Trades Institute and/or the Training Fund shall adopt and implement a Scholarship Loan Agreement Program which will require Apprentices and Journeymen employed by signatory EMPLOYERS to repay the cost of training, either by service following training within the Union sector on the industry, or by actual repayment of the cost of training if the individual goes to work for a non-signatory EMPLOYER in the Glazing Industry. The cost of training shall include the reasonable value of all Finishing Trades Institute and Training Fund materials, facilities and personnel utilized in training.

ARTICLE 17
State Safety Code Compliance

17.1 All tools and equipment will meet and be used in conformity with all provisions of Federal Safety Codes.

- 17.2 EMPLOYEE willfully misusing said equipment, especially personal protective equipment designed for his or her safety, could be discharged by the EMPLOYER pending notification of his or her Union.
- 17.3 (For Glaziers Only) First Aid Kits shall be provided by the Employer in every Company vehicle, gang box and shop.

ARTICLE 18
Compensation Insurance Coverage

- 18.1 **Compensation Insurance Coverage:**
EMPLOYER shall be responsible for providing Workers' Compensation Insurance to his EMPLOYEES pursuant to the provisions of the Workers' Compensation Act of Pennsylvania and in any other state in which the EMPLOYEE may be working.
- 18.2 **Notification of Injury:**
All EMPLOYERS must, when a worker is injured as a result of an accident while working on a job, notify District Council No. 21 within 24 hours thereafter giving full report as to when, where and the extent of injuries sustained insofar as the facts will permit.
- 18.3 The Foreman or Steward shall notify the COUNCIL and their EMPLOYER of any accident on the job. If for any reason there is not a Foreman or Steward on that job the member who is present on that job must notify the COUNCIL and their EMPLOYER
- 18.4 **Work Injury: (Zones 1, 5 & 6 - Glaziers Only)**
Any EMPLOYEE seriously injured on the job must be accompanied by either an EMPLOYER, designated employee or member employee for medical treatment as expeditiously as possible. The accompanying employee shall be paid for any time lost up to a regular day of pay.
- A new Alternative Dispute Resolution Workers' Compensation Program (ADR Program) shall be established and language drafted that is mutually acceptable to both parties at a later date.

ARTICLE 19

Acts, Relations, Rulings, Legal Jurisdiction

- 19.1 Saving Clause**
Any Provisions here in this Agreement contained that are contrary to or held to be in violation of any Federal, State or Municipal law now in force and effect, or that may be hereafter enacted and effective, shall have no force and effect for the duration of such violation, it being intended, however, the remaining lawful provisions hereof shall be unaffected.

ARTICLE 20

Promotion for Better Journeypersons and Industries

- 20.1** It is agreed that the advancement of a better qualified journeyperson is to be promoted at all times.
- 20.2** It is agreed that a standing Industry Committee made up of Labor and Management be appointed and meet at such times that are mutually agreed upon to discuss joint problems of the Industries of Painting, Wallcovering, Drywall Finishing, and Glazing and to make such recommendations to the EMPLOYER Associations and the District Council.
- 20.3** An organized glazing journeyperson shall be defined as any individual who has experience in the glazing industry, has passed the required proficiency evaluation exam, and has been given final approval by at least one (1) labor and one (1) management Craft Committee member. An "organized" individual shall be required to complete an OSHA 30 course within ninety (90) days of his/her acceptance. The Craft Committee may require additional training for any or all organized journeypersons that it deems necessary.
- 20.4** **Drywall Finishers ONLY:** A program shall be offered by the District Council (or Local Union) Apprenticeship Program for advanced or upgraded journeyperson training for all journeypersons working under this Agreement. Journeypersons shall be required to take such courses in accordance with the following rules:
- 20.5** **Drywall Finishers ONLY:** An organized drywall finisher journeyperson shall be defined as any individual who has experience in the drywall finishing industry, has passed the required proficiency evaluation exam, and has been given final approval by at least one (1) labor and one (1) management Craft

Committee member. An "organized" individual shall be required to complete an OSHA 30 course within one hundred and eighty (180) days of his/her acceptance. The Craft Committee may require additional training for any or all organized journeypersons that it deems necessary.

ARTICLE 21

More Favorable Terms

- 21.1 More Favorable Terms:**
The COUNCIL agrees that should it enter into any Agreement with an individual EMPLOYER or group of EMPLOYERS to provide wages or working conditions more favorable to the EMPLOYER than are included in this Agreement, such more favorable wages and working conditions shall automatically be included in this Agreement.

ARTICLE 22

Drug & Alcohol Policy

- 22.1** The Union and the Employer agrees that a committee made up of both Union and EMPLOYERS, will meet for the purpose of establishing an industry wide Drug & Alcohol Policy with mandatory testing. If such a policy is established, the Union will take all necessary steps to make its membership aware of this policy in advance of its implementation. There is no set time limit for establishing this Policy.

Drywall Finishers ONLY: See Article 25.18.

**SPECIFIC PROVISIONS & CONDITIONS FOR ALL
CRAFTS BY ZONES**

Article 23 through 26 take precedence over and supersede any conflicting provisions in Articles 1 through 22 when EMPLOYERS are employing members of the foregoing trades in the foregoing zones

Article 23- PAINTER, WALLCOVERERS, ZONES 1 & 5

23: SPECIFIC PROVISIONS & CONDITIONS FOR EMPLOYING PAINTERS & WALLCOVERERS IN ZONES 1 & 5 ONLY. Paragraphs 23.1.11, 23.1.13.1 & 23.1.16.8 only apply to those EMPLOYERS who regularly employ the foregoing trades in the foregoing zones and belong to the Association which negotiated with the Union over the provisions in Article 23.

23.1 Scope of Work:

Painters:

The work jurisdiction of the Painters and Decorators shall include but not necessarily be limited to the description provided in the I.U.P.A.T. General Constitution, but will also include all types of coatings in conjunction with painting, waterproofing, masonry restoration, metal polishing/refinishing, decorating, sealing, caulking, lead removal and/or abatement, encapsulating, lining, fire-proof, etc; including any and all preparations, such as cleaning, patching, caulking, blasting, stripping, and/or all removal necessary to apply any and all coatings interior and/or exterior.

23.2 Tools and Equipment:

All tools, material and equipment including the debris caused thereby, pertaining to the work and the preparation thereof which is covered under this Agreement, including but not limited to compressors, hoppers, power tools, and all mechanical and hand tools used for surface preparation and surface finishing, the loading and unloading thereof, shall be handled and/or performed by EMPLOYEES covered by this Agreement.

- 23.3 Wallcoverer:**
The work jurisdiction of the Wallcoverer shall include but not necessarily be limited to the description provided in the I.U.P.A.T. General Constitution but will also include all papers, vinyls, flexible woods, fabrics. Borders, metals, installed on walls, ceilings and columns installed, stretched and stapled on adhesives of any kind. Installation of fabric covered panels made of plastic and wood pre-finished products of micore, fiberglass, etc. acrovyn and various plastic wallcoverings including wainscot caps, corner moldings and accessories. Wall carpets installed with adhesives, stretched, stapled or adhered by any method.

Work schedule

- 23.4 Hiring of EMPLOYEES**
- 23.4.1 Referrals and Registration of EMPLOYEE:**
The Council shall register and refer all qualified applicants for employment for the painting, decorating, and wallcovering industries and all work covered under this Agreement. The District Council will be the first source of referrals for qualified applicants for employment and will furnish the EMPLOYER with the required number of qualified EMPLOYEES needed that are registered on the out-of work list posted at the District Council.
- 23.4.2 Non-Discrimination:**
The selection of qualified applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by laws, regulations, constitutional provisions or any other aspect or requirements, except as outlined in this Agreement.
- 23.4.3**
The EMPLOYER and the Union agree that there shall be no discrimination against EMPLOYEES or applicants in violation of federal, state or municipal statutes.
- 23.4.4 Special skills:**
When the EMPLOYER requests a qualified applicant with special skills and abilities, the Union shall refer, to the best of their ability, such EMPLOYEE who is qualified to perform the work.

- 23.4.5 Rehire of steady EMPLOYEE:**
The EMPLOYER shall have the right to hire back at any time, steady EMPLOYEE. These designated EMPLOYEES will be registered with the Union once a year at the beginning of the year. Recall to work of these EMPLOYEES will not count as a turn in the 50/50 hiring system now in place, but all steady EMPLOYEES must register with the Union when they are laid off and rehired.
- 23.4.6 Members Refusal to work:**
The Union will not be held responsible for any member's refusal to return to work for any previous EMPLOYER.
- 23.4.7 Priorities in employment:**
The EMPLOYER agrees that priority in employment shall be given in the following manner.
- 23.4.7.1** EMPLOYEES previously employed by that EMPLOYER.
- 23.4.7.2** EMPLOYEES who have been employed within the industries by any EMPLOYERS having a collective Bargaining Agreement with the District Council 21 A.M.P.D, A.G.M.A, I.F.C.A, PDCA and any other/ EMPLOYER Association recognized by this Union.
- 23.4.7.3** EMPLOYEES otherwise employed in the industries and lastly to persons competent and qualified for employment.
- 23.4.8 50/50**
It is understood and agreed that the hiring system will be a "shared hiring system" of 50/50 or 1 to 1. The first qualified member selected by the EMPLOYER will be referred by the District Council from the "out of work register." The next qualified member to be employed by said EMPLOYER will be selected by the District Council from the "out of work register" and will continue so on in an alternating manner for all hired EMPLOYEES, qualifications prevailing.
- 23.4.9 Reject EMPLOYEE:**
The EMPLOYER shall have the right to reject an applicant for employment as long as it does not interfere with the member's rights and responsibility as a member of the I.U.P.A.T.
- 23.4.10 Exhaustion of out of work list:**
If the registration list is exhausted and the District Council is unable to refer qualified applicants for employment to the EMPLOYER within 24 hours after receiving such request, (weekends and holidays exempt) the EMPLOYER shall be free to secure applicants from any sources available, without the

referral procedure. The EMPLOYER must notify the District Council promptly of the names, addresses and Social Security numbers of any such hired EMPLOYEES.

- 23.5 Reporting of jobs:**
The EMPLOYER must report to the District Council the start and/or re-start of any job before EMPLOYEES are sent to said job. The EMPLOYER must submit to the Council, a monthly report listing all new jobs, new EMPLOYEES and termination of EMPLOYEES.
- 23.6 Work Day:**
The regular workday is to be any 8 hours between 6 A.M. to 6 P.M. However, when a make-up day is desired, a 10-hour day may be worked when mutually agreed. Present EMPLOYEES on the job will have first option to work.
- 23.6.1 Make-Up Day Exterior:**
Due to inclement weather during the normal work week and through no fault of the Contractor, a makeup day (Saturday) may be used. The make up day will be paid at straight time rate.
- 23.6.2 Make-Up Day Interior:**
A make up day may be used when due to no fault of the Contractor and mutually agreed upon between the EMPLOYER and District Council 21. Wages will be paid at straight time rate. Prior notice must be given to District Council 21.
- 23.6.3 Work Week:**
The work week is forty (40) hours. The flexible work week will be Monday through Saturday.
- 23.7 Overtime:**
Time worked in excess of eight hours per day (except when the ten hour work day option is utilized) or more than 40 hours per week shall be paid at the overtime rate. This applies to Saturday and Sunday work, which shall be paid at the overtime rate except, when Saturday is being utilized as a make up day.
- 23.7.1 Overtime Rate:**
All overtime will be paid at time and a half.
- 23.7.2 Holiday Rate:**
Any hours worked on holidays will be paid at double time.

- 23.8 Four Tens:**
When the ten-hour day option is used, then all hours over ten hours in one day shall be paid at time and a half. Friday may be utilized as a make up day, however the employee may turn down working the make up day.
- 23.9 Saturday-Sunday Work:**
When Saturday and/or Sunday is required, the EMPLOYER shall notify the COUNCIL before 4:00 P.M. on the Friday preceding, with the understanding that the EMPLOYER be permitted to notify after that hour if an emergency came up after 4:00 p.m. If the EMPLOYER'S client fails to notify him to proceed with work on Saturday and/or Sunday in time for the EMPLOYER to so notify the COUNCIL, then the EMPLOYER shall fax the notice to the office of the COUNCIL, or work will not proceed.
- 23.10 Payment of Fringes and Wages**
Wages shall be paid weekly. No more than five (5) days shall be retained by the EMPLOYER at any time. EMPLOYEES shall be paid on the job site. Check to be mailed if EMPLOYEE is absent. A new EMPLOYEE has the option to request and obtain an advance against retained earnings during the first week of employment. Whether wages are paid cash or check, EMPLOYEES shall be furnished with forms, e.g., check stubs, on which shall be noted worked and deductions made for the period.
- 23.11 Bad Checks:**
When an EMPLOYEE is paid with a bad check, the EMPLOYER shall be made to pay cash thereafter for the duration of this Agreement. The EMPLOYEE will be paid the hourly rates until the EMPLOYER rectifies this offense.
- 23.12 Fringe Calculations:**
The EMPLOYER agrees to pay fringes for each hour paid up to eight (8) hours and after eight (8) hours, fringes on each hour worked.
- 23.13 Notice of Layoff:**
Notice of layoff shall be given one (1) hour before quitting time. When EMPLOYEE is laid off or quits, his check may be mailed at the next regular pay period.

23.13.1 Layoff for Alleged Cause:
When an EMPLOYEE is laid off by the EMPLOYER for alleged cause and is replaced by another EMPLOYEE on the same job, EMPLOYEE shall immediately report the matter to the Council for investigation. The matter will be handled under Article 11.

23.14 Holidays:
The holidays to be observed are: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. No work may be performed on Labor Day. Time worked on these days will be worked at the overtime rate.

Wage provision

23.15 Foreman:
When one to eight (8) EMPLOYEES are employed on a job one EMPLOYEE will be designated foreman and shall receive \$1.00 above the then current base rate. When nine (9) to nineteen (19) EMPLOYEES are employed on a job the foreman shall receive \$2.00 above the then current base rate. When there is more than twenty (20) EMPLOYEES on a job a foreman shall then receive \$3.00 above the then current base rate.

23.15.1 EMPLOYEE Deductions:
The EMPLOYER shall deduct the sum covering the Vacation Fund, \$1.00 per hour, and \$.20 per hour P.A.C. Fund and \$.03 per hour for the DC # 21 Scholarship Fund (which are included in the Schedule A rates) from the net weekly pay (i.e. after taxes) and make a notation of such deduction on the EMPLOYEE'S pay envelope or check stubs. These deductions and payments are not applicable to overtime work. These monies deducted shall be paid in accordance with Article 13 of this Agreement.

23.15.2 Automatic Reduction:
The rate of wages will be automatically reduced if it is mutually agreed that a portion of these increases be allocated to payments into the Various Funds. Payments for fringe benefits are provided under Article 13.

23.15.3 Night work:
Time worked on night work shall be paid at One Dollar (\$1.00) per hour in addition to the basic rates.

- 23.15.4 Show Up Time / Minimum Hours:**
When an EMPLOYEE reports to either the shop or a job site and is unable to work due to circumstances beyond the control of the EMPLOYER, then the EMPLOYEE shall be paid two (2) hours "show up time". Should that EMPLOYEE begin working, then EMPLOYEE shall be paid for the actual time worked.
- 23.15.5 Pyramiding:**
There shall be no pyramiding of Premium Rates.
- 23.15.6 Higher rates:**
It is agreed that when EMPLOYEES are working in a Zone where higher rates are paid, COUNCIL members are to be paid the higher rate.
- 23.15.7 Room & Board:**
EMPLOYERS are to pay full board and fare to and from work out of town where such men do not return home daily. Men shall furnish itemized list of expenses to EMPLOYER. Pay for travel time not to exceed eight (8) hours of twenty-four (24) hour day.

Defined Rates:

- 23.15.8 Industrial Rate**
- 23.15.9 Bridge Rate**
- 23.15.10 Commercial Premium Rate:**
Steel, Spray, Epoxy, HiPAC-Coatings, Catalyzed Epoxy, Urethanes, Removers. Swing, Basket Sandblasting,
- Zone 1 \$ 1.25 per hour above base rate
(Commercial Work only)**
- Zone 5 \$0.55 per above the base rate**
- 23.16 Parking for Wallcoverers Only: (Zone 1)**
The EMPLOYER will pay for parking the first day on the job and the last day on the job with parking receipts to be submitted.

Work Rules Painters & Dry Wall Finishers

- 23.17 Clothing Protection:**
EMPLOYER shall provide suitable space on the job site for the safeguarding of clothing of EMPLOYEES. The EMPLOYERS shall furnish to all EMPLOYEES protective apparel necessary to safeguard EMPLOYEES from health hazards, as prescribed for by Federal regulations
- 23.17.1 Personal wash-up Facilities: (Industrial & Bridge only)**
Water and soap shall be provided to EMPLOYEES for use at noon time and quitting time; for each time they shall have five (5) minutes grace for washing up. Clean up time to be fifteen (15) minutes for EMPLOYEES working on the outside of a job. This time is to be used for personal clean up only.
- 23.17.2 Furnishing of Equipment:**
EMPLOYER shall furnish and deliver all equipment for the use of EMPLOYEES.
- 23.17.3 Cause for Dismissal:**
It shall be the responsibility of the EMPLOYEE to use all safety equipment provided by the EMPLOYER. Violators shall be subject to immediate dismissal for failing to do so.
- 23.17.4 EMPLOYEES Tools: (All Crafts except Glazers)**
EMPLOYEES shall furnish putty knives and dusters, and will furnish and wear clean white overalls on commercial and residential work.

Work Rules Wallcoverers

- 23.18 EMPLOYER Obligation:**
EMPLOYER shall furnish and deliver to and from job, all materials, stock, paper, paste, ladders, pasteboards, trestles and straightedges. EMPLOYER shall furnish sizing brushes and rollers.
- 23.18.1 Non Discrimination:**
EMPLOYERS shall not discriminate in any manner against an EMPLOYEE who chooses not to carry tools. EMPLOYEES may carry tools on a voluntary basis.
- 23.18.2 Tool Restriction:**
Tools shall consist of no more than five (5) boards; four (4) trestles, one straight edge and one four foot ladder. No adhesive or wallcovering shall be carried. EMPLOYERS shall also furnish above mentioned tools.

Work definitions Painters

23.19.1 Bridge:

All bridges that span water, railroad bridges, and bridges over canyons, viaducts and appurtenances.

23.19.2 Industrial:

Refineries, tanks, hangers, ceilings over 60 feet, nuclear plants, steel mills, towers, steeples, dams etc. and or any work that would require cables as a platform to work on.

23.19.3 Commercial:

All office buildings, warehouses, schools, hospitals, museums, theaters of any kind, malls, department stores, food stores, supply houses, depots, strip malls, churches, retirement homes, apartment buildings, condominiums, hotels, motels, restaurants, commercial culinary facilities, manufacturing facilities, machinery and equipment, conveyer systems and stadiums.

23.19.4 Market Recovery

The organizing, market recovery and maintenance of work language and rates of pay shall not be utilized on any category of work, for any trades where the work historically was being performed by Members of the Union and which can be maintained by the EMPLOYER and the Union at the established rates and conditions.

23.19.4.1

It is agreed that EMPLOYERS signatory to the Collective Bargaining Agreement will in no way discriminate, intimidate, threaten any disciplinary action such as job loss and/or used as a condition of employment against all present and future EMPLOYEES refusing to work under the guidelines of this Article.

23.19.4.2

The organizing, market recovery and maintenance of work language is to be used to organize new work opportunities, recover work formerly performed by Union members and EMPLOYERS and/or to maintain present work opportunities for our members.

23.19.4.3

Any EMPLOYER signatory to this Collective Bargaining Agreement shall notify the Council not less than forty-eight (48) hours prior to the bidding of a Market Recovery job, so as to provide the Council with an opportunity to investigate whether the job in question qualifies for payment of Market Recovery rates.

23.19.4.4

In the event that the Council believes that an EMPLOYER has improperly designated a job as receiving Market Recovery rates, then the Council may submit a grievance pursuant to the Grievance Arbitration Procedure set forth in this Collective Bargaining Agreement. With the exception of the added section 23.1.20.5 in this Article, which will rule as to the cost of the Arbitration and litigation.

23.19.4.5

The burden of proof in any arbitration concerning the applicability of Market Recovery rates shall be on the EMPLOYER to establish that the payment of Market Recovery rates on the job in question is proper. In the event that the EMPLOYER loses such arbitration, then the EMPLOYER shall be responsible for all fees of the American Arbitration Association, the fees and expenses and legal fees of the Council. Further, the EMPLOYER shall pay to the EMPLOYEES who performed the work on said job the full wage and benefit levels provided for in this Collective Bargaining Agreement.

23.19.4.6

The terms and conditions for market recovery shall be as follows:

- ❖ There shall be no restriction on tools or production
- ❖ There shall be no shift differentials
- ❖ Workweek shall be Monday through Sunday, inclusive. All work in excess of forty hours shall be paid at time and one half.
- ❖ Four ten (10) hour days shall be allowed when needed.
- ❖ Apprentice ratio may be as low as one to one, one apprentice for every journeyman. This ratio should never be higher than three to one on any project, unless the needed apprentices are not available.
- ❖ Market Recovery rates may not be used on any **Federal** or **State prevailing rate** projects. The **District Council** will designate the areas where Market Recovery will be utilized. Any projects in areas other than the designated areas must be approved by the **Business Manager/Secretary Treasurer of District Council 21**. If not approved in writing, Market Recovery rates can not be used

23.20 Wage & Benefits:
The basic wages and fringe benefits levels for Market Recovery work shall be:

23.21 Job Steward, Painters and Wallcoverers:

23.21.1 Place & Appointments:

The EMPLOYER agrees that a District Council Representative may place, then appoint, a working Job Steward at the start of any job lasting forty (40) man days or more; and the EMPLOYER will be given three (3) names to choose from when a Steward is to be placed and then appointed on a job site. A Job Steward will be appointed by the District Council on all other projects from the EMPLOYEES on the job.

23.21.2 Duties of:

The EMPLOYER will recognize the Steward in the respect that the Steward will check all the EMPLOYEES on the job to see that they have been hired per this Agreement. The Steward shall keep an accurate daily record of the names, District Council Members' actions and the time of each and every member on his particular job and will report to the Union on a weekly basis

23.21.3 Pay Scale & Removal Of:

The Job Steward shall not be removed for performing their duties. COUNCIL is to be notified 24 hours before a Steward is removed from the job. The Charge person and the Steward shall be the first persons to return to work when the job is resumed. The Steward will receive the highest journey person's wage rate on the job. The Steward will remain on the job until completion thereof if qualified in the opinion of the EMPLOYER and the COUNCIL.

If a job is shut down temporarily and the EMPLOYEES are sent to another job, the Steward will also be given work.

23.21.4 Dispute over Layoff:

Steward, if laid off contrary to Sec. 23.1.24.3 of this Article, or any dispute relative to this clause, upon complaint of the Steward, case shall be referred to, and handle by, the EMPLOYER, COUNCIL Representative and Steward on the job and if not settled by these parties, case shall be referred to the grievance procedure herein provided for proper consideration and disposition.

23.22 Shop Steward (Zone 1 Wallcovering only)
The EMPLOYER will recognize the Shop Steward elected by the EMPLOYEES, or appointed by the Union from among the steady EMPLOYEES, upon request, the EMPLOYER will furnish Shop Steward with a list of all EMPLOYEES in the specific shop and the location of all jobs where EMPLOYEES are working. The Shop Steward shall not be discriminated against in any way because of his performance of his duties as Shop Steward. The Shop Steward shall be the last EMPLOYEE laid off providing he is qualified for the job.

23.23 Misc.

23.23.1 Time Sheet.
Except for the purpose of gathering factual data for estimating purposes, Daily Time Sheets specifying the number of items performed per day for the purpose of task work shall not be allowed by EMPLOYER.

Article 27

Duration

- 27.1 Term:**
This Agreement will continue for a term of five (5) years from May 1, 2012 thru April 30, 2017, between District Council 21 and the A.M.P.D, all Independent EMPLOYERS and any other Association this Union may recognize as provided herein.
- 27.2 Term:**
This Agreement will continue for a term of three (3) years from May 1, 2015 thru April 30, 2018, between District Council 21 and the I.F.C.A., all Independent EMPLOYERS and any other Association this Union may recognize as provided herein.
- 27.3 Term:**
This Agreement will continue for a term of three (3) years from May 1, 2015 thru April 30, 2018, between District Council 21 and the A.G.M.A, all Independent EMPLOYERS and any other Association this Union may recognize as provided herein.
- 27.4 Term:**
This Agreement will continue for a term of three (3) years from May 1, 2015 thru April 30, 2018, between District Council 21 and the P.D.C.A.-HARRISBURG, PA, all Independent EMPLOYERS and any other Association this Union may recognize as provided herein.
- 27.5 Term:**
This Agreement will continue for a term of three (3) years from May 1, 2015 thru April 30, 2018, between District Council 21 and the P.D.C.A. of Northeast PA, all Independent EMPLOYERS and any other Association this Union may recognize as provided herein.
- 27.5 Term:**
This Agreement will continue for a term of three (3) years from May 1, 2015 thru April 30, 2018, between District Council 21 and the Keystone Contractors Association, all Independent EMPLOYERS and any other Association this Union may recognize as provided herein.

27.7

Duration & Evergreen Clause:

All the above mentioned Agreements shall continue thereafter from year to year unless terminated by either side giving to the other written notice between sixty and ninety days prior to the expiration of the then current term of their desire to modify or terminate.

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year for the periods set forth in Article 27.

Date _____

I/We, the undersigned, an EMPLOYER in the Painting, Paperhanging, Drywall, and Glazing Industries, have read the foregoing Agreement, am familiar with its provisions, accept and agree to be bound by all its terms and conditions. I also agree, with the signing of this Agreement, to provide to District Council No. 21 a complete list of all my journeypersons and apprentices whom I employ.

THE ASSOCIATED MASTER PAINTERS AND DECORATORS INC.

May 1, 2012 to April 30, 2017

By /s/ _____ By /s/ _____

INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY

May 1, 2015 to April 30, 2018

By /s/ _____ By /s/ _____

ARCHITECTURAL GLASS AND METAL ASSOCIATION OF PHILADELPHIA AND VICINITY

May 1, 2015 to April 30, 2018

By /s/ _____ By /s/ _____

**District Council # 21
International Union of Painters and Allied Trades**

By /s/ _____
Joseph T. Ashdale
Business Manager/Secretary Treasurer

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year for the periods set forth in Article 27.

Date _____

I/We, the undersigned, an EMPLOYER in the Painting, Paperhanging, Drywall, and Glazing Industries, have read the foregoing Agreement, am familiar with its provisions, accept and agree to be bound by all its terms and conditions. I also agree, with the signing of this Agreement, to provide to District Council No. 21 a complete list of all my journeypersons and apprentices whom I employ.

P.D.C.A.-HARRISBURG, PA

May 1, 2015 to April 30, 2018

By /s/ _____ By /s/ _____

P.D.C.A.-NORTHEAST, PA

May 1, 2015 to April 30, 2018

By /s/ _____ By /s/ _____

KEYSTONE CONTRACTORS ASSOCIATION

May 1, 2015 to April 30, 2018

By /s/ _____ By /s/ _____

**District Council # 21
International Union of Painters and Allied Trades**

By /s/ _____

**Joseph T. Ashdale
Business Manager/Secretary Treasurer**

Signature Page

In Witness whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year and for and period extended by Article 27.5

From: _____ **To:** _____

I/We, the undersigned, an EMPLOYER in the Painting, Paperhanging, Drywall, and Glazing Industries, have read the foregoing Agreement, am familiar with its provisions, accept and agree to be bound by all its terms and conditions. I also agree, with the signing of this Agreement, to provide to District Council No. 21 a complete list of all my journeypersons and apprentices whom I employ.

Independent Employer or Association

**District Council # 21
International Union of Painters and Allied Trades**

BY /s/ _____
Joseph T. Ashdale
Business Manager/Secretary Treasurer

Company

BY /s/ _____
Employer Representative or Independent Employer Association

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year for the periods set forth in Article 27.

Date _____

I/We, the undersigned, an EMPLOYER in the Painting, Paperhanging, Drywall, and Glazing Industries, have read the foregoing Agreement, am familiar with its provisions, accept and agree to be bound by all its terms and conditions. I also agree, with the signing of this Agreement, to provide to District Council No. 21 a complete list of all my journeypersons and apprentices whom I employ.

THE ASSOCIATED MASTER PAINTERS AND DECORATORS INC.

May 1, 2012 to April 30, 2017

By /s/  By /s/ _____

INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY

May 1, 2012 to

By /s/ _____ By /s/ _____

ARCHITECTURAL GLASS AND METAL ASSOCIATION OF PHILADELPHIA AND VICINITY

May 1, 2012 to

By /s/ _____ By /s/ _____

**District Council # 21
International Union of Painters and Allied Trades**

By /s/ _____
Harry T. Williams
Business Manager/Secretary Treasurer