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3,200 workers

Agreement Between

60 pgs.

**Painters & Finishing Employers Association  
of New England, Inc.**

**&**

**Glass Employers Association of New England, Inc.**

**and**

**Painters and Allied Trades District Council #35**

**Effective July 1, 2002**

**Expires June 30, 2006**



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This AGREEMENT is made and entered into the first day of July 2002 between "the Painting & Finishing Employers Association of New England, Inc. and the Glass Employers Association of New England, Inc. (hereinafter "ASSOCIATION" or "Employer") and Painters & Allied Trades District Council No. 35 (hereinafter "Union")

The ASSOCIATION covenants and agrees in consideration of strict observance by the UNION of certain rules, regulations and obligations herein set forth and non-members of the ASSOCIATION, who by their signatures to this Agreement, recognize the ASSOCIATION as their collective bargaining representative and will faithfully keep and strictly observe the following terms and conditions.

## **ARTICLE I OBJECT OF AGREEMENT**

The objects of this Agreement, and the aims and intentions which all parties are desirous of attaining are:

To effectuate a spirit of fair dealings between Employer and Employee in the Painting and Allied Trades Industry within the Painters & Allied Trades District Council No. 35 jurisdiction.

To establish a high order of efficiency in said industry by intelligent cooperation of Employer and Employee.

To, so far as reasonably possible, eliminate strikes, lockouts and interferences with work, with their attendant inconvenience to the substitution in their stead of a peaceable and orderly machinery for the handling of all disputes which may arise in the industry between Employer and Employee.

To raise the standards of the Associated Painting, Decorating & Drywall Finishing Contractors of Massachusetts, Inc. and the Glass Employers Association of New England, Inc. within the Painters & Allied Trades District Council No. 35 jurisdiction so they may command the respect and increased patronage by the public by giving it the highest quality of work at fair and reasonable prices.

These objects are stated to further our mutual understanding but are not binding for the purposes of interpreting this Agreement.

## **ARTICLE II TRADE JURISDICTION**

### **SECTION 1. PAINTING INDUSTRY**

#### **(A.) General**

All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft,

machinery, ship and railroad equipment, mural and scenic painting; operation of any equipment and machinery used including air compressors, preparation of all surfaces where adhesive materials are used and all drywall, pointing, texturing, taping, finishing application of skim coat drywall compound on any surface, waterproofing, acoustical spray, fire proofing, caulking, all product applications and all cement coatings. The installing, maintaining and inspection of all rigging in connection with the foregoing trade descriptions and all rigging for inspectional purposes shall be considered part of the trade jurisdiction of employees covered by this Agreement.

The trade jurisdiction shall also include the encapsulation of asbestos or related soundproofing or fireproofing including fire stopping, smoke sealing and air barrier applied by spray, brush, roller or other paint trade related application methods; or the removal, containment and disposal of asbestos, abrasive aggregate, hazardous waste removal, or related soundproofing or fireproofing materials and deleading.

Also included in the trade jurisdiction are all decorators, wallcoverers, hardwood finishers, grainers, glaziers, varnishers, enamelers and gilders. Wallcoverer's work shall include the use of all material of whatever kind or quality applied to walls and ceilings, with paste or adhesive; all tacking on of muslin or other material which is used as wall or ceiling coverings or covered with material pasted on. Wherever practical, the wallcoverer's work shall include the scraping off of old paper preparing of walls, as well as the application of relief, stucco, plaster or decorative work.

The UNION's trade jurisdiction shall include all Employees who are engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and scalers, oil paints, enamels water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other specialty coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process.

**(B.) Bridges and Tanks**

All employees engaged in the cleaning, preparation, and painting of surfaces on or in bridges and tanks, including the performance and related cleanup of liquid, steam, sand, or similar blasting operations, erection of containment systems, and except by mutual agreement between the employer and the union, erection and dismantling of all related rigging.

**SECTION 2. GLAZING INDUSTRY**

This UNION shall have jurisdiction over:

The following traditional work of the Glaziers and Glassworkers' Trade are

included in the UNION's jurisdiction, including outside installation and job construction work.

All windows, curtainwall and general glazing shall include the setting, cutting, preparing, handling or removal of the following and incidental and supplemental to such work; setters of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, float glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara, and all other types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene, and all other types of sealant when used in the glazing, fabrication, structural glazing, or sealants within or exposed, all types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, all plastics when used in place of glass, all other similar materials when used in place of moldings, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal, sash, skylights, doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, plastic mirrors, air barriers, glass plank glazing systems and all interior glazing systems. The installation of the above materials temporary or permanent on or for any building in the course of repair, remodel or construction or alteration. The installation of all extruded rolled or fabricated metal tubes, mullions, metal facing materials, munitions, fascia trim, moldings, porcelain panels, architectural aluminum panels, punched windows, strip windows, curtainwall, unitized curtainwall, unitized windows, glazed or unglazed systems, including those in any or all of the buildings related to store front and window wall and curtain wall construction.

All work in connection with field fabrication, including but not limited to welding, erection and construction of all ornamental lead, bronze, brass, copper and aluminum plastics and substitute materials, and all handrails, and skylight installations, including canopies and walkways, glazed or unglazed.

Glazing and installation of door and window frames, glazed or unglazed, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens, storm sash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops.

The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass, in concrete, and cementing of art glass, assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, sandblasting, chipping, glass bending, glass mosaic works, cutting of all flat and bent glass, glass shade work, and glazing in lead or other metals.

An Employer's shop or plant, for the purpose of this Agreement, shall be defined as a location of the Employer's work at a shop or branch shop or plant where the Employer conducts the regular business covered by this Agreement, including the existence of inventory and/or equipment and a permanent office where regular business is conducted by at least one full time office personnel on



the payroll of the signatory Employer, and where employees regularly work or report in and out. A construction job site location or a specific job shall not be considered a principal place of business, or an Employers shop or branch shop, or plant, unless the initial term of the lease for the Employers, shop, or branch shop, or plant, is for a period longer than one year, or the Employer owns the property where the shop or branch shop or plant is located then the location shall be deemed a construction job site and not a principal place of business, or an Employer's shop or branch shop or plant. An Employer's shop, branch shop or plant will have to meet the requirements listed above and be approved by the UNION to qualify as a principal place of business as defined in this section.

## **ARTICLE III TERRITORIAL JURISDICTION**

### **SECTION 1. PAINTING INDUSTRY**

A. All of Massachusetts, Vermont, New Hampshire and Maine.

### **SECTION 2. GLAZING INDUSTRY**

In Massachusetts, Essex, Middlesex, Worcester, Norfolk, Suffolk and Plymouth counties with the exception of the following towns: Lakeville, Middleboro, Carver, Rochester, Wareham, Mattapoisett, and Marion; all of Vermont, New Hampshire and Maine.

## **ARTICLE IV UNION SECURITY CLAUSE**

- A. It is agreed that all workers covered by this Agreement shall become members of the UNION, not more than seven (7) days after employment and retain, continuously, membership in good standing of the UNION as a condition of employment, and that all workers who are members at the time of their employment shall continuously remain members in good standing as a condition of employment.
- B. All workers who are not members on their date of hire, after seven (7) days of continuous or cumulative employment in the unit covered by the Agreement, shall as a condition of employment tender the full and uniform admission fees in effect in the UNION. All such workers shall thereafter maintain their continuous good standing in the UNION as a condition of employment by paying regular monthly UNION fees uniformly paid by other members in the same classification in the UNION in accordance with its rules.
- C. In the event that a worker fails to tender the initiation fee or fails to maintain his membership in accordance with the provisions of this Section, the UNION shall notify the Employer in writing and such notice shall constitute a request to the Employer to discharge said individual worker within forty-eight (48) hours (Saturdays, Sundays or Holidays excluded) for failure to

maintain continuous good standing in the UNION in accordance with its rules as referred to in this paragraph, and the Employer shall discharge such worker immediately.

## **ARTICLE V AGENCY SHOP CLAUSE**

All Employees who are not members of the Union shall as a condition of continued employment, pay to the Painters & Allied Trades District Council No. 35 as the Employee's exclusive collective bargaining representative, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Painters & Allied Trades District Council No. 35, which shall be limited to an amount of money equal to the Painters & Allied Trades District Council No. 35 regular and usual initiation fees, and its regular and usual dues. For present Employees, such payments shall commence eight (8) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new Employees, the payment shall start eight (8) days following the date of employment.

## **ARTICLE VI PREVAILING TERMS AND CONDITIONS**

### **SECTION 1. GENERAL**

It is understood that this Agreement covers all conditions of employment. The parties hereto and all Employers who shall become signatories or Parties hereto in the future and perform work pursuant to the Agreement, do hereby acknowledge, covenant and agree that the terms and conditions contained in this Agreement within the jurisdiction of District Council No. 35 and as hereinafter provided shall prevail on all work. The UNION hereby agrees that it will prevent its members, who perform work covered by this Agreement, from working for any Employer under conditions less stringent than those provided in this Agreement. If more favorable terms and conditions than those contained herein are granted to any other Employer who is performing work covered by this Agreement then, and in that event, the Employer party to this Agreement shall similarly be granted such terms and conditions.

### **SECTION 2. WORK WEEK**

Except as agreed otherwise by mutual agreement, the regular work week shall consist of forty (40) hours per week, divided into five (5) work days, from Monday to Friday inclusive of eight (8) hours each. There shall be a coffee break of ten (10) minutes between the hours of 9:00 a.m. and 10:00 a.m. There shall be ten (10) minutes clean up time allowed at noontime or prior to lunch break. There will be no organized afternoon coffee break. Individual coffee containers will be permitted at the Employee's work location. Ten (10) minutes clean-up time at the

end of the day will be allowed. In case of inclement weather, abnormal temperatures or other atmospheric conditions not suitable for work in the painting and glazing industries, Saturday and Sunday could be a make-up day at straight time rate. This must be by mutual consent of the parties. Glaziers-ten (10) minutes clean-up time does not apply.

### SECTION 3. HOURS

Work shall not start before 7:00 a.m. nor continue after the hour of 3:30 p.m. except as agreed otherwise by mutual consent.

### SECTION 4. SHIFT WORK

Shift work shall not apply to work done on Saturdays, Sundays or Holidays. Shift work may be permitted under the following conditions:

- (A.) Where a job has more than one eight (8) hour shift in any one twenty-four (24) hour period, employees will not be permitted to work more than one shift in any one (1) work day.
- (B.) The second shift shall be worked between the hours of 3:30 p.m. and 12:00 a.m. Employees on the second shift shall receive eight (8) hours pay at the regular hourly rate.
- (C.) The third shift shall be worked between the hours of 12:00 midnight and 8:30 a.m. Employees on the third shift shall receive eight (8) hours pay at the regular hourly rate.
- (D.) When an Employer wishes to employ Employees for the second shift or third shift periods, the Employer shall notify the UNION in writing within twenty-four (24) hours prior to the shift, so that proper arrangements shall be made. Failure to do so will prohibit the Employer from using shift provisions in the future.

### SECTION 5. OVERTIME-NEW WORK

On new construction jobs, all work outside the regular work day or shift hours Monday through Saturday will be paid at the overtime rate of time and one-half (1-1/2) of the new construction rate. Sundays and Holidays specified in this Agreement will be paid at the overtime rate of double time of the new construction rate.

Whenever there are District Council No. 35 Glaziers working in a composite crew with other union crafts in Zone 1, there shall be parity on overtime and wages only.

### SECTION 6. OVERTIME-REPAINT WORK

On all repaint work performed on hours other than the regular day's work 7 a.m. to 3:30 p.m. from Monday through Friday inclusive; the rate will be time and one-half. On all repaint work performed on Saturdays, Sundays and Holidays, the rate will be time and one-half. On all straight repaint work (no other union crafts involved) performed from Monday through Sunday inclusive, the rate will

be straight time for the first forty (40) hours. This will apply to straight repaint work only. All work hours performed after the regular forty (40) hours will be paid at the overtime rate of one and one-half (1-1/2) of the repaint rate.

#### SECTION 7. NEW CONSTRUCTION WORK DEFINED

If 30% or more of the surfaces to be painted are new construction, or work is to be performed in a power plant, new construction rates and conditions will apply.

#### SECTION 8. OVERTIME PREFERENCE

All Employees working regular hours on the job must receive the preference on overtime work unless the work to be performed is of a specialized nature.

#### SECTION 9. STATE PREVAILING RATE JOBS

In the absence of a project agreement or a 100% union project, and if the posted rate is less than the current package in the collective bargaining agreement after all fringe benefits are paid, the Employee will receive the difference between the posted rate less fringe benefits as wages. After 40 hours, overtime at the rate of time and one-half applies, except where the project agreement may provide otherwise. When the UNION has knowledge of a union-only job prior to the bid date, it will notify the ASSOCIATION by fax no less than 72 hours prior to bid day.

#### SECTION 10. BRIDGE AND TANK RATES

The wage and benefit provisions relating to Bridge and Tank work shall apply to all work as described within the Trade Jurisdiction of the UNION as fully set forth in Article II Section 1(B.).

#### SECTION 11. HOLIDAYS

Holidays to be observed as follows: New Year's Day, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day, or days on which the above holidays are celebrated. No work on Labor Day shall be performed under any consideration from 12:01 a.m. to 12:00 midnight, inclusive. Days for the above holidays to be observed shall be designated by the State and/or Federal Government or the appropriate state building trades council. Any employee may individually elect to observe Martin Luther King Day and shall be allowed the day off without compensation.

#### SECTION 12. BONUSES

Any "bonus" paid to an Employee which has not been agreed to by the UNION shall result in a determination of additional hours owed for contribution purposes arrived at by dividing the "bonus" by the appropriate hourly wage.

#### SECTION 13. PARKING AND MILEAGE FOR GLAZIERS

(A.) When and Employer requests and Employee to use his/her car, the Employee will be paid at the rate of Twenty-eight cents (0.28) per mile for the actual



## SECTION 2. APPRENTICES

1. Apprentices shall be paid an hourly rate of wages in accordance with the following schedule based on the journeyworker's rate in the area established by the current labor agreement negotiated by and between the ASSOCIATION and the UNION
2. The reference to "Journeyworker's rate" set forth in such schedule refers to the rate established in the area for Journeyworker's for particular category of work involved; e.g. "new construction, "repaint", "bridge rate" etc.
3. The parties shall observe and abide by this schedule and pay an hourly rate of wages on the basis of accumulated work hours as follows:

### ZONE 1

1st Period	0-749	hours at not less than 50% of the Journeyworker's rate
2nd Period	750-1499	hours at not less than 55% of the Journeyworker's rate
3rd Period	1500-2249	hours at not less than 60% of the Journeyworker's rate
4th Period	2250-2999	hours at not less than 65% of the Journeyworker's rate
5th Period	3000-3749	hours at not less than 70% of the Journeyworker's rate
6th Period	3750-4499	hours at not less than 75% of the Journeyworker's rate
7th Period	4500-5249	hours at not less than 80% of the Journeyworker's rate
8th Period	5250-5999	hours at not less than 90% of the Journeyworker's rate
	6000	JOURNEYMAN

### ZONE 2

1st Period	0-749	hours at not less than 50% of the Journeyworker's rate
2nd Period	750-1499	hours at not less than 55% of the Journeyworker's rate
3rd Period	1500-2249	hours at not less than 60% of the Journeyworker's rate
4th Period	2250-2999	hours at not less than 65% of the Journeyworker's rate
5th Period	3000-3749	hours at not less than 70% of the Journeyworker's rate
6th Period	3750-4499	hours at not less than 75% of the Journeyworker's rate
7th Period	4500-5249	hours at not less than 80% of the Journeyworker's rate
8th Period	5250-5999	hours at not less than 90% of the Journeyworker's rate
	6000	JOURNEYMAN

### ZONE 3

1st Period	0-749	hours at not less than 50% of the Journeyworker's rate
2nd Period	750-1499	hours at not less than 55% of the Journeyworker's rate
3rd Period	1500-2249	hours at not less than 60% of the Journeyworker's rate
4th Period	2250-2999	hours at not less than 65% of the Journeyworker's rate
5th Period	3000-3749	hours at not less than 70% of the Journeyworker's rate
6th Period	3750-4499	hours at not less than 75% of the Journeyworker's rate
7th Period	4500-5249	hours at not less than 80% of the Journeyworker's rate
8th Period	5250-5999	hours at not less than 90% of the Journeyworker's rate
	6000	JOURNEYMAN

#### **ZONE 4**

1st Period	0-749	hours at not less than 50% of the Journeyworker's rate
2nd Period	750-1499	hours at not less than 55% of the Journeyworker's rate
3rd Period	1500-2249	hours at not less than 60% of the Journeyworker's rate
4th Period	2250-2999	hours at not less than 65% of the Journeyworker's rate
5th Period	3000-3749	hours at not less than 70% of the Journeyworker's rate
6th Period	3750-4499	hours at not less than 75% of the Journeyworker's rate
7th Period	4500-5249	hours at not less than 80% of the Journeyworker's rate
8th Period	5250-5999	hours at not less than 90% of the Journeyworker's rate
	6000	JOURNEYMAN

#### **ZONE 5**

1st Period	0-749	hours at not less than 50% of the Journeyworker's rate
2nd Period	750-1499	hours at not less than 55% of the Journeyworker's rate
3rd Period	1500-2249	hours at not less than 60% of the Journeyworker's rate
4th Period	2250-2999	hours at not less than 65% of the Journeyworker's rate
5th Period	3000-3749	hours at not less than 70% of the Journeyworker's rate
6th Period	3750-4499	hours at not less than 75% of the Journeyworker's rate
7th Period	4500-5249	hours at not less than 80% of the Journeyworker's rate
8th Period	5250-5999	hours at not less than 90% of the Journeyworker's rate
	6000	JOURNEYMAN

Health and Welfare Benefit Fund hourly contributions shall be as listed in Appendices A and B for all apprentices. Pension Fund contributions shall begin upon completion of 3000 hours worked or when the apprentice becomes a journeyworker whichever shall occur first. Annuity Fund contributions shall begin at the completion of the first 750 hours of work at the appropriate percentage of journeyworker's rate for the pay period and zone.

On tanks and bridge jobs in Massachusetts, apprentices will be paid at Zone 1 percentages based on the journeyworker's bridge painting rate.

Health and Welfare Benefit, Annuity, Apprentice, and Industry Betterment Fund contributions shall be paid by the Employer for all hours worked. Dues check off, organizing and public relations fund deductions shall be taken from the Employee on all hours worked.

### **SECTION 3. FOREMEN**

#### **(A.) PAINTERS**

In addition to the hourly rate, a foreman shall receive seventy five (\$.75) cents per hour premium on jobs with up to four (4) Employees, one dollar (\$1.00) per hour premium on jobs with 5-11 Employees and two dollars and seventy five cents (\$2.75) per hour premium on jobs with twelve (12) or more Employees.

#### **(B.) GLAZIERS**

When three (3) or more employees are assigned to non-residential work

where such work is being performed directly for a General Contractor, the Employer must appoint one (1) glazier as a Working Foreman. A glazier appointed by the Employer as a Working Foreman shall receive, in addition to the regular hourly rate, a premium of two dollars and seventy five cents (\$2.75) per hour for each hour worked as a Working Foreman. Overtime, if applicable, will be paid at the same premium of \$2.75 per hour.

A Working Foreman shall supervise persons on not more than one (1) job at any given time.

The parties agree that an individual designated as a Working Foreman under the provisions of this Foreman's clause shall be responsible for the direction of the work force and supervising job conditions including show-up and quitting times, material and tool control, and shall report daily to the Employer as requested by the Employer.

#### SECTION 4. PAY DAY

The Employer agrees to maintain a weekly pay day for each week worked, no later than quitting time, at which time all Employees must be paid in full and lawful money of the United States of America and on the job. Employees may be paid by company checks or certified checks. The Employer will furnish all Employees with a suitable pay slip, check stub, or envelop showing company name and Employee's name with all deductions listed, i.e., day, month, year, number of hours worked and hourly rate, FICA, Federal Tax, State Tax, and Dues Check-Off. Out of state contractors shall deposit enough money in a local bank so Employees can cash their checks.

#### SECTION 5. LAY OFF

Employees are to be paid in full at the time of the layoff.

#### SECTION 6. LACK OF WORK

All Employees who show up on jobs where they are not able to work shall receive two (2) hours pay at straight time unless lack of work is due to an Act of God or due to conditions beyond the control of the Employer such as loss of power, picket lines, bomb threats, etc.

#### SECTION 7. HIRING

- (A.) When an Employer hires an Employee, the Employer will, within twenty-four (24) hours, notify the UNION of the name, address, and social security number of each newly-hired Employee.
- (B.) When an Employer is notified by the UNION that an Employee has made application for membership to the International Union of Painters & Allied Trades, said Employer agrees to deduct from the Employee's wages, as the initiation fee in effect for the UNION, \$200 in the first week plus three (3) subsequent weekly payments of \$100.00 provided all payments are made within forty five (45) days from the date of application. This deduction shall be on a weekly basis and remain in effect until the entire initiation fee has been paid.



- (C.) The Employer shall have entire freedom of selectivity in hiring and subject to the grievance procedure set forth in this Agreement, may discharge any Employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against the Employee for any Union activity.
- (D.) Whenever desiring to employ workers, the Employer may call upon the UNION or its agent, for any such workers as may be needed from time to time. The UNION or the agent shall within reasonable time furnish the Employer the required number of qualified and competent workers needed by the Employer.
- (E.) All new hires who are not members of the UNION must report to the UNION for application and evaluation before being hired.
- (F.) The Employer and UNION agree not to discriminate against any Employee with respect to membership or hiring on the basis of race, color, creed, national origin, sex, sexual preference or marital status.

#### SECTION 8. INSURANCE CERTIFICATE FURNISHED TO UNION

All Employers must carry Worker's Compensation Insurance for the protection of their Employees. Every Employer shall submit to the UNION the name of the insurance carrier and have submitted to the UNION a Certificate of the Insurance: Coverage to include Worker's Compensation. Policy Certificate to state starting date and expiration date, and have no less than fifteen days Notice of Cancellation.

#### SECTION 9. DRUG AND ALCOHOL TESTING

- (A.) The goal of the Parties is to provide a safe and rational workplace where the Employee can attain production standards which are consistent with that expected for the negotiated wage and which are additionally consistent with maintaining the viability of the unionized Painting & Allied Trades contracting industry.
- (B.) Contractors are permitted to refer any Employee whom the contractor suspects has been working on the jobsite under the influence of alcohol or drugs to an employee assistance program approved by the Painters & Allied Trades District Council No. 35 Health and Benefit Fund. The contractor also has the right to require that an Employee, who has been injured on the job, undergo drug testing within a reasonable period of time after the injury, provided that the Employee is physically capable of undergoing the drug testing. Any Employee who refuses to be referred to the employee assistance program or to undergo drug testing shall be subject to immediate termination.
- (C.) Any contractor who desires or is required by federal or private contracts with a developer/owner to provide pre-hire drug testing for its Employees shall utilize the services of a service provider who has been approved by

the Painters & Allied Trades District Council No. 35 Health and Welfare Benefit. The cost of testing, when requested by or required by a contractor, shall be borne by the Fund. All rules and regulations with respect to the treatment, Counseling or screening of employees who are suspected to be subject to a drug or alcohol abuse problem shall be the sole and exclusive responsibility of the employee assistance program selected by the Painters & Allied Trades District Council No. 35 Health and Welfare Fund.

- (D.) If an Employee is sent for drug testing during work hours and tests negatively for drugs or alcohol the Employee shall be paid by the contractor for the time spent going to the test location and for the time spent taking the test.
- (E.) Any Employee who has successfully completed a drug test in the prior twelve months shall not be required to take another drug test in order to be employed on a job except when required of the contractor by the developer/ owner of the project.

## **ARTICLE VIII FRINGE BENEFIT FUNDS**

### **SECTION 1. HEALTH AND BENEFITS FUND**

There will be a Board of Trustees represented equally by both parties. The ASSOCIATION and UNION shall indicate, by name, which individuals are the Trustees. Payments to this fund shall be made in accordance with the provisions of Article IX. Each Employer subscribes to and agrees to be bound by the Fund's Agreement and Declaration of Trust and any amendments thereto.

### **SECTION 2. PENSION FUND**

There will be a Board of Trustees represented equally by both parties. The ASSOCIATION and UNION shall indicate by name which individuals are the Trustees. Each Employer subscribes to and agrees to be bound by the Fund's Agreement and Declaration of Trust and any amendments thereto. The monies accumulated in this fund shall be used for the purpose of providing pension benefits for retiring employees and for administration of the funds. All monies received shall be kept in a separate account or accounts and shall not be commingled with any other fund. Payments into this fund are to be made in accordance with the provisions of Article IX.

### **SECTION 3. ANNUITY FUND**

There will be a Board of Trustees represented equally by both parties. The ASSOCIATION and the UNION shall indicate by name which individuals are the Trustees. Each Employer subscribes to and agrees to be bound by the Fund's Agreement and Declaration of Trust and any amendments thereto. All monies received shall be kept in a separate account or accounts and shall not be commingled with any other fund. Payments into this fund are to be made in accordance with the provisions of Article IX.

#### SECTION 4. PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 35 JOINT TRAINING PROGRAM TRUST

This fund shall be under the control of a Board of Trustees, an equal amount shall be representatives of the UNION and an equal amount shall be representatives of the ASSOCIATION. These Trustees shall be appointed or elected as the respective parties may decide. All monies received are to be kept in a separate account or accounts and are not to be commingled with any other funds. Payments into this Fund are to be made in accordance with the provisions of Article IX, Section 5. The Painters & Allied Trades District Council No. 35 Joint Training Program Trust will implement educational and safety criteria, develop, manage and carry out all program functions to ensure Employee compliance and will provide the training and administration necessary to properly train all Employees in systems, functions and activities relevant to their craft, including but not limited to safety, hazardous materials, application, removal, cleaning and preparatory procedures, state of the art techniques and current OSHA regulations relevant to their field.

- (A.) It is agreed that the Trustees of the Painters & Allied Trades District Council #35 Joint Training Program Trust will serve as the Joint Apprenticeship Committee and shall have full authority to plan, supervise and implement the training of Apprentices and the advanced training of Journeyworkers.
- (B.) Every Employer who employs one (1) or more journey workers may employ an apprentice. In addition, the Joint Apprenticeship and Training Committee may from time to time establish other ratios and maximum numbers of apprentices for Employers on job sites.
- (C.) No apprentice shall be permitted to act as a foreman. No apprentice shall perform any job unless the job is performed under the general instructions of qualified journey workers. No apprentice shall work on a swing stage unless he is accompanied by a competent person. The apprentice must have received approved safety training relative to swing stage operation prior to working on it. All apprentices shall have the right to elect and engage in any of the specialized phases of the painting and glazing industry as established by the Joint Apprenticeship and Training Committee.
- (D.) Any violation of the local Joint Apprenticeship and Training Committee standards by either contractor or apprentice shall constitute a violation of the Agreement. No Apprentice will be hired except through the Apprentice office.

#### SECTION 5. NATIONAL TRAINING FUND

The Agreement between the Employer(s) and UNION parties to this Agreement regarding payments to the International Union of Painters & Allied Trades Joint Apprenticeship & Training Fund is as follows:

- (A.) The Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters & Allied Trades and employer

associations in the industry, agrees to make payment to the Painters District Council No. 35 Joint Training Program Trust for each Employee covered by this Agreement.

- (B.) From the funds collected in the above manner, the Trustees of the Fund shall hold in trust the sum of two cents (\$.02) per hour, for each hour or portion thereof for which an Employee receives pay, and remit said sum to the International Union of Painters & Allied Trades Joint Apprenticeship & Training Fund at such regular periods of time and in the manner and form as shall be determined by the Trustees of the National Fund from time to time.

## SECTION 6. INDUSTRY BETTERMENT FUND

- (A.) It is understood that in the administration of this Agreement, services have been and shall be required of three parties, (1) the Joint Trade Board, (2) the Associated Painting, Decorating & Drywall Finishing Contractors of Massachusetts, Inc. and the Glass Association (3) Painters & Allied Trades District Council No. 35 and its affiliated local unions. The Painting & Finishing Employers Association of New England, Inc.
- (B.) The parties hereto provide that all contributions for the administration of the Industry Betterment Fund shall be paid to Industry Betterment Fund Trustees consisting solely of Employer Trustees provided no part of the Betterment Fund shall inure to the benefit of the UNION. Every Employer signatory to this Agreement shall pay to the Industry Betterment Fund Trustees for the purposes set forth below an amount mutually agreed upon for each hour, or portion thereof, worked by every journeyworker and apprentice Employee under this Agreement. Payments into the Fund are to be made in accordance with the provisions of Article IX, Section 5. The Industry Betterment Fund Trustees are authorized to enter into any agreement with the Administrative Office of the Funds, for the receipt of said contributions and for their disbursement in accordance with instructions of the Industry Betterment Fund Trustees.
- (C.) The Industry Betterment Fund Trustees shall determine within their sole discretion, how the said contributions shall be expended to defray the cost of administering this Agreement, to maintain maximum employment and good workmanship in the industry, to foster cooperative relationships between architects, engineers, builders, and contracting agencies on the one hand and painting and glazing contractors on the other, and to perpetuate the harmonious relations that have existed between management and labor in the Painter and Allied Trades industry; provided, however, that no portion of said contributions shall be paid to any representative of a labor organization as prohibited by the Labor-Management Relations Act.
- (D.) For the guidance of the Industry Betterment Fund Trustees, at the same time recognizing the desirability of preserving flexibility in the exercise of

their discretion, the parties have reviewed the costs of their operations and have determined ratios of necessary and customary expenditures among themselves and the relevant data shall be on file with the Joint Trade Board. The Industry Betterment Fund Trustees shall endeavor to approximate the said ratios in the expenditure of said contributions; but they shall exercise their best judgment in expending such funds in the manner which they shall determine will best effectuate the provisions of this Agreement.

- (E.) If it becomes necessary to purchase supplies and services required by the Joint Trade Board it is the intention of the parties to have the UNION and the Industry Betterment Fund share equally in such expenses.
- (F.) If it is likewise necessary to purchase supplies and services required by the ASSOCIATION, to facilitate their work in the administration of this Agreement, it is the intention of the parties to have the Industry Betterment Fund Trust bear that expense.
- (G.) The Industry Betterment Fund Trustees shall only be Employer representatives appointed by the ASSOCIATION.
- (H.) The receipts and expenditures of the Industry Betterment Fund Trustees shall be audited by a certified public accountant no less than once a year, and copies of said audit shall be delivered promptly to the parties to this Agreement.

#### **SECTION 7. PAINTERS & ALLIED TRADES LABOR MANAGEMENT COOPERATION FUND**

The Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters & Allied Trades and employer associations in the industry, agrees to make payment to the Industry Betterment Fund for each Employee covered by this Agreement. From the funds collected in the above manner, the Trustees of the Industry Betterment Fund shall hold in trust the sum of two cents (\$.02) per hour, for each hour or portion thereof for which an Employee receives pay, and remit said sum to the Painters & Allied Trades Labor Management Cooperation Fund at such regular periods of time and in the manner and form as shall be determined by the Trustees of the National Fund from time to time.

### **ARTICLE IX FUNDS GENERAL REQUIREMENTS**

#### **SECTION 1. PROBATIONARY CONTRACTOR/EMPLOYER OBLIGATIONS**

Any new Employer or any Employer without a history of contributing to the Funds for six (6) months or any Employer whose principal place of business is located outside the territorial jurisdiction of DC 35 or any Employer who becomes delinquent in its contributions to the Funds will be considered a Probationary

Employer for a period of twenty-four months. Any or all of the following terms and conditions will be required of Probationary Employers:

- (A.) A Security Deposit consisting of either a certified check in an amount approved by the Trustees to a maximum amount of \$10,000 or a performance bond by an A-rated carrier as approved by the Commonwealth of Massachusetts in an amount not less than \$25,000. The bond must state that the obligee has ninety (90) days to notify the surety company of a delinquency. The security deposit shall be utilized to pay any delinquencies, interest, auditor's fees, audit refusal penalties and/or any other assessed penalties due to the Funds, to pay any wages due employees or to satisfy any claims under Section 3. Any balance remaining shall be used to satisfy Joint Trade Board awards.
- (B.) Weekly submittal of contributions and hours.
- (C.) The appointment of a job Steward, shall be at the discretion of the UNION on all jobs. Contractors will receive notice within twenty-four (24) hours of said appointment.

## SECTION 2. REPORTING REQUIREMENTS

Weekly reports are due in the Fund Office on the Wednesday of the week following the week in which the work was performed. A late notice will be issued to employers failing to make timely payment. If the contributions and or reports are not received within five (5) days of the date of the notice, the Employer shall be deemed to have violated the contract and Section 3 will be enforced.

Monthly reports are due on the fifth (5th) day of the month following the month in which the work was performed. A late notice will be issued to employers failing to make timely monthly payments. If the contributions and/or reports are not received within ten (10) days of the date of the notice the employers shall be deemed to have violated the contract and Section 3 will be enforced.

Contractors not employing members must submit a signed summary page report indicating "no work" for that week/month.

Inactive Employers who maintain inactivity for more than three (3) months must submit their "inactive status" in writing to the Fund Office.

All Employer contributions for Pension, Health Benefits, Apprentice, Industry Betterment, Annuity Funds, and all monies withheld for Dues Check-Off, Political-Public Relations and Organizing Fund shall be reported monthly or weekly, as the case may be, on one form and paid in one check payable to the Painters & Allied Trades District Council No. 35 Trust Funds.

Any Employer that maintains a timely contribution record for six (6) months may, upon approval of the Trustees, submit contributions monthly. The return of a security deposit or release of bond obligation will be reviewed by the Fund Trustees after timely submittal of contributions and/or reports during the probationary period of twenty four (24) months and released at their discretion.

An audit of an Employer's books and records, as provided for in this Agreement, will be performed prior to the release of any Security Deposit.

### SECTION 3. FAILURE TO PAY

Contributions shall be considered delinquent if not received by the 26th day of the month following the month the work was performed or for weekly submittals, the Wednesday of the week following the week in which the work is performed. Interest charged at the rate of 1 1/2% per month or prorated for weekly submittals will be assessed for any delinquent contributions which are not paid in violation of this Agreement.

In the event an Employer is delinquent or fails to abide by Article IX, Sections 1, 2 and/or 8 said case will be reviewed by the Fund's Trustees and the following delinquency procedure will be enforced

- (A.) A recommendation by the Trustees to the UNION for removal of its members from said Employer's jobs. If the Employees are withdrawn from the job, the delinquent contractor shall pay full wages and contributions for five (5) working days per member. Payment of fund contributions and the payment of wages for a member(s) pursuant to this Section may be withdrawn from the security deposit. Payment of wages and benefits lost by a steward appointed by the UNION will also be deducted from the security deposit. Deductions from the security deposit must be replaced by an Employer prior to continuation of work. The UNION shall have the power to withhold its members upon the recommendation of the Trustees and shall not be liable for withholding its members upon the recommendation of the Trustees.
- (B.) A referral of the delinquent Employer by the Trustees to the Joint Trade Board for determination or action.
- (C.) An invocation of the arbitration procedure or referral of the delinquent Employer by the Trustees or Joint Trade Board to legal Counsel to bring action on behalf of the Plan pursuant to Section 502 (g) (2) and 515 of ERISA to enforce the Employer's obligation.
- (D.) In any action in which a decision or judgment is awarded in favor of the Funds, the Employer shall pay to the Funds, in accordance with the court's award or other decision:
  - (i) The unpaid contributions, plus interest on the unpaid contributions, determined at the rate of 1 1/2% each month plus.
  - (iii) Liquidated damages equal to the greater of —
    - (a) The amount of interest charged on the unpaid contributions, or
    - (b) 20 percent (higher percentage, if permitted by Federal or State Law) of the unpaid contributions, plus

- (iv) Reasonable attorney's fees and costs of the action, and
- (v) Such other legal or equitable relief as the court deems appropriate.

#### SECTION 4. COLLECTION AGENCY

Collection and enforcement of delinquency procedures will be designated to the Fund Office on behalf of the Trustees. Payments to all funds will be made to designated authorized collecting agencies.

#### SECTION 5. RULES AND REGULATIONS

It is agreed that the employees, independent Employers, the ASSOCIATION and the UNION will be bound in all respects by the rules and/or regulations established by the Trustees of any of the Funds.

#### SECTION 6. AGREEMENT TERMINATED

If, within ten (10) days after receipt of a delinquency notice, any Employer has not made the required payments, including any payments of liquidated damages, the UNION may, in its discretion, terminate the Employer's collective bargaining Agreement with the UNION. Such termination shall not affect any obligations of the Employer or the UNION arising under the Agreement prior to the termination date.

#### SECTION 7. RENEWAL OF TERMINATED AGREEMENT

As a condition of renewing the Agreement, the UNION may require the Employer to meet the standards specified for probationary contractors as defined herein.

#### SECTION 8. EMPLOYER AUDITS

It is agreed that any and all records necessary to establish accurately the correct hours upon which contribution should be based shall be made available to an auditor appointed by the Trustees. All Employers are subject to periodic audits. Failure to produce all requested records for the auditor within ten (10) days after notification shall be deemed a violation of the Agreement. The following items must be made available to the auditor:

1. All Employee payroll cards and/or payroll journals and cancelled payroll checks if required.
2. Copies of W-2 forms filed for all Employees.
3. Copies of W-3 forms filed for each year.
4. All Internal Revenue Service quarterly returns and annual reports (Forms 941 and 940) cancelled checks supporting payment of same.
5. A copy of the business tax return lines reflecting their cost of goods sold schedule and other deductions with supporting invoices or other evidence.
6. All cash disbursement records, general ledgers, sales journals and other books and records used in arriving at subcontracting.



7. Copies of 1099 forms and 1096 forms.
8. And/or individual employed as a subcontractor during the audit period in question. All of the above information as it applies to any affiliated company.

## **SECTION 9. AUDIT DISCREPANCIES**

An Employer will be notified of any discrepancies revealed during the audit of its books and records. If an Employer has not made the required payment or submitted documentation to clarify discrepancies to the Fund Office within ten (10) days after receipt of the audit billing, Section 3 of this Agreement will be enforced. An Employer will be responsible for the audit fee when billed charges exceed \$1000.00 or all records indicated in Section 8 are not made available to the auditor on the scheduled audit date.

## **SECTION 10. PENALTY**

An Employer who violates this Agreement by refusing to allow an audit of its records to be conducted, shall be assessed a penalty of \$2,000. This penalty shall be in addition to any other remedies available to the Trustees of the employee benefit funds and the UNION as set forth in Declarations of Trust of the various employee benefit funds. If all records required by this Agreement are not made available to the auditor at the initial audit, the Employer will be responsible for the audit cost and any subsequent audit costs for procurement of a complete audit. In addition, failure to provide all requested audit records in the equivalent of an audit refusal and the Employer may also be assessed the \$2000 penalty.

## **SECTION 11. CONTRIBUTION OBLIGATIONS**

Any Employer who is excused, relieved or not obligated to remit contributions to any of the Funds provided for in this Agreement, by reason of any agreement ruling of any tribunal or court, or for any other reason, shall be required instead to make the equivalent hourly contribution (s) to the Painters & Allied Trades District Council No. 35 Joint Training Program Trust.

# **ARTICLE X DUES CHECK-OFF**

## **SECTION 1. GENERAL OBLIGATIONS**

Every Employer signatory to this Agreement hereby agrees to check-off from wages of any Employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the UNION'S By-Laws and to remit said amount to the UNION in the following manner:

- (A.) Upon signing of the Agreement, the UNION will notify the Employer in writing of the amount of administrative dues specified in the By-Laws, and will submit to the Employer a copy of the By-Laws or the applicable By-Law provision.

- (B.) For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the By-Laws based on the gross weekly pay, and will accumulate said deduction to the end of the month unless the Employer has been placed on weekly payment status by the Funds.
- (C.) On or before the 10th day of each month, the Employer will remit to the UNION the entire amount of administrative dues due and owing as to each Employee for the month previous.
- (D.) The UNION will hold the Employer harmless against any claim which may be made by any person by reason of Dues Deduction in accordance with this Agreement.

## SECTION 2. DUES CHECK-OFF OUTSIDE DISTRICT COUNCIL NO. 35

When a signatory Employer performs a job within the jurisdiction of a union affiliated with the International Union of Painters & Allied Trades other than union signatory hereto and the By-Laws of that other union contain a provision for administrative dues or business agent "assessment", the Employer shall check-off from the wages of Employees covered by this Agreement and employed on that job administrative dues or business agent "assessment" in the amount stated in that other union's By-Laws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement.

In performing the check-off procedure specified herein, the procedure in (A) through (D) will be followed except that it shall be the responsibility of said other union to notify the employer in writing of the amount of administrative dues or business agent "assessment" specified in its By-Laws, and to submit to the employer a copy of the By-Laws or the applicable By-Law provision.

When the signatory Employer performs a job within the jurisdiction of a union affiliated with the International Union of Painters & Allied Trades other than the UNION signatory hereto and the By-Laws of that other union contain no provision for administrative dues or business agent "assessment", the Employer shall continue to be bound by this Agreement.

## SECTION 3. EMPLOYEES COVERED

The obligations of the Employer contained herein shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card.

## SECTION 4. AUTHORIZATION CARD SIGNED

At the time of the employment of any Employee, the Employer will submit to each such Employee for a voluntary signature, dues deduction and/or initiation fee 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 such Employer by the UNION.

## SECTION 5. MONTHLY LIST

On or before the 10th 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 authorization card, together with the number of hours worked by such Employee during the month previous.

#### SECTION 6. AUTHORIZATION CARD

The form of dues deduction authorization card which the UNION will supply to the Employer for submission to the Employee will state as follows:

"This is to authorize any of the employers signatory to the Collective Bargaining Agreement with (Local Union) (District Council) dated including any renewal thereof, and by whom I may be employed during the term of such agreement or any renewal thereof, and by whom I may be employed during the term of such agreement of any renewal thereof, to deduct from my wages and transmit to the union administrative dues in the amount specified in the by-laws of said (Local Union) (District Council).

This is to further authorize said employers, when I am working for them or any one of them within jurisdiction of any union affiliated with the Union of Painters other than my own Local Union, to deduct from my wages the amount of administrative dues or business agent "assessment" (in the nature of dues), provided for in that other union By-Laws, and remit such amount to that other union; and if there is no provisions for administrative dues or business agent "assessment" (in the nature of dues) in the By-Laws of that other union, I authorize said employers to continue to deduct from my wages the amount specified in the first sentence of this authorization and remit the same to my own union. This authorization shall be irrevocable for the period of one year following the date it was signed or until the current collective bargaining agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless sixty (60) days prior to the termination of the annual renewal date I revoke this authorization by written notice to the union and to the employer by whom I am employed."

#### SECTION 7. VOLUNTARY PAYROLL DEDUCTION OF POLITICAL PUBLIC RELATIONS CONTRIBUTIONS & AUTHORIZATION FORM FOR CHECK OFF

Employers party to this Agreement hereby agree to honor authorizations for check-off of political-public relations contributions from Employees who are union members in the following form:

"I hereby authorize my employer to deduct from my pay the sum of fifteen (15) cents for each hour worked and to forward that amount to the Political-Public Relations Committee. Checks shall be made payable to Painters & Allied Trades District Council No. 35 Trust Funds and mailed monthly to Painters District Council No. 35 Trust Funds, P.O. Box 5655, Boston, Mass. 02206. This authorization is signed freely and voluntarily and not out of fear or reprisal and on the understanding that the Political-Public Relations Committee will use the money contributed

to that effort to make expenditures in connection with federal, state and local elections and for charitable/social purposes, and that this voluntary authorization may be revoked at any time by notifying my employer, the Political-Public Relations Committee and District Council No. 35 in writing of a desire to do so."

## **SECTION 8. PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 35 ORGANIZING FUND**

Every Employer signatory to this Agreement, hereby agrees to deduct from the wages of any Employee employed by such Employer during the term of this Agreement contributions to the District Council No. 35 Organizing Fund as may be specified from time to time by the UNION.

## **ARTICLE XI OUT OF TOWN WORK**

### **SECTION 1. OVERNIGHT WORK**

Out of town expenses for all work done out of the geographical jurisdiction of the UNION where Employees do not return daily, traveling expenses, board and room should be paid for at actual cost with lodging to meet the minimum requirements contained in the American Automobile Association ratings.

### **SECTION 2. OUTSIDE GEOGRAPHIC JURISDICTION**

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the UNION, 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 that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to Employees employed by such Employer from within the geographic jurisdiction of the UNION party to this Agreement and who are brought to an outside jurisdiction, such Employee shall be entitled to receive the wages and conditions effective in either this or the other jurisdiction whichever are more 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.

This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the UNION party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts. The Employer shall not be permitted to evade its obligations hereunder by setting up an additional 'home' or 'branch' office or plant in an area outside its principal place of business.

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 residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the contractor's home area.

## **ARTICLE XII WORK PRESERVATION**

This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit including but not limited to newly established or acquired operations.

### **SECTION 1. USING ANOTHER BUSINESS PROHIBITED**

The Employer party hereto shall not attempt to engage in any work covered by the Agreement through the use or device of another business or corporation which such Employer owns or controls or through the use or device of a joint venture with another Employer or contractor without first consulting with the union for the purpose of establishing to the union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the area where said device is sought to be used. If the UNION is not so satisfied, the UNION may resort to all available legal or economic recourse, including cancellation of this Agreement, notwithstanding any other provision of this Agreement.

### **SECTION 2. PRESERVATION 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 device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

All charges of violations 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 Section, the Joint Trade Board or Arbitrator shall be able, at the request of the UNION, to require an Employer to pay 1) to affected 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 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.

If, after an Employer has violated this Article, the UNION and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an 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 Section that may be available to the UNION and/or the Joint Trust Funds.

### **SECTION 3. MEMORANDUM OF UNDERSTANDING**

All Employers who are signatories to agreements outside of the geographical area of the UNION and who are not signatory to this Agreement, but who perform work within the territorial jurisdiction of the UNION shall be required to sign a Memorandum of Understanding supplied by the UNION.

## **ARTICLE XIII SAFETY AND TRAINING**

### **SECTION 1. GENERAL/OSHA**

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the EMPLOYER to ensure the safety of its Employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the UNION liable to any Employees or to any other persons in the event that work related disease, sickness, death, injury or accident occurs.

The Employer will not engage in any litigation against the UNION, on a subrogation theory, contribution theory or any other theory, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury or accident.

Neither the discretionary right of the UNION or its authorized agents to make a determination of "unsafe" or "hazardous" conditions or to approve conditions as "safe" as set forth herein, nor the making of such a determination or the giving of such approval, shall constitute an undertaking on behalf of or for the benefit of Employees or others to warrant, guarantee, or assure that such conditions are in fact safe or unsafe.

Neither the authority of shop and job stewards to "check all equipment and

rigging to assure that it is safe and in proper working condition”, as set forth herein, nor the exercise of that authority shall constitute an undertaking by the UNION or the shop and job stewards on behalf of or for the benefit of employees or others to warrant, guarantee or assure that said equipment and rigging are in fact safe and in proper working condition. The Employer agrees that the UNION will not be held liable or responsible for any negligent or tortuous act committed by the Employees it refers.

## SECTION 2. QUALIFYING DOCUMENTATION REQUIRED TO BE CARRIED BY EACH EMPLOYEE

All Employees will have and carry with them current First Aid and CPR cards, Social Security Number, and certification of satisfactory completion of the following training courses (within the time frames established by this Agreement, but not limited to,) the Joint Trade Board and/or government regulations: General Safety including the 10 hour OSHA, 24 hour Lead Awareness and Deleading and required 8 hour annual Deleading certificate renewal, OSHA Hazard Communication, OSHA Fall Protection, Sexual and Racial Harassment and Discrimination, and other required training for the painting and glazing trades; all as made available and administered by the Painters & Allied Trades District Council No. 35 Joint Training Program Trust.

In addition, all Employees shall have and carry with them proof/certification of applicable medical tests including: OSHA Blood lead level, as required, OSHA Pulmonary Fitness and OSHA Respirator Fit Test.

The Pulmonary Fitness Test and Respirator Fit Test are mandatory and must be taken every 12 months. (When using a respirator the employee shall be clean shaven per OSHA requirements.)

## SECTION 3. TOOLS AND EQUIPMENT TO BE FURNISHED BY EACH EMPLOYEE

The following tools are to be furnished by all Employees and must be in their possession on the job at all times.

All Employees:

One putty knife;

One broad knife;

One or more dusters;

Utility knife;

One large and one small screwdriver;

Razor blade holder; Personal dust mask and respirator glass (but not including expendable filter cartridges);

Safety glasses/goggles glass;

Hard hat glass;

Appropriate safety footwear;

Presentable white uniforms/long sleeve white shirt & trousers or overalls;

Bagglass or (tool box) to carry tools. (glasses issued by the Training Fund)

Additional Tools To Be Furnished By Each Drywall Finisher: The standard tools of the trade consisting of broad knives, trowels, pans, hawks and small assorted knives (2", 3" and 4").

Additional Tools To Be Furnished By Each Wallcoverer: Straight edge, pail and the usual wallcoverer's hand tools. Wallcoverers may, but will not be required to, furnish easels and/or up-right tables.

Tools and Equipment furnished by Employer for Glaziers:

(A.) All power tools, four foot or longer levels, glass cutters, hacksaw blades, drill bits, extension cords, taps, counter sinks, suction cups, putty knives and caulking guns shall be supplied by the Employer when the Employer requests their use.

All other tools normally required by a Journeyman Glazier will be supplied by the Employee.

Tools supplied by the Employer shall remain the property of the Employer.

When practical an Employee must have access to a gang box or lockup during work hours or after work hours when it is not practical to transport personal or company issued tools daily.

All tools shall be of standard quality and design as established and approved by the Joint Trade Board.

All tools & equipment furnished to an Employee by an Employer shall be the responsibility of the Employee for proper care.

#### SECTION 4. SPRAY

There shall be no spray premium for any spray work performed with a hand-carried paint container up to one quart except when an employee works four (4) hours with a cup gun or spray can. The Employee then shall be paid eight (8) hours at the spray rate. Employees on spray work shall be furnished with approved respirators, protective creams, and cleansing agents by their Employer. Sufficient filter cartridges shall be on the job at all times.

## **ARTICLE XIV BARGAINING RECOGNITION**

#### SECTION 1. DISTRICT COUNCIL NO. 35 RECOGNIZED

This Agreement shall certify that each EMPLOYER has satisfied itself or had an opportunity to satisfy itself that the UNION, in accordance with Section 9(a) of the National Labor Relations Act, represents a majority of its Employees



employed under this Agreement and, therefore, is the exclusive bargaining representative for and on behalf of all Employees employed by such EMPLOYER or contractor wherever and whenever employed during the term of this Agreement, except supervisory employees and other employees excluded under the provisions of the National Labor Relations Act as amended.

Each EMPLOYER signatory to this Agreement, individually or through membership in a multi-employer bargaining unit, waives any right that he or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to this Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

## **SECTION 2. THE PAINTING & FINISHING EMPLOYERS ASSOCIATION OF NEW ENGLAND, INC. AND THE GLASS EMPLOYERS ASSOCIATION OF NEW ENGLAND, INC. RECONIZED**

Except as otherwise provided for in the Agreement, the UNION recognizes the Painting & Finishing Employers Association of New England, Inc. and the Glass Employers Association of New England, Inc., as the representatives of their members and the independent contractors who are signatories to this instrument for such purposes as may be necessary for the administration of this Agreement.

### **ARTICLE XV PICKET LINES**

- (A.) Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the UNION party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.
- (B.) It shall not be considered a breach of contract for Employees to respect any picket lines recognized by District Council No. 35 on any site where members are employed.
- (C.) This Agreement does not deny the right of the UNION or its representatives to render assistance to other labor organizations in a strike or work stoppage duly authorized by the UNION requesting assistance by removal of its members from jobs when necessary and when the UNION or its proper representatives decide to do so. When such a removal takes place, the UNION or its representative shall direct the Employees on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner.
- (D.) The Secretary-Treasurer of the UNION and his Business Representatives

shall be allowed access to any shop or job at any time where employees covered under the terms of this Agreement are employed.

## **ARTICLE XVI SHOP AND JOB STEWARD PROTECTED**

- (A.) The UNION will have the right to appoint a steward from those Employees working on the job; said steward shall remain on the job until its completion unless said steward is deemed incompetent to perform the remaining work on the job. If necessary, competency shall be determined by the Joint Trade Board or by mutual agreement of the Business Representative and Employer.
- (B.) When a violation is found on the job, the matter will be taken to the Joint Trade Board. Said meeting to be held within 48 hours (Saturday, Sunday and Holidays excluded) after such request is made by District Council No. 35. Failure on the part of the EMPLOYER to attend said meeting will be sufficient cause for the UNION to unilaterally appoint a steward from Employees other than those on the job pending review of the violation by the Joint Trade Board.
- (C.) The ASSOCIATION and the EMPLOYER agree that they will not discriminate against any steward because of duties as a steward. It is understood that the steward shall perform work as a full-time journeyworker but shall be allowed to investigate alleged violations of the Agreement and make inspections of the work as necessitated by general job conditions.

## **ARTICLE XVII SUBCONTRACTING**

- (A.) The UNION agrees that it will not permit its members to work for any contractor who does not maintain a regular painting or glazing business and who has not executed a collective bargaining agreement with the UNION or any other District Council or a Local Union.
- (B.) The Employer shall not contract out or sub-contract any work covered by this Agreement to any subcontractor or other person, unless that subcontractor or other person is a party to a collective bargaining agreement with this UNION or another union affiliated with the I.B.P.A.T. If the subcontractor is located outside of territorial jurisdiction of D.C. 35, the Employer shall notify the UNION prior to the start of work of the subcontract, and the UNION may require the subcontractor to make weekly reports to the UNION and to post a \$25,000 Performance Bond to the District Council No. 35 Trust Funds. A person who is a party to a collective bargaining agreement with the UNION shall be a contractor for the purpose of this Section.

## **ARTICLE XVIII**

### **JOB AND OVERTIME REGISTRATION**

#### **SECTION 1. JOB REGISTRATION**

Employers shall register all jobs expected to continue for more than five (5) work days, including out-of-area jobs, by telephone with the UNION no sooner than one week prior to starting work, nor later than noon of the second working day. A communication mailed to the UNION office on the day of starting shall be deemed to be proper registration. Any Employer failing to so report any job involving over five (5) work days work shall be assessed liquidated damages of \$75 first offense, \$100 for the second offense, \$125 for the third offense and an additional \$100 for each subsequent offense i.e.: \$75, \$100, \$125, \$225, \$325, \$425 etc. The Joint Trade Board hereby authorizes the UNION to automatically assess liquidated damages made payable to the Joint Trade Board in the above-mentioned amounts. All jobs registered with the UNION in each preceding period will be submitted to the ASSOCIATION.

#### **SECTION 2. OVERTIME REGISTRATION**

The Joint Trade Board hereby authorizes the UNION to automatically assess liquidated damages made to Joint Trade Board in cases on non-notification of overtime. Overtime notification may be made on the next working day in case of unexpected overtime scheduling except on weekend work. If work is scheduled after 1:00 P.M. Friday, the UNION will provide a phone answering system which the Employer will be required to record weekend work on. Failure to do so will subject the Employer to liquidated damages. Liquidated damages will be \$75 first offense, \$100 for the second offense, \$125 for the third offense and an additional \$100 for each subsequent offense i.e.: \$75, \$100, \$125, \$225, \$325, \$425, etc.

## **ARTICLE XIX**

### **JOINT TRADE BOARD**

#### **SECTION 1. MEMBERSHIP**

There shall be a Joint Trade Board comprising six (6) members designated by the ASSOCIATION, and six (6) members designated by the UNION. The name of the Board shall be: New England (MA, ME, NH, VT) Painting, Finishing & Glazing D.C. No. 35 Joint Trade Board.

#### **SECTION 2. INDEPENDENTS**

When hearing a complaint against an independent signatory Employer, such Employer may, at its discretion, select to have an independent signatory Employer to sit in the place of an ASSOCIATION member on the Board.

#### **SECTION 3. OFFICERS**

The Board shall have a Chairman and Secretary-Treasurer elected by the Board.

When the Chairman is from the UNION, the Secretary-Treasurer shall be from the ASSOCIATION and vice-versa.

#### SECTION 4. LIABILITY

No member of the Joint Trade Board shall be held liable by a party to this Agreement for any action that member takes within the scope of his duties as a member of the Joint Trade Board.

#### SECTION 5. AGREEMENT INTERPRETATION

All questions of interpretation of this Agreement and all grievances or complaints against members of either party to this Agreement, or independent signatory Employer for alleged violations of the same shall be heard and adjudicated by the Joint Trade Board.

#### SECTION 6. WORKERS' COMPENSATION-FRAUDULENT CLAIMS

For the purposes of this provision, a "fraudulent claim" means a claim, which the claimant knew or reasonably should have known, is not a compensable claim under the law. Any allegation that an Employee working under the terms of this Agreement has brought a fraudulent claim may be presented to the Joint Trade Board.

In the event that the Joint Trade Board determines that there is reasonable cause to believe that a fraudulent claim has been made, it may schedule a hearing. After due notice to the parties, the Joint Trade Board shall hear the evidence and issue its decision.

In the event the Joint Trade Board determines that a fraudulent claim has been made, it shall have the authority to suspend the claimant from employment with any or all parties to this Agreement for a period up to six (6) months.

#### SECTION 7. OTHER DUTIES

The Joint Trade Board shall perform such other duties as may be prescribed by the Agreement.

#### SECTION 8. MEETING CALLED

It shall meet regularly once a month at the call of either of the parties hereto upon not less than forty-eight (48) hours notice.

#### SECTION 9. QUORUM

Notwithstanding anything to the contrary, a quorum of the Joint Trade Board shall consist of not less than three (3) members from the ASSOCIATION and three (3) members from the UNION and in which case the decision of such number shall have the same force and effect as if the whole six (6) from the ASSOCIATION and the UNION had acted. However when the Joint Trade Board is called into session on 48 hours notice the quorum shall consist of no fewer than two members from the ASSOCIATION and two from the UNION.

## **SECTION 10. VOTING STRENGTH**

When voting on a question, complaint or finding on any matter, the ASSOCIATION, and the UNION shall each have equal votes irrespective of the number of representatives actually present and voting.

## **SECTION 11. DECISIONS BINDING**

The decision and findings of the Joint Trade Board including any assessment of liquidated damages or any other remedy shall be final and binding upon the ASSOCIATION and the UNION and any independent signatory Employer. Decisions may be made retroactive. Such decisions and findings shall be final unless properly appealed in conformity with Article XX of this Agreement.

## **SECTION 12. SUB-COMMITTEES**

The Joint Trade Board shall have the power to compose and to delegate one or more sub-committees consisting of an equal number of members of the ASSOCIATION and the UNION who need not be members of the Joint Trade Board to perform such duties for the Joint Trade Board as it may direct.

## **SECTION 13. RECORDS TO BE KEPT**

Every Employer signatory to this Agreement shall keep accurate records of hours worked and monies paid as provided for in this Agreement, as well as copies of all reports required by this Agreement, for a period of three (3) years beyond the termination of the Agreement.

## **SECTION 14. POWER TO SUMMON**

The Joint Trade Board shall have the power to summon before it and to question and examine any member of the ASSOCIATION or an Independent contractor of the UNION. It shall have the power to require production of books, papers or other evidence it may deem necessary in deciding a case.

## **SECTION 15. COMPLAINTS IN WRITING**

All complaints to the Joint Trade Board shall be in writing, stating the nature of the complaint.

## **SECTION 16. FAILURE TO REACH DECISION**

Upon failure of the Joint Trade Board to adjust a grievance or to agree on a decision or finding, the matter shall be submitted to an impartial arbitrator, (mutually acceptable to the UNION and the ASSOCIATION) within 72 hours, if petitioned to do so by either party to the complaint.

## **SECTION 17. WORK CONTINUITY**

There shall be no strike, lockout, stoppage of work or other interference pending disposition of any matter by the Joint Trade Board or on appeal.

## **SECTION 18. INCOME**

The Joint Trade Board shall have authority to receive damages and Industry

Betterment monies collected under the terms of this Agreement and authority to utilize the monies received to defray operation expenses and for other purposes. All damages assessed under the terms of this Agreement shall be paid to the Joint Trade Board or Trust Funds as previously designated. Obligations incurred to pay damages under any portion of this Agreement of associated Trust Funds shall not terminate with the expiration of this Agreement or the prior Agreement.

#### **SECTION 19. EXPERIMENTS**

In order to fulfill the above purposes, the Joint Trade Board shall have the authority to experiment with revisions to work rules, use of tools, spray and overtime Section of this Agreement in order to recapture repaint work and work being done non-union and to obtain jurisdiction of new products and processes in our industry. All experiments shall be carefully documented and results made available to the ASSOCIATION and the UNION.

#### **SECTION 20. OFFICE AND STAFF**

The Joint Trade Board shall establish an office and employ necessary clerical help to handle the necessary book work, statistical forms and records so that the Joint Trade Board will be well informed about its activities. It shall also provide a means for supplying such information to the respective signatory organizations.

#### **SECTION 21. RECORD OF AGREEMENT AND JOBS:**

To insure uniform bipartisan administration of the Agreement, the UNION agrees to furnish to the ASSOCIATION every month a complete list of all collective bargaining agreements signed by the UNION and a complete list of all jobs registered including the registration number, the job, name and location and the Employers name and address.

#### **SECTION 22. TEMPORARY EMPLOYEES:**

If both parties agree that a labor shortage exists, the Agreement shall be reopened to authorize the Joint Trade Board to take whatever action it deems necessary to remedy the situation.

### **ARTICLE XX**

#### **APPEAL PROCEDURE AND COURT ENFORCEMENT**

##### **SECTION 1. BASIS FOR RECONSIDERATION BY THE BOARD AND DEADLINE FOR APPEAL**

The Joint Trade Board will not reconsider any decision unless new evidence is found which could not have been produced with reasonable effort prior to the initial hearing.

New evidence must be provided to the Joint Trade Board in writing within ten (10) days of the receipt of the written decision of the Board, and whether to reconsider the initial decision shall be solely at the discretion of the Joint Trade Board.

Payment for any and all damages assessed by the Joint Trade Board must accompany any request for rehearing.

## SECTION 2. APPEAL PROCEDURE AND DIVISION OF COST

- (A.) If no evidence is available, appeal may be made to an impartial arbitrator appointed pursuant to the voluntary Labor Rules of the American Arbitration Association within the same ten (10) days referred to above. The proceedings before the impartial arbitrator shall be in the nature of an appeal and the decision of the Joint Trade Board shall be upheld unless clearly erroneous.
- (B.) The parties to the appeal shall share equally the arbitrator's fees and the administrative and other expenses associated with the arbitration.
- (C.) Each party shall bear its own costs in obtaining legal representative in connection with the appeal.

## SECTION 3. STATEMENT OF GROUNDS FOR APPEAL AND DEADLINE FOR SUBMISSION

- (A.) In order for the party desiring to commence an appeal in a timely manner, a written notice of the party's desire to appeal shall be delivered to the office of the Joint Trade Board, and be actually received by the Board within the same ten (10) days referred to above.
- (B.) The appeal shall include a statement of the grounds for the appeal.

## SECTION 4. DEPOSIT TO ESCROW ACCOUNT REQUIRED

- (A.) The party desiring to appeal must also deliver together with the notice of appeal all a) damages, b) interest, c) fees, and d) other amounts assessed in the disputed Award to the office of the Joint Trade Board, which amounts shall be held in an escrow account pending the final outcome of the proceeding.
- (B.) In lieu of the full cash amount, the appealing party may furnish a bond in an equivalent amount from an A-rated Massachusetts company that is acceptable to the UNION and the Board in a form approved by the UNION and the Board.

## SECTION 5. BOARD'S AUTHORITY TO ACCEPT A LESSOR ESCROW DEPOSIT AND ACCEPTANCE OF BONDS

- (A.) The Joint Trade Board shall have the authority and complete discretion to agree to accept cash and/or a bond for less than the full amount assessed pending an appeal, but in no event shall that lesser amount be less than \$20,000 regardless of the amounts at issue, unless the amount of the total damages and award is less than \$20,000 in which case the full amount is required for an appeal.
- (B.) A party desiring to pay cash and/or furnish a bond for less than the full amount assessed must deliver to the office of the Joint Trade Board together with the notice of appeal, cash and/or a bond covering the first \$20,000 and

a written application, signed under penalties of perjury, requesting the Board to reduce the amount and stating, in detail, the reasons for the request.

#### SECTION 6. DEFECTIVE NOTICE OF APPEAL

- (A.) Notice of appeal received by the Joint Trade Board within the required ten (10) day period without both (a) the first \$20,000 and (b) a proper request for a reduction of any additional amounts, shall not be deemed to have been timely filed, and the Joint Trade Board's initial Award shall be final and binding.

#### SECTION 7. BOARD'S DECISION TO LOWER OR NOT LOWER ESCROW DEPOSIT IS FINAL

- (A.) Upon written request to lower the amount of escrow deposit the decision of the Joint Trade Board, to lower, or not to lower, the amount of the cash and/or the bond that must be placed in escrow pending an appeal shall be final and shall not be subject to the appeal procedure.
- (B.) Likewise, failure of the Board to agree to an application to reduce the amount of cash and/or bond that must be placed in escrow pending an appeal, shall not be subject to appeal procedure.
- (C.) Following the Board's decision to deny a lower escrow reduced cash or bond, the party desiring to appeal shall be required to forward in cash and/or bond the full amount initially Awarded to the Joint Trade Board for deposit in the escrow account, within ten (10) days of receipt of notice of the Board's adverse decision or inaction.

#### SECTION 8. EFFECT OF SUBSEQUENT BOARD DECISION TO LOWER OR NOT TO LOWER ESCROW DEPOSIT

If, subsequent to the date of initial Award, the Board does decide to grant a request to lower the amount of the cash and/or the bond that must be furnished pending appeal, the additional cash and/or bond amount must be received within ten (10) days of receipt of the Board's subsequent decision or the Joint Trade Board's initial Award shall be final and binding.

"If the Board decides not to lower the escrow deposit or fails to agree on a request to lower the amount of the case and/or bond that must be furnished pending appeal the Joint Trade Board's initial Award shall still be final and binding, and the balance of the originally awarded amount of cash and/or bond must be received within ten (10) days of receipt of notice of the Board's adverse decision or inaction."

#### SECTION 9. DISTRICT COUNCIL #35 AUTHORIZED TO REMOVE ALL EMPLOYEES

In the event no appeal is made and the damages assessed are not paid, or contractual conditions are not adhered to following the ten (10) day period after receipt of the Joint Trade Board's decision, District Council No.35 is hereby authorized to remove all Employees from all jobs of the Contractor involved in the infraction.



## SECTION 10. ADDITION OF LEGAL EXPENSES TO DAMAGES

- (A.) In the event that damages as determined by a Board decision are not paid within the stipulated time and legal action is necessary, attorney's fees and court costs for said legal action will be added on the damages plus interest in the amount of 1.5% per month up to \$500 and 2% above prime rate per month over \$500 or any other higher amount allowed by law or regulation.
- (B.) Interest will be calculated from the date ten (10) days after receipt of notification by the Joint Trade Board decision.

## SECTION 11. COURT ENFORCEMENT AND LEGAL FEES

- (A.) The UNION and other interested parties may enforce an award of the Joint Trade Board in any court of competent jurisdiction. Such court enforcement may be undertaken even though the UNION is simultaneously withholding employees from the offending Employer and even though the UNION or any other party is simultaneously undertaking any other action to secure compliance with the award.
- (B.) The offending Employer shall pay the reasonable attorney's fees incurred by the UNION and any other interested party in seeking enforcement of an award of the Joint Trade Board.

## SECTION 12. DISTRICT COUNCIL NO. 35, JOINT TRADE BOARD AND ASSOCIATION PROTECTED

Neither the UNION, the Joint Trade Board, the ASSOCIATION nor any independent Employer who is party to this Agreement shall be liable for any actions, including the withholding of Employees taken in good faith for the purpose of enforcing an award of the Joint Trade Board.

## SECTION 13. LIQUIDATED DAMAGES

- (A.) The Joint Trade Board may assess reasonable damages or impose any other reasonable remedy upon an Employer who has violated of this Agreement, whether or not that a particular Section specifically provided for such damages or remedy. The Joint Trade Board is further authorized to impose an administrative charge on any party found to have violated this Agreement.
- (B.) The parties agree and acknowledge that whatever the terms of the Agreement provide for monetary payments to the Joint Trade Board, said payments are in the nature of liquidated damages for breach of the Agreement. Nothing herein contained shall be in violation of the applicable Sections of the National Labor Relations Act of the so-called Taft-Hartley Act or any other federal or state law.
- (C.) The Joint Trade Board shall utilize the damages recovered to satisfy any Employee claims against the offending Employer and to pay any delinquencies due the Funds. The Joint Trade Board shall have authority to expend any remaining monies for such purposes as will in it judgment benefit the Industry including the making of charitable contributions.

## **SECTION 14. COMPLAINANT PROTECTED**

No Employer shall dismiss any Employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement prior to the hearing by the Joint Trade Board of such complaint. Such complainant shall have the protection of the Joint Trade Board. In the event of a refusal of an Employer to give employment, prior to and after hearing. The Employer shall be liable for the pay of such Employee for such time lost.

## **SECTION 15. STEWARD DESIGNATED**

When the Joint Trade Board finds that an Employer is guilty of violating the Agreement, it may, at its discretion, authorize the Union to designate the shop steward who shall be employed by such Employer for a period not exceeding six (6) months, as the Joint Trade Board may decide.

## **ARTICLE XXI SUSPENSION OF CONTRACTOR PRIVILEGES**

- (A.) A contractor who willfully neglects or refuses to come before the Joint Trade Board, or fails to abide by the decision of the Joint Trade Board, may have any privileges, any permits normally issued by the UNION or any other privileges of this Agreement suspended. The Joint Trade Board may request the UNION to withhold Employees. If said Employees are withdrawn, the contractor shall pay full wages and fund payments for such time lost up to a maximum of five (5) working days per Employee.
- (B.) Notwithstanding any other provision in this Agreement, the UNION shall have the power to withhold Employees, upon the recommendation of the Joint Trade Board and shall not be held liable for withholding Employees upon the recommendation of the Joint Trade Board. The UNION hereby agrees to abide by the request within seven (7) days and take such action until such time as the Joint Trade Board decides that the contractor is no longer in violation of this Agreement.

## **ARTICLE XXII MODERNIZING INDUSTRY**

Both parties agree that new ideas and new methods in this age of modern progress will provide material benefit to Employer and Employee alike in future growth and achievement in the painting and glazing industries. Both parties agree that there is a need of a more liberal policy in place to modernize the painting and glazing businesses to stop the decline in work which can be performed under this Agreement and to expand the scope and market for union services.

Therefore, the UNION shall have the sole and exclusive discretion of granting a Memo of Understanding which would provide for alternate wage rates and

conditions on a targeted job basis including maintenance agreements and special winter rates for hotels.

Whenever a more favorable term or condition is found in writing in a National Agreement, applicable work in the jurisdiction of the UNION and brought to the attention of the UNION, the UNION will agree to said condition by way of a contract amendment.

## **ARTICLE XXIII GENERAL SECTION**

### **SECTION 1. INDIVIDUAL ACTS NOT BINDING**

It is expressly understood that an act of any member of the UNION shall not be binding on the UNION unless such act is expressly authorized by said UNION. It is expressly understood that an act of any member of the ASSOCIATION shall not be binding upon the ASSOCIATION unless such act is expressly authorized by the ASSOCIATION.

### **SECTION 2. INVALID PROVISIONS**

If any provision of this Agreement is found invalid by and federal or state law, such invalidation shall not effect any other Sections, not contrary to any Federal or State Laws which other Sections shall remain in full force and effect.

In the event any state or federal wage control agency, board, etc., is instituted which would defer, adjust or eliminate any of the wage rates or fringe benefit contributions contained in this Agreement and said Agency or Board is subsequently terminated prior to the expiration date of this Agreement and if any wage rates or fringe contributions have been deferred, or affected in any way, then and in that case, all denied or affected wage rates or fringe contributions shall be reinstated to their original amounts as negotiated and agreed to under the terms of this Agreement.

### **SECTION 3. REPRODUCING AGREEMENT**

This collective bargaining agreement may be reproduced in any number of copies, each of which shall be considered the original.

## **ARTICLE XXIV SUCCESSOR AGREEMENT**

- (A.) This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns.
- (B.) In the event the Employer's business, in whole or in part, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

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

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

## **ARTICLE XXV TERMINATION OF NEW AGREEMENT**

This Agreement, with any amendment thereof and made as provided for herein, shall remain in effect until midnight on June 30, 2006. Failure of either party to notify the other that it desires to make changes in the Agreement as provided for herein shall result in the Agreement continuing from year to year until notice of desired changes is given by either party in accordance with this provision. Either party wishing to make changes in the Agreement may do so by providing written notice to the other not less than sixty (60) days before the expiration date of the Agreement. Both parties to this Agreement agree to meet on the expiration date of the last working day of this Agreement, if no agreement has been reached prior to that date, and to meet no less frequently than every seven (7) days thereafter even though a strike may be in existence.

**FOR THE PAINTERS & ALLIED TRADES  
DISTRICT COUNCIL NO. 35**

PAUL MacLEAN  
*President*

RALPH HARRIMAN  
*Secretary Treasurer*

JOSEPH CARTER  
*Business Representative*

WILLIAM DOHERTY  
*Business Representative*

JEFF SULLIVAN  
*Business Representative*

CHARLES E. FOGELL  
*Business Representative*

JACK MALONE  
*Business Representative*

JOSEPH ITRI  
*Business Representative*

**FOR THE PAINTING & FINISHING EMPLOYERS ASSOCIATION  
OF NEW ENGLAND, INC.**

HOWARD SOEP  
*President*

THOMAS STEEVES  
*Vice-President*

MAURICE KENEDY  
*Treasurer*

PETER PATCH  
*Secretary*

DOUGLAS G. MARSHALL  
*Executive Vice-President*

**FOR THE GLASS EMPLOYERS ASSOCIATION  
OF NEW ENGLAND, INC.**

SANDY PATRICAN  
*President*

RICHARD MAURO  
*Vice-President*

LARRY MILLER  
*Treasurer*

RICHARD CARVER  
*Secretary*

DOUGLAS MARSHALL  
*Executive Vice-President*

**APPENDIX A**

ARTICLE VII - WAGES, FUND CONTRIBUTIONS, DUES CHECK-OFF, PAC AND ORGANIZING:

ZONE 1

**BRUSH/TAPERS/WALLCOVERERS**

**BELMONT, BOSTON, BROOKLINE, CAMBRIDGE, CHELSEA, DEDHAM, EVERETT, MALDEN,  
MEDFORD, MILTON, REVERE, SOMERVILLE AND WINTHROP ONLY**

	EMPLOYER CONTRIBUTIONS								EMPLOYEE DEDUCTIONS			
	WAGES	SPRAY SANDBLAST	PEN	H&W	ANNUITY	APPR.	IBF	TOTAL PKG	SPRAY	DCO	P/PR	ORG
<b>NEW CONSTRUCTION AND POWER PLANTS</b>												
7/1/02	30.45	31.45	3.45	3.87	3.70	.50	.35	42.32	43.32	3%	.15	.40
1/1/03	30.95	31.95	3.65	4.32	3.80	.50	.35	43.57	44.57	3%	.15	.40
7/1/03	+1.25	-----	-----To Be Determined-----					44.82	45.82	3%	.15	.45
1/1/04	+1.25	-----	-----To Be Determined-----					46.07	47.07	3%	.15	.45
7/1/04	+1.25	-----	-----To Be Determined-----					47.32	48.32	3%	.15	.45
1/1/05	+1.25	-----	-----To Be Determined-----					48.57	49.57	3%	.15	.45
7/1/05	+1.25	-----	-----To Be Determined-----					49.82	50.82	3%	.15	.45
1/1/06	+1.25	-----	-----To Be Determined-----					51.07	52.07	3%	.15	.45
<b>REPAINT</b>												
7/1/02	28.51	29.51	3.45	3.87	3.70	.50	.35	40.38	41.38	3%	.15	.40
1/1/03	29.01	30.01	3.65	4.32	3.80	.50	.35	41.63	42.63	3%	.15	.40
7/1/03	+1.25	-----	-----To Be Determined-----					42.88	43.88	3%	.15	.45
1/1/04	+1.25	-----	-----To Be Determined-----					44.13	45.13	3%	.15	.45
7/1/04	+1.25	-----	-----To Be Determined-----					45.38	46.38	3%	.15	.45
1/1/05	+1.25	-----	-----To Be Determined-----					46.63	47.63	3%	.15	.45
7/1/05	+1.25	-----	-----To Be Determined-----					47.88	48.88	3%	.15	.45
1/1/06	+1.25	-----	-----To Be Determined-----					49.13	50.13	3%	.15	.45

## BRIDGES &amp; TANK PAINTING (Tanks to be effective 7/1/03)

	EMPLOYER CONTRIBUTIONS							EMPLOYEE DEDUCTIONS		
	WAGES	PEN	H&W	ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG
7/1/02	32.66	3.45	3.87	3.70	.50	.35	44.53	3%	.15	.40
1/1/03	33.66	3.65	4.32	3.80	.50	.35	46.28	3%	.15	.40
7/1/03	+1.75	-----To Be Determined-----					48.03	3%	.15	.45
1/1/04	+1.75	-----To Be Determined-----					49.78	3%	.15	.45
7/1/04	+1.50	-----To Be Determined-----					51.28	3%	.15	.45
1/1/05	+1.50	-----To Be Determined-----					52.78	3%	.15	.45
7/1/05	+1.50	-----To Be Determined-----					54.28	3%	.15	.45
1/1/06	+1.50	-----To Be Determined-----					55.78	3%	.15	.45

43 Tapers using power vacuum drywall sanders, bazooka or box and wipers working behind them will be paid \$1.00 per hour above new construction rate. Any Employer found not paying new construction rate on obviously new work shall be required to pay two times the new hourly rate to those Employees involved.

## ALLOCATION TO FRINGES

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9



**BRUSH/TAPERS/WALLCOVERERS**  
**ALL OTHER CITIES & TOWNS IN ESSEX, MIDDLESEX, SUFFOLK, NORFOLK, PLYMOUTH, BRISTOL,**  
**BARNSTABLE, DUKES, NANTUCKET AND WORCESTER COUNTIES**

## EMPLOYER CONTRIBUTIONS

## EMPLOYEE DEDUCTIONS

## NEW CONSTRUCTION AND POWER PLANTS

	SPRAY							TOTAL				
	WAGES	SANDBLAST	PEN	H&W	ANNUITY	APPR.	IBF		PKG	SPRAY	DCO	P/PR
7/1/02	24.66	25.66	3.45	3.87	3.70	.50	.35	36.53	37.53	3%	.15	.40
1/1/03	25.16	26.16	3.65	4.32	3.80	.50	.35	37.78	38.78	3%	.15	.40
7/1/03	+1.25	-----To Be Determined-----						39.03	40.03	3%	.15	.45
1/1/04	+1.25	-----To Be Determined-----						40.28	41.28	3%	.15	.45
7/1/04	+1.25	-----To Be Determined-----						41.53	42.53	3%	.15	.45
1/1/05	+1.25	-----To Be Determined-----						42.78	43.78	3%	.15	.45
7/1/05	+1.25	-----To Be Determined-----						44.03	45.03	3%	.15	.45
1/1/06	+1.25	-----To Be Determined-----						45.28	46.28	3%	.15	.45

## REPAINT

	SPRAY							TOTAL				
	WAGES	SANDBLAST	PEN	H&W	ANNUITY	APPR.	IBF		PKG	SPRAY	DCO	P/PR
7/1/02	22.72	23.72	3.45	3.87	3.70	.50	.35	34.59	35.59	3%	.15	.40
1/1/03	23.22	24.22	3.65	4.32	3.80	.50	.35	35.84	36.84	3%	.15	.40
7/1/03	+1.25	-----To Be Determined-----						37.09	38.09	3%	.15	.45
1/1/04	+1.25	-----To Be Determined-----						38.34	39.34	3%	.15	.45
7/1/04	+1.25	-----To Be Determined-----						39.59	40.59	3%	.15	.45
1/1/05	+1.25	-----To Be Determined-----						40.84	41.84	3%	.15	.45
7/1/05	+1.25	-----To Be Determined-----						42.09	43.09	3%	.15	.45
1/1/06	+1.25	-----To Be Determined-----						43.34	44.34	3%	.15	.45

## BRIDGE &amp; TANK PAINTING (Tanks to be effective 7/1/03)

	EMPLOYER CONTRIBUTIONS						EMPLOYEE DEDUCTIONS			
	WAGES	PEN	H&W	ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG
7/1/02	32.66	3.45	3.87	3.70	.50	.35	44.53	3%	.15	.40
1/1/03	33.66	3.65	4.32	3.80	.50	.35	46.28	3%	.15	.40
7/1/03	+1.75	-----To Be Determined-----					48.03	3%	.15	.45
1/1/04	+1.75	-----To Be Determined-----					49.78	3%	.15	.45
7/1/04	+1.50	-----To Be Determined-----					51.28	3%	.15	.45
1/1/05	+1.50	-----To Be Determined-----					52.78	3%	.15	.45
7/1/05	+1.50	-----To Be Determined-----					54.28	3%	.15	.45
1/1/06	+1.50	-----To Be Determined-----					55.78	3%	.15	.45

Tapers using power vacuum drywall sanders, bazooka or box and wipers working behind them will be paid \$1.00 per hour above new construction rate. Any Employer found not paying new construction rate on obviously new work shall be required to pay two times the new hourly rate to those Employees involved.

## ALLOCATION TO FRINGES

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.

## BRUSH/TAPERS/WALLCOVERERS

## BERKSHIRE, FRANKLIN, HAMPSHIRE AND HAMPDEN COUNTIES OF MASSACHUSETTS

	EMPLOYER CONTRIBUTION							EMPLOYEE DEDUCTIONS				
	WAGES	SANDBLAST	PEN	H&W	ANNUITY	APPR.	IBF	TOTAL	SPRAY	DCO	P/PR	ORG
NEW CONSTRUCTION AND POWER PLANTS												
		SPRAY										
7/1/02	20.28	21.28	3.45	3.87	1.00	.50	.35	29.45	30.45	3%	.15	.40
1/1/03	20.48	21.48	3.65	4.32	1.15	.50	.35	30.45	31.45	3%	.15	.40
7/1/03	+1.00	-----	To Be Determined	-----	-----	-----	-----	31.45	32.45	3%	.15	.45
1/1/04	+1.00	-----	To Be Determined	-----	-----	-----	-----	32.45	33.45	3%	.15	.45
7/1/04	+1.00	-----	To Be Determined	-----	-----	-----	-----	33.45	34.45	3%	.15	.45
1/1/05	+1.00	-----	To Be Determined	-----	-----	-----	-----	34.45	35.45	3%	.15	.45
7/1/05	+1.00	-----	To Be Determined	-----	-----	-----	-----	35.45	36.45	3%	.15	.45
1/1/06	+1.00	-----	To Be Determined	-----	-----	-----	-----	36.45	37.45	3%	.15	.45
REPAINT												
		SPRAY										
7/1/02	17.60	18.60	3.45	3.87	1.00	.50	.35	26.77	27.77	3%	.15	.40
1/1/03	17.80	18.80	3.65	4.32	1.15	.50	.35	27.77	28.77	3%	.15	.40
7/1/03	+1.00	-----	To Be Determined	-----	-----	-----	-----	28.77	29.77	3%	.15	.45
1/1/04	+1.00	-----	To Be Determined	-----	-----	-----	-----	29.77	30.77	3%	.15	.45
7/1/04	+1.00	-----	To Be Determined	-----	-----	-----	-----	30.77	31.77	3%	.15	.45
1/1/05	+1.00	-----	To Be Determined	-----	-----	-----	-----	31.77	32.77	3%	.15	.45
7/1/05	+1.00	-----	To Be Determined	-----	-----	-----	-----	32.77	33.77	3%	.15	.45
1/1/06	+1.00	-----	To Be Determined	-----	-----	-----	-----	33.77	34.77	3%	.15	.45

## BRIDGE &amp; TANK PAINTING (Tanks to be effective 7/1/03)

	EMPLOYER CONTRIBUTIONS						EMPLOYEE DEDUCTIONS			
	WAGES	PEN	H&W ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG	
7/1/02	32.66	3.45	3.87	3.70	.50	.35	44.53	3%	.15	.40
1/1/03	33.66	3.65	4.32	3.80	.50	.35	46.28	3%	.15	.40
7/1/03	+1.75	-----To Be Determined-----					48.03	3%	.15	.45
1/1/04	+1.75	-----To Be Determined-----					49.78	3%	.15	.45
7/1/04	+1.50	-----To Be Determined-----					51.28	3%	.15	.45
1/1/05	+1.50	-----To Be Determined-----					52.78	3%	.15	.45
7/1/05	+1.50	-----To Be Determined-----					54.28	3%	.15	.45
1/1/06	+1.50	-----To Be Determined-----					55.78	3%	.15	.45

Tapers using power vacuum drywall sanders, bazooka or box and wipers working behind them will be paid \$1.00 per hour above new construction rate. Any Employer found not paying new construction rate on obviously new work shall be required to pay two times the new hourly rate to those Employees involved.

## ALLOCATION TO FRINGES

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.

**BRUSH/TAPERS/WALLCOVERERS**  
**VERMONT – COUNTIES OF BENNINGTON, AND WINDHAM**  
**NEW HAMPSHIRE –COUNTIES OF CHESHIRE, HILLSBOROUGH, ROCKINGHAM, AND STRATFORD**  
**MAINE – COUNTY OF YORK**

		EMPLOYER CONTRIBUTION					EMPLOYEE DEDUCTIONS			
NEW CONSTRUCTION AND POWER PLANTS							TOTAL			
	WAGES	PEN	H&W ANNUITY	APPR.	IBF	PKG	DCO	P/PR	ORG	
7/1/02	19.43	3.45	3.87	.50	.50	.35	28.10	3%	.15	.40
1/1/03	19.38	3.65	4.32	.50	.50	.35	28.70	3%	.15	.40
7/1/03	+ .65	-----To Be Determined-----					29.35	3%	.15	.45
1/1/04	+ .60	-----To Be Determined-----					29.95	3%	.15	.45
7/1/04	+ .65	-----To Be Determined-----					30.60	3%	.15	.45
1/1/05	+ .60	-----To Be Determined-----					31.20	3%	.15	.45
7/1/05	+ .65	-----To Be Determined-----					31.85	3%	.15	.45
1/1/06	+ .60	-----To Be Determined-----					32.45	3%	.15	.45
<b>REPAINT</b>		<b>TOTAL</b>								
	WAGES	PEN	H&W ANNUITY	APPR.	IBF	PKG	DCO	P/PR	ORG	
7/1/02	16.75	3.45	3.87	.50	.50	.35	25.42	3%	.15	.40
1/1/03	16.70	3.65	4.32	.50	.50	.35	26.02	3%	.15	.40
7/1/03	+ .65	-----To Be Determined-----					26.67	3%	.15	.45
1/1/04	+ .60	-----To Be Determined-----					27.27	3%	.15	.45
7/1/04	+ .65	-----To Be Determined-----					27.92	3%	.15	.45
1/1/05	+ .60	-----To Be Determined-----					28.52	3%	.15	.45
7/1/05	+ .65	-----To Be Determined-----					29.17	3%	.15	.45
1/1/06	+ .60	-----To Be Determined-----					29.77	3%	.15	.45

## BRIDGES

	WAGES	EMPLOYER CONTRIBUTIONS					EMPLOYEE DEDUCTIONS			
		PEN	H&W ANNUITY	APPR.	IBF	PKG	DCO	P/PR	ORG	
7/1/02	19.43	3.45	3.87	.50	.50	.35	28.10	3%	.15	.40
1/1/03	19.38	3.65	4.32	.50	.50	.35	28.70	3%	.15	.40
7/1/03	+.65	-----To Be Determined-----					29.35	3%	.15	.45
1/1/04	+.60	-----To Be Determined-----					29.95	3%	.15	.45
7/1/04	+.65	-----To Be Determined-----					30.60	3%	.15	.45
1/1/05	+.60	-----To Be Determined-----					31.20	3%	.15	.45
7/1/05	+.65	-----To Be Determined-----					31.85	3%	.15	.45
1/1/06	+.60	-----To Be Determined-----					32.45	3%	.15	.45

49

Tapers using power vacuum drywall sanders, bazooka or box and wipers working behind them will be paid \$1.00 per hour above new construction rate. Any Employer found not paying new construction rate on obviously new work shall be required to pay two times the new hourly rate to those Employees involved.

## ALLOCATION TO FRINGES

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.

## BRUSH/TAPERS/WALLCOVERERS

MAINE - COUNTIES OF ANDROSCOGGIN, AROOSTOCK, CUMBERLAND, FRANKLIN, HANCOCK, KENNEBEC, KNOX, LINCOLN, OXFORD, PENOBSCOT, PISCATAQUIS, SAGADAHOC, SOMERSET, WALDO, AND WASHINGTON  
 VERMONT - COUNTIES OF ADDISON, CALEDONIA, CHITTENDEN, ESSEX, FRANKLIN, GRAND ISLE, LAMOILLE, ORANGE, ORLEANS, RUTLAND, WASHINGTON, AND WINDSOR  
 NEW HAMPSHIRE - ALL COUNTIES OF BELKNAP, CARROLL, COOS, GRAFTON, MERRIMACK, AND SULLIVAN

## EMPLOYER CONTRIBUTION

## EMPLOYEE DEDUCTIONS

## INDUSTRIAL RATE

## POWER PLANTS &amp; PAPER MILLS

	WAGES	PEN	H&W ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG	
7/1/02	18.61	1.72	1.93	.50	.10	.15	23.01	3%	.15	.40
1/1/03	18.77	1.83	2.16	.50	.10	.15	23.51	3%	.15	.40
7/1/03	+ .50	-----To Be Determined-----					24.01	3%	.15	.45
1/1/04	+ .50	-----To Be Determined-----					24.51	3%	.15	.45
7/1/04	+ .50	-----To Be Determined-----					25.01	3%	.15	.45
1/1/05	+ .50	-----To Be Determined-----					25.51	3%	.15	.45
7/1/05	+ .50	-----To Be Determined-----					26.01	3%	.15	.45
1/1/06	+ .50	-----To Be Determined-----					26.51	3%	.15	.45

## COMMERCIAL RATE

## NEW CONSTRUCTION &amp; REPAINT

	WAGES	PEN	H&W ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG	
7/1/02	16.61	1.72	1.93	.50	.10	.15	21.01	3%	.15	.40
1/1/03	16.77	1.83	2.16	.50	.10	.15	21.51	3%	.15	.40
7/1/03	+ .50	-----To Be Determined-----					22.01	3%	.15	.45
1/1/04	+ .50	-----To Be Determined-----					22.51	3%	.15	.45
7/1/04	+ .50	-----To Be Determined-----					23.01	3%	.15	.45
1/1/05	+ .50	-----To Be Determined-----					23.51	3%	.15	.45
7/1/05	+ .50	-----To Be Determined-----					24.01	3%	.15	.45
1/1/06	+ .50	-----To Be Determined-----					24.51	3%	.15	.45

## BRIDGES

	EMPLOYER CONTRIBUTIONS						EMPLOYEE DEDUCTIONS			
	WAGES	PEN	H&W	ANNUITY	APPR.	IBF	PKG	DCO	P/PR	ORG
7/1/02	19.43	3.45	3.87	.50	.50	.35	28.10	3%	.15	.40
1/1/03	19.38	3.65	4.32	.50	.50	.35	28.70	3%	.15	.40
7/1/03	+.65	-----To Be Determined-----					29.35	3%	.15	.45
1/1/04	+.60	-----To Be Determined-----					29.95	3%	.15	.45
7/1/04	+.65	-----To Be Determined-----					30.60	3%	.15	.45
1/1/05	+.60	-----To Be Determined-----					31.20	3%	.15	.45
7/1/05	+.65	-----To Be Determined-----					31.85	3%	.15	.45
1/1/06	+.60	-----To Be Determined-----					32.45	3%	.15	.45

## ALLOCATION TO FRINGES

The union shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.



**APPENDIX B**

ARTICLE VII - WAGES, FUND CONTRIBUTIONS, DUES CHECK-OFF, PAC AND ORGANIZING:

ZONE 1

**GLAZIERS**

**BELMONT, BOSTON, BROOKLINE, CAMBRIDGE, CHELSEA, DEDHAM, EVERETT, MALDEN,  
MEDFORD, MILTON, REVERE, SOMERVILLE AND WINTHROP ONLY**

		EMPLOYER CONTRIBUTIONS					EMPLOYEE DEDUCTIONS				
NEW CONSTRUCTION											
	WAGES	PEN	H&W ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG		
	7/1/02	30.45	3.45	3.87	3.70	.50	.35	42.32	3%	.15	.40
	1/1/03	30.95	3.65	4.32	3.80	.50	.35	43.57	3%	.15	.40
	7/1/03	+1.25	-----To Be Determined-----				44.82	3%	.15	.45	
	1/1/04	+1.25	-----To Be Determined-----				46.07	3%	.15	.45	
	7/1/04	+1.25	-----To Be Determined-----				47.32	3%	.15	.45	
	1/1/05	+1.25	-----To Be Determined-----				48.57	3%	.15	.45	
	7/1/05	+1.25	-----To Be Determined-----				49.82	3%	.15	.45	
	1/1/06	+1.25	-----To Be Determined-----				51.07	3%	.15	.45	

**ALLOCATION TO FRINGES**

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

**STATE PREVAILING RATE JOBS**

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9

## GLAZIERS

ALL OTHER CITIES & TOWNS IN ESSEX, MIDDLESEX, SUFFOLK, NORFOLK, PLYMOUTH (Brockton, Abington, Rockland, Norwell, W. Bridgewater, E. Bridgewater, Bridgewater, Whitman, Hanover, Hansen, Pembroke, Marshfield, Duxbury, Kingston, Plympton, Plymouth) BRISTOL (Easton) Hingham, Halifax, Scituate and All of WORCESTER COUNTY.

NEW CONSTRUCTION	EMPLOYER CONTRIBUTIONS						EMPLOYEE DEDUCTIONS			
	WAGES	PEN	H&W	ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG
7/1/02	24.66	3.45	3.87	3.70	.50	.35	36.53	3%	.15	.40
1/1/03	25.16	3.65	4.32	3.80	.50	.35	37.78	3%	.15	.40
7/1/03	+1.25	-----To Be Determined-----					39.03	3%	.15	.45
1/1/04	+1.25	-----To Be Determined-----					40.28	3%	.15	.45
7/1/04	+1.25	-----To Be Determined-----					41.53	3%	.15	.45
1/1/05	+1.25	-----To Be Determined-----					42.78	3%	.15	.45
7/1/05	+1.25	-----To Be Determined-----					44.03	3%	.15	.45
1/1/06	+1.25	-----To Be Determined-----					45.28	3%	.15	.45

## ALLOCATION TO FRINGES

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.

GLAZIERS

VERMONT - COUNTIES OF BENNINGTON, AND WINDHAM

NEW HAMPSHIRE - COUNTIES OF CHESHIRE, HILLSBOROUGH, ROCKINGHAM, AND STRATFORD

MAINE - COUNTY OF YORK

EMPLOYER CONTRIBUTION

EMPLOYEE DEDUCTIONS

NEW CONSTRUCTION

	WAGES	PEN	H&W	ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG
7/1/02	19.43	3.45	3.87	.50	.50	.35	28.10	3%	.15	.40
1/1/03	19.38	3.65	4.32	.50	.50	.35	28.70	3%	.15	.40
7/1/03	+ .65	-----To Be Determined-----					29.35	3%	.15	.45
1/1/04	+ .60	-----To Be Determined-----					29.95	3%	.15	.45
7/1/04	+ .65	-----To Be Determined-----					30.60	3%	.15	.45
1/1/05	+ .60	-----To Be Determined-----					31.20	3%	.15	.45
7/1/05	+ .65	-----To Be Determined-----					31.85	3%	.15	.45
1/1/06	+ .60	-----To Be Determined-----					32.45	3%	.15	.45

ALLOCATION TO FRINGES

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STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.

## GLAZIERS

MAINE – COUNTIES OF ANDROSCOGGIN, AROOSTOCK, CUMBERLAND, FRANKLIN, HANCOCK, KENNEBEC, KNOX, OXFORD, PENOBSCOT, PISCATAQUIS, SAGadahOC, SOMERSET, WALDO, AND WASHINGTON

VERMONT – COUNTIES OF ADDISON, CALEDONIA, CHITTENDEN, ESSEX, FRANKLIN, GRAND ISLE, LAMOILLE, ORANGE, ORLEANS, RUTLAND, WASHINGTON, AND WINDSOR

NEW HAMPSHIRE – ALL COUNTIES OF BELKNAP, CARROLL, COOS, GRAFTON, MERRIMACK, AND SULLIVAN

## NEW CONSTRUCTION:

	WAGES	PEN	H&W ANNUITY	APPR.	IBF	TOTAL PKG	DCO	P/PR	ORG	
7/1/02	16.61	1.72	1.93	.50	.10	.15	21.01	3%	.15	.40
1/1/03	16.77	1.83	2.16	.50	.10	.15	21.51	3%	.15	.40
7/1/03	+.50	-----To Be Determined-----					22.01	3%	.15	.45
1/1/04	+.50	-----To Be Determined-----					22.51	3%	.15	.45
7/1/04	+.50	-----To Be Determined-----					23.01	3%	.15	.45
1/1/05	+.50	-----To Be Determined-----					23.51	3%	.15	.45
7/1/05	+.50	-----To Be Determined-----					24.01	3%	.15	.45
1/1/06	+.50	-----To Be Determined-----					24.51	3%	.15	.45

## ALLOCATION TO FRINGES

The UNION shall have the option to divert monies from Wages to any of the Funds provided for in this Agreement.

## STATE PREVAILING RATE JOBS

State prevailing rate jobs shall be done at the posted rate(s) except when prohibited under Article VI, Section 9.