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Title: **New York Structural Steel Painting Contractors Association, Inc. and Structural Steel and Bridge Painters of Greater New York, District Council No. 9, International Union of Painters and Allied Trades (IUPAT), AFL-CIO, Local 806 (2000)**

K#: **8490**

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STRUCTURAL STEEL AND BRIDGE PAINTERS OF GREATER NEW YORK, LOCAL UNION No. 806, DISTRICT COUNCIL No. 9, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC,

-and-

NEW YORK STRUCTURAL STEEL PAINTING CONTRACTORS ASSOCIATION, INC.

COLLECTIVE BARGAINING AGREEMENT

October 1, 2000

to

September 30, 2005

ARTICLE I

Section 1. RECOGNITION

The Employer recognizes, acknowledges, and agrees that International Union of Painters and Allied Trades, Local Union No. 806, District Council No. 9 is within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all the Employer's employees wherever such employees may be employed, in the following classifications of work:

Painter and Bridge Painter.

Section 2. JURISDICTION

The terms hereinafter set forth shall apply to the containment of any material (ie: plywood, wood, plexiglass, pipe framed scaffold, etc.) maintenance, rigging, preparation, cleaning, and abatement of all lead based paint and other hazardous coatings, painting or application of protective coatings of every description and all rigging for inspection purposes of the following work in the City of New York (including the Boroughs of Bronx, Manhattan, Richmond, Brooklyn and Queens) and such portions of Nassau, Westchester and Putnam Counties as have been or may be determined by the International Union of Painters and Allied Trades (hereinafter called the IUPAT) to be within the jurisdiction of the Structural Steel and Bridge Painters of Greater New York, being Local Union No. 806, District Council No. 9 of said Union (such Local Union and District Council being hereinafter collectively called the Union) including, without limitation, the Tappan Zee and Bear Mountain bridges in their entirety:

(A) Skeleton structural steel work and in any event the first field coat

on buildings.

(B) All coatings on Structural steel and bridges.

(C) All painting or coating and cleaning work in subways, between the end of one platform to the near end of the platform of the next station, and all work on elevated train structures excluding stations and station platforms.

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

(E) All paint coatings on cement columns and cement piers on bridges and elevated highways. There shall be no restriction with respect to this work on the use of tools.

(F) Manning of all power equipment; including the compressor for blasting, grinding, spraying, water blasting, vacuum blasting, the use of wheelabrators, generators, steel grit recovery units, separators, lead waste vacuum trucks, heaters, decon trailers, wash sinks, man lifts, fork lifts, tuggers & winches, lights & light towers, water blast recovery units and all other equipment used in conjunction with the performance of this work.

(G) The collection, sweeping, clearing, packaging and storing of the sand and any other hazardous or non hazardous waste residue generated by the performance of the work.

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

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

(J) The maintenance, operation, setup, disassembly and relocation of all the equipment necessary to adequately operate and maintain work within the containment enclosure including but not limited to classifiers, dust collections, vacuum systems, pressure vessels steel grit recovery units, separators, lead waste vacuum trucks, heaters, decon trailers, wash sinks, man lifts, fork lifts, tuggers & winches, lights & light towers, water blast recovery units and other equipment used in conjunction and associated support equipment such as but not limited to compressors, generators, coolers, heaters, separators, etc.

Section 3. NON-DISCRIMINATION

(A) Neither party of this Agreement shall discriminate against any employee with respect to employment decisions or terms and conditions of employment by reason of union membership, race, creed, color, sex, age or national origin, disability, sexual orientation, marital status or citizenship.

Section 4. UNION SECURITY

(A) All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hereafter hired shall become and remain members in good standing of the Union as a condition of employment on and after the

eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

(B) The Business Representatives of the Union shall have the right of visitation to all projects on which the Employer employs or intends to employ members of the Union. In the event of Government or owner regulations prohibiting entry to the project, the Employer shall make all reasonable efforts to secure the necessary permission.

(C) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union nor shall there be any discrimination against any employee because of Union membership or activities.

Section 5. SELECTION OF JOURNEYMEN AND FOREMEN

(A) All painting employees shall be selected by the Employer, or his foreman, at the site of the work. The foreman shall be the representative of the Employer under the work. There shall be at least one foreman for each 25 journeymen, and where a gang consists of more than 25 journeymen there shall be an assistant foreman for each additional 25 journeymen or any part thereof. A minimum day's pay for a foreman shall be eight hours pay at the straight time rate for seven hours worked, a minimum day's pay for an assistant foreman shall be 7-1/2 hours pay at the straight time rate for seven hours worked.

Section 6. STEWARDS

One job steward or other representative of the Union shall be designated for each

job or gang by a Business Representative of the Union. This job steward or other representative must be a competent workman and must conduct activities on behalf of the Union so as not to interfere with the job steward or other representative's own work or the other work on the job. This job steward or other representative shall remain throughout the job unless removed by the Joint Trade Board and shall issue no orders with respect to the work as the investigation and handling of complaints is entirely within the province of the Union or its Business Representative. No steward shall be assigned to work in an area where the steward is unable to observe job conditions affecting safety.

Section 7. APPRENTICES

Apprentices shall be employed at not to exceed the ratio of one (1) apprentice to each three journeymen. If a third employee is required to work prior to the commencement of any scheduled shift, then an apprentice shall be selected as such third man provided the apprentice is capable of performing the work to be assigned.

No first year apprentice shall be placed in a shop employing four other such apprentices unless that shop also employs at least one second or one third year apprentice. This rule may be waived when there are no second or third year apprentices available. No apprentice receiving less than 80% of the Journeyman wages shall work by himself on a job.

Section 8. REPORTING OF WORK AND JOB REPORTS

(A) Each Member of the New York Structural Steel Painting Contractors Association, Inc (hereinafter called the Association) and all employers working within the jurisdiction of this Agreement shall report to Local Union No. 806 and the Trust Funds the location of all work at least 24 hours before the work is started, by completing a Job Registration

Form. (Forms to be provided by the Union.)

(B) The parties agree that all work shall be reported on Weekly Job Reports (Forms to be supplied by the Union) in accordance with the Employer's pay period. The Report is to be signed by the Job Steward and a representative of the Employer with a copy to be sent to the union and the Employer.

(C) Failure to comply with the provisions of this Section shall result in automatic fines which will be paid to the Joint Trade Board to be used by them at their discretion. Such penalties shall be in the following amounts: First violation, $1,000.00; Second violation, $3,500.00 third and subsequent violations, $7,000.00.

Section 9. EXCLUSIVE AGREEMENT

No Employer shall be offered or shall accept an agreement covering work in the jurisdiction of Local Union No. 806 more favorable than the conditions set forth herein.

Section 10. PICKET LINES

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 this Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 11. NO STRIKE CLAUSE

There shall be no strikes or lockouts on the work of any Employer who is subject to the terms and conditions of this Agreement, nor shall any of the employees collectively cease such work, except where a party to this Agreement is found in breach of the Agreement or a

decision of the Joint Trade Board orders such cessation of work.

Section 12. JURISDICTIONAL DISPUTES

It is mutually agreed between the parties hereto that in the event of disputes between Trades and disputes relative to questions of jurisdiction, the parties will abide by previous decisions as to jurisdiction published in the latest issue of the Building Trades Employers Association handbook, commonly known as "THE GREEN BOOK."

It is mutually agreed between the parties hereto that disputes between Trades and disputes relative to jurisdiction of Trades not covered by decisions in the latest issue of the B.T.E.A. handbook, commonly known as "THE GREEN BOOK," shall be adjusted in accordance with the principles of the New York Plan for the settlement of jurisdictional disputes as set forth in the Joint Arbitration Plan of the New York Trades as adopted on July 9, 1903 and amended on April 22, 1905, and as thereafter amended except to the extent that Section 3 of said arbitration plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise.

Section 13. EFFECT OF THE AGREEMENT

Acceptance of this Agreement by the Structural Steel Painting Contractors Association, Inc and the Union shall be binding upon such Association and Union and each member thereof. The parties hereto and their respective members further agree that all actions of the Joint Trade Board shall be binding and enforceable as provided by law.

The parties hereby further agree to comply with the provisions of all applicable laws.

Section 14. SUB-CONTRACTING

There shall be no subcontracting of work by an Employer to any member of the

Union or to any contractor not having a collective bargaining agreement with the Union. The Union agrees that if it finds any signatory contractor guilty of accepting subcontracting work, it will impose the maximum permitted by Union Law on such member. If the Joint Trade Board shall find any signatory contractor guilty of violating this prohibition against such subcontractors, it shall impose a mandatory fine of $10,000.00 against such Employer.

Section 15. NON-APPLICABILITY

It is understood and agreed that the International Union of Painters and Allied Trades with which Local Union 806 is affiliated, is not a party of this Agreement or the Agreement and Declaration of Trusts referred herein to above and said International Union of Painters and Allied Trades in no way accepts any liability or obligation under this Agreement and the aforementioned Declarations of Trust.

Section16. DUES CHECK-OFF

(A) Commencing with the payroll week beginning October 1, 2000, the Employer shall check-off each week from the wages of each journeyman and apprentice member of the Union a sum equal to an amount designated by the proper officials of the Union upon thirty (30) days of written notice, which statement shall provide for a percentage of the gross wages of such journeyman and apprentice to be deducted as special administrative dues, except and until changed.

(B) The monies so deducted by the Employer from the gross cash wages of the journeymen and apprentices shall immediately upon such deduction be and remain the property of the Union and all such monies deducted during any calendar month shall be transmitted to the Union by check of the Employer no later that the fifteenth (15th) day of the next succeeding

month.

(C) No Employer shall be obligated to check-off any special administrative dues from any journeyman or apprentice who has not furnished to the Employer a valid authorization for such deduction.

(D) The Union agrees to indemnify and hold harmless any Employer who is required to defend any action or proceeding brought by any employee by reason of his dues having been checked-off

ARTICLE II

Section 1. WAGES AND BENEFITS

The Employer agrees to make the following payments to the journeymen and apprentices employees and to contribute to the various funds as set forth below. All payments to the various funds including dues check off shall be computed on the basis of hours worked except as modified below.

Effective	10/01/00	10/01/01	10/01/02	10/01/2003	10/01/2004
Wages					
(a) Journeyman	36.00	37.00	38.75	40.25	42.00
(b) Power Tool/ Spray Rate	39.00	41.00	43.75	46.25	48.00

(c) Apprentice effective 10/1/00
1st year 40% of Journeyman's rate
2nd year 60% of Journeyman's rate
3rd year 80% of Journeyman's rate

	2000		2001		2002		2003		2004	
	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%
Health & Welfare	$6.12	17%	$6.29	17%	$6.58	17%	$6.84	17%	$7.14	17%
Annuity	3.96	11%	4.07	11%	4.26	11%	4.42	11%	4.62	11%
Vacation	3.60	10%	3.70	10%	3.87	10%	4.02	10%	4.20	10%
Pension	3.00 per hour		3.50 per hour		4.00 per hour		4.50 per hour		5.00 per hour	

Promotion & Apprentice Fund	.72	2%	.74	2%	.97	2.5%	1.01	2.5%	1.05	2.5%
Borrowing Annuity	2.88	8%	2.96	8%	3.10	8%	3.22	8%	3.36	8%
TOTALS	$56.28		$58.26		$61.52		$64.26		$67.37	

Dues Check-Off Pursuant to Article I, Section 16

Note (1) $ .05 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Joint Apprenticeship and Training Fund ("JAATF").
Note (2) $ .05 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Labor-Management Cooperation Fund ("LMCF").
Note (3) $ .05 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Political Action Together Fund ("PAT").

(4) The following amounts per hour shall be forwarded.to the District Council No. 9 Joint Apprenticeship and Training Fund ("JAATF") from the Promotion and Apprentice contribution: Effective 10/1/00: $.20; Effective 10/1/01:$.25; Effective 10/1/02: $.30; Effective 10/1/03 until 9/30/05:$.35.

Section 2. GUARANTEED BENEFITS

(A) During the periods May 1 to November 15 in each contract year except in the final year of this contract when the period runs to September 30, all fringe benefits including vacation pay but excluding pension fund contributions (see Article II, Section 5A) will be paid on the basis of a guaranteed 40 hour workweek regardless of the actual number of hours worked. During the first and last week of employment during the guarantee period, benefits for all employees hired or laid off will be paid only on actual hours worked.

(B) During all other times of the year fringe benefits including pension fund contributions shall be computed and paid on the basis of actual hours worked except that the Employer shall not be required to make fringe benefit fund contributions, excluding IUPAT Pension contributions, in excess of fifty (50) hours per calendar week for any employee covered by this Agreement.

Section 3. OUT OF TOWN WORK

(A) The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union Party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in 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 into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, 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 principle place of business.

(B) The parties agree that if an Employer hires a member of Local Union No. 806 to work outside the territorial jurisdiction of this Agreement then in that event that Employer shall pay all fringe benefits as if the employee worked 40 hours regardless of the actual number of hours worked.

(C) Out of Town Expenses: Employees employed out of town shall receive $ 50.00 per day (not less than $300.00 per week) plus their traveling expenses in addition to their regular compensation.

(D) Geographical Jurisdiction: 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 the persons who are employed the greater percentage of the their time in such area; any others shall be employed only from the contractor's home area.

Section 4. TRUST AGREEMENTS

(A) All references to the welfare, vacation, annuity and apprenticeship fund as well as to the promotion fund in this Agreement are to the funds as established between the Employers and the Union as evidenced by various trust documents which are incorporated into the Agreement and accepted by all parties hereto as though they had actually signed the same.

(B) Enforcement. (1) The Employers shall pay the required contributions to the various trust funds for all Journeymen and registered Apprentices of Local Union No. 806 hired in the jurisdiction of the Agreement and then employed in any part of the United States.

(2) The required contributions hereinabove provided for constitute a consideration for the making of this Agreement and are of its very essence. The Board of Trustees of the various employee fringe benefit funds to which this Agreement requires contributions (the "Trustees") shall forthwith notify the Union, upon discovery, in writing, of the failure of any Employer to pay the required contributions. Failure by any Employer to pay the

amounts due to the Trustees shall be deemed a breach of this Agreement, and in such event the Union must enforce the foregoing and following provisions relating to the payment to the Trustees. In the event that an Employer fails to make the required payments for more than fifteen (15) working days (after due notice) Local Union No. 806 may order its Journeymen and registered apprentices to cease work until the payment has been made. Such Employer must pay all such Journeymen and registered apprentices for all time lost, not to exceed one (1) week's pay per employee. In the event the Employer demands a hearing regarding the delinquency, it will be permitted to continue its jobs, provided it forthwith deposits in escrow with the Trustees an amount equal to 50% of the amounts claimed as delinquent and, in addition, it shall thereafter make weekly payments of contributions to the Trustees until the matter is finally determined. The due date for fringe benefit contributions shall be the fifteenth (15th) day of the month immediately following the month in which a Journeyman works the hour(s) for which the contribution is due. On duly bonded public improvement projects, however there shall be an automatic sixty (60) day extension of the due date. An automatic sixty (60) day extension shall also apply on non bonded projects where the Employer, within fourteen (14) days of the commencement of work on the project, deposits with the Trustees cash, a surety company bond or other acceptable security in the amount of two hundred fifty thousand dollars ($250,000.00) in addition to the security required pursuant to Article Two, Section 7 of this collective bargaining agreement. If no hearing is requested within 10 days of notice, work may be stopped by the union until the open balance is satisfied and penalties are paid.

(3) Liquidated Damages. Any Employer required by this article to pay the required contributions to the various trust funds, including Dues Checkoff and the Industry

Promotion Fund Contribution, to its Journeymen and registered Apprentices or on their behalf for the payroll period immediately preceding, who fails to pay such required contributions within (2) weeks of the date prescribed for their payment shall pay to the trustees as liquidated damages the sum of 10% of the required contributions in addition to the required contributions. If any Employer during the calendar year has failed to pay such contribution within the prescribed date it may be subject to any additional liquidated damages that the trustees shall impose in such cases, including the cost of necessary litigation. It is agreed that the Employers will be bound in all respects by the rules and/or regulations established or to be established by the trustees relating to Employer contributions to the Trust Fund, including rules for resolving any disputes concerning Employer payments or reports to the trustees.

(4) Trust Fund Hearings. Should any Employer, after an audit be held subject to a final assessment on the estimated wage figure as the greater base on which contributions are to be made, it shall be entitled on request to a hearing before the Trustees and an opportunity fully to present all available facts, and be subject to open examination thereon, which may establish actual lower direct labor costs in the circumstances of its particular operations, which would warrant a readjustment of the contribution from the estimated wage figure to the actual total gross earnings figure, as it may appear to the Trustees. On such a hearing the Trustees shall consider the recommendation of the Fund's auditors and any proof that the Employer may offer. If a right to any such readjustment is proven satisfactorily, the Trustees shall remit the assessment of the excess contributions over the percentage contributions of the actual direct labor costs so found. The decision of the Trustees, after such hearing, shall be final and binding upon the Employer. If, after an audit, and a final assessment of further contributions due, the Employer

fails within ten (10) days after written notice thereof given by the Trustees to request in writing a hearing before them as provided above to protest the assessment and to seek readjustment of the base of contributions, the Employer shall be deemed conclusively to have consented thereto, and shall have no further recourse.

Section 5. PENSIONS

The only agreement between the Employer and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

(1) Commencing with the 1st day of October, 2000, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Union and Industry National Pension Fund for each employee covered by this Agreement, as follows:

(2) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution to the above named Pension Fund in accordance with the agreed schedule of rates set forth in Article II, Section 1.

(3) For the purpose of this Article II, Section 5, each hour paid for, including hours attributable to show up time, and hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(4) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes all journeymen and second and third year apprentices.

(5) The payments to the Pension Fund required above shall be made to the

IUPAT Union and Industry National Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though it had actually signed the same.

(6) The Employer hereby irrevocably designates as its representatives on the IUPAT Industry and National Pension Fund Board of Trustees (the "National Trustees") such Trustees who are now serving, or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the National Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

(7) All contributions shall be made at such time and in such manner as the National Trustees require; and the National Trustees may at any time conduct an audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.

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

(9) The Pension Plan adopted by the National Trustees shall at all times conform

with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

Section 6. EMPLOYERS' ACCOUNTING RECORDS

Every Employer shall keep a complete set of books setting forth all business transactions.

The Employers agree to make available to the auditor of the Trust Funds at the Employee location such books and records as required by the Trustees. In the event that an Employer shall refuse or fail to make records available to said auditor upon five (5) days written demand of the Trust Fund or the Joint Trade Board and the auditor so certifies to the Joint Trade Board then the entire amount of the Employer's escrow deposit or bond or other security posted with the Joint Trade Board shall apply and pay the same to the Trust Fund to the credit of the Employer. Failure to keep any of the records required in this Section shall constitute a violation of this Agreement. If any of the foregoing records are not supplied by the Employer to the accountant for the Funds, then the Employer must supply a copy of the corporate or partnership income tax returns for the period under audit.

Section 7. EMPLOYER BONDS

(A) Each Employer shall be required within one (1) week after the signing of this Agreement to deposit with the Trustees of the Employee Benefit Funds either cash or a surety company bond or other acceptable security, in such for and amount as will be acceptable to the Trustees as security for the faithful performance by the Employer of those provisions of this Agreement relating to the payment of any Trust Fund contribution. Such security shall be not less than $25,000.00 unless a different amount is agreed to by the Joint Trade Board. The

Trustees are hereby authorized to levy on such security deposit any sums found by them to be due from the Employer to the Structural Steel Painters Trust Fund (Health and Welfare), Structural Steel Painters Retirement Funds, Local Union No. 806 and the Structural Steel Painting Promotion and Safety Fund.

The Union agrees not to furnish any journeymen, foremen or apprentices to any Employer who has not posted and maintained a security deposit in accordance with this Agreement.

(B) The Trustees shall not accept any bond or other non-cash collateral from any Employer who shall have failed in the past to make payment of any sums found by the Joint Trade Board or the Trustees to be due under this Agreement or under any prior Trade Agreement. In such cases, compliance with the escrow deposit requirements hereof shall be by cash deposits only.

(C) The Trustees may require an increase in a bond of any Employer who has been found guilty of violating the wage or fringe benefits provisions of this Agreement.

(D) In the event that it shall become necessary for the Joint Trade Board, or Trustees of the Funds to bring suit against an Employer to collect unpaid wages and benefits or for violations of the Trade Agreement, the Employer shall provide additional security in such form and amount as the Joint Trade Board, or the Trustees shall determine. Such security shall be in the form of cash, Government Bond, or bank certificate of deposit or increased security bond, as the Board or Trustees in their discretion shall determine, and it shall be deposited by such Employer in escrow to secure payment of such obligations in the future.

(E) Should the Trustees or the Joint Trade Board find an Employer guilty of

violating the wage or fringe provisions of this Agreement, or that the liability or any Employer as a result of any delinquency under this Agreement is greater than the security deposit, the Joint Trade Board, or the Trustees may immediately demand and cause the Employer to increase the security deposit to an amount that will at least cover such liability. In such cases, such additional security shall be held separately in escrow by the Trust Funds as security for the faithful performance by the Employer of the terms of this Agreement. Such additional security or any unexpended portion thereof shall be returned to the Employer at the expiration of this Agreement. The Trustees are hereby authorized for each such Employer's account to pay of such security account any sums found by the Joint Trade Board to be due hereunder from the Employer for unpaid wages, contributions to the Trust Funds, or any other contractual monetary obligations under this Agreement. Within twenty-four (24) hours after notice to any such Employer of such a finding and payment by the Funds out of that Employer's security account, the Employer shall replenish and replace in continuing escrow with the Trust Funds the exact amount thus withdrawn and disbursed on his account.

(F) When the Employer is required by applicable law to post a labor and materials bond, the Employer shall provide to the Union or Trustees a copy of the labor and materials bond within one week after written demand by the Union or the Trustees.

Section 8. NO CONTRACTS WITH DELINQUENT EMPLOYERS

The Union shall not enter into a contract with an Employer who is indebted under the terms and conditions of this Agreement or any prior Trade Agreement by reason of non payment of wages, wage benefits, annuities or liquidated damages assessed and benefits as set forth herein by the Joint Trade Board or the Trustees of the Funds whether such Employer

proposes the making of such contract under his or her own name or under the name of any firm or corporation in which he or she is a principle or has a substantial interest.

Section 9. PRESERVATION OF WORK CLAUSE

(A) To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed 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.

(B) All charges of violations of Section 9(A) of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able at the request of the Union, to require an Employer to pay 1) the effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations and 2) into the effected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the

Joint Trade Board under this Article only through arbitrage, judicial, or governmental (for example, the National Labor Relations Board) channels.

(C) If, after an Employer has violated this Article, the Union and/or 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 Article, that may be available to the Union and/or the Joint Trust Funds.

ARTICLE III

Section 1. JOINT TRADE BOARD

(A) The Joint Trade Board (hereinafter called the "Board") shall be constituted and shall consist of not less than two (2) representatives chosen by the Association in a manner to be determined by it and not less than two (2) representatives chosen by Local Union No. 806 in a manner determined by it. Both the Association and the Union, within one week of the execution of this Agreement, shall notify each other in writing of the names of the individuals designated to sit on such board. In case any of such representatives shall be unable to sit as a member of the Board for any reason the Association or Local Union No. 806, as the case may be, shall appoint a temporary representative to sit in the place and stead of the such regular representative.

(B) The Board shall meet at least once in each calendar year or within two (2) business days on notice from any duly designated Board member. Such notice shall be in writing

and shall set forth the reason or reasons for the meeting and a copy of such notice shall be forwarded to all parties named in the notice by certified mail and shall be effective upon posting.

(C) The Board shall be empowered to consider and decide all questions and disputes arising under this Agreement. A quorum of the Board shall consist of two (2) members. When voting on a question, complaint or finding, the Employers and the Union shall each have one (1) vote and these votes shall be equal regardless of the number of representatives present and voting. All decisions of the Board shall be made in writing and copies thereof mailed to all interested parties within forty-eight (48) hours after the hearing before the Board, unless the Board shall extend such period. In the event the charging party fails to appear before the Board a complaint shall be dismissed. In the event the party charged fails to appear before the Board, the Board shall proceed in that party's absence.

(D) The Joint Trade Board shall have the power to summon before it and to question and examine any Employer or the Union. It shall have the power to require production of books, papers or other evidence it may deem necessary.

(E) The decisions and findings of the Joint Trade Board, including the imposition of penalties, shall be final and binding upon the Association and the Union, all members of each thereof and all interested parties.

(F) Upon the failure of the Joint Trade Board to adjust a grievance or to agree on a decision or finding, the matter shall be promptly submitted to an arbitrator whose decision and finding shall be final and binding upon the Employers or the Union and upon all members thereof, and interested parties thereto.

All penalties derived from the Joint Trade Board, less the reasonable

administrative cost of expenses actually incurred, shall be used to advance the industry to sponsor educational programs for the members of Local Union No. 806 and children within the trade and to aid and assist in the establishment of programs to increase business activity within the industry and develop and maintain maximum job opportunities for those union employees within the City of New York.

(G) Findings and decisions shall be transmitted to the Employer and to Local Union No. 806 and each obligates itself to enforce such findings and decisions as the case may be.

Section 2. RULES AND REGULATIONS

The Joint Trade Board may from time to time develop, publish and put into effect such rules and regulations as may be necessary or proper to provide for the health and safety of employees covered by this Agreement.

Section 3. VIOLATIONS AND PENALTIES

The Board or any of its members shall have the power to require the production before it of such records and witnesses as it may determine to be proper and necessary to enable it to arrive at a decision on any matter which is the subject of a complaint or inquiry.

The Board shall also have the power, in the event of violation of any of the provisions of this Agreement or the attached Working Rules, but only after due notice and hearing, to impose such penalty upon any of the parties to the dispute as will tend to prevent the recurrence of such violation.

The parties agree that in the event the Board imposes a fine for any violation of this Agreement or the Working Rules, which fine will be as set forth below, and said fine is not

paid within seven (7) days of notice of said fine, the Union agrees to stop all work of the Employer involved until such time as the fine is paid. It is agreed that in cases of fines against an Employer the bond posted by such Employer shall be called in the event the fine is not paid within twenty-four (24) hours of the stoppage of work.

ARTICLE IV

Section 1. REGULAR WORK DAY, WEEK AND HOURS

Seven (7) hours work shall constitute the regular work day and thirty-five (35) hours, Monday to Friday, shall constitute the regular work week. The regular work hours shall be those times between 8:00 a.m. and 11:50 a.m. and between 12:30 p.m. and 3:20 p.m., Monday to Friday, inclusive. All wages for work performed outside these hours, including work performed between 11:50 a.m. and 12:30 p.m., shall be paid at the rate of time and one half.

Section 2. SHIFT DIFFERENTIAL

If an Employer who has an existing first shift decides to work a second shift with employees other than from the first shift consisting of at least one (1) journeyman and two (2) apprentices all employees who work the second shift will be paid at 10% of the base wage shift differential in lieu of overtime as provided in Section 3. If the Employer decided to work a second shift on Saturday or Sunday all employees who work will be paid at a 10% differential of their overtime rate of time and one half.

Section 3. OVERTIME

Except for a regular work week scheduled second shift as set forth in Section 2, employees shall be paid at the rate of time and one half for all work performed beyond the seven (7) hour regular work day as set forth in Article IV, Section 1 and for all work on Saturdays and

Sundays. Employees shall be paid at the double time rate for all work on the following holidays:

New Year's Day
Decoration Day
Fourth of July
Thanksgiving Day
Christmas Day
No work shall be performed on Labor Day

Section 4. WORK DAY

All employees covered hereby shall be paid at hourly rates. It is the intention, however, that the employees must by kept through each regular work day of employment, except at the start and finish of a job, or when prevented by weather conditions or other circumstances beyond the control of Employers and employees such as the job being stopped by the job inspector.

Section 5. PAY DAY

Employees shall be paid by check weekly on the job during the regular payday designated by the Employer at the start of the job. The name and address of the Employer shall appear on each pay check.

If the employees are not put to work on a normal payday due to the weather or other legitimate cause and are required to wait for their pay beyond 12:00 noon, they shall be paid two (2) hours regular pay on their next payday. In the event that an employee is not present on such regular payday, then the Employer has the option of paying said employee by check on a later date without penalty of any kind.

If the employee's pay was not available on this regular payday by noontime and

the employee has to come to work on Friday solely for the purpose of picking up pay, the employee shall be paid two (2) hours at the straight time rate.

If employees are compelled to go from the job to the office of their Employer for their pay, they shall be paid the time consumed in doing so by the shortest possible route and by a regular public conveyance and also for the fare paid by them. If the employees shall not be paid by their Employers during the usual working hours, they shall receive two hours pay.

Section 6. LAY OFF

Employees who quit work shall wait for their pay until the next regular payday. Employees discharged or laid off shall be paid in full on the job at the time of discharge or layoff or if they are required to go to the office of the Employer for their pay they shall be given a written statement of the pay due them which shall include one hour's pay in addition to the time worked and which statement shall be given to the employee on the job. If an employee is discharged or laid off and is not paid, the employee shall receive waiting time until paid.

In any event, laid off employees shall finish their day no later than 2:00 p.m. This rule shall apply only if the job and the Employer are located within the City of New York.

Section 7. LUNCH TIME/BREAK TIME

At the Employer's option the employees can be required to eat their lunch on the structure, or work through their lunch break. In such cases the employees shall be compensated by being paid their forty minute lunch break at the overtime rate of time and one half for a total of sixty (60) minutes.

Section 8. COFFEE BREAK

All employees shall receive a 10 minute coffee break between 9:00a.m. and

10:00a.m. on a regular 7 hour work day. All employees working more than a 7 hour regular work day shall receive an additional 10 minute coffee break in the afternoon.

Section 9. SHOW UP TIME

If an employee is ordered to report to work and who, through no fault of the employee, weather permitting, is not put to work, the employee shall receive two hours pay at the straight time rate. When journeymen shall be required to go from yard to job or from job to job during their working hours, they shall be paid for the time consumed by them in doing so, plus fare paid by them. In the event an employee's travel on an Employer's behalf extends the employee's work day beyond the regular work day (as defined in Article IV, Section 1) the employee shall be compensated at the rate of time and one half for wages and fringe benefit contributions for the time beyond the regular work day.

ARTICLE V

Section 1. TOOLS

The brush roller applicator and the mitt are tools of the trade and may be used at the discretion of the Employer

(A) The use of wool mitts of reasonable size shall be permitted for painting cables and similar shapes on bridges so long as the employee is paid at the power tool rate, where necessary to minimize splattering of paint on cars using the roadways. The use of wool mitts of reasonable size shall be permitted on elevators at the regular rate providing that an old-timer is employed on the job.

(B) Brushes shall not exceed 4½ inches in width nor more than 4½ inches if round or oval brushes are used on steel.

(C) Cleaning materials, gloves and clothing shall be supplied by the Employer for work on special coatings. (The Joint Trade Board shall prepare and distribute a list of all special coatings.)

Section 2. SPRAY GUNS AND POWER TOOLS

(A) Spray guns shall not be used without the consent of the Joint Trade Board in accordance with such regulations as the Joint Trade Board shall prescribe. Spray permits are to be agreed to by the Joint Trade Board prior to the Employer bidding on any job. There shall be no discrimination against any employee refusing to spray. Spraying without permit fines shall be as follows: $2,000 first offense, $4,000 second offense, $6,000 third offense. Fines for violation of this section subsequent to the third offense shall be established by the Joint Trade Board. All employees on the job shall be paid $5 per hour over the regular rate during time when spraying was being done illegally.

(B) Sandblasting or power tools may be used at the option of the Employer

(C) Qualified journeymen or apprentices shall be employed whenever the Employer is sandblasting utilizing a compressor, sandblast pot or other related equipment. Whenever more than two journeymen are earning a power tool rate, then the job steward shall receive such rate while work is being performed.

ARTICLE VI

Section 1. WORKING CONDITIONS

Until such time as changed by the Joint Trade Board the following conditions shall remain in effect:

(A) The Employer shall furnish fresh drinking water during working hours and

shall supply a standard type commercial sanitary water container manufactured for that purpose which dispenses water through a spigot and also paper cups in a commercial cup dispenser.

(B) If five or more employees are employed on the job, they are to be provided with a suitable dry, watertight place in which to change their clothes, separate from the paint and tool shop. Each shanty shall be provided with benches with no less than three feet of wall space for each employee for proper dressing facilities and shall be raised sufficiently off the ground, to keep the floor dry. Heated dressing areas shall be provided during the winter period.

(C) The Employers shall furnish a sufficient supply of clean pails of water, soap powder and clean sterilized white rags to provide adequate facility for clean washing. Ten minutes shall be allowed for washing, at the lunch period if the employees are brought in, and at quitting time. The Employers shall further provide all substances required for adequate cleaning following employee exposure to lead, adequate washing stations and showers.

(D) Each Employer shall supply burlap covering for scaffolds where necessary for safety.

(E) Employers shall provide adequate safety equipment and first aid kits. The names, addresses and telephone numbers of doctors available for first aid shall be posted on all jobs.

(F) Sanitary toilet facilities shall be available on all jobs.

(G) The Employer agrees to provide protective clothing when using substances designated by the Joint Trade Board.

(H) The labeling of original containers or materials to show the ingredients

thereof, such as material safety data sheets, is favored.

(I) It shall be the duty of the Foreman to enforce the use of safety belts or harnesses and to discharge any employee refusing to wear and properly use a safety belt or harnesses where required by law or regulations.

(J) Employees who are under the influence of drugs or alcohol during working hours, or report in an intoxicated condition shall be summarily discharged. They shall only be paid for hours worked up to the time of discharge. Employees leaving the job without permission of the foreman shall be summarily discharged and only paid up to the time of discharge. In each instance, the facts should first be verified by the foreman and a witness who preferably should be the steward. In all cases the discharged employee may be paid by check through the mail.

(K) Employers are required to comply with all applicable Federal, State and local health and safety laws and regulations.

Section 2. MANDATORY TESTING

The parties agree that prior to beginning work for any employer, each journeyman and apprentice will be required to be tested for blood lead level (BPL), pulmonary function, and zinc protoporphyrin (ZPP).

The complete lead assessment program for Local Union No. 806 painters covered by this Agreement will be set up and administered by the Joint Trade Board and will be as set forth in the agreement with the National Testing Laboratories, Inc. (NTL).

The Joint Trade Board has contracted with NTL to conduct such assessments in accordance with applicable Federal, State and local laws and regulations. All employers will

provide a suitable facility for testing at the job site.

ARTICLE VII

Section 1. SAVINGS CLAUSE

In case any provisions of this Agreement, or the attached working rules or of any decision or order of the Joint Trade Board hereunder shall be determined to be illegal and of no effect by a court of competent jurisdiction, such holding shall not invalidate such part or parts thereof not found to by illegal and of no effect, but such part or parts shall remain in full force and effect.

Section 2. EVASION OF STANDARDS

No Employer shall attempt to engage in any work covered by this Agreement through the use of any other business or corporation which the Employer or any of its principles own, control or significantly influence the policy of, except that Employers may use joint ventures with other Employers so long as the Union has been advised of such joint ventures prior to it beginning any work.

Section 3. DURATION

This Agreement supercedes and replaces any and all previous agreements between the parties and shall be effective October 1, 2000 and will continue in effect until September 30, 2005. Either party desiring to renew this Agreement in its present form or with changes or amendments, shall make such intention known in writing within ninety (90) days prior to termination of this Agreement. In the absence of such notice, the Agreement shall automatically renew for one additional year.

Nothing contained in this Agreement shall be interpreted to prevent discussions by

the parties and modification of this Agreement with respect to technological changes in the structural steel and bridge painting industry. The parties shall also have the right, with the approval and consent of the Trustees, and, with respect to the IUPAT Industry and National Pension Fund, the National Trustees, to modify the provisions of Article II, Secs. 4 through 7, inclusive, as deemed prudent for the efficient operation of the various employee fringe benefit trust funds. Nothing contained in this paragraph, however, shall permit any Employer nor the Association to alter or avoid paying wages or fringe benefit contributions or complying with any provision set forth in this Agreement other than those regarding technological changes or trust fund administration as set forth in this Section.

Under no circumstances shall the parties agree to delete any provision of this Agreement that is mandatory as set forth in the IUPAT Constitution. In the event any such mandatory provision has been omitted or in the event the IUPAT creates additional mandatory provisions, such provisions shall be deemed incorporated into this Agreement without further negotiation.

The within Agreement is hereby adopted and approved as of October 1, 2000 and shall continue in full force and effect until September 30, 2005.

LOCAL UNION NO. 806,
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES,
AFL-CIO, CLC

By: _____
John Strika, President

_____
John Babajko, Recording Secretary

NEW YORK STRUCTURAL STEEL PAINTING
CONTRACTORS ASSOCIATION, INC.

By: _____
Gregory Campbell, President

COMPANY: _____

By: _____
President, Principle or
Chief Operating Officer

Approved this _____ day of _____, 2000

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES

By: _____
Vice President

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