

# **WORKING AGREEMENT**

**Between**

**PAINTERS, DRYWALL FINISHERS,  
GLAZIERS AND ALLIED TRADES  
DISTRICT COUNCIL 11**

**of the**

**INTERNATIONAL UNION  
OF PAINTERS AND  
ALLIED TRADES, AFL-CIO**

**and the**

**PAINTING, DECORATING,  
DRYWALL FINISHING,  
GLASS AND GLAZING  
CONTRACTORS**

**of Connecticut, Massachusetts,  
and Rhode Island**

**June 1, 2017 – May 31, 2021**

# TABLE OF CONTENTS

	PAGE
AGREEMENT AND PREAMBLE .....	1
ARTICLE I RECOGNITION CLAUSE .....	1
ARTICLE II WORK JURISDICTION .....	1-6
ARTICLE III UNION SECURITY CLAUSE.....	6-7
ARTICLE IV OUT OF AREA WORK CLAUSE.....	7-8
ARTICLE V SUPPORT OF PRIMARY ACTIVITY.....	8
ARTICLE VI TERRITORIAL JURISDICTION .....	9
ARTICLE VII JOB REGISTRATION.....	9
ARTICLE VIII HOURS OF WORK.....	9-10
ARTICLE IX BRIDGE PAINTING .....	10
ARTICLE X APPRENTICE BENEFITS AND RATIOS.....	10-11
ARTICLE XI FRINGE BENEFIT CONTRIBUTIONS.....	11-14
ARTICLE XII CENTRAL COLLECTION SYSTEM.....	14
ARTICLE XIII PAYMENT OF WAGES.....	15
ARTICLE XIV MARKET RECOVERY / WAGE RATES .....	16
ARTICLE XV EMPLOYER CONTRIBUTIONS & PAYROLL DEDUCTIONS .....	16-23
ARTICLE XVI UNION REPRESENTATION.....	23-24
ARTICLE XVII INSURANCE.....	24
ARTICLE XVIII SAFETY .....	24-25

ARTICLE XIX	NO SUBCONTRACTING CLAUSE .....	26
ARTICLE XX	PRESERVATION OF WORK .....	26-27
ARTICLE XXI	FUNCTION OF MANAGEMENT .....	27
ARTICLE XXII	DISPUTE RESOLUTION .....	28-30
ARTICLE XXIII	GENERAL SAVINGS CLAUSE .....	30
ARTICLE XXIV	DURATION CLAUSE .....	30
	ACCEPTANCE OF AGREEMENT .....	31
ADDENDUM I	GLAZIERS .....	1-5
ADDENDUM II	CONNECTICUT PAINTERS, PAPERHANGERS & TAPERS...	1-5
ADDENDUM II	APPENDIX A (Paperhangers Piece Work) .....	6
ADDENDUM III	RHODE ISLAND PAINTERS, PAPERHANGERS & TAPERS..	1-5
ADDENDUM III	APPENDIX A (Paperhangers Piece Work) .....	6

# **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of June 2017, and is effective until May 31, 2021.

## **P R E A M B L E**

It is the intent and purpose of the parties to this Agreement to promote harmonious cooperation between the Union, Employer, and Employees, to provide orderly collective bargaining relations between the Union, Employer, and Employees, to provide a procedure for the prompt, fair, and peaceful adjustment of all disputes or differences which might arise from time to time, and to provide for the operation of the business of the Employer by methods which will further, to the fullest extent possible, efficiency of operation, quality, and quantity of performance and the protection of the property of the Employer, and that there shall be no interference with the operation of the business of the Employer during the term of this Agreement.

Each of the parties to this Agreement agrees that it is the duty of the Union, Employer, and Employees to cooperate faithfully, fully, and individually and collectively in the observance of the provisions of this Agreement.

## **ARTICLE I**

### **RECOGNITION CLAUSE**

The Employer hereby recognizes IUPAT District Council 11 as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

## **ARTICLE II**

### **WORK JURISDICTION**

This District Council shall have jurisdiction over all workers engaged in: all painting, decorating, coatings applications and wall covering, all levels of drywall and wall finishing, any and all labor, material, tools or equipment for preparatory work or surface treatment work in relation to painting, decorating and coatings applications, wall covering, drywall and wall finishing,

glazing, architectural metal and glass work, paint and coatings manufacturing, sign, convention and display work, show decorators, scenic artists and designers, metal polishers, civil service, public and professional employees, book binding, maintenance work, chemical, clerical and warehouse workers, any and all units, as well as apprenticeable crafts, that have historically been part of this District Council and any and all work as may be obtained and maintained through organizing and collective bargaining. Such work shall include, but is not limited to:

**(a) PAINTERS**

Work will include, but not be limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating resinous flooring, chemical resistant flooring, impact resistant flooring, thermal shock flooring and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fibreglassing, E-Glass fibreglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences, buildings, structures, industrial, power, chemical and manufacturing plants, bridges, tanks, vats, pipes, stacks, light and high tension poles, parking, traffic and air strip lines, trucks, automobile and railroad cars, ships, aircrafts, and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, alkyds, epoxies, epoxy injection and T-Lock welding, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and coating systems during their applications will be performed by members of this District Council.

**(b) WALL COVERING**

Work will include, but not be limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micor fibreglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories; (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

**(c) DRYWALL FINISHING**

Work will include, but not be limited to: (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard

taping and finishing, fire taping and all firestopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, installation and finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes; (2) All stucco and dryvit systems will be performed by members of this District Council.

**(d) GLAZING, ARCHITECTURAL METAL AND GLASS WORKERS**

General glazing will include, but not be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtainwall systems, window wall systems, suspended glass systems, louvers, skylights, entranceways including automatic doors, patio doors, store fronts, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing system and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons. Art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures; (2) the installation of the above systems materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit, or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, showcase doors, all handrails and relative materials, including those in any or all types of building related to store fronts, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above; (5) bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers, and glaziers in lead or other metals, the fabrication and distribution of all glass and glass-related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this District Council.

**(e) PAINT MAKERS**

Will include, but not be limited to all workers engaged in the mixing, testing, preparing and/or manufacturing of paint, coating, caulking, putty, sealants, etc. and handling of lead, color, oil, lacquer, varnish, synthetic resin, acrylic paints and coatings, etc., including any and all materials for the same.

**(f) SIGN AND DISPLAY**

Sign and display painters' work shall include, but not be limited to: (1) the making and installation of all signs and servicing of same, designing, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand brush, roller, spray, mechanical or computer-aided and by any other method or process pertaining to same; (2) they shall have control of all branches, methods and processes of screen process work; tube bending and display work such as creating, designing, building and finishing of all display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand, mechanical or computer aided or by any other method or process pertaining to same; (3) the construction, erection and maintenance of all billboards and all communication advertising will be done by members of this District Council.

**(g) DISPLAY CONVENTION AND SHOW DECORATORS**

The display convention and show decorators' work will include, but not be limited to: (1) the delivery, loading and unloading and the installation and removal of all exhibits (floor to ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: trade show and convention booth assembly and disassembly; installation and removal of interior and exterior decorations, flags, drapes and other display materials, uncrating, assembly, installation, removal, disassembly and recrating of all commercial exhibits; (2) the installation and dismantling of furniture owned by the employer, the installation and removal of floor coverings and special event displays; (3) the construction, preparation, erection and maintenance of all signs, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays and pattern and sketch making, scale model making, the preparation of training aids and mockups and application of plastic, scotchlite and similar reflective materials.

**(h) SCENIC ARTISTS AND DESIGNERS**

Scenic artists' and designers' work will include, but not be limited to: models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate stage, motion picture and TV settings, mural paintings, display creations, costumes and the art of make-up and all its various effects. Any printing and graphic design banners, letterheads, envelopes, offset and digital print shop/one to six color offset printing, high speed digital, black and white, also color large format posters, banners and vinyl banners, mailing and fulfillment services, and graphic design services.

**(i) METAL POLISHERS**

Metal polishers' work will include, but not be limited to: new construction and existing sites consisting of metal polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring, lacquering, spraying, application of vinyl coatings, cleaning, polishing and finishing of ornamental and architectural iron, bronze, brass, nickel, aluminum, stainless steel and all metal specialty work.

**(j) ALL TOOLS, EQUIPMENT AND MATERIAL**

(1) the handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this District Council in performing their trade or work; (2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the District Council's jurisdiction; (3) tools, material and equipment, as used herein, shall include, but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive, shot, bead, water and related blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all types and sizes of compressors.

**(k) RELATED WORK**

Members of this District Council shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any type of debris caused by or during the preparation and/or application of any work described in this Section.

**(l) TECHNOLOGICAL IMPROVEMENTS, ADVANCEMENTS, NEW OR SUBSTITUTE SYSTEMS OR PROCESSES AND/OR NEW OR SUBSTITUTE MATERIALS**

The jurisdiction of this District Council shall include and extend to any and all new or substitute system or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

The foregoing is not all inclusive and may be enlarged or otherwise changed by the action of the General Executive Board. Such changes shall automatically become part of this Agreement when enlarged or otherwise changed by action of the General Executive Board or the General Convention. The parties to this Agreement agree to adhere to all changes made, by mutual consent, in accordance with this Section.

**(m) LETTER OF ASSIGNMENT**

The Employer agrees that whenever it is awarded any construction work, it shall, immediately upon notification of the award, provide a "Letter of Assignment" of the job upon request by the Union, specifying its location, the scope of work to be performed, the approximate number of employees covered by this Agreement expected to be employed on the job and the approximate dates of performance. This notice shall specifically state the work that is being assigned to the Union and the employees covered by this Agreement.

**ARTICLE III  
UNION SECURITY CLAUSE**

**SECTION 1.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. In the event that a workman fails to render the application processing fee or that a member of the Union 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(s) within forty-eight (48) hours (Saturdays, Sundays, and Holidays excluded) for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph, and the Employer shall discharge such workers at the end of such period.

**SECTION 2.** In the employment of workers for all work covered by this Agreement, the following provisions shall govern:

**SECTION 2(a)** When the Employer needs additional or new employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants consistent with this Agreement. The Employer shall not be required to hire those referred by the Union.

**SECTION 2(b)** Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time with a twenty-four (24) month period, his or her referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

**SECTION 2(c)** A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or arbitrator shall be final and binding.

**SECTION 2(d)** The provision in subsections (b) and (c) notwithstanding, a Termination Review Committee, composed of the members of District Joint Trade Board [or, alternatively, if there is no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association”] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

**SECTION 2(e)** When exercising their right to hire employees from any source, the Employer agrees to give preference to those applicants who have exhibited experience that can be documented by:

- (1) A satisfactory work history performing the available work with said Employer.
- (2) A reasonably active work history performing the available work under the terms and conditions of this Working Agreement.
- (3) A reasonably active work history performing the available work.
- (4) Successful participation annually in two classes designated by the STAR Committee.

**SECTION 2(f)** If workers are so employed, the Employer shall, within twenty-four (24) hours, report to the Union or its agent such workers by name and social security number.

**SECTION 2(g)** When employing workers, the Employer shall notify the Union within twenty-four (24) hours giving the worker’s name, social security number, address, telephone number and employment location.

**SECTION 2(h)** The Employer has the right not to hire any applicant for employment and to fire any employee for just cause.

**SECTION 3.** In the event that any Employer violates any of the provisions of this Section, the Union may resort to all available legal or economic recourse including cancellation of this Agreement, notwithstanding any other provisions of this Agreement.

## **ARTICLE IV**

### **OUT OF AREA WORK CLAUSE**

**SECTION 1.** 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.

**SECTION 2.** When an Employer or contractor from an area outside the geographical jurisdiction of District Council 11 is engaged in work within the geographical jurisdiction of District Council 11, he shall employ no less than fifty (50%) of the employees employed on such work from among 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 Employer's home area.

**SECTION 3.** 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 IUPAT affiliated union 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 no affiliated union has an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contribution paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for the settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.

## **ARTICLE V**

### **SUPPORT OF PRIMARY ACTIVITY**

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

**ARTICLE VI**  
**TERRITORIAL JURISDICTION**

District Council 11 territorial jurisdiction is as follows: all cities and towns in the State of Connecticut and Rhode Island inclusive, and Fishers Island. Glaziers' Massachusetts jurisdiction is as follows: the Counties of Dukes, Barnstable, Bristol, Nantucket, Franklin, Hampden, Berkshire and Hampshire.

**ARTICLE VII**  
**JOB REGISTRATION**

Employers shall register all jobs prior to starting, including out-of-area jobs, whether residential, commercial, or industrial by either, phone, fax or e-mail with the District Council 11 office. Any employer failing to do so may be found in violation by the District Council 11 Joint Trade Board.

**ARTICLE VIII**  
**HOURS OF WORK**

**SECTION 1.** The regular work day shall be eight (8) hours, from 7:00/8:00 a.m. to 11:00/12:00 noon and 11:30/12:30 p.m. to 3:30/4:30 p.m. One-half (1/2) hour from 11:00/12:00 noon to 11:30/12:30 p.m. shall be observed as the lunch period. The regular work week shall be forty (40) hours, Monday through Friday, beginning at 7:00/8:00 a.m. on Monday and ending at 3:30/4:30 p.m. on Friday.

**SECTION 2(a).** All hours in excess of the regular work day and work week and all work performed outside of the regular work day or week shall be considered overtime. Overtime on days recognized as regular work days or on Saturdays shall be paid for at the rate of one and one-half times the regular rate. Overtime on Sundays and Holidays shall be paid at the rate of double time.

**SECTION 2(b).** Glaziers only - When working with a composite crew and the other Trade has this particular benefit in their contract.

- (i) Monday through Friday: Hours worked beyond the normal 8 hour day shall be paid at time and one-half (1 ½) for the first 2 hours and double time thereafter. Hours worked beyond 8 hours on second or third shift shall be paid at time and one-half (1 ½) for the first 2 hours and double time thereafter.
- (ii) Saturdays: Hours worked on Saturday shall be paid at time and one half (1 ½) for the first 8 hours and then double time thereafter.
- (iii) Sundays and holidays: Hours worked on Sunday and holidays shall be paid double time.

**SECTION 3.** All shift rates shall be paid as stated in the applicable Addendum.

**SECTION 4.** Employees shall be given forty eight (48) hours notice before being required to change shifts. If not, regular overtime rules will apply.

**SECTION 5.** There shall be a thirty (30) minute lunch period allowed on all shifts.

**SECTION 6.** Coffee breaks will be allowed in accordance with the applicable Addendums.

**SECTION 7.** All overtime shall be reported to the District Council office either by phone, fax or e-mail. All overtime shall be distributed equally, if possible, to all workers currently working on the project where the overtime is to be worked. The Steward shall enforce this provision and be included in all overtime work.

**SECTION 8.** There shall be at least one (1) Foreman to every five (5) working members on the job or fraction thereof.

**SECTION 9.** Whenever the Employer deems it necessary to employ a General Foreman on any particular project, the General Foreman shall be a member of District Council 11 and the General Foreman (except in emergencies or in the absence of the General Foreman) is the only representative of the Employer who shall issue instructions to the Foreman.

## **ARTICLE IX**

### **BRIDGE PAINTING**

Bridge painting shall be performed under the terms and conditions of the District Council 11 Bridge Agreement.

## **ARTICLE X**

### **APPRENTICE BENEFITS AND RATIOS**

**SECTION 1.** Apprentice Pension and Annuity hourly contribution rates

#### **First Year Apprentices**

<b><u>Effective Date</u></b>	<b><u>Pension</u></b>	<b><u>Annuity</u></b>
June 1, 2017	\$1.15	\$0.30
June 1, 2018	\$1.30	\$0.30
June 1, 2019	\$1.50	\$0.30
June 1, 2020	\$1.50	\$0.30

**Second Year Apprentices**

<u>Effective Date</u>	<u>Pension</u>	<u>Annuity</u>
June 1, 2017	\$1.45	\$0.50
June 1, 2018	\$1.60	\$0.50
June 1, 2019	\$1.90	\$0.50
June 1, 2020	\$1.95	\$0.50

**Third Year Apprentices**

<u>Effective Date</u>	<u>Pension</u>	<u>Annuity</u>
June 1, 2017	\$1.80	\$0.65
June 1, 2018	\$1.95	\$0.65
June 1, 2019	\$2.25	\$0.65
June 1, 2020	\$2.50	\$0.65

Fourth year apprentices shall receive full fringe benefits for all hours worked.

\*As required by law, all apprentices must receive full fringe benefits while working on Prevailing Wage Projects.

**SECTION 2.** Ratio of Apprentices: Every Employer who employs three (3) or more journeymen shall employ at least one (1) apprentice. The F.T.I.S.N.E. will establish the ratio and maximum number of apprentices per Employer in addition to the above (see addendums for appropriate rates).

**SECTION 3.** All working rules and regulations governing apprentices other than those contained in this Agreement shall be as set forth in District Council 11's F.T.I.S.N.E. Standards.

**ARTICLE XI**

**FRINGE BENEFIT CONTRIBUTIONS**

Employers hereunder shall make contributions to the fringe benefit trust funds enumerated, hereinafter referred to as the "Funds," in the amounts set forth below for each hour worked by each employee covered under this Agreement on and after the effective dates indicated:

***International Union of Painters and Allied Trades Union and Industry Pension Fund***

<u>Effective Date</u>	<u>Hourly Contribution Rate</u>
June 1, 2017	\$5.95
June 1, 2018	\$6.10
June 1, 2019	\$6.40

June 1, 2020 \$6.70

*International Union of Painters and Allied Trades Union and Industry Annuity Fund*

<u>Effective Date</u>	<u>Hourly Contribution Rate</u>
June 1, 2017	\$3.00
June 1, 2018	\$3.25
June 1, 2019	\$3.50
June 1, 2020	\$3.75

*District Council 11 Health & Welfare Fund*

<u>Effective Date</u>	<u>Hourly Contribution Rate</u>
June 1, 2017	\$10.25
June 1, 2018	\$10.40
June 1, 2019	\$10.60
June 1, 2020	\$10.80

*Finishing Trades Institute of Southern New England*

<u>Effective Date</u>	<u>Hourly Contribution Rate</u>
June 1, 2017	\$1.25
June 1, 2018	\$1.30
June 1, 2019	\$1.30
June 1, 2020	\$1.30

*District Council 11 STAR Program Fund*

<u>Effective Date</u>	<u>Hourly Contribution Rate</u>
June 1, 2017	\$0.15
June 1, 2018	\$0.15
June 1, 2019	\$0.15
June 1, 2020	\$0.15

***District Council 11 Jobs Targeting Fund***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2017	\$0.10
June 1, 2018	\$0.10
June 1, 2019	\$0.10
June 1, 2020	\$0.10

***District Council 11 Labor Management Cooperation Fund***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2017	\$0.15
June 1, 2018	\$0.15
June 1, 2019	\$0.15
June 1, 2020	\$0.15

***Labor Management Partnership Fund (State of Rhode Island only)***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2017	\$0.10
June 1, 2018	\$0.10
June 1, 2019	\$0.10
June 1, 2020	\$0.10

***Foundation for Fair Contracting (not applicable in Rhode Island)***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2017	\$0.10
June 1, 2018	\$0.10
June 1, 2019	\$0.10
June 1, 2020	\$0.10

***Political Action Fund***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2017	\$0.05
June 1, 2018	\$0.05
June 1, 2019	\$0.05
June 1, 2020	\$0.05

***District Council 11 Organizing Fund***

<b><u>Effective Date</u></b>	<b><u>Hourly Contribution Rate</u></b>
June 1, 2017	\$0.05
June 1, 2018	\$0.10
June 1, 2019	\$0.10
June 1, 2020	\$0.10

\*\*\* **PLEASE NOTE:** *Foundation for Fair Contracting (not applicable in Rhode Island), Labor Management Partnership Fund (Rhode Island), Political Action Fund and the District Council 11 Organizing Fund* are all employee deductions. All other contributions are the responsibility of the Employer.

**ARTICLE XII**

**CENTRAL COLLECTION SYSTEM**

The Employer shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

**ARTICLE XIII**  
**PAYMENT OF WAGES**

Employees shall be paid weekly, no later than Friday, at the place where the work is performed or a mutually acceptable location.

**SECTION 1.** All wages shall be paid in cash or negotiable check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the Employer's name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due to the employee. Wage payments shall conform with all applicable Federal and State laws.

**SECTION 2.** The Employer agrees to show all data on weekly pay envelope/check stub.

**SECTION 3.** Employees who quit need not be paid until the next regular payday. In the case of discharge or layoff, the Employer shall pay employees in full one-half (1/2) hour before the close of the workday on which their employment is terminated. In instances in which it is logistically impossible for an Employer to make payment to the employee on his/her last day of work, the Employer, after notification of the Union, shall mail the payment to the employee or employees within one (1) business day of the layoff/termination of employment.

**SECTION 4.** The Employer agrees not to lay off workers before one-half (1/2) hour before quitting time except in cases where the job is completed or bad weather prohibits work.

**SECTION 5.** Four (4) hours show-up time shall be paid to an employee not notified prior to quitting time that he/she would not be working on the next normal work day.

**SECTION 6.** On all jobs bid by an employer regardless of type, the wage and fringe rates contained in this Agreement shall be paid to all employees for the current effective dates for wages and fringes. Any and all wage and fringe increases which may occur during an ongoing job shall automatically apply to all members of District Council 11 when due, regardless of bid price when job was originally bid. Wage rates and fringe rates are listed in this current Agreement by effective dates so as to allow the employer when bidding a job to select the proper current wages and fringes and the proper future wages and fringes. Failure to pay the proper wages and or fringes then current will result in an automatic violation of this Agreement and be subject to Joint Trade Board actions and/or fines, after due process, which may include back pay and fringes and all costs associated with any legal fees or actions needed to enforce the foregoing provision.

**SECTION 7.** The Employer shall, at the termination of a job, enclose with each employee's wages the appropriate State Unemployment Notice Form, stating the date last worked and the reason for being laid off. Failing to comply with this rule, the Contractor will be subject to penalty of continuance of wages until officially laying off the Employee by producing the proper form as required by law.

## **ARTICLE XIV**

### **MARKET RECOVERY / WAGE RATES**

The District Council reserves the right to establish wages and/or fringe benefit contributions that are different than those contained in this Agreement for the then current term, for the purpose of organizing, maintaining and/or recapturing work opportunities. The Union, for the purposes listed above, can change the terms and conditions of this Agreement as it sees fit at their sole and absolute discretion. All contractors shall be notified of any changes and/or concessions.

## **ARTICLE XV**

### **EMPLOYER CONTRIBUTIONS AND PAYROLL DEDUCTIONS**

#### **SECTION 1. Apprenticeship and Training Funds**

The Employers and the Union hereby establish/maintain an Apprenticeship and Training Fund to be known as the "District Council 11 F.T.I.S.N.E. Fund," (hereinafter referred to as the Apprenticeship and Training Fund) under a Trust Agreement attached hereto as Exhibit A and made part hereof.

**SECTION 1(a)** Commencing with the first day of June 2017, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the Agreement and Declaration of Trust executed by and between the International Union of Painters and Allied Trades, District Council 11, agrees to make payments to the District Council 11 F.T.I.S.N.E. Fund for each Employee covered by this Agreement, as follows:

**SECTION 1(b)** For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in the amount specified in Article XI of this Agreement to the above-named Apprenticeship and Training Fund.

**SECTION 1(c)** Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to apprentices and journeypersons.

**SECTION 1(d)** The payments to the Apprenticeship and Training Fund required above shall be made to the District Council 11 F.T.I.S.N.E. Fund which was established under an Agreement and Declaration of Trust, dated March 24, 1993. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same. Contributions shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed.

**SECTION 1(e)** From the funds collected in the above manner, the Trustees of the District Council 11 F.T.I.S.N.E. Fund shall hold in trust the sum of ten cents (\$.10) per hour for each hour or portion of an hour for which an employee receives pay, and remit said sum to the International

Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-FTI) at such regular periods of time and in the manner and form as shall be determined by the Trustees of the International Fund.

**SECTION 1(f)** The payments to the International Fund required in above Section 1(e) shall be made to the IUPAT-FTI, which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he has actually signed the same.

**SECTION 1(g)** The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

**SECTION 1(h)** The Union hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

**SECTION 1(i)** The parties hereto further agree to be bound by all actions taken by the Trustees of the IUPAT-FTI pursuant to the said Agreement and Declaration of Trust.

**SECTION 1(j)** If an Employer fails to make contributions to the District Council 11 F.T.I.S.N.E. Fund within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payment due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

**SECTION 1(k)** The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for income tax purposes.

## **SECTION 2. STAR Program Fund**

**SECTION 2(a)** Commencing with the 1st day of June, 2017, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the STAR Program Fund for each employee covered by this Agreement as follows:

**SECTION 2(b)** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as specified in Article XI, to the above-named Fund.

**SECTION 2(c)** For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

**SECTION 2(d)** Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and journeypersons.

**SECTION 2(e)** The payments to the STAR Program Fund required above shall be made to the local Administrator. The Employer hereby agrees to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same. Contributions shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed.

### **SECTION 3. International Union of Painters and Allied Trades Union and Industry Pension Fund**

The only agreement between the Employer(s) and the Union regarding pensions or retirement for Employment covered by this Agreement is as follows:

**SECTION 3(a)** Commencing with the 1st day of June, 2017, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the PAT International Union and Industry Pension Fund for each employee covered by this Agreement as follows:

**SECTION 3(b)** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as specified in Article XI, to the above-named Pension Fund.

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

**SECTION 3(d)** Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and journeypersons.

**SECTION 3(e)** The payments to the Pension Fund required above shall be made to the PAT International Union and Industry 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 he had actually signed the same. Contributions shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed.

**SECTION 3(f)** The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions

taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

**SECTION 3(g)** The Trustees may at any time conduct an audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.

**SECTION 3(h)** If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

**SECTION 3(i)** The Pension Plan and Annuity Plan adopted by the 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 PAT International Union and Industry Pension Fund as a deduction for income tax purposes.

#### **SECTION 4. The Painters and Allied Trades Union Labor-Management Cooperation Fund**

**SECTION 4(a)** Commencing with the 1st day of June 2017, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Fund ("Fund") for each Employee covered by this Agreement as follows:

**SECTION 4(b)** For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in the amount specified in Article XI, to the above named LMCI Fund.

**SECTION 4(c)** For the purpose of this Article and wherever similar language is used in this Agreement, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

**SECTION 4(d)** Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and journeypersons.

**SECTION 4(e)** The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund. From the Funds collected in the above manner, the Trustees of the District Council 11 Labor Management Cooperation (DC 11 LMC) Fund shall hold in trust the sum of ten cents (\$.10) per hour for each hour or portion of an hour for which an employee receives pay, and remit said sum to

the IUPAT Labor Management Cooperation Initiative (IUPAT-LMCI) Fund at such regular periods of time and in the manner and form as shall be determined by the Trustees of the International Fund.

**SECTION 4(f)** The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve as Employer Trustees, together with their successors.

**SECTION 4(g)** The Union hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve as Union Trustees, together with their successors.

**SECTION 4(h)** Contributions shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed. The Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

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

**SECTION 5. Check-off: Administrative Dues, Political Action Together, Foundation for Fair Contracting, Labor Management Partnership Fund and District Council 11 Organizing Fund**

**SECTION 5(a)** Every Employer signatory to this Agreement hereby agrees to deduct the appropriate dues checkoff as specified in the District Council 11 Bylaws from any employee employed by such Employer during the term of this Agreement.

**SECTION 5(b)** The Union will notify the Employer in writing of the amount of Administrative Dues specified in the Bylaws, and will submit to the Employer a copy of the Bylaws or the applicable Bylaw provision.

**SECTION 5(c)** For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the Bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.

**SECTION 5(d)** On or before the twentieth (20th) 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, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

**SECTION 5(e)** When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto and the Bylaws of that other Union contain a provision for Administrative Dues, or Business Representative/Business Manager “assessment,” the Employer shall check-off from the wages of employees covered by this Agreement and employed on the job Administrative Dues, or Business Representative/Business Manager “assessment,” in the amount stated in that other Union’s Bylaws and shall remit said amount to that other Union. In that event, the 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, the procedure specified in Section 9.1(a-c) 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 Representative/Business Manager “assessment,” specified in its Bylaws, and to submit to the Employer a copy of the Bylaws for the applicable Bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the Bylaws of that other Union contain no provision for administrative dues, the Employer shall continue to be bound by Section 9.1.

**SECTION 5(f)** Every Employer signatory to this Agreement hereby agrees to check-off any employee employed by such Employer during the term of this Agreement Political Action Together, Foundation for Fair Contracting (excluding Rhode Island) or the Labor Management Partnership Fund (Rhode Island only) and District Council 11 Organizing Fund contributions in the amounts specified in this Agreement. Employers shall remit said amounts to the Union following the procedure set forth above in Section 5(a-d) for the remittance of Administrative Dues.

**SECTION 5(g)** Employees Covered: The obligations of the Employer under this Article shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

**SECTION 5(h)** Authorization Card: At the time of employment of any employee, the Employer will submit to each such employee for his voluntary signature an agency fee or a dues deduction authorization card in duplicate, one copy of which is retained by the Employer and the other returned to the Union with their next Funds remittance report, the form to be supplied such Employer by the Union.

**SECTION 5(i)** Monthly List: On or before the twentieth (20th) 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 and/or agency fee authorization card, together with the number of hours worked by such Employee during the month previous.

**SECTION 5(j)** The Union and/or Trust Funds may at any time conduct an audit of the Employer’s records to insure proper payments have been made. Failure to pay contributions in a timely manner may subject a contractor to post a “fringe benefit bond” in accordance with the Audit, Collection and Delinquency Policy of the International Union of Painters and Allied Trades District Council 11 Health Fund.

**SECTION 5(k)** Every new employer and/or out-of-area employer party to this Agreement shall post a Surety Bond with District Council 11 to cover payments on behalf of District Council 11 members. Such Surety Bond shall be in an amount determined by District Council 11. Until the

Surety Bond is posted, a minimum Five Thousand Dollar (\$5,000.<sup>00</sup>) cash bond shall be held by District Council 11 for each employee.

**SECTION 6. District Council 11 Health & Welfare Fund (see also Addendums I, II & III)**

**SECTION 6(a)** For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in accordance with Article XI and/or Addendum I, II, or III.

**SECTION 6(b)** For the purpose of this Article and wherever similar language is used in this Agreement, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

**SECTION 6(c)** Contributions shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed. The Trustees may at any time conduct an audit in accordance with the appropriate Agreements and Declarations of Trust.

**SECTION 6(d)** If an Employer fails to make contributions to the appropriate Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

**SECTION 7. Employee Benefit Funds**

**SECTION 7(a)** The employer shall comply with all terms and provisions of each Trust Agreement establishing the respective employee benefit funds referenced in this Agreement and shall comply with all policies, regulations and procedures promulgated by the Trustees of the Funds. All employers signatory to and covered by this Agreement agree to be bound by all of the terms of the Trust Agreements creating any Fund referenced in this Agreement. Each employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with each Trust Agreement.

**SECTION 7(b)** All contributions shall be made to all Funds at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

**SECTION 7(c)** Collections for Health, Pension and Annuity, Apprenticeship, STAR Program, Dues Check-off, Labor Management Cooperation Fund, Political Action Together, Foundation for Fair Contracting, Jobs Targeting Fund, District Council 11 Organizing Fund and any other such negotiated contributions are to be submitted on one form and sent to the Administrators in two

checks. Completed forms and payments are due no later than twenty (20) days after the month covered by the report. The Administrators shall be Central Collections for the International and Insurance Programmers, Inc. for all local Funds.

**SECTION 7(d)** If payment is not received, the Union will have the right to notify its members that said Contractor is in violation of this Agreement, and the Union can prevent its members from working for any delinquent Contractor, provided such Contractor is delinquent for a minimum of sixty (60) days.

**SECTION 7(e)** The Employer's liability for payment under this Article shall not be subjected 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. The Employer agrees that the Union or Trustees shall be able to get an injunction to obtain immediate payment of the above money.

**SECTION 7(f)** All Funds set forth in this Agreement 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 said Funds as a deduction for income tax purposes.

**SECTION 7(g)** Employers found to be delinquent in remittals required by this Article shall be liable for all costs incurred by the Union and/or Trust Funds in securing compliance including court, audit, and attorney's fees.

## **ARTICLE XVI**

### **UNION REPRESENTATION**

**SECTION 1.** Any District Council 11 Representative shall have the right to visit all jobs and shops for the purpose of ascertaining whether the provisions of this Agreement are being carried out.

**SECTION 2. Job Stewards:**

1. When it is for the best interest of District Council 11, the District Council reserves the right to place a Steward on any and all jobs within the jurisdiction of the District Council. If and when a Steward is placed on a job with a local contractor, the Steward will be selected from that contractor's regular workforce if at all possible.

2. Stewards shall report all overtime on regular work days within twenty-four (24) hours to the District Council 11 office as to the number of employees and hours worked. Stewards shall also make this report at the first regular meeting.

3. All employees shall show their work cards/dues receipts to the Steward on the job, and shall support the Steward in the performance of their duties. Employees shall also upon request by a District Council Representative produce any and all pay stubs.

4. The Job Steward shall report all accidents to the Employer and the District Council office.

5. No Job Steward shall act in any supervisory capacity.

6. Any member who acts as Job Steward in accordance with the appointment and loses employment through the performance of Union-related duties as such, shall report the matter to the Business Manager/Secretary Treasurer, and an investigation of same shall be made by the District Council. Upon proof being secured that said Job Steward had been discriminated against, owing to the faithful work for the District Council, all employees at work in such shops shall be withdrawn until satisfactory adjustment has been reached, any provision to the contrary notwithstanding.

7. Job Stewards shall be allowed a reasonable time, whenever necessary, for the policing of job or conditions. Said activities will be performed in conjunction with the Foreman on the job. In no event shall a Job Steward be discharged, laid off, or transferred to another job until both the Employer and the District Council have had an opportunity to investigate the charge against the Steward. The Steward shall be the last employee on the job, exclusive of the Foreman.

8. Whenever there is overtime on a job, the Steward shall be part of the workforce.

## **ARTICLE XVII**

### **INSURANCE**

Each Employer agrees to carry Workers' Compensation, Liability Insurance, and Unemployment Compensation Insurance.

## **ARTICLE XVIII**

### **SAFETY**

**SECTION 1.** In accordance with the requirement 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.

**SECTION 2.** The Employer will not engage in any litigation against the Union on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury or accident.

**SECTION 3.** If any judgment of liability is entered against the Union in connection with work-related disease, sickness, death, injury or accident, the Employer agrees to indemnify the Union to the full extent of such liability, as well as any costs and attorney's fees awarded against or incurred by the Union in such litigation.

**SECTION 4.** The Employer shall, at all times, provide safe tools, materials and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, or equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials and equipment or under such hazardous conditions unless or until they are made safe. No employee shall be dismissed, disciplined or otherwise discriminated against, nor shall his pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.

**SECTION 5.** The Employer agrees that during the life of this Agreement, the Employer will comply with all applicable Federal and State laws concerning Occupational Safety and Health, including all applicable standards, rules and regulations issued pursuant thereto.

**SECTION 6.** The Employer shall provide, at no cost to the employee, all necessary personal protective equipment and instructions on proper use of such equipment. The Employer shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. If at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions; the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such defective, improperly maintained, inappropriate personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment.

**SECTION 7.** The Employer shall notify the Union sixty (60) days in advance of any changes in conditions of employment that may affect the health and safety of employees.

**SECTION 8.** Except as clearly and specifically required by law or regulation, the Employer shall not require any employee to sign a form or statement dealing with health and safety, hazards in the workplace, or instruction and training relating to hazards in the workplace, unless that form or statement has been negotiated with and agreed upon by the Union provided; however, employees may be required to execute documents acknowledging that they have received and read an Employees Health and Safety Policy.

**SECTION 9.** A willful violation of safety rules by an employee may result in discipline, up to and including discharge.

**SECTION 10.** The Employer shall, in writing, promptly report to the Union all accidents and all incidents involving OSHA and/or MSHA reportable injuries to workers.

## **ARTICLE XIX**

### **NO SUBCONTRACTING CLAUSE**

**SECTION 1.** The Employer will not contract out, subcontract or outsource any jobsite 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 which incorporates wages, hours and working conditions which are the equivalent of those specified in this agreement or the existing collective bargaining agreement of any affiliate of the IUPAT which is applicable in the area where the work or the job is to be performed, whichever is the most favorable to the employees of the said subcontractor or other person. This will apply in all instances except where such subcontractor or other person is not available.

**SECTION 2.** In the event that the Employer shall contract out, subcontract or outsource any bargaining unit work, whether or not jobsite or other work encompassed by Section 1 hereof, the Employer must notify the Union as to the identity of the contractor or subcontractor to which the work will be assigned within 3 days prior to finalizing any agreement with such contractor, subcontractor or other person.

**SECTION 3.** In the event of contracting, subcontracting, or outsourcing of any job site work encompassed by the provisions set forth in Section 1 hereof, if the Union has provided the Employer with written notice that a contractor is presently delinquent in making contributions to the Union or any fringe benefit fund to which contributions are required by this Agreement, and after being provided such written notice, the Employer nonetheless enters into or continues a contract for the performance of any job site work that is covered by this Agreement with such delinquent contractor, the Employer shall be liable for any unpaid fringe benefit contributions owed by such contractor because of the performance of such job site (or other) work pursuant to that contract.

## **ARTICLE XX**

### **PRESERVATION OF WORK**

**SECTION 1.** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent 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.

**SECTION 2.** All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (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 any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental for example, the National Labor Relations Board channels.

**SECTION 3.** If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an 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 accountant's and/or attorney's fees incurred by the Union and/or the Joint Trust Funds, plus costs of 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 XXI**

### **FUNCTION OF MANAGEMENT**

**SECTION 1.** Except as limited by this Agreement, the Employer shall have the right to plan, direct, and control all its work; hire employees, direct the working forces in the field, assign employees to their jobs, direct and assign work to employees, determine the number of employees to be employed, discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees, lay off employees because of lack of work or for other legitimated reasons, require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement, institute a fair and consistent drug policy, regulate the amount of equipment used and the use of equipment and other property of the Employer, require the observance of applicable government regulations and safety standards, maintain reasonable standards of production and quality work, and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

**SECTION 2.** The Employer and the IUPAT recognize the necessity of promoting efficiency and agree that no local rules, customs, or practices shall be permitted that limit production or manpower required to do the work, and that no limitations shall be placed on the amount of work that an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

## **ARTICLE XXII**

### **DISPUTE RESOLUTION**

**SECTION 1.** The parties shall establish and maintain a Joint Trade Board both in Rhode Island and Connecticut, composed of six members, three appointed by the Union and three appointed by the Employers. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by a majority vote, provided that Union appointees and Employer appointees shall have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a Chairman and Secretary to serve such terms as may be agreed upon by the Board, provided that one such officer shall be a Union appointee and one an Employer appointee.

**SECTION 2.** The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them, or between employees covered by this Agreement and the Employer, concerning the interpretation or application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.

**SECTION 3.** The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement, to award or assess remedies, damages and penalties for violations of this Agreement, to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement, to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records, to recommend amendments to or committees as may be necessary to aid the Board in the performance of its duties, and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

**SECTION 4.** All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.

**SECTION 5.** The Joint Trade Board shall meet whenever necessary. Special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

**SECTION 6.** No Union Representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.

**SECTION 7.** Decisions, awards, or orders of the Board shall be final and binding.

**SECTION 8.** In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as representatives of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled the same stature, weight and deference as may apply to a decision of an arbitrator under law.

**SECTION 9.** The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

**SECTION 10.** The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.

**SECTION 11.** Finances of the Joint Trade Board shall be derived from fees, assessments, fines, or levies, other than actual damages, which may be imposed by the Board.

**SECTION 12.** If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the Secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). On receipt of such a list, the Chairman and Secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS or AAA. The decision of the arbitrator shall be final and binding.

**SECTION 13.** With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion: (a) terminate this Agreement by 48 hours written notice to such Employer; or (b) continue this Agreement in effect but not be bound or restricted by any "no strike" clause or similar obligation hereunder; and/or (c) resort to any legal recourse available to it, including a job action or strike.

**SECTION 14.** There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until the said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and fringe benefits, or to meet the schedule of hours, provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. When the Union removes employees from the job pursuant to this Section, the individual Employer involved shall pay all employees so removed an amount equal to one (1) day's pay at the employee's regular straight time rate for the inconvenience and time-loss occasioned by his conduct. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action of sanction taken or imposed by the Union hereunder.

**SECTION 15.** Notwithstanding Sections 13 and 14, a final and binding decision rendered as part of the grievance procedure regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.

**DISTRICT COUNCIL 11**  
**ACCEPTANCE OF AGREEMENT**

This Agreement shall be effective from June 1, 2017 to May 31, 2021.



**Dominick J. Cieri, Business Manager/Secretary Treasurer**  
**DISTRICT COUNCIL 11**

The undersigned, Malcolm MacKenzie hereby accepts and agrees to be bound by the foregoing Agreement as an Agreement between myself and/or the Company for which I am duly authorized to act, and the Union, covering the employment of employees represented by the Union. In consideration thereof, the Union agrees to accept me and/or the Company as an employer under the terms of the Agreement.

The undersigned has read and hereby approves and adopts the foregoing Agreement in its entirety.

Company Name: MacKenzie Service Corp

Business Address: 55 Moffitt St.  
Stratford CT 06615

Telephone: 203-383-7300 Fax.: 203-383-7303

Email Address: mal@macservecorp.com

Date: 6/1/17

Printed Name of  
Authorized Representative: Malcolm L. MacKenzie

Title: President

Signature: 

**SECTION 16.** The remedies and sanctions specified in Section 13 and 14 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

## **ARTICLE XXIII**

### **GENERAL SAVINGS CLAUSE**

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

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

## **ARTICLE XXIV**

### **DURATION CLAUSE**

**SECTION 1.** This Agreement shall be in full force and effect from June 1, 2017 to and including May 31, 2021, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) days and not more than ninety (90) days prior to any subsequent contract year.

**SECTION 2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) days and not more than ninety (90) days prior to any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

# **ADDENDUM I**

## **GLAZIERS**

### **WAGE RATES**

***EFFECTIVE DATES:***            **JUNE 1, 2017 – MAY 31, 2021**

The following are the wage rates for the above effective dates applicable for the entire jurisdiction of District Council 11.

**All Foremen** shall be paid \$2.00 more than the applicable journeyman rate. Foremen who possess OSHA 30, CPR and a rigging certificate shall be paid \$3.00 more than the applicable Journeyman rate. Foremen will receive a forty (40) hour guarantee, rain or shine, when working with a composite crew and the other trade has that particular benefit in their contract.

When an employer employs twenty (20) or more Glaziers, a Glazier General Foreman shall be required. Glazier General Foreman shall be paid 12% above the applicable Journeymen rate and will receive a forty (40) hour guarantee, rain, shine, or Holidays.

#### **1. JOURNEYMAN GLAZIER**

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$36.28	\$37.18	\$38.18	\$39.18

#### **2. SWINGSTAGE**

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$37.28	\$38.18	\$39.18	\$40.18

#### **3. FOREMEN**

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$38.28	\$39.18	\$40.18	\$41.18

**SHOW UP TIME:** An employee who reports to work and is not put to work shall receive a minimum of two hours show up pay. An employee who works three hours but less than four hours shall receive four hours pay. An employee who works more than four hours but less than eight hours shall receive eight hours pay. When work is stopped after the first two hours of the shift due to inclement weather, the employees shall be paid for the actual hours worked.

**SUNDAYS:** All work performed on Sundays shall be paid for at the rate of double time.

**SECOND SHIFT:** The second shift shall be worked between the hours of 3:30/5:00 p.m. and 12:00/1:30 a.m., and all employees shall be paid \$2.00 per hour more than the applicable pay rate.

**THIRD SHIFT:** The third shift shall be worked between the hours of 10:00 p.m./12:00 midnight and 6:30/8:30 a.m., and all employees shall be paid \$3.00 per hour more than the applicable pay rate.

**COFFEE BREAK:** There shall be a ten (10) minute coffee break allowed on all shifts.

**HOLIDAYS:** Labor Day and Christmas Day are paid Holidays. The following Holidays shall be observed on either the day of the Holiday or the day celebrated as such:

If working in Connecticut: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

If working in Rhode Island: New Year's Day, Presidents' Day, Memorial Day, July 4<sup>th</sup>, Victory Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

If working in Massachusetts: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

**APPRENTICE RATES** - The rate of wages for apprentices shall be the following percentages of the journeymen wage rates:

First	1,000 hours – 50%	Fifth	1,000 hours – 75%
Second	1,000 hours – 56.25%	Sixth	1,000 hours – 81.25%
Third	1,000 hours – 62.50%	Seventh	1,000 hours – 87.50%
Fourth	1,000 hours – 68.75%	Eighth	1,000 hours – 93.75%

### **PENSION AND ANNUITY FUND CONTRIBUTIONS**

**Refer to Working Agreement, Article XI for contribution amounts.**

If during the term of this Agreement, any increase to the contribution rate specified in Article XI is required under a schedule adopted to comply with the Pension Protection Act, or, any surcharge or excise tax is imposed upon such contributions, or, the trustees require any increase to such

contribution rates, the wage rate specified in Addendum I, II and III shall immediately be reduced by an equivalent amount.

### **DISTRICT COUNCIL 11 HEALTH & WELFARE FUND**

**SECTION 1.** The parties hereto jointly agree to maintain the Health & Welfare Fund (now known as District Council 11 Health Fund) for the benefit of the employees in accordance with the written Agreement and Declaration of Trust made August 1, 1992, as the same may be from time to time amended. The Agreement and Declaration of Trust of the above-named Fund is incorporated and made a part of this Working Agreement and related Addendums. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust. Contributions to the Fund shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed.

**SECTION 2.** Each employer agrees to pay into the District Council 11 Health Fund the sum as provided in Article XI of the Working Agreement and/or the appropriate Addendum for each hour paid for, including hours attributable to show up time, for each employee covered by this Agreement. Contributions shall commence with the employee's first day of employment and shall be made on behalf of all employees working under the terms and conditions of this Working Agreement.

### **TRADE RULES AND WORKING CONDITIONS**

**SECTION 1.** Neither the Union nor the Employer shall discriminate against any employee or applicant because of race, color, creed, sex, national origin, or union or non-union status.

**SECTION 2.** Each journeyman and apprentice in the Glass and Glazing Trades shall furnish a toolbox, combination square, glass pliers and offset breakers, wood, metal and coal chisels, claw and plastic hammers, snips straight, right and left, screwdrivers (assorted), nail sets, crescent wrench, tape measure, small and medium pry bars, razor knife, pruning shears, locking pliers, pliers (assorted), allen wrenches (metric and standard), hacksaw, chalk line, dividers, allen wrench set, files (assorted), wrenches (assorted), socket wrench set (assorted), all other tools necessary to perform the work of the trade will be provided by the Employer.

**SECTION 3.** It is agreed that the Employer shall not lay off or discharge an employee because of any Union activity or because of any complaints to the Union against the Employer.

**SECTION 4.** Two (2) hours show up time shall be paid to an employee when weather does not permit the start of regular work. The employee must remain at the jobsite for those two (2) hours. In the event of inclement weather, a worker shall have the right to call the employer collect before reporting to the shop or jobsite to find out if work is available.

**SECTION 5.** The Union will not allow any member to contract work that would normally be done by contractors signatory to the District Council 11 Working Agreement at any time.

**SECTION 6.** All workers shall be allowed five (5) minutes wash-up before lunch and quitting time and furnished with clean water, soap, and towels; also, fresh drinking water in a sanitary water container with paper cups.

**SECTION 7.** Where feasible, the Employer agrees to provide a dressing room for all employees' use in storing street clothes and tools. Same to be provided with lock and key to be in the charge of Foreman and/or Job Steward.

**SECTION 8.** The Employer agrees to furnish adequate and safe scaffolding, ladders, and other equipment necessary for the proper performance of the work.

**SECTION 9.** Employees shall not be transported or transferred of their own accord from job to job during lunch period.

**SECTION 10.** The Employer shall deliver all materials and equipment to the job. No employees shall be made to transport bulky or heavy materials or equipment in his car.

**SECTION 11.** The Contractor agrees that no employee shall be required or permitted to work on a piece-rate in any manner unless otherwise spelled out in this Agreement.

**SECTION 12.** When employees are sent out of town where they cannot return daily without undue hardship, the Contractor agrees to pay a minimum of \$50.00 a day plus weekly round trip fare. Expenses shall be actual. If additional expenses must be incurred, approval must be secured from the Contractor prior to incurring said expenses.

**SECTION 13. RACK SCHEDULE:**

Door It's up to and including 116 United Inches ¼ inch plate, one (1) man.

Insulated Units.....		5/8 inch	1 inch
Polished Plate.....	1/4 inch	3/8 inch	½ inch
116 to 170 U.I. requires...	2 men	3 men	4 men
171 to 190 U.I.	3 men	4 men	5 men
191 to 226 U.I.	4 men	5 men	6 men
227 to 240 U.I.	5 men	6 men	7 men
241 to 250 U.I.	6 men	7 men	8 men
251 to 260 U.I.	7 men	8 men	9 men
261 to 272 U.I.	8 men	9 men	10 men
273 to 284 U.I.	9 men	10 men	11 men
285 to 300 U.I.	10 men	11 men	12 men
301 to 312 U.I.	11 men	12 men	14 men

\*U.I. = United Inches

It is further agreed that on larger glass or glass insulating units such as manufactured by L.O.F., P.P.G. or any other glass units of similar type, additional men shall be used.

Where a mechanical aid or vacuumation is used for the installation of glass, only the men required shall be used. There shall be no set schedule as there are many variations to jobsite

conditions. Therefore, the amount of men used for installation shall be decided by the Union and the Contractor involved.

## GLASSWORKERS

I. With the exception of the changes set forth in this section, all other terms and conditions of this Agreement shall remain in effect.

II. The duties of a Glassworker shall be limited to the following:

- a. Building and preparing frames and units in the shop for shipping to jobsites.
- b. Delivering material from shop to jobsite and unloading of said material.

III. Glassworkers are allowed to be employed provided the following ratio of Journeymen Glaziers to Glassworkers is maintained.

1 to 5	Journeymen Glaziers employed	1 Glassworker
6 to 10	Journeymen Glaziers employed	2 Glassworkers
11 to 15	Journeymen Glaziers employed	3 Glassworkers
16 to 20	Journeymen Glaziers employed	4 Glassworkers
21 to 25	Journeymen Glaziers employed	5 Glassworkers
26 to 30	Journeymen Glaziers employed	6 Glassworkers
31 to 35	Journeymen Glaziers employed	7 Glassworkers
Etc.		

In the event of a layoff the above ratios must be maintained.

IV. Glassworkers' rate of pay shall be fifty percent (50%) of the Journeymen Glaziers' rate of pay contained in this Agreement. The employer shall have a probationary period up to a maximum of sixty (60) days to evaluate the Glassworker. Upon completion of the probationary period, the contractor shall make the same hourly contribution for health and welfare and pension as contained in this Agreement for all Glassworkers employed. In addition, the contractor agrees Glassworkers shall be entitled to utilize the dues check-off system contained in this Agreement at a rate of two percent (2%).

V. In the event the Union determines that a signatory contractor has violated any provisions contained in this Glassworker section on a jobsite, the employer shall pay as liquidated damages a sum equivalent to the Glaziers' rate of pay and benefits in this Agreement in effect at the time of the violation for all hours worked by Glassworkers on the jobsite. In addition, upon determination by the Union that the contractor has violated this section a second time, in addition to liquidated damages the Union may unilaterally terminate said contractors ability to utilize this Glassworker section of this Agreement.

## **ADDENDUM II**

# **CONNECTICUT PAINTERS, PAPERHANGERS & TAPERS**

## **WAGE RATES**

***EFFECTIVE DATES:***        **JUNE 1, 2017 – MAY 31, 2021**

The following are the wage rates for the above effective dates applicable for the entire state of Connecticut and Fisher's Island.

**All Foremen** shall receive 10% above the highest rate being paid in the crew.

### **A. PAINTER**

1.        Brush & Roller rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$32.72	\$33.62	\$34.62	\$35.62

2.        Red Label Products, all epoxy materials, power tools, work in any radiological areas, also, interior working conditions in areas at heavy industrial defense, and utility plants with heat of 90° Fahrenheit and above requiring either use of a respirator and/or ear protection unless special clothing of type allowing for interior temperature control to be kept below 90° Fahrenheit is provided rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.22	\$34.12	\$35.12	\$36.12

3.        Material Blast and Spray rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$35.72	\$36.62	\$37.62	\$38.62

Any work performed relative to the operation of spray painting by the employee who has been spraying including back-rolling of the work, the employee shall be paid at the spray rate.

4. Material Blast and Spray Helper rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.72	\$34.62	\$35.62	\$36.62

5. Tanks, towers, swingstage, boatswain chair, riding steel, all tanks, pipes and vessels inside, and hazardous work of similar character rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$34.72	\$35.62	\$36.62	\$37.62

6. Elevated tanks: All work performed on new and repaint of elevated water tanks 60 feet and above both interior and exterior.

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$41.72	\$42.62	\$43.62	\$44.62

## **B. PAPERHANGER**

The following are the hourly rates for Paperhangers. Piecework rates are contained in Appendix A of this Addendum.

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.22	\$34.12	\$35.12	\$36.12

## **C. TAPER**

1. Hand tool rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.47	\$34.37	\$35.37	\$36.37

2. Automatic tools, bazookas or box, and spraying rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$35.47	\$36.37	\$37.37	\$38.37

3. Stilts utilization rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$34.22	\$35.12	\$36.12	\$37.12

***For Painters only***, Saturday may be used as a voluntary make-up day at straight time rates when time is lost during the regular work week due to inclement weather.

**SHOW UP TIME:** An employee who reports to work and is not put to work shall receive a minimum of two hours show up pay. An employee who works three hours but less than four hours shall receive four hours pay. An employee who works more than four hours but less than eight hours shall receive eight hours pay. When work is stopped after the first two hours of the shift due to inclement weather, the employees shall be paid for the actual hours worked.

**SUNDAYS:** All work performed on Sundays shall be paid at the rate of double time the regular rate.

**SECOND SHIFT:** The second shift shall be worked between the hours of 3:30/5:00 p.m. and 12:00/1:30 a.m., and all employees shall be paid \$2.00 per hour more than the applicable pay rate.

**THIRD SHIFT:** The third shift shall be worked between the hours of 10:00 p.m./12:00 midnight and 6:30/8:30 a.m., and all employees shall be paid \$3.00 per hour more than the applicable pay rate.

**COFFEE BREAK:** There shall be a ten (10) minute coffee break allowed on all shifts.

**HOLIDAYS:** The following Holidays shall be observed on either the day of the Holiday or the day celebrated as such:

If working in Connecticut: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

If working in Rhode Island: New Year's Day, Presidents' Day, Memorial Day, July 4<sup>th</sup>, Victory Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

If working in Massachusetts: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

**APPRENTICE RATES** - The rate of wages for apprentices shall be the following percentages of the journeymen wage rates:

First	1,000 hours – 50%	Fourth	1,000 hours – 65%
Second	1,000 hours – 55%	Fifth	1,000 hours – 70%
Third	1,000 hours – 60%	Sixth	1,000 hours – 75%

## **PENSION AND ANNUITY FUND CONTRIBUTIONS**

**Refer to Working Agreement, Article XI for contribution amounts, with the following exception:**

If during the term of this Agreement, any increase to the contribution rate specified in Article XI is required under a schedule adopted to comply with the Pension Protection Act, or, any surcharge or excise tax is imposed upon such contributions, or, the trustees require any increase to such contribution rates, the wage rate specified in Addendum I, II, and III shall immediately be reduced by an equivalent amount.

## **DISTRICT COUNCIL 11 HEALTH & WELFARE FUND**

**SECTION 1.** The parties hereto jointly agree to maintain the Health & Welfare Fund (now known as District Council 11 Health Fund) for the benefit of the employees in accordance with the written Agreement and Declaration of Trust made August 1, 1992, as the same may be from time to time amended. The Agreement and Declaration of Trust of the above-named Fund is incorporated and made a part of this Working Agreement and related Addendums. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust. Contributions to the Fund shall be made by the 20<sup>th</sup> of the month following the month in which the work was performed.

**SECTION 2.** Each employer agrees to pay into the District Council 11 Health Fund the sum as provided in Article XI of the Working Agreement and/or the appropriate Addendum for each hour paid for, including hours attributable to show up time, for each employee covered by this Agreement. Contributions shall commence with the employee's first day of employment and shall be made on behalf of all employees working under the terms and conditions of this Working Agreement.

## **TRADE RULES AND WORKING CONDITIONS**

**SECTION 1.** Neither the Union nor the Employer shall discriminate against any employee or applicant because of race, color, creed, sex, national origin, or union or non-union status.

**SECTION 2.** Each journeyman and apprentice of the Painting Trades shall be required to furnish at least the following tools of the trade: wall knives, white overalls, putty knives, duster, hammer, screwdriver, pot hooks, work shoes, and steel toed work shoes if required by job site safety program. Paperhangers and Tapers shall likewise be required to provide such tools of the trade.

**SECTION 3.** It is agreed that the Employer shall not lay off or discharge an employee because of any Union activity or because of any complaints to the Union against the Employer.

**SECTION 4.** The Union will not allow any member to contract work that would normally be done by Contractors signatory to the District Council 11 Working Agreement at any time.

**SECTION 5.** All workers shall be allowed five (5) minutes wash-up before lunch and quitting time and furnished with clean water, soap, and towels; also, fresh drinking water in sanitary water container with paper cups. Spray persons and helpers shall be allowed reasonable time for personal clean-up.

**SECTION 6.** No employee shall be penalized or disciplined in any way for his refusal to work with Red Label/epoxy products.

**SECTION 7.** Any employee working with stilts shall adhere to all appropriate and applicable OSHA guidelines pertaining to safety. Job site must remain safe and clutter free at all times while wearing stilts.

**SECTION 8.** No employee shall be penalized or disciplined in any way for refusal to wear stilts.

**SECTION 9.** Where feasible, the Employer agrees to provide a dressing room for all employees' use in storing street clothes and tools. Same to be provided with lock and key to be in the charge of Foreman and/or Job Steward.

**SECTION 10.** The Employer agrees to furnish adequate and safe scaffolding, ladders, and other equipment necessary for the proper performance of the work.

**SECTION 11.** Employees shall not be transported or transferred of their own accord from job to job during lunch period.

**SECTION 12.** The Employer shall deliver all materials and equipment to the job. No employees shall be made to transport bulky or heavy materials or equipment in his car.

## **ADDENDUM II**

### **CONNECTICUT PAINTERS, PAPERHANGERS & TAPERS**

#### **APPENDIX A Paperhangers Piece Work**

1. Fringe Benefit contributions shall be paid at eight (8) hours per day or forty (40) hours per week.
2. Dues check-off shall be paid on total gross wages regardless of the number of hours the employee works.

A. Fifty-Four Inch Wide Goods (54") "*all prices are per linear yard*"

<b><i>EFFECTIVE DATE</i></b>		<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	1. Vinyl	\$8.10	\$8.10	\$8.10	\$8.10
	2. Non Vinyl	\$8.60	\$8.60	\$8.60	\$8.60

B. Thirty Six Inch Wide Goods (36") "*all are per square foot prices*"

<b><i>EFFECTIVE DATE</i></b>		<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	All types and grades	\$ 1.15	\$ 1.15	\$ 1.15	\$ 1.15

C. Rolled Goods less than Thirty Six Inches Wide "*all are per single roll prices*"

<b><i>EFFECTIVE DATE</i></b>		<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	All types and grades	\$27.00	\$27.00	\$27.00	\$27.00

D. Borders "*all are per linear foot prices*"

<b><i>EFFECTIVE DATE</i></b>		<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	All types and grades	\$1.35	\$1.35	\$1.35	\$1.35

## **ADDENDUM III**

### **RHODE ISLAND PAINTERS, PAPERHANGERS & TAPERS**

#### **WAGE RATES**

***EFFECTIVE DATES:***        **JUNE 1, 2017 – MAY 31, 2021**

The following are the wage rates for the above effective dates applicable for the entire state of Rhode Island.

**All Foremen** shall receive 10% above the highest rate being paid in the crew.

#### **A. PAINTER**

1.        Brush & Roller rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$32.72	\$33.62	\$34.62	\$35.62

2.        Red Label Products, all epoxy materials, power tools, work in any radiological areas, also, interior working conditions in areas at heavy industrial defense, and utility plants with heat of 90° Fahrenheit and above requiring either use of a respirator and/or ear protection unless special clothing of type allowing for interior temperature control to be kept below 90° Fahrenheit is provided rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.22	\$34.12	\$35.12	\$36.12

3.        Material Blast and Spray rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$35.72	\$36.62	\$37.62	\$38.62

Any work performed relative to the operation of spray painting by the employee who has been spraying including back-rolling of the work, the employee shall be paid at the spray rate.

4. Material Blast and Spray Helper rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.72	\$34.62	\$35.62	\$36.62

5. Tanks, towers, swingstage, boatswain chair, riding steel, all tanks, pipes and vessels inside, and hazardous work of similar character rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$34.72	\$35.62	\$36.62	\$37.62

6. Elevated tanks: All work performed on new and repaint of elevated water tanks 60 feet and above both interior and exterior.

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$41.72	\$42.62	\$43.62	\$44.62

## **B. PAPERHANGER**

The following are the hourly rates for Paperhangers. Piecework rates are contained in Appendix A of this Addendum.

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.22	\$34.12	\$35.12	\$36.12

## **D. TAPER**

1. Hand tool rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$33.47	\$34.37	\$35.37	\$36.37

2. Automatic tools, bazookas or box, and spraying rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$35.47	\$36.37	\$37.37	\$38.37

3. Stilts utilization rates are as follows:

<b><i>EFFECTIVE DATE</i></b>	<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	\$34.22	\$35.12	\$36.12	\$37.12

***For Painters only***, Saturday may be used as a voluntary make up day at straight time rates when time is lost during the regular work week due to inclement weather.

**SHOW UP TIME:** An employee who reports to work and is not put to work shall receive a minimum of two hours show up pay. An employee who works three hours but less than four hours shall receive four hours pay. An employee who works more than four hours but less than eight hours shall receive eight hours pay. When work is stopped after the first two hours of the shift due to inclement weather, the employees shall be paid for the actual hours worked.

**Prevailing Wage Jobs** - On prevailing wage jobs, all wages and benefits published in the specifications shall prevail throughout the duration of the job (unless there are provisions for increases to be paid). Any employee refusing to work on prevailing rate jobs where the rates are less than the current contract rate and the employer has no other work, the employee will not be discriminated against and shall be laid off in a manner so as the employee may receive unemployment benefits.

**SUNDAYS:** All work performed on Sundays shall be paid for at the rate of double time.

**SECOND SHIFT:** The second shift shall be worked between the hours of 3:30/5:00 p.m. and 12:00/1:30 a.m., and all employees shall be paid \$2.00 per hour more than the applicable pay rate.

**THIRD SHIFT:** The third shift shall be worked between the hours of 10:00 p.m./12:00 midnight and 6:30/8:30 a.m., and all employees shall be paid \$3.00 per hour more than the applicable pay rate.

***Shift rates will be paid only when there is a first or second shift worked prior to the start of the shift.***

**COFFEE BREAK:** There shall be a fifteen (15) minute coffee break allowed on all shifts.

**HOLIDAYS:** The following Holidays shall be observed on either the day of the Holiday or the day celebrated as such:

If working in Connecticut: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

If working in Rhode Island: New Year's Day, Presidents' Day, Memorial Day, July 4<sup>th</sup>, Victory Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

If working in Massachusetts: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

**APPRENTICE RATES** - The rate of wages for apprentices shall be the following percentages of the journeymen wage rates:

First	1,000 hours – 50%	Fourth	1,000 hours – 65%
Second	1,000 hours – 55%	Fifth	1,000 hours – 70%
Third	1,000 hours – 60%	Sixth	1,000 hours – 75%

### **PENSION AND ANNUITY FUND CONTRIBUTIONS**

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**SECTION 8.** No employee shall be penalized or disciplined in any way for refusal to wear stilts.

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**ADDENDUM III**

**RHODE ISLAND PAINTERS, PAPERHANGERS & TAPERS**

**APPENDIX A  
Paperhangers Piece Work**

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	All types and grades	\$ 1.15	\$ 1.15	\$ 1.15	\$ 1.15

C. Rolled Goods less than Thirty Six Inches Wide *"all are per single roll prices"*

<b><i>EFFECTIVE DATE</i></b>		<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	All types and grades	\$27.00	\$27.00	\$27.00	\$27.00

D. Borders *"all are per linear foot prices"*

<b><i>EFFECTIVE DATE</i></b>		<b><u>6/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>
	All types and grades	\$1.35	\$1.35	\$1.35	\$1.35

