

RESIDENTIAL RECOVERY AGREEMENT

ADDENDUM

**EFFECTIVE
MAY 1, 2012 THROUGH APRIL 30, 2017**

BETWEEN

**ANY CONTRACTOR SIGNATORY TO THE NEGOTIATED AGREEMENT
BETWEEN THE PDCA OF BUFFALO, INC. HEREINAFTER CALLED
“EMPLOYER” AND DISTRICT COUNCIL #4 I.U.P.A.T... HEREINAFTER
CALLED “UNION”**

INTENT

It is the intent of this Residential Agreement to promote additional work for the Employers and Members of Painters Local Union Nos. 43, 112, and to promote the organization of the unorganized and residential work.

ARTICLE I

PERIOD AND TERMINATION OF AGREEMENT

This agreement shall become effective on the 1st day of May 2012 and shall remain in full force and effect until April 30, 2017 No later than (60) days prior to the termination of this agreement, either party may give written notice to the other party at its then known address of the notifying party's intention to negotiate changes in this agreement. If the parties do not agree to such changes, this agreement will then become terminated as of April 30, 2017 unless mutually extended by both parties.

ARTICLE II

SECTION 1. The term Residential shall apply to units such as individually owned, single unit housing, housing built for individual ownership, H.U.D. financed housing or apartment projects, and multiple unit housing. Employer shall report to the Business Manager/Sec'y Treas. or Business Representative prior to bidding any such project.

SECTION 2. All the terms and conditions contained in the negotiated agreement between the EMPLOYER and the UNION effective May 1st, 2012 to April 30, 2017 therein after called the Negotiated Agreement shall be in full force and effect on any and all work performed under the terms and conditions of the Residential Agreement, except where they may be altered by the provisions of this Residential Agreement.

SECTION 3. For all employees who work outside this Residential Agreement, the employer must pay the employee District Council #4 wages and full benefit packages, as contained in the District Council #4 Collective Bargaining Agreement.

SECTION 4. Work rules shall apply as contained in the District Council #4 Collective Bargaining Agreement.

ARTICLE III Union Security

SECTION 1. The employer agrees to recognize the Union as the sole bargaining agent for all employees who perform work covered by this agreement.

SECTION 2. All employees of the employer who performs work covered by this agreement shall remain members in good standing with the Union. Those employees who are not members of the Union shall on the 45th day following their effective date of employment become and remain members in good standing with the Union.

SECTION 3. The employer agrees to remove any employee performing work covered by this agreement if the employee fails to remain in good standing with the Union, after receiving written notice from the District Council office.

ARTICLE IV Management Functions

SECTION 1. If any employer brings in a potential new member, either on his own or referred by the Union the employer will have a 45 day trial period to try this potential member out. This will be known as the "Probation Period". After such time the person will then make application and become a member of the union. Then at this time, all rules and regulations, as stated in Article III, Sections 2 and 3 will apply.

SECTION 2. The employer reserves the right to establish and administer policies related to the work performed by employees covered by this agreement, and to reprimand, suspend and discharge employees for just cause; to hire, promote, lay-off and recall employees back to work. The employer will also determine the number of employees employed on the project premises, that are involved in the above mentioned work.

SECTION 3. Except as expressly otherwise provided in this Agreement, the Employer shall have full right to direct the process of the work and exercise all function and control including, but not limited to, the selection of the kind of materials, supplies or equipment used in the prosecution of the work, the determination of the competency and qualifications of his/her Employees and the right to discharge any Employee for any just, sufficient cause.

SECTION 4. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug & Alcohol Policy.

The goals of the parties is to provide a safe and rational work place where the employees can attain productive standards which are consistent with that expected for the negotiated wage and which are consistent with maintaining the viability of the unionized Painting & Allied Trades contracting industry.

The contractor has the right to require an employee who has incurred an injury requiring medical attention to undergo drug testing within a reasonable period of time after the injury provided that the employee is physically capable of undergoing the testing. Any employee who refuses to undergo drug testing shall be subject to immediate termination. Any contractor who is required by contract to provide pre-hire drug testing for its

employees shall utilize the services of a service provider selected by District Council #4. Examples are Union Occupational Health Clinic, Health Works or any other accredited service. All costs shall be the responsibility of the employer.

ARTICLE V Just Cause and Top Workplace Performance Plan

SECTION 1. The Employer may lay off for lack of work and discharge any employee for just cause. Should any member referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall 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.

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 cause. For the purpose of this provision, a decision of the Joint Trade Board and/or an arbitrator shall be final and binding.

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE VI Health and Safety

- A. The employer should provide for the safety and health of his employees by complying with all federal, state and municipal laws and ordinances.
- B. The employer where men are working still furnish pure drinking water in sufficient quantity.
- C. It may be a requirement of all employees of the employer performing work under this agreement to attend at least sixteen (16) hours of health and safety training per calendar year.
- D. The union recognizes and encourages its members to recognize their responsibility to work safety and adhere to all applicable safety laws.

ARTICLE VII
Wages

SECTION 1.

A. Classification "1"

- Residential -
- a. Shall apply to units such as individually owned, simple housing, housing built for individual ownership. HUD financed or apartment projects and multiple unit housing.
 - b. The minimum wage for Classification (1) one shall be a minimum of \$14.00 per hour.

B. Classification "2"

- a. Shall apply to private, light commercial projects, and other such projects designated by District Council #4.
- b. For Classification "2" to apply the employer must seek permission from the Business Manager/Secretary-Treasurer first prior to bid.
- c. The minimum wage for Classification "2" shall be \$15.00 per hour.

- C. Painter Helper: (0-12 month experience) including probation period minimum wage shall be \$11.00 per hour.
(12-24 month experience) including probation period minimum wage shall be \$12.00 per hour and 24 months beyond minimum pay shall be \$13.00 per hour.

- D. College or summer helper shall be paid a minimum of \$10.00 per hour.

1. This employee does not have to become a member of the union unless he/she chooses to do so, or the employer decides to maintain this person full time
 2. The employer can hire college or summer helpers at a 1:1, 3:1 ratio
- e. Employees covered by this agreement who work beyond a regular forty (40) hour work week shall receive time and a half per hours worked.

SECTION 2. At anytime during the progression, the employer can re-evaluate the employee and elevate that employee to the next level. At the end of each progression the employer along with the union will re-evaluate the employee to see if the employee has enough skill and knowledge to be elevated to the next level.

SECTION 3. At any time during this progression, at the employers discretion , the employer can pay more then the applicable wage set forth.

SECTION 4. Dues check-off shall be deducted in the amount of \$.25 per hour. This \$.25 per hour will be deducted from date of hire, even if on probation or summer/college help.

SECTION 5. A (.01) per hour dues check-off for the District Council Organizing Fund. The (.01) will be increased each year for the duration of the contract equaling (.05) over a five (05) year period.

ARTICLE VIII Fringe Benefits

SECTION 1. Employer can make additional contributions to Personal Account Plan (PAP) and on Pension Fund. Additional pension contribution to an employee will have to be in accordance to be in accordance to an existing amount already established in District Council #4.

SECTION 2. Employer Contributions 2012

S.U.B. Fund	\$1.05 per hour
IUPAT Pension Fund	\$1.30 per hour
DC #4 FTI of WNY & CNY	\$0.10 per hour

ARTICLE IX Arbitration Procedure

Any disputes that arise relative to the interpretation or violation of this agreement shall be followed in accordance with the Joint Trade Board Process in the District Council #4 Master Agreement.

ARTICLE X General Provisions

It is agreed that if any provisions of this agreement are found to be contrary to the State and Federal laws, it shall be deemed null and void. Such findings shall not in any way affect other provisions of this agreement which will remain in full force and effect for the life of this agreement.

Note: Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

The undersigned Employer and I.U.P.A.T. District Council #4 agree to be bound by this Residential Agreement Dated May 1st, 2012 through and including April 30th, 2017.

Name of Employer/Contractor

Employer Signature

Title

Print Name

Date

Address

City

State

Zip

(_____) _____
Phone

(_____) _____
Fax

Federal Tax I.D. Number

Worker's Compensation Ins. Co

Worker's Comp. Ins. Policy No.

Expiration date of Worker's Comp. Policy

Painters District Council #4

Signature

Title

Date

