

## **STIPULATION OF AGREEMENT**

THIS STIPULATION OF AGREEMENT is made and entered into on this 28th day of April, 2024, by and between District Council No. 9, I.U.P.A.T., AFL-CIO (“Union”), and The Association of Master Painters and Decorators of New York, Inc. (“Association” and with the Union, the “Parties”).

**WHEREAS**, the 2019 - 2024 Trade Agreement (the “Trade Agreement”) is currently in effect and the Parties wish to modify the Agreement and enter into a successor Agreement.

**WHEREAS**, the 2019 - 2024 Market Recovery and Other Relief Agreement (the “Market Recovery Agreement”) is currently in effect and the Parties wish to modify the Market Recovery Agreement and enter into a successor Market Recovery Agreement.

**WHEREAS**, the Association, through its committee representing contractors, including members of the Association of Wall, Ceiling and Carpentry Industries of New York, Inc., the Drywall Taping Contractors’ Association of Greater New York, and the Window and Plate Glass Dealers Association, has now negotiated a Trade Agreement and Market Recovery Agreement (collectively, the “Agreements”) with the Union on behalf of itself and all its contractor members.

**WHEREAS**, the Parties wish to include these terms in written successor Agreements.

**NOW THEREFORE**, the Parties in consideration of the mutual covenants herein contained, and subject to ratification by the Union’s membership and the Association’s membership, do hereby agree to amend the Agreements in accordance with the following stipulation:

1. **Term** – Upon ratification by both Parties, the Agreements shall be effective from May 1, 2024 through April 30, 2028.
2. **Maintain Journeymen Package with Wage Increases**

- a. Modify Article III, Section 1 (Wages) in the Trade Agreement consistent with the following:

- i. 2024-2025: \$2.74 - increase of three and one-quarter percent (3.25%)
- ii. 2025-2026: \$2.62 – increase of three percent (3%)
- iii. 2026-2027: \$2.69 – increase of three percent (3%)
- iv. 2027-2028: \$2.77 – increase of three percent (3%)

For market recovery rates:

- i. 2024-2025: \$1.21 - increase of three and one-quarter percent (3.25%)
- ii. 2025-2026: \$1.16 – increase of three percent (3%)
- iii. 2026-2027: \$1.19 – increase of three percent (3%)
- iv. 2027-2028: \$1.22 – increase of three percent (3%)

- b. Add to Article III, Section 1 (Wages) in the Trade Agreement:

The Parties will check the math on the package before the contract is disseminated and printed.

### 3. Break

- a. Revise Article IV, Section 1(B) with the underlined language as follows:

- i. All bargaining unit members JOURNEYPERSONS shall be permitted to take a fifteen ~~ten~~ minute rest period between 9:00 a.m. – 10:00 a.m. for coffee time, which shall not be abused by any bargaining unit member The timing of the break shall be at the discretion of the Employer provided the bargaining unit member JOURNEYPERSON does not leave the work site as long as coffee is available.

### 4. Holidays

- a. Modify Article IV, Section 2(A) with the underlined language below:

- i. All work outside of the standard work week as set forth in Art. IV. Sec.1(A), or on Holidays as defined below, shall be considered as overtime and paid for at the rate of time and one-half of the regular rate for wages. Work on the eight (8) Holidays set forth in Art. IV Sec. 2(E) below shall be paid at double time the regular rate for wages, annuity and vacation. Employers are permitted to use a straight-time for second shift work with prior permission of Union which shall not be unreasonably withheld. With respect to fringe benefits for overtime work, an Overtime voucher consisting of the components of a regular straight-time voucher plus an additional half (½) annuity payment and an additional half (½) supplemental vacation payment only shall be purchased. However, no overtime work shall be permitted without the Union’s permission.

## 5. Painting Work is Construction Work

- a. Add a new Article I, Section 4(a) in the Market Recovery and Trade Agreement:
  - i. All work performed by DC-9 journeypersons and apprentices and members of Local 1456 pursuant to this Agreement, including but not limited to painting, decorating and other finishing work on construction sites, and existing structures including repair, renovation, alteration and maintenance work constitutes the provision of labor whereby materials and constituent parts are combined on the building site to form, make, paint, or build a structure, and thus is within the building and construction industry within the meaning of 29 U.S.C. § 158(f) in accordance with the standard set forth by the National Labor Relations Board in *Carpet, Linoleum and Soft Tile Local Union No. 1247*, 156 N.L.R.B. 951, 959 (1966), and Section 4203(b) of ERISA.

## 6. Universal Market Recovery

- a. Add a new Article III (Wages), Section 1(b) titled “Universal Market Recovery” in the Trade Agreement and a new Article IX (Wages), Section 6 titled “Universal Market Recovery” in the Market Recovery Agreement:
  - i. Employers will pay Universal Market Recovery Persons for all work performed on projects covered by this Agreement at a rate of seventy-five percent (75%) of the full journeyman package, subject to the following requirements:
    1. Each Employer may only employ one such Universal Market Recovery Person on each job;
    2. Each Employer may only employ one Universal Market Recovery Person per ten journeypersons in the shop; and
    3. Each Employer must preregister with the Union any job that will utilize a Universal Market Recovery Person.
  - ii. Employers may recruit any person to serve as a Universal Market Recovery Person.
  - iii. Universal Market Recovery does not apply to Local 490.
- b. Add a new Article XIII, Section 11 in Trade Agreement:
  - i. Violation 11: Failure to register and/or use of more than one Universal Market Recovery Person on a job and/or use of more than one Universal Market Recovery Person per ten journeypersons per shop.

1. 1<sup>st</sup> Offense Joint Trade Committee shall terminate the right to use any Universal Market Recovery Person during the term of this Agreement, and Employer must compensate all Universal Market Recovery Persons performing work on the affected job at the then in-effect full journey person package.

**7. Seven Hour Workday Option for 80% Work**

- a. Add a new Article XI (Hours of Work), Section 1(C) titled “Seven Hour Workday Option” in the Market Recovery Agreement:
  - i. Notwithstanding any other provision of this Agreement, for all 80% work, the Employer has the discretion to establish a work day that consists of a continuous seven (7) hour or eight (8) hour day, and/or a standard work week (Monday through Friday) of any thirty-five (35) or forty (40) hours in a week. For employees hired to a seven (7) hour workday and thirty-five (35) hour workweek, any time worked past seven (7) hours in a day or thirty-five (35) hours in a week shall be considered overtime. For employees hired to an eight (8) hour workday and forty (40) hour workweek, any time worked past eight (8) hours in a day or forty (40) hours in a week shall be considered overtime. The length of the workday and workweek for each job must be pre-requested during the bidding phase of the job.
  - ii. For the avoidance of doubt, each employee’s workday shall be established on a per-job basis, which means that if an employee assigned to an 80% job that is preregistered for a seven (7) hour workday is then assigned to a job that requires a minimum eight (8) hour day, such employee shall be paid for an eight (8) hour day when performing work on that job.
- b. Add a new Article XIII, Section 11 in Trade Agreement:
  - i. Violation 12: Failure to pay wages and/or fringe benefits based on the appropriate workday (e.g., an Employer assigns employees assigned to seven (7) hour workday on 80% jobs to jobs that require a minimum of eight (8) hour workday and fails to pay eight (8) hour workday for that job).
    1. 1<sup>st</sup> Offense Penalties for violations 9 and 10 above, and wages and benefits for preregistered seven (7) hour workday 80% job shall be paid based on eight (8) hour workday to all employees covered by this Agreement for the entire length of the job.
    2. 2<sup>nd</sup> Offense Penalties for violations 9 and 10 above, and Joint Trade Committee shall terminate the right to use any

journeypersons based on a seven (7) hour workday for 80% work during the term of this Agreement.

## **8. Saturday Straight Time Rate for Market Recovery**

- a. Revise the language in Article XI (Hours of Work), Section 1(A) in Market Recovery Agreement by adding the underlined language:
  - i. The standard work day shall consist of a continuous eight (8) hour day. For all market recovery or other relief work, the standard work week shall consist of any forty (40) hours in a week, Monday through Friday, excluding Saturdays and Sundays (which, if worked, will be considered overtime). The standard Day Shift shall be from 6:00 AM to 3:30 PM (any continuous eight (8) hours at regular rate of pay), and the standard Evening Shift shall be from 3:30 PM to 12:00 Midnight (any continuous eight (8) hours at regular rate of pay). All work between 12:00 Midnight and 6:00 AM shall be paid at time and one-half with prior approval from the Joint Trade Board. The Employer must indicate at the time of job registration, if the job is being performed on Day Shift, Evening Shift, or both. If the Employer fails to do so, any or all hours worked in the Evening Shift must be paid at the overtime rate of the applicable rate for wages and benefits. Notwithstanding any other provision of this Agreement, Employers performing market recovery work in Long Island and Westchester may request during the bidding phase of the job a standard forty (40) hour workweek of Tuesday through Saturday or Monday through Friday.

## **9. Overtime**

- a. Add the following to Article IV, Section 2(A) in the Trade Agreement:
  - i. When directly specified and published by a public agency (e.g., in its RFP, PLA, or other rules for work with the agency), work outside of the work week and hours shall be paid at overtime rate.

## **10. Finishing Industries Labor-Management Partnership**

- a. In Article XX, Section 7, replace references to Finishing Industries Labor-Management Partnership (“LMP”) with Labor Management Cooperation Initiative (“LMCI”).

## **11. Wage Rates for 485-x Affordable Housing Projects**

- a. Add a new Article III, Section 1(a) in the Trade Agreement:
  - i. Notwithstanding any other provision of this Agreement, the wage rates for journeypersons working on projects authorized pursuant to real property

tax law 485-x (“New York Affordable Housing Legislation”) may be consistent with the wage rates permitted by the applicable New York Affordable Housing Legislation, even if less than the journey person wage package otherwise set forth in this Agreement.

## 12. Paper Hanging

- a. Modify Article XXVII, Section 3(b) (Wallcoverers’ Price List & General Regulations) in the Trade Agreement, consistent with the following:
  - i. Wallcoverer’s Price List to be adjusted per main agreement, which shall include the following new categories of rates:
    1. Fabric panel rate (replacing existing fabric at track system): \$10.81 per square yard
    2. Acoustic panel applied with vinyl adhesive: \$1.78 per square foot
    3. Digital printed vinyl: \$9.05 per square yard
- b. Modify Article XXVII, Section 1 (Wallcoverers’ Price List & General Regulations) in the Trade Agreement consistent with the following:

Divisor will be as follows: 43 (May 1, 2024-October 31, 2024), 44 (November 1, 2024-April 30, 2026), 45 (May 1, 2026-April 30, 2027), and 46 (May 1, 2027-April 30, 2028).
- c. Replace Article XXVII, Section 4(c) (Quantity Discounts) in the Trade Agreement with the following:
  - i. The discount on piece rates for Employers that apply for jobs requiring over 750 square yards of cloth and/or material shall be 15% for all jurisdictions for all years of the Agreement.
- d. Strike Article XXVII, Section 5 (Paste Machine) in the Trade Agreement
- e. Revise Article XXVII, Section 2(15) by adding the following underlined language:
  - i. On all quantity discount-sized jobs as defined in Art. XXVII, Sec. 4, a Job Steward and an Apprentice shall be placed. Such placement shall be made in conformity with Art. IX, above.
- f. Strike Article XXVII, Section 3(a) with the following:
  - i. All Wallcoverers’ overtime shall be provided with an overtime stamp according to the following formula: regular time total (before overtime increment) divided by the divisor equals the number of stamp hours.

- g. Revise Article IX, Section 5 in Market Recovery Agreement to add the following language:
  - i. To calculate wallcoverer rates for piece rate work done on any market recovery job, the rate will be seventy-five percent (75%) of the full rate price list, provided the work has been approved for market recovery.

### 13. Allocation of Rate Increases

- a. In all instances that the Agreements indicate that subsequent increases will be allocated by the Union, including without limitation Article III (Wages), Sections 1, 3, 4, Article VII (Apprentice Regulations), Sections 1, Article XXVII, Section 6 (National Pension and Fringes) of the Trade Agreement, the following shall be added:
  - i. The Union shall inform the Association of their recommendation to their members of the allocation of subsequent increases, and notify the Association where the increases will be allocated.

### 14. Trust Administration

- a. Add the underlined language to Article XX, Section 3(a) in the Trade Agreement:
  - i. Contributions - Each Signatory Employer shall pay to the Insurance Fund under Agreements and Declarations of Trust heretofore and hereafter created or amended, the terms and provisions of which are specifically incorporated herein by reference, contributions for each trust fund in such amounts as are set forth in the schedule of wages and benefit contributions in this Trade Agreement for all JOURNEYPersons and apprentices employed by the Signatory Employer, for the most recent pay period. Each Signatory Employer shall be bound by and to the Agreements and Declarations of Trust of such trust funds, and the Policy for Collection of Delinquent Contributions, as may be amended from time to time, and all interpretations of and rules and regulations issued thereunder, as though they had actually signed the same. Such contributions shall be deposited, in accordance with the terms of this Trade Agreement, into the following trust funds and administered as set forth hereafter.
- b. Add the following underlined language to Article XX, Section 12(v) in the Trade Agreement:
  - i. Agree to be bound by all actions of said Boards of Trustees pursuant to the said Trust Agreements or other Trust Documents along with the Policy for Collection of Delinquent Contributions, as may be amended from time to time, which is incorporated herein by reference.

- c. Revise Article XXII, Section 1(e) in the Trade Agreement based on the underlined language below:
  - i. The Trustees ~~may shall not~~ accept any surety bond, cash deposit, or other non cash collateral from any Signatory Employer who shall have failed in the past to make payment of any sums found by the Trustees or National Trustees to be due under this Trade Agreement or under any prior Trade Agreement. In such cases, compliance with the security requirements shall be by cash deposit only.

#### **15. Increases to Promotion Fund Contributions**

- a. Revise Article XX, Section 11(b)(iv) in the Trade Agreement to provide an increase to the painting industry promotion fund amount of five (5) cents (from \$0.52 to \$0.57) as of May 1, 2024, and three (3) cents each subsequent year for the term of the Agreement.

#### **16. Negotiation of Project Labor Agreement**

- a. Add the following language to the end of Article I, Section 6 in the Trade Agreement, as follows:
  - i. The Union agrees to promptly provide the Association all signed public and private Project Labor Agreements negotiated by the Building and Construction Trades Council affecting or potentially affecting work covered by this Agreement.

#### **17. Payments**

- a. Revise Article XXI, Section 1(F) as follows:
  - i. (F) Regardless of the ability or inability of a Signatory Employer to pay its required Fringe Benefit Contributions, the Signatory Employer shall be required to submit through the online portal system remittance reports weekly ~~and the bargaining parties recommend that the trustees create an option for employers to make fund payments and submit remittance reports electronically.~~ The failure to submit such reports will subject the Signatory Employer to fines by the Joint Trade Committee.

#### **18. Bonds**

- a. Replace Article XXII, Section 1(c) in the Trade Agreement with the following:
  - i. Amount of Security. The amount of security which the Signatory Employer is required to deposit with the Trustees under the voucher system shall be based on Employer company payroll from the prior fiscal year as follows:

1. (a) Up to \$250,000 in company payroll – bond of \$25,000
  2. (b) \$250,000 to \$500,000 in company payroll – bond of \$50,000
  3. (c) \$500,000 to \$1,000,000 in company payroll – bond of \$100,000
  4. (e) over \$1,000,000 in company payroll – bond of \$200,000
- ii. The security provided in accordance with the foregoing shall be available to satisfy any delinquency in Article XX Fringe Benefit Contributions, and any interest or liquidated damages resulting from any delinquency, and to satisfy any judgments obtained by the Trustees in connection with delinquent contributions. In the event that a former Signatory Employer does not report any work covered by this Trade Agreement (or its successor) for a two year period and such Employer refuses or fails to make records available to the Certified Public Accountant as described in Article XXI, Section 1(a), the entire amount of such Employer’s security shall apply and be paid to the Fringe Benefit Funds (in proportion to their respective contribution rates) to the Signatory Employer’s credit.
  - iii. The Parties recognize that the Association is the principal bargaining partner of the Union, and as such, all Association members shall receive a 25% reduction in the above-listed bond amounts during the term of this Agreement, except the minimum bond shall be \$25,000.

## 19. Apprentices Ratios

- a. Add new language to Article VII, Section 5 in the Trade Agreement:
  - i. The Parties acknowledge the importance of a successful apprenticeship program for the future vitality of the industry. All signatory contractors acknowledge their responsibility to employ apprentices and must make good faith efforts to do so. The Joint Apprentice Committee will meet at regular intervals and as necessary to monitor and resolve compliance issues. [See Art. VII. Sec. 6.]
- b. Add new language to Article VII, Section 5 in the Trade Agreement:
  - i. The Parties agree that Employers shall provide evaluations of apprentices, using the already-approved evaluation form, to the FTI Training Director.

## 20. Non-Bargaining Unit Work

- a. Add a new Article XXI, Section 1(c) in the Trade Agreement:
  - i. Except with respect to management and/or office personnel who have resigned their active membership from the Union and from using the tools of the trade, JOURNEYPersons and apprentices shall only be assigned

to bargaining unit work as defined in this Trade Agreement. If a JOURNEYPERSON or apprentice is directed to perform non-bargaining unit work by its Signatory Employer in violation of this Trade Agreement, the Employer shall be liable to pay contractual wages and make fringe benefit contributions on behalf of the JOURNEYPERSON and apprentice for each hour worked and paid for the non-bargaining unit work.

## 21. Labor Peace Committee

- a. Add the following as a new Article XIV (Strikes and Lockouts), Section 6 to the Trade Agreement and as a new Article XXVI (Strikes and Lockouts), Section 6 to the Market Recovery Agreement:
  - i. Labor Peace Committee – In the interest of labor peace, and in recognition of the relationship between the Association and the Union, the Union BMST, or his/her designee, and the Association President, or his/her designee, and such other persons as they may mutually designate (including representatives of any signatory Employer) shall convene on a quarterly basis, or at the request of either President, to discuss any labor disputes, of which they are aware, with Signatory Employers and any other such disputes affecting or potentially affecting a Signatory Employer. Both parties shall use their best efforts to notify the other party of such disputes in advance of engaging in economic or other self-help options. Any disputes regarding the sufficiency of the notice contained in this paragraph shall be addressed solely at, and by, the Labor Peace Committee, and without recourse to the grievance and arbitration provisions of this Agreement, or in any other forum.

## 22. Applications for Relief

- a. Revise Article III, Section 1(E) of the Market Recovery Agreement as follows:
  - i. For new construction of commercial buildings in Manhattan 96th Street and below, Employers may make applications for relief to the Joint Trade Committee Board pursuant to Article I § 5(j) of the Trade Agreement.

## 23. Subcontracting

- a. Revise Article XV, Section 1(a) of the Trade Agreement by adding the underlined language below:
  - i. To protect and preserve for the employees covered by this Trade Agreement all work they have performed and all work covered by this Trade Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed that if any Association Employer performs on-site construction work of the type

covered by this Trade Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture or non-union painting and/or decorating entities, wherein the Association 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 Trade Agreement shall be applicable to all such work and shall be responsible for the payment of the benefit contributions when due to the Funds.

24. Wages and benefits for Bathtub Refinishing work shall be 80% of the Journeyperson rate.

25. Pursuant to the Alternate Schedule 2 Agreement between the Parties, effective May 1, 2024, the Parties agree to increase the Pension Fund contribution rate by:

- a. \$0.83 per hour for the Journeyperson Painters to \$12.24 per hour;
- b. \$0.08 per hour for the 1<sup>st</sup> Year Apprentice Painters to \$2.75 per hour;
- c. \$0.25 per hour for the 2<sup>nd</sup> Year Apprentice Painters to \$5.16 per hour;
- d. \$0.33 per hour for the 3<sup>rd</sup> Year Apprentice Painters to \$6.36 per hour;
- e. \$0.66 per hour for the 4<sup>th</sup> Year Apprentice Painters to \$10.37 per hour;
- f. \$0.98 per hour for the Paperhangers to \$12.17 per hour.
- g. \$0.40 per hour for the Market Recovery rate.
- h. \$0.77 per hour for the 80% Maintenance rate.
- i. \$0.76 per hour for the 80% PLA rate.

**26. Exclusivity Provisions**

- a. Strike Article I, Section 3 in Trade Agreement
- b. Modify Article III, Section 2 in Trade Agreement by adding the underlined language: “Where the building owner and/or building manager has put into the building rules and regulations that it will utilize members of the Association of Master Painters or other Signatory Employers,”
- c. Modify Article IV, Section 2(c) in Trade Agreement by adding the underlined language: “Where the building owner and/or building manager has put into the building rules and regulations that it will only utilize members of the Association of Master Painters or other Signatory Employers,”



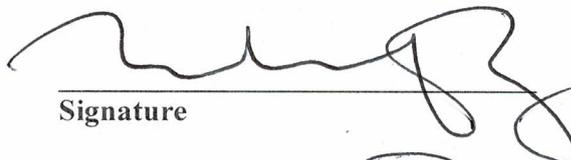
INDEPENDENT STIPULATION

The undersigned Company agrees to adopt and be bound by the terms of this Stipulation of Agreement and to execute the finalized Collective Bargaining Agreement when it is completed.

Date: 6/24/24

PAZ INTERIORS, INC.  
Name of Company

607-A ALBANY AVE., N. AMITIVILLE  
Address NY 11701

  
Signature

MICHAEL PAZ  
Printed Name

PRESIDENT  
Position

Date:

DISTRICT COUNCIL NO. 9  
INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES

\_\_\_\_\_  
Joseph Azzopardi, BMST