



International Union of Painters and Allied Trades

DISTRICT COUNCIL 57 OF WESTERN PA

CHRIS GERONIMOS

Business Manager / Secretary Treasurer

PH: 412.276.5758 ♦ FAX: 412.276.5770

101 Ewing Road

Carnegie, PA 15106-1523

May 23, 2023

Brothers and Sisters,

Enclosed for your review is the tentative Language, Wage & Benefits that you will vote on for a 3-year contract. We will be voting on 3 years of allocations instead of 2 like originally proposed.

We urge you to attend this very important ratification vote on the proposed contract. The contents of your collective bargaining agreement affect your wages, working conditions and your future.

This is an official notice that a **ratification vote** (contract vote) will take place on **SATURDAY, May 27th, 2023. PLEASE SEE THE TIMES FOR EACH LOCATION**

ALL LOCAL 6, 409* AND 530* MEMBERS CAN VOTE AT ANY OF THE FOLLOWING LOCATIONS:

8:00 am

DISTRICT COUNCIL 57 OFFICES
101 EWING ROAD
CARNEGIE, PA 15106

9:00 am*

ELECTRICIANS LU 712 HALL
217 SASSAFRAS LANE
BEAVER, PA 15009

9:00 am*

CASTLE PUB
122 N CENTER STREET
EBENSBURG, PA 15931

In solidarity,

Chris Geronimos

Business Manager/Secretary Treasurer

PLEASE SEE THE REVERSE SIDE AND ADDITIONAL PAGES FOR WAGE ALLOCATIONS AND LANGUAGE CHANGES, (SEE ITEM 16 FOR LANGUAGE CHANGE FROM PREVIOUS MAILING)

REPRESENTATIVES

Terry Manuel ♦ Andrew Croll ♦ Joe Hughes ♦ Ron Buechel ♦ Claire Cawley
Steve Olash ♦ Dennis Alvirena ♦ Jerry Ferilla ♦ David Lovelace ♦ Ray Maioli ♦ Brandon Venslosky

Apprenticeship Coordinators

Brian Herbinko ♦ Thaddeus Szymkowiak ♦ Brandon Zieger ♦ Ryan Kent

The following are housekeeping items that will change throughout the area wide painting agreement.

- All dates to be changed to reflect new CBA.
- Whereas is the words “he, him, and men” be spelled out, it should be changed to “He/She, Him/Her and Men/Woman.”
- All spacing issues, spelling, and font type differences should be cleaned up.
- LMCF to be changed to LMCI per constitution throughout the CBA.
- LMP to be changed to LMCI per constitution throughout the CBA.
- Article I- add the word “benefits”. The paragraph will read as follows:
“...the Union is the exclusive representative of all the employees in such unit for the purposes of Collective Bargaining in respect to rates of pay, benefits, wages, hours of employment, or other conditions of employment.”
- “Fund” should be changed to “Initiative” when referring to the LMCI throughout the CBA.
- IU admin is to be updated to \$0.10 according to the constitution and the organizing fund is to be updated per the district council bylaws. It will read as follows:
“4.5% Dues Deduction - \$0.05/hr. Political Action, International \$0.10/hr. IU Admin. Deduct, Organizing Fund \$0.25/hr. effective 6/01/2023, \$0.35/hr. effective 6/01/2024, and \$0.45/hr. effective 6/01/2025. Note: \$0.01/hr. out of the organizing fund shall remain in such fund, the remaining amount, (\$0.24/hr., \$0.34/hr., and \$0.44/hr. shall be redirected into the Building Fund according to the District Council Bylaws.”
- Article V, Section 3- Bold “No Work” performed on Labor Day.
- Article V, Section 4- “For the entire shift” to be added.
- Article V, Section 6- “which shall be paid” to be added.
- Article VI, Section 4, subparagraph I - “or by direct deposit” to be added.
- XXIII Section 2 does not exist. Should be XXV Section 2.
- Article IX, Section 10- PCA should be changed to WPPCA.
- Language to be inserted into the CBA at the end of Article X, IUPAT Union and Industry Pension Fund- Pension Contributions as a Percentage of the Package Sec. 232. District Councils shall make a maximum effort to include in each of their collective bargaining agreements, the following clause: Effective January 1, 2022, and each year thereafter, the Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union shall notify the employers of the new Pension rate each year. (this is already in effect per the constitution)
- Language to be inserted into the CBA at the end of Article X, IUPAT Union and Industry Pension Fund- On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate Schedule 2” and adopt the following required increases to hourly Pension Fund contributions:
Effective 6/1/2022, there shall be an increase of \$0.51 (8%) above the existing hourly contribution rate.
Effective 6/1/2023, there shall be an increase of \$0.39 above the existing hourly contribution rate.
Effective 6/1/2024, there shall be an increase of \$0.38 above the existing hourly contribution rate.
Total due by 12/31/2024 was \$1.28 (20%). This will be accomplished by 6/1/2024.
(This was already voted on and approved by the membership in May of 2022.)

The following are contract language changes: ADDITIONS OR CHANGES ARE IN RED

1. Article V, Section 3 – “The following holidays will be paid at the rate of double the employee’s rate of pay: New Year’s Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran’s Day (observed on the day after Thanksgiving), Thanksgiving Day and Christmas. **Employees who choose to take Veteran’s Day off and/or Martin Luther King Day will not be penalized by their employer...**” **CBA PAGE 5**
2. Article V, Section 7 – “When an Employer hires a worker to perform work covered by this agreement, and orders him/her to report at a certain time and place, and then fails to put him/her to work **for at least two hours**, such an Employee, having reported promptly, **shall receive a minimum** of two (2) hours pay and no excuse on the part of the Employer will be accepted for not putting him/her to work except weather conditions over which the Employer has no control.” **CBA PAGE 6**
3. Article V, Section 11 – “All fringe benefit contributions shall be made on hours worked. This shall include hours attributable to show up time **in accordance with Article V, Section 7**. There shall be no pyramiding of Fringe Benefits.” **CBA PAGE 6**
4. Article V, **NEW SECTION 13- When an employee is moved during the day from one job location to a second job location, the Employer agrees to pay the parking charges at the second job location. CBA PAGE 7**
5. Article VI, Section 1- **REMOVE REGION II and its entirety from the CBA. ON CBA PAGES 8, 9 & 10**

REPRESENTATIVES

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6. Article VI, Section 1- Project quality control inspector- NACE Level I - 70% of applicable journeyman rate - no change - **NACE Level II - 80% of applicable journeyman rate** - (Increase from 75%) - **NACE Level III - 100% of applicable journeyman rate** - (Increase from 80%). **CBA PAGE 8**
7. Article VI, Section 4, subparagraph H- Foreman pay to **increase \$0.25/hr** for commercial, industrial, and bridge/stack foreman’s rate. **CBA PAGE 11**
8. Article VI, Section 4, subparagraph J – “All wages shall be paid by negotiable check **or direct deposit** and shall be accompanied by statement of gross earnings and any deductions legally made. Such statement shall show the employer’s name, employee’s name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due the employee. **If an employee requests a paper copy, the employer must provide such statement within one week of the request.** Wage payments shall conform with all applicable federal and state laws.” **CBA PAGE 11**
9. Article VI, Section 4, subparagraph O – “**Timesheets must be filled out by the foreman or superintendent on jobs where there are more than 3 employees working. All paperwork shall be completed on company time.**” Shift all subsequent subparagraphs down. **CBA PAGE 11**
10. Article VII, Section 2 – “The Employer will supply all tools necessary to perform the work described in “Article I – Scope of Work” except for **a duster and a scraper** on Commercial work.” **CBA PAGE 12**
11. Article VIII, Section 4 - **Lodging increase \$115.00 as of 6/1/23, \$125.00 as of 6/1/24, and \$135.00 as of 6-1-25. CBA PAGE 13**
12. Article VI, Section 3 - **Remove** "No Apprentice shall be paid less than \$10.00 per hour. **CBA PAGE 9**
13. Article VI, Section 3 - Commercial Painter and decorator scale to be changed from **50% to 60% and 60% to 65%. The work hours stay the same. CBA PAGE 9**
14. Article VI, Section 4, subparagraph F- **REMOVE Paint Tender I & II and its entirety from the CBA. CBA PAGE 9 & 10**
15. Article VI, Section 4 subparagraph- (New F after original has been removed) - "Any work defined as commercial and the work is performed on a suspended work platform such as a swing stage, spider, or bosun's chair, etc., the employee shall be paid an additional \$1.00 an hour." **CBA PAGE 10**
16. Article V, Section 2 – Final sentence of section 2 “...**Sunday will be paid at DOUBLE TIME the applicable rate at all times in wages, unless an employee missed more than one day Monday through Friday, when work was available (effective June 1, 2024).**”
17. **RATE INCREASES:**

	June 01, 2023	June 01, 2024	June 01, 2025
Commercial	\$2.25	\$2.50	\$2.90
Industrial	\$2.75	\$3.00	\$3.15
Bridge	\$2.75	\$3.25	\$3.90

THE REVERSE SIDE HAS THE ALLOCATION BREAKDOWN OF WAGES

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ALLOCATIONS ARE FOR ALL 3 YEARS
TOTAL INCREASE (TOTAL PACKAGE)

	<u>June 01, 2023</u>	<u>June 01, 2024</u>	<u>June 01, 2025</u>
Commercial	\$2.25 (\$54.57)	\$2.50 (\$57.07)	\$2.90 (\$59.97)
Industrial	\$2.75 (\$60.02)	\$3.00 (\$63.02)	\$3.15 (\$66.17)
Bridge	\$2.75 (\$62.34)	\$3.25 (\$65.59)	\$3.90 (\$69.49)

OPTIONS WITH +WAGE INCREASES (TAKE HOME PAY) AND BENEFIT INCREASES

OPTION A

	<u>6-1-2023</u>	<u>6-1-2024</u>	<u>6-1-2025</u>
Commercial	+\$1.40 (\$30.56)	+\$1.58 (\$32.14)	+\$2.03 (\$34.17)
Industrial	+\$1.90 (\$36.01)	+\$2.08 (\$38.09)	+\$2.28 (\$40.37)
Bridge	+\$1.90 (\$38.33)	+\$2.33 (\$40.66)	+\$3.03 (\$43.69)
\$0.45 into the H&W		\$0.50 into the H&W	\$0.55 into the H&W
\$0.39 into the pension (per schedule 2) (\$7.32)		\$0.38 into the pension (per schedule 2) (\$7.70)	\$0.15 into the pension (\$7.85)*
\$0.00 into the annuity (\$3.50)		\$0.00 into the annuity (\$3.50)	\$0.10 into the annuity (\$3.60)
\$0.01 into the DC apprenticeship		\$0.02 into the DC apprenticeship	\$0.05 into DC apprenticeship
<u>\$0.00</u> into the DC LMCI		<u>\$0.02</u> into the DC LMCI	<u>\$0.03</u> into DC LMCI
\$0.85 total in benefits		\$0.92 total in benefits	\$0.88 total in benefits

OPTION B

	<u>6-1-2023</u>	<u>6-1-2024</u>	<u>6-1-2025</u>
Commercial	+\$1.20 (\$30.36)	+\$1.38 (\$31.74)	+\$1.83 (\$33.57)
Industrial	+\$1.70 (\$35.81)	+\$1.88 (\$37.69)	+\$2.08 (\$39.77)
Bridge	+\$1.70 (\$38.13)	+\$2.13 (\$40.26)	+\$2.83 (\$43.09)
\$0.45 into the H&W		\$0.50 into the H&W	\$0.55 into the H&W
\$0.39 into the pension (per schedule 2) (\$7.32)		\$0.38 into the pension (per schedule 2) (\$7.70)	\$0.15 into the pension (\$7.85)*
\$0.20 into the annuity (\$3.70)		\$0.20 into the annuity (\$3.90)	\$0.30 into the annuity (\$4.20)
\$0.01 into the DC apprenticeship		\$0.02 into the DC apprenticeship	\$0.05 into DC apprenticeship
<u>\$0.00</u> into the DC LMCI		<u>\$0.02</u> into the DC LMCI	<u>\$0.03</u> into the DC LMCI
\$1.05 total in benefits		\$1.12 total in benefits	\$1.08 total in benefits

OPTION C

	<u>6-1-2023</u>	<u>6-1-2024</u>	<u>6-1-2025</u>
Commercial	+\$1.05 (\$30.21)	+\$1.13 (\$31.34)	+\$1.42 (\$32.76)
Industrial	+\$1.55 (\$35.66)	+\$1.63 (\$37.29)	+\$1.67 (\$38.96)
Bridge	+\$1.55 (\$37.98)	+\$1.88 (\$39.86)	+\$2.42 (\$42.28)
\$0.45 into the H&W		\$0.50 into the H&W	\$0.55 into the H&W
\$0.39 into the pension (per schedule 2) (\$7.32)		\$0.38 into the pension (per schedule 2) (\$7.70)	\$0.30 into the pension (\$8.00)
\$0.35 into the annuity (\$3.85)		\$0.45 into the annuity (\$4.30)	\$0.55 into the annuity (\$4.85)
\$0.01 into the DC apprenticeship		\$0.02 into the DC apprenticeship	\$0.05 into DC apprenticeship
<u>\$0.00</u> into the DC LMCI		<u>\$0.02</u> into the DC LMCI	<u>\$0.03</u> into the DC LMCI
\$1.20 total in benefits		\$1.37 total in benefits	\$1.48 total in benefits

In year 3, 2025, per the IUPAT Constitution there shall be a minimum of five percent (5%) of the total negotiated increase in wages and benefits for that year automatically directed into the pension.

Negotiating Committee: Chris Geronimos, Andrew Croll, Steve Olash, Brian Herbinko, Claire Cawley, Ray Maioli, Brandon Venslosky, William Fogel, Chris Gongaware, and John Russell

REPRESENTATIVES

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