MEMORANDUM OF
UNDERSTANDING

(For Out-of-Town Contractors)

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of
_____, 20____, by and between the International Union of Painters and Allied
Trades Local Union No.1

(Name and No. of Local Union)
of

(Location of Local Union)

(herein called “Union”) and

(Name of Contractor)

(Address of Contractor)
(herein called “Employer”), covering all work performed by the Employer within the jurisdiction
of the Union as set forth in the Charter issued to it by the International Union of Painters and
Allied Trades (herein called “IUPAT”) and/or as established by the General Executive Board of
the IUPAT.

The Employer hereby agrees and acknowledges that the Employer is party to a Collective
Bargaining Agreement with

(Name and No. of Employer’s Home Local)
(herein called “Home Local”) of

(Location of Home Local)
effective until

(Expiration Date of Home Agreement)
(herein called “Home Agreement”), whereby the Employer has bound himself, when engaged in work in a jurisdiction
other than that of

(Name and No. of Home Local)
to abide by and comply with all lawful provisions of the Collective Bargaining Agreement in
effect in said other jurisdiction.

By virtue of the mutual promises and considerations therein and herein expressly or
impliedly contained, the Employer agrees that with respect to work performed by the Employer
within the jurisdiction of the Union as set forth above, the Employer is and shall be bound by all
lawful provisions, including but not limited to provisions covering wages, working conditions,
and fringe benefits, of the existing Collective Bargaining Agreement by and
between the Union and its employers, effective

(Effective Date of Area Agreement)
(herein
called “Area Agreement”).

The Employer further agrees that for the purpose of making contributions to fringe
benefit funds established by said Area Agreement, on behalf of employees employed by the
Employer from within the jurisdiction of the Union:

1 Where a District Council is involved, substitute “District Council” for “Local Union,” wherever applicable in this Agreement.
(1) Contributions into said funds shall be made at the rate, in the manner and under the terms and conditions specified in said Area Agreement;

(2) (a) (Where International Pension Plan is in effect) The Employer is bound by and to the Agreement and Declaration of Trust effective __________, 20 ____, establishing the PAT International Union and Industry Pension Fund, and the Standard Form of Participation Agreement issued by the Trustees of said Fund;

(b) The Employer is bound by and to the Agreement and Declaration of Trust, effective __________, establishing the ______________ Fund;

(Effective Date) (Name of Fund)

(3) The Employer acknowledges receipt and/or examination of each of the above-described documents;

(4) The Employer irrevocably designates as his or her representatives on the Boards of Trustees of each of the above-described Funds such Trustees as are named in said Trust Agreements as Employer Trustees, together with their successors selected in the manner provided in said Trust Agreements; and

(5) The Employer is and will be bound by all actions taken by said Trustees pursuant to the said Trust Agreements.³

This Memorandum of Understanding is contingent on the continuation of a collective bargaining relationship between the Employer and the Home Local. This Memorandum of Understanding shall not be in effect and shall not apply during any period of time when the Home Agreement is not in effect or when the Employer’s Home Local is engaged in a lawful strike directed against this Employer. This Memorandum of Understanding shall expire with the expiration of the Home Agreement or the Area Agreement, whichever sooner occurs.

Signed: For the Employer For the Union

By ____________________________ By ____________________________