

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 711**

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**

**AND THE**

**GARDEN STATE COUNCIL INC.**

**EFFECTIVE**

**MAY 1, 2021 THROUGH APRIL 30, 2026**



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This Agreement is made and entered into this first (1<sup>st</sup>) day of May, 2021 by and between The Garden State Council, Inc. hereinafter referred to as the "Association", and District Council 711 affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the Union.

## **ARTICLE I – Recognition**

**Section 1.** The Association hereby recognizes IUPAT District Council 711 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.

**Section 2.** The Union recognizes the Garden State Council as the exclusive bargaining agent for all contractor employers.

**Section 3.** The terms of employment, wages, hours of work and working conditions shall be maintained on a consistent basis for all employers and employees.

- (1) The parties agree that any employer who has entered into this agreement has the option to adopt or work under any other agreements, or terms or provisions thereof, which the Union has entered into with any other employer performing such work.

**Section 4.** The terms of this agreement shall be binding upon the assigns and successors of the respective parties.

**Section 5.** The employer agrees to register all jobs by mail/text/fax/email to the Union main or local office in the area where the job is performed prior to starting any job. The original form shall be retained by the employer. Failure to comply is a violation of this agreement and is subject to an automatic \$500.00 fine which must be paid to the Joint Trade Board before continuing work on said job.

**Section 6.** All employers shall report to the Union the loss of any contract to a non-signatory contractor.

**Section 7.** It is stipulated and agreed that the current Business Manager/Secretary Treasurer of IUPAT District Council 711 (herein referred to as the BMST) is the authorized representative of the Union.

**Vincent M. Lane, B.M./S.T.**

It is stipulated and agreed that the current Executive Director is the authorized representative of the Garden State Council.

**Andy Singh, Executive Director**

In the event that either party is no longer authorized by their respective organization, that party shall provide the other party with the name and address of the new authorized representative by registered letter/email, return receipt requested.

## **ARTICLE II — Scope of Bargaining Unit and Work Jurisdiction**

The geographic jurisdiction of the Union party to this Agreement is the State of New Jersey.

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of "painter" for the Employer. In addition, whether or not specifically referenced herein, this Agreement also applies to all employees performing any trade jurisdiction work identified and described in this Article.

Within the meaning of this provision, the work of the "painter" 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 and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-glass fiberglass, 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, manufacturing plants, parking, traffic and air strip lines, trucks, automobile and railroad cars, aircraft, 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, epoxies, epoxy injection and T-lock welding, alcalyds, 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, 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/or coating systems during their applications will be performed by the painter. All pedestrian bridges in Casinos, Condominiums, Hotels, Educational Facilities, Hospitals and Offices.

The cleaning of rugs and carpets and all drapery hanging, make-up and the installation of drapes and window treatments.

Wall Covering work will include, but not 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 vinyl's, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner molding 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.

Floor and Decorative Coverings Workers work will include, but not limited to: (1) measuring, cutting, fabrication, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of all types and designs, sheet rubber, sheet vinyl, pre finished hardwood floors, laminate floors and laminate floor systems, cork carpet, rubber tile, asphalt tile, tile, cork tile, interlocking tile, mastipave, composition in sheet or tile form and all derivatives of above; artificial turf and derivatives thereof, all resilient seamless materials such as epoxy, polyurethane, plastics and their derivatives, components and systems; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc., on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slatting for installing or fastening carpet, the installing of all nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to, substrate preparation and the application of all self leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayment as required. The cleaning of rugs and carpets and all drapery hanging, make-up and the installation of drapes and window treatments.

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 rekrating 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.

Sign and Display Painters' work shall include, but not be limited to: (1) the installation of all signs and servicing of the 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 International Union.

Scenic Artists' and Designers' work will include, but not be limited to: models, sketches, carpenters' drawings, painting for theatrical productions, motion picture settings and all 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 its various effects.

**All Tools, Equipment and Materials:** (1) the handling, assembling, disassembling, operations, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union 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 International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall include, but not to be limited to, brushes, rollers, spray painting equipment, coating applications, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive equipment, shot, bead, water, ice, sponge 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 of compressors.

**Technological Improvement Advancements, New or Substitute Systems or Process and/or New or Substitute Materials:** the jurisdiction of this International Union shall include and extend to any and all new or substitute systems 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 of the provisions in the General Constitution or any Collective Bargaining Agreement to which the International or any of its subordinate bodies is a party .

### **ARTICLE III - Out-of-Area-Jurisdiction**

The geographic jurisdiction of the Union party to this Agreement is the State of New Jersey.

**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 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; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

**Section 2.** 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 Local Unions 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 where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided, further, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in



accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages.

This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and after exhaustion of those procedures, through the Courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and after exhaustion of those procedures through the Courts.

#### **ARTICLE IV – Union Security**

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 the 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.

(1) Every Employer signatory to this Agreement hereby agrees to deduct from the wages of any employee employed by such Employer during the term of this Agreement, administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:

- a) 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.
- b) 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.
- c) On or before the forty-fifth (45<sup>th</sup>) day following the end 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.

(2) 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 (or Business Manager) "assessment," the Employer shall check off from the wages of employees covered by this Agreement and employed on that 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, that 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 (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 or the applicable by-law 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 or business representative/Business Manager "assessment," the Employer shall continue to be bound by Section (1).

The obligations of the Employer under Sections (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card as certified by the union after forty-eight (48) hours after making application to the union.

## **ARTICLE V - 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 legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; 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 of 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 VI - Efficiency of Operations**

**Section 1.** Since achieving greater efficiency in all aspects of the Employer's work is deemed appropriate and necessary, the District Council (or Local Union) shall encourage employees to perform their duties on behalf of the Employer as per PDCA or equivalent standards, and accomplish desired results in as efficient and productive a manner as possible. Failure to meet these standards may result in termination as per Article X Section 11, of this Collective Bargaining Agreement. There



shall be no restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restriction as to the use of laborsaving machinery or devices in any aspect of the work that may be assigned by the Employer.

**Section 2.** It is agreed that all employees will furnish all traditional hand tools (4ft extension pole, 9" and 4" roller and sleeve, paint brush for trim, phillips and flat screwdriver, 5 in 1 tool, caulking gun), putty knives, spackle knives, dusters etc.; in addition, all employees will wear clean whites and proper foot wear.

## **ARTICLE VII - Drug-Free and Alcohol-Free Workplace Substance Abuse Policy**

**Section 1. PURPOSE:** The parties agree on the importance of a safe work environment. To the extent that drug and alcohol use and abuse compromise work place safety, the parties adopt this policy as a means achieving their mutual intent to create and maintain a drug and alcohol-free work place.

The parties also recognize that drug and alcohol abuse is an illness. It is therefore the intent of the Policy to set forth not only a uniform substance abuse testing procedure, but to provide, where appropriate, reasonable opportunity for rehabilitation and eventual return to work of those person found in violation of this Policy.

### **Section 2. PROHIBITED ACTIVITY:**

- (a) The use, possession, transportation or sale of intoxicating beverages, legal, or illegal drugs or paraphernalia by any employee during working periods, while on Company premises or in a Company vehicle, or while on any job site including the parking lot is prohibited. The only exception shall be for properly reported prescription drugs prescribed by a licensed physician as medication for use by the person possessing such substance.
- (b) Reporting to work under the influence of intoxicating beverages or testing positive for drugs is prohibited.

**Section 3. APPLICABILITY:** The Employer may conduct drug and alcohol testing for any individual referred to the Employer as a journeyperson(s) or apprentice(s). Further, journeyperson(s) and apprentice(s) in the employ of the Employer may during the course of their employment, be the subject of drug and alcohol testing under the following circumstances:

- (a) Physical signs and symptoms consistent with drug or alcohol use, such as but not limited to: impaired speech, appearance, body odors, engaging in or exhibiting conduct or behavior which tends to jeopardize safety in the workplace, of other employees, property, or the general public. The observations may include indications of the chronic and withdrawal effects of prohibited drugs. These signs may also include repeated on-the-job accidents, incidents, near misses, or repeated errors. Each party agrees that it will comply with any customer-mandated substance abuse program.

- (b) Occurrence of a serious accident which results in injury to persons or serious damage to equipment or property that may have been caused by human error, or flagrant violations of established safety, security, or other operational procedures.
- (c) Notwithstanding anything to the contrary, the Employer shall not, in testing for the presence of drugs or alcohol, act in an arbitrary or capricious manner.
- (d) When the Employer determines that an employee is to be tested for drugs and/or alcohol in accordance with this Policy, the Employer shall immediately contact the Union Steward or a designated representative and inform him/her of the name of the person being tested and the reason for the test.

**Section 4. TESTING PROCEDURE:** Testing for the presence of controlled substances (drugs), shall be by urine sampling. Testing for the presence of alcohol may be by blood, breath, and/or Q.E.D. testing. In order to ensure the integrity of the testing process, the following procedure will be followed in conducting drug and alcohol testing.

- (a) Consent Form: Each regular employee or casual will be required to sign a Consent Form at the collection site prior to undergoing a drug or alcohol test for a reason as set forth in this Policy. Failure to sign a Consent Form will result in termination.
- (b) Testing Laboratory: A reliable laboratory certified by the National Institute on Drug Abuse (NIDA) will be used. The laboratory must maintain its certification.
- (c) Integrity and Identity of Specimen: Each specimen will be identified by code number, not name, to ensure confidentiality of the Donor. Each container will be properly labeled and made tamper-proof, in the presence of the Donor.
- (d) Chain of Custody: Handling and transportation of each specimen will be properly documented through strict chain of custody procedures.
- (e) Laboratory Analysis Procedures: The initial test will be Enzyme Immunoassay. Each specimen identified as positive on the initial test shall be confirmed using Gas Chromatography/Mass Spectrometry techniques.
- (f) Cutoff Levels:

<b><u>DRUGS</u></b>	<b><u>SCREENING TEST</u></b>	<b><u>CONFIRMATION TEST</u></b>
Amphetamine	500ng/ml	500ng/ml
Barbiturate	200ng/ml	200ng/ml
Cocaine	300ng/ml	150ng/ml
Marijuana (THC)	50ng/ml	10ng/ml
Opiates Group	300ng/ml	100ng/ml

PCP  
Alcohol

25ng/mil  
.08

20ng/mil  
.08

The alcohol level shall be lowered to such level as may be applicable in the State of New Jersey.

- (g) Alcohol & Drug Testing: In situations where the individual is suspected of alcohol use, the individual shall submit to a blood, breath and/or Q.E.D. test administered by a person certified to administer such test. If the individual refuses to submit to both such tests, his/her employment will be terminated.

**Section 5. Random Drug Testing:** All employees must submit to a random drug and alcohol test and will carry a card to certify testing and results thereof. The employer has a right to demand a valid drug test as a requisite to employment. The employer has the right to terminate employment upon non-compliance, after testing positive. The employee at his/her expense, must certify (obtain certification) that he/she is clean in writing to the union.

IUPAT District Council 711; Painters Locals 277, 694 and 1047; and the Garden State Council have adopted the **GARDEN STATE COUNCIL AND IUPAT DC 711 JOINT DRUG AND ALCOHOL-FREE WORKPLACE PROGRAM**. The Union, in cooperation with the Garden State Council, shall administer the program covering all bargaining unit members employed by the Garden State Council Employers and any other Employer signatory to this agreement. The Drug and Alcohol Program enacted by the Union and the Garden State Council pursuant to this provision shall be incorporated in and made part of this agreement. Compliance with said program shall be considered a mandatory condition of employment for those covered as defined above. Mandatory Project on site drug testing will be included in the program. The District Council 711 Health and Welfare Fund shall provide funding of the program.

**Section 6. RECORDS:** All drug and alcohol test results and records are considered confidential and will be kept by the private testing laboratory. They will be made known only to those Employer and Union representatives who must be involved in the decision-making process and results will only be reported as "positive" or "negative". Information regarding an individual's illegal use of drugs may be released outside the Company in the Grievance and Arbitration procedures, and only as required in the rehabilitation process, or as required by law.

## **ARTICLE VIII - No Strikes/No Lockouts**

During the term of this Agreement, and any extensions thereof, the District Council shall not authorize, encourage or participate in any strike, work stoppage, or slowdown or otherwise interfere with the performance of work by the Employer's employees, except in circumstances otherwise permitted in this Agreement. The Employer shall not, in any manner, threaten or cause a lockout of its employees during the term of this Agreement, or any extensions thereof.

## **ARTICLE IX - Dispute Resolution**

**Section 1.** The Union and the Association shall establish and maintain a Joint Trade Board composed of six members, three appointed by the Union and three appointed by the Association. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Association appointees have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose co-chairpersons to serve such terms as may be agreed upon by the Board, provided that one such officer is a Union appointee and one an Association 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 employers and audits of employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons 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 a Chairperson in written form, with copy furnished to the opposing party.

**Section 5.** The Joint Trade Board shall meet quarterly and on an as-needed basis, but special meetings may be called by a Chairman 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 Joint Trade 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 the representative 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 to 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.** 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 12.** 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 13.** 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 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/or fringe benefits 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. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.

**Section 14.** Notwithstanding Sections 11 and 12, 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.

**Section 15.** The remedies and sanctions specified in Sections 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

**Section 16.** All funds of the Joint Trade Board will be used to advance and promote the interests of combined industries represented by the employers and the union; and to educate the same.

**Section 17.** It is agreed that a one hundred dollar (\$100.00) per year fee will be paid by all signatories to this agreement to the "Joint Trade Board for the cost of administrating (but not limited to) such activities contained herein" upon signing this agreement. (e.g., 5 years x \$100.00 = \$500.00) prorated for the life of the contract to be paid at signing.

## **ARTICLE X- Exclusive Hiring Hall**

**Section 1.** The Union shall be the sole and exclusive source of referrals of applicants for employment.

**Section 2.** The Employer shall have the right to reject any applicant for employment. That rejection shall be in writing to the Union within twenty-four (24) hours.

**Section 3.** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules or regulations, bylaws, constitutional provisions, or any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure set forth in this Article.

**Section 4.** The Union shall maintain a register of qualified journeyperson applicants for employment, established on the basis of the following Groups listed, each applicant for employment shall be registered in the highest priority Group in which he or she qualifies. Applicants shall then be referred to available jobs by means of "Group priority" in the chronological order in which they register in the Group. When all qualified applicants in Group I have been referred, qualified applicants from Group II shall be referred.

Group I: All qualified journeyperson applicants for employment who are residents of the geographical jurisdiction of District Council 711 or those who have been employed for a period of at least one (1) year in the last four (4) years in the geographical jurisdiction of District Council 711.

Group II: All other applicants for employment who satisfy the requirements for "qualified journeyperson" status.

For the purpose of satisfying the standard set forth in the Group I or Group II provisions, a "qualified journeyperson" shall be any applicant who has at least four (4) years of actual, practical working experience in the trade as a journeyperson or an apprentice; and

- (a) Has successfully served an apprenticeship at the trade under an apprentice program established by an IUPAT affiliated District Council or Local Union; or
- (b) Has passed a journeyman examination given by the District Council 711 Examining Board; or
- (c) Has successfully passed a competency examination that adequately tests the degree of skill and training necessary to be a competent journeyperson.

Definitions:

- (a) "Resident" means a person who has maintained his or her permanent home in the above-defined geographical area plus any contiguous area within a fifty (50) mile radius of the geographical boundary described above for a period of not less than one (1) year or who, having had a permanent home



in this area, has temporarily left with the intention of returning home to this area as his or her permanent home.

- (b) "Examination" is defined to include only written and/or practical examinations given by the IUPAT District Council 711 FTI Apprentice Committee or the IUPAT District Council 711 Examining Board, or by any duly constituted District Council or Local Union affiliated with the IUPAT.

If the registration list is exhausted, and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, except Saturdays, Sundays, and holidays; the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union within five (5) days of their date of hire of the names, addresses, and Social Security numbers of such directly hired employees. As a condition of employment on or after the eighth (8<sup>th</sup>) day following the beginning of their employment these new hires shall become and remain members in good standing of the Union.

**Section 5.** Employers shall advise the Union of the number of applicants and any special skills and certifications needed. The Union shall refer applicants to the Employer by first referring applicants in Group I in the order of their places on the register, and then referring applicants in the same manner, successively, from the other groups. This provision, and the language set forth in Section 4 notwithstanding, an Employer shall be permitted to review the available names of applicants on the referral list and select individuals for referral as follows:

- (a) The Employer may recall individuals who have been employed, by the Employer within the past twenty-four (24) months, notwithstanding their place on the referral list; and
- (b) The Employer may select individuals with special skills and certifications; and
- (c) The Employer may select an individual by name, notwithstanding his/her place on the referral list provided the Employer hires the next individual needed from the list (at a minimum, every other referral must come from the chronological list in the applicable group).

**Section 6.** For one (1) time project agreements and for organizing purposes the Union has the right to refer applicants for employment notwithstanding their place on the referral list.

**Section 7.** Any applicant that is rejected by the Employer, shall be returned to his/her appropriate place on the list within his or her group, and shall be referred to other employment in accordance with the position of the group and his or her place within the group.

**Section 8.** Any applicant who refuses two (2) offers of employment or quits a job he/she has been referred will have their name placed at the bottom of the referral list.

**Section 9.** Once an employee accumulates sixty (60) hours of employment collectively from signatory contractors of the IUPAT his/her name will be removed from the referral list.

**Section 10.** When an employee is laid off from employment, he/she will call the Union office to have his/her name placed on the referral list in their appropriate group.

**Section 11.** The provisions set forth in this Article notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

- (a) Should any person referred for employment be terminated for just cause, his/her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his/her hiring hall referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his/her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered "for just cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his/her termination, unless and until the grievance is resolved in a manner that affirms the termination for just cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council 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.

**Section 12.** Any member dispatched to a job on the first day that does not report for work will lose his/her rank on the referral list and be placed to the bottom of the referral list. That member can only recover their rank on the list by providing acceptable documentation for the absence.

**Section 13.** Once a member is placed on the referral list, their rank is valid for a period of ninety (90) days. If the member has not been dispatched to work, they must call within the ninety (90) day period to keep and extend their ranking for another ninety (90) day period. When a removed member contacts the dispatcher to be placed on the list, they will be added to the bottom of the referral list.

## **ARTICLE XI – Apprentices**

**Section 1:** Hiring of Apprentices. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Joint Apprenticeship Committee of the IUPAT District Council 711 Finishing Trades Institute. The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated as an "apprentice" under this provision shall be paid at the journeyman rate set forth in this Agreement.

Apprentices employed by out of area contractors working in the jurisdiction of District Council 711 are not figured into the fifty-fifty (50/50) manpower ratio.

**Section 2.** All Employers must participate in the District Council 711 Apprenticeship Training Program.

Those Employers who regularly employ at least five (5) journeymen shall employ at least one apprentice.

- (a) Ratio of Apprentices to Journeypersons. Each Employer shall employ and train apprentices in the following ratio to journeyperson workers employed by the Employer on the jobsite:
- (b) 1 apprentice to three (3) journeypersons  
2 apprentices to six (6) journeypersons (etc.)

## **Article XII - Journeyperson Wages**

**Section 1.** Straight Time Rate (Total Package) for Journeypersons classified as a **Commercial Painter:**

Effective May 1, 2021, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of sixty-nine dollars and twenty-six cents (\$69.26) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix Schedule A of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix Schedule A.

Effective May 1, 2022 straight time (total package) for a Commercial Painter's hourly rate shall be increased by one dollar and eighty-five cents (\$1.85) per hour.

Effective May 1, 2023 straight time (total package) for a Commercial Painter's hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective May 1, 2024 straight time (total package) for a Commercial Painter's hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective May 1, 2025 straight time (total package) for a Commercial Painter's hourly rate shall be increased by two dollars (\$2.00) per hour.

**Section 2.** Straight Time Rate (Total Package) for Journeypersons classified as **Commercial Wallpaper Hanger:**

Effective May 1, 2021, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of seventy dollars and twenty-six cents (\$70.26) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix Schedule A of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix Schedule A.

Effective January 1, 2022 straight time rate will be equivalent to the Journeyman Painter "A" wage rate plus ten percent (10%).

**Section 3.** Straight Time Rate (Total Package) for Journeypersons classified as **Commercial Repaint B-Rate:**

Effective May 1, 2021, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of fifty dollars and seventy-six cents (\$50.76) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A Schedule B of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A Schedule B.

Effective May 1, 2022 straight time (total package) for the Commercial Repaint B-Rate hourly rate shall be increased by fifty cents (\$0.50) per hour.

Effective May 1, 2023, straight time (total package) for the Commercial Repaint B-Rate hourly rate shall be increased by seventy-five cents (\$0.75) per hour.

Effective May 1, 2024 straight time (total package) for a Commercial Painter Repaint B-Rate hourly rate shall be increased by one dollar (\$1.00) per hour.

Effective May 1, 2025 straight time (total package) for a Commercial Painter Repaint B-Rate hourly rate shall be increased by one dollar (\$1.00) per hour.

**Section 4.** Straight Time Rate (Total Package) for Journeypersons classified as **Commercial B-Rate-Wallpaper:**

Effective May 1, 2021, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of fifty-one dollars and fifty-six cents (\$51.56) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A Schedule B of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A Schedule B.

Effective January 1, 2022 straight time rate will be equivalent to the Journeyman Repaint "B" wage rate plus ten percent (10%).

**Section 5.** Straight Time Rate (Total Package) for Journeypersons classified as Residential **Commercial C-Rate Painter:**

Effective May 1, 2021, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of thirty-eight dollars and fifteen cents (\$38.15) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A Schedule C of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A Schedule C.

Effective May 1, 2022 straight time (total package) for a Residential Commercial C-Rate Painters' hourly rate shall have no increase.

Effective May 1, 2023, straight time (total package) for a Residential Commercial C-Rate Painters' hourly rate shall have no increase.

Effective May 1, 2024, straight time (total package) for a Residential Commercial C-Rate Painters' hourly rate shall have no increase.

Effective May 1, 2025, straight time (total package) for a Residential Commercial C-Rate Painters' hourly rate shall have no increase.

**Section 6.** Straight Time Rate (Total Package) for Journeypersons classified as Residential **Commercial C-Rate Paper Hanger:**

Effective May 1, 2021, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of thirty-eight dollars and sixty-nine cents (\$38.69) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A Schedule C of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A Schedule C.

Effective May 1, 2022 straight time (total package) for a Commercial Recapture C-Rate Paper Hangers' hourly rate shall have no increase.

Effective May 1, 2023, straight time (total package) for a Commercial Recapture C-Rate Paper Hangers' hourly rate shall have no increase.

Effective May 1, 2024, straight time (total package) for a Commercial Recapture C-Rate Paper Hangers' hourly rate shall have no increase.

Effective May 1, 2025, straight time (total package) for a Commercial Recapture C-Rate Paper Hangers' hourly rate shall have no increase.

**Section 7.** In all instances, the Union shall have the option of applying such rates, increases, or portions of such increases, to wages or fringe benefits, including any jointly administered fund mentioned in this Agreement. The Union shall, prior to of each year [or at other times during the year upon thirty (30) days notice], advise the Employer of the changes in the wage and/or fringe benefit rates that the Union has determined shall apply as of each effective date.

**Section 8.** When a second employee is necessary in a spray-painting operation, he/she shall receive the spray rate, provided he/she works in the immediate work area at all times the equipment is in use. He/She shall relieve or assist the other person. If the second employee has no spray experience, then he/she will receive five (5) percent above the previous negotiated rate.

**Schedule "A" of Employer Payments for Journeypersons under the Agreement**

The regular journeyperson rate (total package) as of the effective date of this Agreement shall be paid as follows:

**1. For Commercial Painters: New Construction of all kinds, work under a PLA.**

Effective Date	Wages	H&W	Pension	Annuity	FTI	NFTI	STARS	LMP	DC 711 LMF	Job Target	IAF	Total Pkg
5/1/2021	\$42.15	\$12.00	\$8.10	\$4.91	\$1.20	\$0.10	\$0.10	\$0.10	\$0.05	\$0.45	\$0.10	\$69.26

**\*\*\* EFFECTIVE JANUARY 1, 2022 \*\*\***

Ten Percent (10%) shall be added to the previous negotiated wage rate while doing Paperhanging "A" Schedule work.

**2. For Commercial Wallpaper Hangers: New Construction of all kinds, work under a PLA.**

Effective Date	Wages	H&W	Pension	Annuity	FTI	NFTI	STARS	LMP	DC 711 LMF	Job Target	IAF	Total Pkg
5/1/2021	\$43.04	\$12.00	\$8.10	\$5.02	\$1.20	\$0.10	\$0.10	\$0.10	\$0.05	\$0.45	\$0.10	\$70.26

**\*\*\*\*\* AS OF JANUARY 1, 2022 THIS RATE IS NO LONGER IN EFFECT \*\*\*\*\***

**Schedule "B" of Employer Payments for Journeypersons under the Agreement**

The regular journeyperson rate (total package) as of the effective date of this Agreement shall be paid as follows:

**3. For Commercial Repaint B-Rate: Painting, repainting, paperhanging work and preparation therefore on jobs where no majority alterations occur, and where there are not more than three (3) other Union trades other than painter and allied trades present on that job.**

Effective Date	Wages	H&W	Pension	Annuity	FTI	NFTI	STARS	LMP	DC 711 LMF	Job Target	IAF	Total Pkg
5/1/2021	\$30.10	\$9.50	\$8.10	\$1.81	\$0.60	\$0.10	\$0.10	\$0.10	\$0.05	\$0.20	\$0.10	\$50.76

**\*\*\* EFFECTIVE JANUARY 1, 2022 \*\*\***

Ten Percent (10%) shall be added to the previous negotiated wage rate while doing Paperhanging "B" Schedule work.

**4. For Commercial B-Rate-Wallpaper Hangers: Paperhanging work and preparation therefore on jobs where no majority alterations occur, and where there are not more than three (3) other Union trades other than painter and allied trades present on that job.**

Effective Date	Wages	H&W	Pension	Annuity	FTI	NFTI	STARS	LMP	DC 711 LMF	Job Target	IAF	Total Pkg
5/1/2021	\$30.86	\$9.50	\$8.10	\$1.85	\$0.60	\$0.10	\$0.10	\$0.10	\$0.05	\$0.20	\$0.10	\$51.56

**\*\*\*\*\* AS OF JANUARY 1, 2022 THIS RATE IS NO LONGER IN EFFECT \*\*\*\*\***



**Schedule "C" of Employer Payments for Journeypersons under the Agreement**

The regular journeyperson rate (total package) as of the effective date of this Agreement shall be paid as follows:

- 5. For Residential Commercial C-Rate Painter:** Work on Open Shop General Contractor projects and painting of residences and apartment buildings up to three (3) stories in height.

Effective Date	Wages	H&W	Pension	Annuity	FTI	NFTI	STARS	LMP	DC 711 LMF	Job Target	IAF	Total Pkg
5/1/2021	\$23.25	\$7.56	\$6.08	\$0.41	\$0.25	\$0.10	\$0.10	\$0.10	\$0.05	\$0.15	\$0.10	\$38.15

**\*\*\* EFFECTIVE JANUARY 1, 2022 \*\*\***

Ten Percent (10%) shall be added to the previous negotiated wage rate while doing Paperhanging "C" Schedule work.

- 6. For Residential Commercial C-Rate Paper Hanger:** Work on Open Shop General Contractor projects and paper hanging of residences and apartment buildings up to three (3) stories in height.

**\*\*\*\*\* AS OF JANUARY 1, 2022 THIS RATE IS NO LONGER IN EFFECT \*\*\*\*\***

Effective Date	Wages	H&W	Pension	Annuity	FTI	NFTI	STARS	LMP	DC 711 LMF	Job Target	IAF	Total Pkg
5/1/2021	\$23.79	\$7.56	\$6.08	\$0.41	\$0.25	\$0.10	\$0.10	\$0.10	\$0.05	\$0.15	\$0.10	\$38.69

Ten (10) percent shall be added to the previous negotiated wages for spraying, sandblasting, lead abatement, the use of pneumatic and power tools (over 115V), work on swing scaffolds, and exterior work over three (3) stories; work above thirty (30) feet from pole trucks, scissor lifts or other lifting devices.

On jobs of four (4) or more employees, one (1) person shall be designated as foreman at ten percent (10%) above the base wage rate. A general foreman shall be designated on jobs of fifteen (15) or more employees at twenty percent (20%) above the base wage rate.

All wage rates, fringe benefits rates, and deductions per hour are based on all hours paid; provided, however, fringe benefit contributions for overtime hours need only be paid on the actual hour(s) worked. Fringe benefit payment shall not apply to bonuses paid to key employees.

**DEDUCTIONS PER HOUR FROM NET WAGE:**

Deduct ten cents (\$ 0.10) per hour for **IUPAT-DC 711 Pat Fund.**

Deduct one dollar (\$ 1.00) per hour for **IUPAT DC 711 Vacation Fund.**

Deduct five cents (\$ 0.05) per hour for **IU Administrative Dues.**

Deduct working assessment @ five percent (5%) of gross wages

\* The parties understand, and agree, that the rates set forth above shall be payable for all straight time hours paid as of the effective date of this Agreement. These rates, including fringe benefit contribution amounts, shall be modified on a periodic basis by the Employer upon notice from the Union that it has determined the manner and amount(s) in which the journeyman hourly rate (total package) under the Agreement shall be allocated by the Employer. In all instances, notwithstanding any other provision in the Agreement, the Employer shall cause the wage and/or fringe benefit rates set forth above to be modified in accordance with the instruction and effective dates of such changes that it receives from the Union. In addition, the Employer shall comply, at all times, with any instruction it may receive from the Union concerning changes in the amount(s) of dues or assessments, PAT contributions, and/or any other contribution or assessment that is, or may be, deducted by the Employer from the net wages of the employee and transmitted to the Union under provisions set forth in this Agreement in accordance with Union rules and regulations.

**ARTICLE XIII- Apprentice Wages**

The parties agree that apprentices who are hired by the Employer shall receive the following percentages of the regular/hourly straight time rate of pay that is payable as an hourly wage payment to journeymen working under this Agreement. The parties understand, and agree, that the Employer shall, on behalf of each such apprentice, make contributions to the various fringe benefit funds identified in this Agreement in the amount(s) set forth in Appendix A. on behalf of each apprentice. Upon satisfactory completion of the apprentice program, each apprentice shall receive the same wage rate as is required for journeymen under this Agreement.

Apprentice Wage Rates shall be the following percentage of the base Journeyman Painter Rate:

First 6 Months	40%
7 to 12 Months	45%
13 to 18 Months	55%
19 to 24 Months	65%
25 to 30 Months	70%
31 to 36 Months	75%
37 to 48 Months	80%

Effective January 1, 2022 Ten Percent (10%) shall be added to the previous negotiated Apprentice Wage Rates while doing Paperhanging work.

The change in rate shall apply after regular attendance at apprentice school and passing regular skills tests. Journeyman status is achieved after 8000 hours of on-the-job training

**First Year**

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	IAF
05/01/21	\$7.25	\$0.00	\$0.00	\$0.10	\$0.75	\$0.10	\$0.10	\$0.10

**Second Year**

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	IAF
05/01/21	\$7.25	\$0.75	\$1.25	\$0.10	\$0.75	\$0.10	\$0.10	\$0.10

**Third Year**

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	IAF
05/01/21	\$7.25	\$1.50	\$1.50	\$0.10	\$0.75	\$0.10	\$0.10	\$0.10

**Fourth Year**

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	IAF
05/01/21	\$9.00	\$2.25	\$1.75	\$0.10	\$0.75	\$0.10	\$0.10	\$0.10

## **ARTICLE XIV- Payment of Wages**

**Section 1.** Employees shall be paid weekly on a day designated by the Employer. Checks shall be distributed on the job site no later than the close of the regular work day.

**Section 2.** All wages shall be paid by negotiable check (or direct deposit, if appropriate) and shall be accompanied by a statement of gross earnings and any deductions made. Such statement shall show the Employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made, and the net amount due the employee. Wage payments shall conform to all applicable federal and state laws.

**Section 3.** Employees who quit need not be paid until the next regular payday. In the case of discharge or layoff, the Employer will make every effort to pay the employee(s) in full by check at least thirty (30) minutes before being laid off. If not feasible to do so because of direct deposit, logistics, etc., the employee shall be paid in full on the next regular pay day, but never more than seven (7) days from the end of their last date of employment.

**Section 4.** If any employee is not paid in a timely manner, in accordance with the provisions set forth herein, he/she may file a grievance with the Joint Trade Board. The Joint Trade Board may assess a penalty on the Employer equal to three (3) times the amount involved for a failure to make timely payment(s) to the employee, in violation of this provision.

**Section 5.** Each employee shall verify that he/she has received payment of proper wages, travel pay, premium due, and other compensation due him/her. If there is a dispute, the employee must make a request for correction, through the Employer representative, steward, and/or business representatives within twenty-four (24) hours of receiving such pay. If appropriate correction is not made, the employee may file a grievance with the Joint Trade Board. Nothing in this provision shall be construed as imposing any time limits or other limitations on a claim by the Union and/or any Union-related or affiliated benefit fund that the Employer has failed to make timely and appropriate contributions to the Union and/or any fringe benefit fund.

**Section 6.** To be considered for referral to work active members must possess a valid OSHA 30 Certificate, renewed within every five (5) years. New employees making membership to District Council 711 will have six (6) months to obtain such certificate.

In order to qualify for scheduled wage increases all active employees must complete two (2) classes or equivalent to sixteen (16) hours of a Health or Safety Training Class annually. Repetition of the classes will not be accepted, except when a refresher is required.

## **ARTICLE XV - Work Day and Work Week: Overtime and Shift Premiums**

**Section 1.** The regular forty (40) hour week and eight (8) hour work day shall begin no earlier than 7:00 am and terminate no later than 5:30 pm, Monday through Friday.

**Section 2.** The regular work day shall consist of eight and one-half (8 1/2) consecutive hours in the shop or on the job. This shall consist of eight (8) working hours with a one-half (1/2) hour unpaid lunch period. Except as provided in this Article, all such hours shall be recognized as regular working hours and paid for at the regular hourly rate. The regular weekly work schedule shall consist of five (5) consecutive regular work days.

**Section 3.** In the discretion of the Employer, the regular work day may consist of ten (10) hours labor on the job and the regular weekly work schedule may consist of four (4) ten (10) hour days on consecutive days.

**Section 4.** In the event work is lost due to weather or job conditions, work may be accomplished on Saturday and Sunday at the regular straight time rate to make up for the lost time.

**Section 5.** Employees shall be at their place of work (not their project site) and shall be prepared to work at the scheduled starting time each day and shall, except for their lunch period remain until quitting time.

**Section 6.** All work outside the regular work day and all work in excess of forty (40) hours in the work week shall be paid at one and one-half (1 1/2) times the regular rate. Work on Sunday and Holidays shall be at two (2) times the regular rate.

**Section 7.** Ten percent (10%) shall be added to the previously indicated wage rates for any eight (8) hours work outside the regular work day. Fifteen percent (15%) shall be added to the wage rates for any eight (8) hours worked on a second shift outside the regular work day.

**Section 8.** There shall be no pyramiding of overtime payments required by this Article.

**Section 9.** For Schedule "B" and Schedule "C" there will be an eight (8) hour day, forty (40) hour week (Monday through Sunday inclusive). All work over eight (8) hours in any one day or all hours worked over forty (40) in any one week shall be paid at the rate of time and one half.

On projects being worked four (4) ten hour days all work over ten (10) hours in one day or forty (40) hours in one week shall be paid at time and one half.

Shift differential does not apply to Schedule "B" and Schedule "C" work.

## **ARTICLE XVI - Breaks and Clean-Up Time**

**Section 1.** Breaks: The following rules shall apply to employee breaks during regular and extended shift hours:

- (a) A non-organized ten (10) minute break shall be allowed at the approximate midpoint of the pre-lunch work time on each shift. This break is to be taken at the assigned place of work.
- (b) On projects scheduled for longer than eight (8) work hours per day, employees shall be given an additional unpaid thirty (30) minute break at the end of the first ten (10) hours worked.

**Section 2.** Clean-up Time: All employees shall be given sufficient personal clean-up time, on the clock, prior to lunch and immediately prior to quitting time; a minimum of five (5) minutes before lunch and a minimum of ten (10) minutes before quitting time shall be allowed as standard under this Agreement. When appropriate in relation to conditions on a particular project, the Employer and the Union may agree to expand this personal clean-up time. Personal clean-up time shall be taken after cleaning and placing materials and equipment where they properly belong.

## **ARTICLE XVII – Holidays**

The following days shall be recognized as unpaid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day-Afternoon (a full eight (8) hour day at regular wages is permitted up until noon), Veterans Day, Thanksgiving Day, and Christmas Day. All work performed on these recognized holidays shall be paid for at two (2) times the regular rate. Holidays that fall on Saturday will be recognized on the previous Friday and holidays that fall on Sunday will be recognized on the following Monday, unless the project is open then work will be allowed and paid at the regular hourly rate only after registering with the Union. If the project is not registered then the hourly rate will be paid at two (2) times the regular hourly rate.

On projects covered by a Project Labor Agreement, General President's Agreement, National Maintenance Agreement, or any other national or local agreement superseding this Agreement, the parties agree that the holidays, during the term of such project, shall be recognized in accordance with such other Agreement, and such other Agreement shall supersede the provisions set forth herein.

## **ARTICLE XVIII - Reporting Pay**

**Section 1.** Except for circumstances beyond the control of the employer, if an employee is not advised that there will be no work for him on an ensuing day and the employee reports for work at the proper time and then has no work assigned him, the Employer shall pay such employee two (2) hours pay.

- (a) Employers may require that employees remain on the job or in the shop for the periods indicated above for which they are paid.
- (b) In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid to the next full hour.

**Section 2.** If an employee fails to report to work and the Employer finds he cannot use the employee upon his return to work, the Employer shall have the option of either paying off the employee at once or requesting him to wait for any wages due him until the next regular pay day. Waiting time shall not enter into the settlement.

## **ARTICLE XIX - Travel Pay**

Employers who send employees to jobs outside the territorial jurisdiction shall pay the expense of travel, room and board.

## **ARTICLE XX**

**Contributions to Painters District Council 711 Health and Welfare Fund and the  
International Painters and Allied Trades Industry Pension Fund,  
The Finishing Trade Institute;  
The Painters and Allied Trades Labor Management Partnership;  
District Council 711 Finishing Trades Institute of New Jersey  
District Council 711 Labor Management Fund  
And Vacation Fund and all authorized employee deductions**

**Section 1.** For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painters District Council 711 Health and Welfare Fund and the District Council 711 Labor Management Fund by agreement and declaration of trust, International Painters and Allied Trades industry Pension Fund ("the Pension Fund"), the Finishing Trades Institute ("FTI") and the Painters and Allied Trades Labor Management Partnership ("LMP"), for each employee covered by this Agreement as follows:

**Section 2.**

- (a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in the current allocation per the appropriate schedule herein to District Council Health and Welfare Fund, the Industry Pension and Annuity; to the FTI; and to the



LMP. (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked.)

- (b) 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, journeypersons, trainees, and probationary employees.
- (c) The payments to the Pension, Apprenticeship, and LMP Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and declaration of trust as though it had actually signed the same.

The Employer shall, with respect to any and all contributions or other amounts 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 Finishing Trades Institute, the Painters and Allied Trades Labor Management Partnership, the IUPAT Political Action Together ( and any and all other Affiliated international organizations as 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 required by Central Collections and/or District Council 711.

- (d) The Employer and Union hereby irrevocably designates as its representatives on the Board of Trustees of the District Council 711 Health and Welfare, District Council 711 Labor Management Fund, Vacation Fund and Finishing Trades Institute, Pension Fund, the FTI, and the LMP 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 indentures.
- (e) The parties hereto further agree to be bound by all actions taken by the Trustees of the District Council 711 Health and Welfare, District Council 711 Labor Management Fund, Vacation Fund and Finishing Trades Institute, Pension Fund, the FTI, and the LMP pursuant to the said Agreements and Declaration of Trust, as amended from time to time.
- (f) Fringe Benefits Contributions will not be due on paid time off such as Holiday, Vacation or Sick Time. Bonuses paid in excess of compensation for hours worked shall also be exempt from benefit contributions. However, bonuses must be clearly identified in the employee's payroll as such.
- (g) Each Employer shall be required upon the signing of this Agreement to deposit with the Trustees of the District Council 711 Benefit Funds either cash or a surety company bond or other acceptable security, in such an amount as will be acceptable to the Trustees as security for the faithful performance by the Employer of those provisions of this Agreement relating to the payment of any Trust Fund Contribution.

Such security shall be in the amount of fifty thousand dollars (\$50,000.00) unless a different amount is agreed to by the Joint Trade Board. The Trustees are hereby authorized to levy on such security deposit any sums found by them to be due from the Employer to the District Council 711 and IUPAT benefit Trust Funds. The Union agrees not to furnish any employees to any Employer who has not posted and maintained a security deposit in accordance with this Agreement.

(1) In lieu of the surety bond an Employer may choose to pay their fringe benefits on a weekly basis. Any Employer who fails to remit the benefits on the scheduled agreed upon week day will have all work halted and will not continue until a surety bond is posted. Bond forms will be provided by the Union.

**Section 3.** On or before the forty-fifth (45<sup>th</sup>) day following the end of a work period month the Employer shall remit to the Union or its Administrator the entire amounts deducted from wages, as required by this agreement and owing as well as all contributions required by this agreement as to each employee for the work period month. Employers who do not have an acceptable three (3) year record of payments in this jurisdiction shall make payments of all fringe benefits, vacation funds and administrative dues to the shop steward or other person designated by the Union on a weekly basis.

The trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

If an Employer fails to make contributions to any Funds described in paragraph 1 hereof 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 provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

Each of the respective Funds described in paragraph 1 hereof 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 them as deduction for income tax purposes. 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 or payable by the Employer in accordance with the Agreement, shall be counted as hours for which contributions are payable.

The Union agrees that if the Pension Fund and/or Health and Welfare Fund requires any additional contributions during the term of this Agreement, the Union shall allocate such additional amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate them to the Pension and/ or Health and Welfare Fund.

## **ARTICLE XXI**

### **Industry Advancement Fund**

**Section 1.** Effective May 1, 2018 each Employer shall make a contribution of ten cents (\$.10) per hour worked by each Employee to the Industry Advancement Fund heretofore established and administered by the Garden State Council solely for the advancement and improvement of the trade and the payment of expenses to carry out such program and responsibilities. Contributions may be increased as determined by the Council/Association.

**Section 2.** The Stars Program (Safety Training Awards Recognition) was established heretofore by Agreement and Declaration of Trust.

(a) Employer contributions shall be paid in as per Articles 7 and 8, Wages and Schedules.

## **ARTICLE XXII**

### **Political Action Fund**

**Section 1.** Employers signatory to this Agreement shall deduct from the wage of each Union employee, the voluntary sum of ten cents (\$.10) for each hour worked as a non-deductible political contribution to the DC#711 Political Action Committee (PAC).

**Section 2.** The obligation of the Employer shall apply only as to those employees who have voluntarily signed a valid deduction authorization card.

(a) The Union shall advise the Employer of any employee who has not signed a deduction authorization card.

## **ARTICLE XXIII**

### **Union Representation & Job Stewards**

**Section 1.** The Union Business Manager is the sole agent on behalf of the Union to take any action in respect to strikes or other interferences with work. There shall be no overtime work without the permission of the Business Manager.

**Section 2.** The Business Manager and/or assistant shall have the right to visit any building, shop or job in the discharge of his duties.

**Section 3.** At the discretion of the Union a shop or job steward shall be referred in all shops/jobs. Steward may be appointed from those men working on the job.

(a) The shop steward may handle routine grievances on the job but is not authorized to call work stoppages or make any agreement which contradicts changes, modifies or alters the terms of this Agreement.

(b) In the event of emergent difficulties, he shall so notify the Business Manager.

- (c) Except for a general foreman and a foreman, the steward is senior and, provided he remains qualified to do the work, the shop or job steward shall be the last person laid off among the employees in the bargaining unit in any shop and/or job.

## **ARTICLE XXIV - Union Rights**

**Section 1.** 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.

**Section 2.** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

**Section 3.** Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement.

## **ARTICLE XXV - 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 a dispute and 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, 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 accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE XXVI- Subcontracting**

**Section 1.** The Employer shall not contract out, subcontract, or outsource work to be done at the site of the construction, alteration, painting, or repair of a building or structure or other work unless the Employer or person who will perform such work is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT.

**Section 2.** In the event that the Employer shall contract out, subcontract, or outsource any bargaining unit work, whether or not job site 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 five (5) 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 become jointly and severally liable with the delinquent contractor for any unpaid fringe benefit contributions owed by such delinquent contractor that are due and owing to the Union's fringe benefit funds for covered work performed pursuant to the Employer's contract with such delinquent contractor.

## **ARTICLE XXVII – Safety**

**Section 1.** In accordance with the requirements 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. 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 2.** 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, 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, or 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 3.** It is understood and agreed and recognized that traditional hand tools to perform work with namely putty knives and dusters, shall be supplied by the employees. The Employer shall furnish all other tools and equipment to work with and if at that time such tools or equipment of any material or work conditions shall constitute a hazard to health or physical safety, the Employer shall not permit his employees to use such tools, equipment or materials or to work under such conditions. Employees refusing to work with such tools, equipment or materials or under such working conditions shall not be discriminated against by the Employer. Any disagreement arising hereunder shall be submitted to the Joint Trade Board as provided by this Agreement. No employee shall be discriminated against for their refusal to work with any tools or equipment for which they have not received proper training. There shall be no restrictions on the use of materials, tools, equipment or other labor-saving devices or on production output by employees; provided however the employee has been qualified by District Council 711 Finishing Trade Institute to the use of the involved. Past practice and policy is and shall continue to be recognized, meaning mechanical and machine type tools will not be used without the express consent and permission of the Union which will not be open to dispute, except for trained or experienced employees of the Garden State Council members.

**Section 4.** 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 5.** 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 6.** 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 reviewed and agreed upon by the Union; provided, however, employees may be required to execute documents acknowledging that they have received and read an Employer's health and safety policy.

**Section 7.** An employee who does not follow safety procedures or instructions and causes, thereby, an Employer; to receive an OSHA fine, shall pay an amount equal to the lesser of 10% of the OSHA fine or Twenty-five hundred dollars (\$2,500.00) to the Joint Trade Board as determined by said board. At their discretion the Joint Trade Board may reimburse the Contractor such fine.

**Section 8.** 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 XXVIII - Journeyperson Upgrade Training**

**Section 1.** A program shall be offered by the IUPAT District Council 711 FTI for advanced or upgraded journeyperson training for all journeypersons working under this Agreement.

**Section 2.** All Members must have thirty (30) hours of OSHA every five (5) years, thereafter a minimum sixteen (16) hours of safety training a year.

## **ARTICLE XXIX - Miscellaneous Terms and Conditions**

**Section 1.** The Employer shall not discriminate against any employee on the basis of race, age, national origin, religion, sex, or any other basis prohibited by applicable law. In addition, any employee member of the Union acting in any official capacity shall not be discriminated against for his or her acts on behalf of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

**Section 2.** A contractor is one that employs, on average, at least one person throughout the year. One member of the firm shall be permitted to work with the tools of the trade.

**Section 3.** Each Employer with one or more employees agrees as a matter of policy to elect, petition and qualify to become immediately before the commencement of work, a covered Employer as permitted by the terms of the Unemployment and Temporary Disability Benefits Act of New Jersey. The Union shall be kept informed of the Employers' acts of compliance and proof of compliance or rejection by the State of New Jersey shall be immediately provided to the Union by the Employer. The purpose of this paragraph is to provide unemployment and temporary disability benefits for each employee on every job or in the shop. The temporary disability provision of the law, commonly known as the "State Plan": shall be adhered to by each Employer for the benefit of the employees in the unit, unless the Employer has a state approved private plan.

**Section 4.** Each Employer shall carry comprehensive kinds of insurance such as, but not limited to, worker's compensation, public liability and property damage on equipment, automotive and otherwise, when used by its employees, as well as other coverage carried by custom or practice in this industry by contractors. Proof of such coverage is required, in writing, to the Union at least annually or more often if requested by the Union. In the event the insurance coverage is cancelled, the Union reserves the right to suspend this agreement, until the aforesaid insurance coverage has again been supplied and proof of such coverage, in writing, is received by the Union.

**Section 5.** The Employer agrees to provide immediate medical attention and hospitalization, if necessary, to any employee injured on the job, at no cost to the employee.

**Section 6.** The Union agrees that journeymen shall not be referred to a builder unless extenuating circumstances justifies the referral and the Association is consulted prior to providing any employees.

(1) The use of one time agreements shall be used within the meaning of ONE TIME

**Section 7.** In the event that a builder or general contractor owes monies for work performed on a job to a contractor who is signatory to an agreement with this union, they will endeavor to do everything legally possible to see that all just debts owed to the contractor shall have been settled satisfactorily.

**Section 8.** During spray operations the employer shall not permit his employees to spray from lifts, scaffolding or in confined spaces without at least one other employee in the general work area. Employees refusing to work under such condition shall not be discriminated against by the employer.

**Section 9.** Employees are forbidden to use personal communication devices such as cell phones, Blackberrys, Smartphones, tablets, iPod or MP3 players and/or similar devices during working hours without first receiving permission from the Employer. Violation of this clause may be cause for termination.

### **ARTICLE XXX – Successors**

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the Employer's business is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, or receivership proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lesser executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

### **ARTICLE XXXI - Supremacy Clause**

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, absent consent by the Union, and any such Agreement shall be null and void.

### **ARTICLE XXXII - 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 any 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 any party to this Agreement, 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 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 XXXIII - JOB TARGETING**

### **Job Eligibility and Rules**

Purpose: Where in the opinion of the District Council it becomes necessary to grant flexible conditions on particular job(s) sometimes known as job targeting, pinpointing, specialty agreements or addendums to this Collective Bargaining Agreement are executed to ensure work may be obtained and/or maintained for employees covered herein.

The Garden State Council and District Council 711 agree to establish the District Council 711 Job Targeting Program for the purpose of providing subsidies on specific jobs in order to enable contractors who are signatory to this Agreement to bid more competitively on certain projects in the marketplace. To implement the Job Targeting Program, the Garden State Council and District Council 711 further agree as follows:

Trust Fund: The Garden State Council and District Council 711 shall establish a Trust Fund to be known as the "International Union of Painters and Allied Trades, District Council 711 Job Targeting Program Trust Fund."

Purpose of Trust Fund: The purpose of the Job Targeting Program Trust Fund shall be to provide, in accordance with the Job Targeting Program Trust Agreement, financial subsidies for eligible contractors. The Trust Fund shall be the sole and exclusive source of funding for all subsidies, expenses and other charges and liabilities incurred by operation of the Job Targeting Program and shall not be liable for such charges in excess of the assets in the Fund. The Trust shall be funded by a cents per hour contribution through the Collective Bargaining Agreement provided herein.

Guidelines: The Job Targeting Program Trust Agreement shall provide that the following guidelines and rules must be satisfied:

There must be Non-Union competition bidding on the project.

The project is within District Council 711 territorial jurisdiction and scope of work covered in this Collective Bargaining Agreement.

The EMPLOYER making application must be signatory to District Council 711 Collective Bargaining Agreement and utilize members of said bargaining unit. EMPLOYERS signed to project Agreements are not eligible to apply for Market Recovery Program subsidies.

The EMPLOYER making application must not be delinquent in any fringe benefit reporting and contribution obligations as per the Collective Bargaining Agreement at the time of application and at the start of the approved project; or shall have reached an appropriate Agreement satisfactory to the Trustees in resolution of any outstanding delinquencies.

Job targeting subsidies are subject to final approval by the Board of Trustees.

Subsidized hours granted under the Job Targeting Program will only apply to members of District Council 711 and then only to the EMPLOYEES that are performing bargaining unit work.

Only the hours worked on an approved Job Targeting Program project will be subsidized and then only up to the amount approved by the District Council; provided that the District Council shall grant relief equal to the total of all current fringe benefit contributions required of the EMPLOYER under the appropriate section of the Collective Bargaining Agreement for each hour of subsidy approved.

The EMPLOYER will report the start of Job Targeting Program project. There will be a job steward placed and appointed by the District Council at the start of any Job Targeting Program project. When the project requires more than five (5) workers, 50% of the additional workers starting with the sixth, will be assigned by the District Council from the "out of work register" qualifications prevailing.

Job Targeting Program subsidies shall not be unreasonably denied by the District Council. The District Council shall respond to any Job Targeting Program application submitted by a District Council Signatory Employer within five (5) working days.

If any EMPLOYER is found to have abused the Job Targeting Program subsidies more than once in any given year, said EMPLOYER will not be eligible for subsidies for Job Targeting Program a period of up to one year. A third finding of abuse will suspend said EMPLOYER'S use of Job Targeting Program subsidies for the remaining term of the Collective Bargaining Agreement.

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## ARTICLE XXXIV - Duration Clause

**Section 1.** Previously negotiated existing Agreement shall remain in full force and effect until and including April 30, 2021. Thereafter said Agreement shall be null and void.

**Section 2.** This Agreement shall be in full force and in effect until and including April 30, 2026 and shall continue from year to year unless written notice of desire to cancel or terminate the agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to April 30th, of any subsequent year.


**Section 3.** Where no such cancellation of termination 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) and no more than ninety (90) days prior to April 30th of 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, this 30<sup>th</sup> day of APRIL, 2021 to be effective as of May 1, 2021;  
Except as to those provisions where it has been otherwise agreed between the parties.

**PAINTERS DISTRICT COUNCIL #711**  
**STATE OF NEW JERSEY**  
**International Union of Painters and Allied Trades**



**GARDEN STATE COUNCIL, INC.**

  
KINDY SINGH