

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

DISTRICT COUNCIL 711



And

DRYWALL & INTERIOR SYSTEMS CONTRACTORS ASSOCIATION

“DISCA”

Effective June 5, 2022 through April 30, 2025

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AGREEMENT

This Agreement is made and entered into this fifth (5th) day of June, 2022 by and between International Union of Painters and Allied Trades District Council 711 hereinafter referred to as the "Union" and Drywall and Interior Systems Contractors Association, Inc. of New Jersey, hereinafter referred to as "DISCA".

ARTICLE 1 **MUTUAL RECOGNITION AND RELATIONSHIP**

- 1.1** DISCA hereby recognizes IUPAT District Council 711 as the sole and exclusive bargaining agent, 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 such 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 the 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.
- 1.2** The Union recognizes DISCA as the exclusive bargaining agent for all contractor employers.
- 1.3** (A) The terms of employment, wages, hours of work and working conditions shall be maintained on a consistent basis for all employers and employees.

(B) The parties agree that any employer member of DISCA 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.

(C) The Management of the employer's business, the direction of its workforce, and all other rights not specifically limited by the terms of the Agreement are retained by the employer. There shall be no restriction on the use of materials, tools, equipment, or other labor-saving devices or on the production output by employees.
- 1.4** The terms of this agreement shall be binding upon the assigns and successors of the respective parties.
- 1.5** The employer agrees to register all jobs via mail/phone/fax/email/website/mobile App with the Union main or local office in the area where the job is performed prior to starting any job. The original form will 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. No automatic fine shall apply unless the employer has been warned for a previous violation.

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

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

(A). 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.

(B). 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.

1.8 An employer shall not engage in work covered by the agreement through the use of device of another business or corporation which such an employer owns or controls through the use or device or a joint venture with another employer or contractor without first consulting with the Union to establish to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions in effect in the area where said device is sought to be used. If the Union is not satisfied, it may resort to all legal or economic recourse, including cancellation of this agreement with said employer, notwithstanding any other provision of this agreement.



1.9 An employer from another territorial jurisdiction who has work to be performed in the territory of Local 1976, District Council 711 and seeks persons to perform the work, shall employ persons from the registration list in the ratio of one (1) person from said list to one (1) person from other sources. District Council 711 FTI apprentices are not recognized as part of the workforce ratio.

1.10 (A) Employees covered by this agreement have the right to respect any legal picket line validly established by a bona fide labor organization; the Union has the right to withdraw employees subject to this agreement if the employer is involved in a legitimate primary labor dispute with a bona fide labor organization.

(B) 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 persons on strike.

1.11 (A) It is stipulated and agreed that the current Business Manager/Secretary Treasurer of District Council 711 (here after referred to as the BMST) is the authorized representative of the Union:

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

(B) It is stipulated and agreed that the below named officer is the authorized representative of the DISCA:

William Umbach Jr., Executive Director

(C) In the event that either representative 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, return receipt requested.

ARTICLE 2 JURISDICTION

2.1 The territorial jurisdiction of the Union includes the State of New Jersey.

2.2 The Union shall have jurisdiction over **Drywall Finishing**:

Drywall Finishing work will include the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include all levels of the finishing, fire taping, glaze coating, skim coating, spotting of nails/screws and finishing of corner beads/flex beads. Patching and sanding is within the system of preparing for finishes. With respect to DISCA Contractors, no change of work jurisdiction shall be made during the term of the contract without mutual agreement.

2.3 Tools and Equipment:

The operation of all tools, equipment and machinery used in drywall finishing coming under our Union's jurisdiction including hawks, trowels, bread pans, and broad knives, miscellaneous hand and power-driven tools including banjos, tubes, coating boxes, angle gougers, ladders, scaffolding and other rigging, the operations and maintenance of all types of compressors and hi-reaches.

The foregoing is not all-inclusive and may be enlarged or otherwise changed by the action of the General Executive Board in a manner not inconsistent with the express provisions of The Constitution of the IUPAT and upon approval by DISCA.

ARTICLE 3 UNION SECURITY

3.1 All present employees who are members of the Union of the effective date or 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/or after the eighth (8th) day following the beginning of their employment, on and after the eighth day following the effective date of this agreement, whichever is later.

ARTICLE 4 ADMINISTRATION DUES

4.1 Every Employer signatory to this agreement hereby agrees to check-off from wages of any employee employed by such employer during the term of this agreement, administration 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 pay roll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the gross wages earned during said payroll period and will accumulate said deductions to the end of the month.

(C) When a member of another District Council or Local Union works for his/her home Employer within the jurisdiction of District Council 711, the Employer will deduct Administration dues from the employee(s), from another District Council or Local Union,

the amount specified in the bylaws of District Council 711 based on the gross wages earned during said payroll period and accumulate said deductions to the end of the month. The Employer will remit said deductions to District Council 711 on or before the 15th day following the end of each month.

ARTICLE 5 **EXCLUSIVE HIRING HALL**

(A) The Union shall be the sole and exclusive source of referrals of applicants for employment.

(B) 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.

(C) 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.

(D) 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, Drywall Tapers and Finishers Local 1976 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, Drywall Tapers and Finishers Local 1976.

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 Drywall Taping and Finishing trade as a journeyperson or an apprentice; and

- (1) Has successfully served an apprenticeship at the Drywall Taping and Finishing trade under an apprentice program established by an IUPAT affiliated District Council or Local Union; or

(2) Has passed a journeyman examination given by the District Council 711 Examining Board; or

(3) Has successfully passed a competency examination that adequately tests the degree of skill and training necessary to be a competent journeyperson.

Definitions:

1. "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.
2. "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.

3.

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 (8th) day following the beginning of their employment these new hires shall become and remain members in good standing of the Union.

(E) 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:

- 1) 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
- 2) The Employer may select individuals with special skills and certifications; and
- 3) 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).

(F) 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.

(G) 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.

(H) 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.

(I) Once an employee accumulates forty (40) hours of employment collectively from signatory contractors of the IUPAT his/her name will be removed from the referral list.

(J) 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.

(K) 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):

- 1) 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.
- 2) 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.
- 3) The provisions in subsections (1) and (2) 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.



ARTICLE 6

WAGES & SCHEDULES

6.1 (A) Drywall Finisher "Total Package" and "Total" amounts for all wages and benefits for all classes of workers in this agreement or any attached schedule cannot be exceeded. District Council 711 will send wage and benefit schedules, calculated in accordance with the contract and approved as required for each remaining year of the contract to DISCA no later than thirty (30) days prior to a change in rate.

(B) The parties agree that they will meet and discuss the proposed allocation of the economic package 90 days before the scheduled annual increases of wage and fringes. No new fund or fringe benefit will be established without the consent of DISCA.

(C) Straight Time Rate (Total Package) for Journeyperson Taper and Drywall Finishers working on New Construction of All Kinds:

Effective June 5, 2022, 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 thirty-two cents (\$70.32) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix 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 A.

Effective May 1, 2023, straight time (total package) for journeypersons' hourly rate shall be increased by two dollars and ten cents (\$2.10) per hour and be paid at seventy-two dollars and forty-two cents (\$72.42) per hour.

Effective May 1, 2024, straight time (total package) for journeypersons' hourly rate shall be increased by two dollars and ten cents (\$2.10) per hour and be paid at seventy-four dollars and fifty-two cents (\$74.52) per hour.

(D) Straight Time Rate (Total Package) for Journeyperson Taper and Drywall Finishers working at the "B" Rate on jobs where there is an open shop general contractor, or no major alterations occur, or where there are not more than three (3) other Union Trades other than Painters and Allied Trades present on that job. This includes, but is not limited to taping of residences and apartment buildings up to three (3) stories in height.

Effective June 5, 2022 through April 30, 2025, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement at the "B" Rate, shall be paid at the rate of fifty-six dollars and seventy-one cents (\$56.71) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix 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 A.

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.

Schedule 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. Journeyman Taper and Drywall Finisher:

EFF Date	Hourly Rate	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	Job Tar	LMF	IAF
06/05/22	\$42.16	\$12.25	\$8.21	\$5.10	\$0.10	\$1.20	\$0.10	\$0.10	\$0.85	\$0.05	\$0.20

2. Journeyman Taper and Drywall Finisher "B" Rate:

EFF Date	Hourly Rate	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	Job Tar	LMF	IAF
06/05/22	\$32.09	\$9.75	\$8.18	\$4.62	\$0.10	\$0.95	\$0.10	\$0.10	\$0.57	\$0.05	\$0.20

ALL WAGE RATES, FRINGE BENEFITS RATES, AND DEDUCTIONS PER HOUR ARE BASED ON ALL HOURS PAID. FRINGE BENEFIT CONTRIBUTIONS FOR OVERTIME HOURS NEED ONLY BE PAID ON THE ACTUAL HOUR(S) WORKED. ALL ANNUITY CONTRIBUTIONS (EXCEPT APPRENTICES) ARE PAID ON PERCENTAGE OF GROSS WAGES.

Fringe benefit payments shall not apply to bonuses paid to key employees.

DEDUCTIONS PER HOUR FROM NET WAGE:

DEDUCT \$0.10 PER HOUR FOR PAC FUND

DEDUCT \$1.00 PER HOUR FOR DC 711 VACATION FUND

DEDUCT ADMINISTRATIVE DUES @ 5% of GROSS PAY

* 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 journeyperson 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, PAC 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.



6.2 On jobs of four (4) or more employees, one (1) person shall be designated at the Employers discretion as foreman and ten percent (10%) shall be added to his/her gross wages. A general foreman shall be designated on jobs of fifteen (15) or more employees at the Employers discretion and fifteen percent (15%) shall be added to his/her gross wages.

6.3 All employees shall be paid weekly at least 30 minutes prior to the end of the end of the work day. Not more than three (3) days pay shall be held back for the period between the close of the pay period and pay day. A statement of earnings and deductions shall accompany the pay.

6.4 Employees shall be notified and paid in full at least thirty (30) minutes before being laid off at lunch or quitting time.

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

6.6 Fringe benefit payment shall not apply to bonuses paid to key employees.

ARTICLE 7 APPRENTICES

7.1 The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the 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 an "apprentice" under this provision shall be paid at the journeyperson rate set forth in this Agreement.

7.2 All Employers must participate in the District Council 711 Apprenticeship Training Program.

(A) Each Employer will employ and train apprentices in the following ratio of journeyperson to apprentice workers on the jobsite:
1 apprentice to three (3) journeypersons
2 apprentices to six (6) journeypersons (etc.)

1. Those Employers who regularly employ at least five (5) journeymen and do not meet the jobsite agreement will employ at least one apprentice.

7.3 (A) Apprentice rates shall be the following percentages of the base rate as described in Schedule "A" work classification Journeyperson New Construction.

1 st Year	40% then after 6 months 50%
2 nd Year	60% then after 6 months 70%
3 rd Year	80% then after 6 months 90%

(B) The change in rate shall apply after regular attendance at apprentice school and passing regular skills tests. Journeyman status is achieved after 6000 hours of training.

(C) Fringe Benefits will be paid as follows

First Year

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	LMF	IAF
06/05/22	\$9.50	\$0.00	\$0.00	\$0.10	\$1.00	\$0.10	\$0.10	\$0.05	\$0.15

Second Year

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	LMF	IAF
06/05/22	\$9.50	\$1.02	\$1.75	\$0.10	\$1.00	\$0.10	\$0.10	\$0.05	\$0.15

Third Year

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMP	STARS	LMF	IAF
06/05/22	\$11.50	\$2.03	\$2.35	\$0.10	\$1.00	\$0.10	\$0.10	\$0.05	\$0.15

ARTICLE 8
HOURS & OVERTIME

8.1 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. The employer may start a job between 6:00 am and 7:00 am by notifying the hall in writing when registering the job.

(A) The regular work day will consist of eight and one-half (8 ½) consecutive hours. This shall consist of eight (8) working hours with a one-half (1/2) hour unpaid lunch period.

8.2 (A) Overtime work on Saturday and after the regular work day shall be at the rate of time and one half, except as in 7.2(C)

(B) Work on Sunday and holidays shall be at the double time rate, except as in 7.2 (c)

(C) For classifications 6.1(B) eight-hour day, forty-hour week (Monday through Sunday inclusive). All work over eight (8) hours in any one day or all work over forty (40) hours in any one week shall be paid at the rate of time and one half.

8.3 Employees shall be allowed five (5) minutes before lunch and ten (10) minutes before quitting time to wash and clean up.

(A) Employees shall receive an unpaid thirty (30) minute meal break after eight (8) hours of work.

(B) Employees shall receive a ten (10) minute break during the first half of the work day.

8.4 Employees shall not report to the job earlier than fifteen (15) minutes prior to starting time. Foremen and general foremen may start thirty (30) minutes prior to starting time and remain thirty (30) minutes after quitting time.

8.5 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 employee 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.

(C) 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.

8.6 (A) The following are recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

(B) 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.

(C) 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.

(D) Any employee working under the terms and conditions of this Agreement is not entitled to paid sick leave established under a state, county, city or local ordinance unless that said ordinance excludes employees working under the terms and conditions of a collective bargaining agreement.



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

8.9 (A) 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 second shift outside the regular work day.

(B) In addition to the added amounts in 7.9(A), when three (3) shifts exist, the second shift shall receive eight (8) hours pay for seven and one half (7 1/2) hours work; the third shift shall receive eight (8) hours pay for seven (7) hours work.

(C) The above applies to work classification 6.1(A) only and must be at least five (5) consecutive days.

ARTICLE 9 **CONTRACTUAL RELATIONS & OBLIGATIONS**

9.1 One member of the firm is allowed to work with the tools and a contractor is one that employs, on average, at least one person throughout the year.

9.2 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.

9.3 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.

9.4 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.

9.5 Except as qualified in 9.5(A), on or before the forty-fifth (45th) following the end of each work period month, DISCA Employers 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. Non-DISCA Employers who do not qualify in 9.5A, will on or before the fifteenth (15th) day following the end of each month remit 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.

(A) All 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.

(B) If an Employer fails to make contributions in accordance with the agreement after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedures or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

9.6 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.

ARTICLE 10 **WORKING CONDITIONS**

10.1 The unrestricted use of tools is permitted for work covered under this Agreement.

10.2 It is understood and agreed and recognized that traditional hand tools to perform work with namely hawks, trowels, bread pans, and broad knives, will be supplied by the Employees. The Employer shall furnish all other tools and equipment to work with and if at any 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. Any disagreement arising hereunder shall be submitted to the Joint Trade Board as provided by this Agreement. No Employee shall be discriminated against for his refusal to work with or use stilts or machine type tools for which they have not received 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 the District Council 711 FTI in the proper use of the tools 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 DISCA members.



10.3 The Employer shall abide by the terms of the Safety Act of the State of New Jersey as well as those of the Federal OSHA.

ARTICLE 11 FRINGE BENEFIT FUNDS

11.1 By Agreements and Declarations of Trust the Union and the Employer Association have established certain Fringe Benefit Trust Funds (“Trust Funds”), which are hereby acknowledged by the parties. For the duration of this Agreement, and any renewals or extensions hereof, the Employer agrees to make payments to the Trust Funds set forth herein for each employee covered by this Agreement in accordance with the schedules attached hereto and as may be mutually agreed by the parties.

11.2 The following Trust Funds have been heretofore established by Agreement and Declaration of Trust by the parties and constitute the “Trust Funds” to which this Article refers:

- Painters District Council 711 Health and Welfare Fund (Health and Welfare Fund)
- International Painters and Allied Trades Industry Pension Fund (Pension Fund)
- IUPAT Finishing Trades Institute (IUPAT FTI)
- Painters and Allied Trades Labor Management Partnership (LMP)
- District Council 711 Finishing Trades Institute (DC711 FTI)
- District Council 711 Vacation Fund (Vacation Fund)
- District Council 711 Labor Management Fund
- District Council 711 Job Targeting Fund

11.3 The Employer agrees that for each hour or portion of an hour for which an employee works (to include show-up time), the Employer shall make a contribution in the current allocation per the appropriate schedule herein to the Trust Funds.

(A) 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.

(B) Payments to the Pension Fund, Annuity Fund, IUPAT FTI Fund and LMCI Fund describe 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 of each Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreements and Declarations of Trust that have 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 the said Agreements and Declaration of Trust as though actually signed by Employer.

(C) Upon receipt of a written directive to do so by the Administrator or Trustees of the Funds and Organizations the Employer will 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 Association and the Union hereby irrevocably designates as their representatives on the Board of Trustees of the The Funds such Trustees as are now serving or will serve in the future as Trustees, together with their successors as provided in the Agreements and Declarations of Trust.

(E) The parties hereto further agree to be bound by all actions taken by the Trustees of the Funds pursuant to the said Agreements and Declarations of Trust, as amended from time to time.

(F) 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 by them as deduction for income tax purposes.

(G) The Union agrees that if the pension 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.

(H) In providing for contributions to the Painters District Council 711 Health and Welfare Fund it is the expectation of the parties to the Collective Bargaining Agreement that the trustees of the fund would take all necessary steps to ensure that the benefits provided by the fund will not subject contributing employers to the direct, or indirect payment of any high-cost plan excise tax. In the event that such a tax is assessed against either the contributing employers or the plan administrator, there shall be an immediate reduction to the hourly wage rates that are set forth in this Collective Bargaining Agreement, in an amount equivalent to the hourly cost per employee of such tax.

ARTICLE 12

INDUSTRY PROMOTION FUND, POLITICAL ACTION FUND AND JOB TARGETING FUND

12.1 Industry Advancement Fund: Each employer shall make a contribution of fifteen cents (\$0.15) per hour per Taper for each hour worked by each employee to the Drywall Taping Industry Promotion Fund of New Jersey heretofore established and administered by Trustees appointed by the Association solely for the advancement, and improvement of the Trade and the payment of expenses in carrying out such programs and responsibilities. The Administrator of The Funds shall collect the promotion fund monies from each employer at the same time as other Fringe Benefit payments are collected and remit the Industry Promotion Fund contributions to the Trustees designated by the Association on a monthly basis together with a report detailing the amounts collected from each employer.

12.2 Political Action Fund: Employers signatory to this Agreement shall deduct from the wages 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). The obligation of the Employer shall apply only to those Employees who have voluntarily signed a valid deduction authorization card. The Union shall advise the Employer of any employee who has not signed a deduction authorization card

12.3 Job Targeting Program: Job Eligibility and Rules:

(A) **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 EMPLOYER 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 EMPLOYER and District Council 711 further agree as follows:

(B) **Trust Fund:** The EMPLOYER 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."

(C) **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.

(D) **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 applications 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.
- Only the District Council shall have the authority to approve a subsidy with respect to a project.
- 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. These subsidies will not apply and/or be used for change order work but only to the original contract(s).
- 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.

ARTICLE 13
DRUG-FREE AND ALCOHOL-FREE WORKPLACE:
SUBSTANCE ABUSE POLICY

13.1 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.

13.2 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.

13.3 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 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 an accident which results in injury to persons or damage to equipment or property that may have been caused by human error, or 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.

13.4 18.8 DRUG-FREE and ALCOHOL-FREE WORK PLACE

All parties to this collective bargaining agreement insist that the workplace be free of drugs and alcohol. An employee who attempts to work under the influence of an illegal drug or alcohol presents a danger to himself or herself, as well as to other employees. The employee may also present a threat to the Employer's property and equipment and is likely to negatively affect the efficiency of others in the workplace.

All Employees must submit to an annual 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, Local 1976 and DISCA have adopted the **DISCA AND IUPAT DC 711 JOINT DRUG AND ALCOHOL-FREE WORKPLACE PROGRAM**. The Union, in cooperation with the Association, shall administer the program covering all Bargaining Unit members employed by NJG&M Association Employers and any other employer signatory to this Agreement. To the extent that such testing is consistent with each Employer's current Safety and/or Drug/Alcohol Policy, Non-Bargaining Unit Employees of the NJG&M Employers shall also be covered and subject to the Program and the NJG&M Employers shall provide names of their non-Bargaining Unit Employees who shall be subject to random testing under this Program. The Drug and Alcohol Program enacted by the Union and Association 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. This District Council 711 Health and Welfare Fund shall provide funding of the Program; except for those Non-Bargaining Unit Employees, which will be paid for entirely by the Association.

13.5 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 14 SAFETY

14.1 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 employ, such tools, materials, or 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, material and 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. The final decision as to safety of tools and working conditions shall be made by the general foreman, foreman or the supervisory person competent in safety measures.

14.2 An employee who does not follow safety procedures or instructions and causes, thereby, and 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.

ARTICLE 15 **UNION REPRESENTATIVE & SHOP STEWARDS**

15.1 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.

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

15.3 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 16 **SUBCONTRACTING**

16.1 Subcontracting by non-DISCA Employers shall not be permitted except to contractors signatory to District Council 711 whose employees receive comparable wages, hours of work and working conditions as provided in this agreement. With respect to Member-Employers of DISCA, subcontracting to other bona fide union contractors will not be permitted, with the limited exception of District Council 711 not being able to supply necessary manpower within a seventy-two (72) hour time frame, then and only then will Member-Employers of DISCA be able to subcontract work out to another bona fide union. Member-Employers of DISCA in good standing shall not be responsible for the performance or non-performance of the subcontractors.

ARTICLE 17 **PRESERVATION OF WORK CLAUSE**

17.1 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 (though family members or otherwise) management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

17.2 All charges of violations of section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the 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 applicants registered for employment by the Union 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 arbitration, judicial, or government (for example, the National Labor Relations Board) channels.

17.3 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 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 cost incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action provided, however, that if such litigation determines that the Employer is not in violation of this Article, the prevailing party shall be entitled to said fees from the losing party. This section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or Joint Trust Funds.

ARTICLE 18 **JOINT TRADE BOARD**

18.1 The parties shall establish and maintain a Joint Trade Board composed of six (6) members, three (3) representing the Union (including the Business Manager) and three (3) representing DISCA (including the chairman).

(A) Four (4) members, two (2) representing each party, shall constitute a quorum. Decisions shall be made by majority vote provided that the union representatives and DISCA

representatives shall have equal voting strength with respect to each vote. Members of the Joint Board shall choose a chairman and co-chairman to serve such terms as agreed upon by the Board, provided that one such officer shall represent each party.

18.2 The Joint Board shall meet regularly at least once every three (3) months. Special meetings may be called by the chairman or co-chairman when prompt hearing and decision is required in any dispute.

18.3 The Joint Board is empowered to hear and decide all grievances and disputes which may 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 provided, however, any assessment of damages shall not exceed Five Thousand Dollars (\$5,000.00); to issue interpretive rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intention of this Agreement; to investigate all grievances and disputes submitted to it, including audits of records; to recommend amendments to or change in the Agreement but only upon the written request of both parties; to appoint such persons or committees as necessary to aid the Board in the performance of its duties; and to demand of those who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

18.4 All grievances and disputes shall be submitted in writing to the chairman and co-chairman.

18.5 If all facilities to resolve disputes over the interpretation of the terms or conditions of an existing agreement have failed of settlement, both parties agree before strike or lockout, or the resort to proceedings before the National Labor Relations Board, State Government Boards or the courts, to submit the dispute to the Joint National Trade Board for binding decision. The Joint National Trade Board is hereby authorized and empowered to delegate any question or issue submitted, to a committee of two (2), one (1) of whom shall be appointed by each of the respective presidents of the IUPAT and the National Trade organization of the effected coalition member for the purpose of investigation, making recommendations to the Board, or, in fact, resolving or determining the particular issue, which determination shall be binding with the same force and effect as though rendered by the Board itself.

18.6 The remedies and sanctions specified in this section are in addition to other remedies and sanctions that may be permitted by other provisions of this agreement or by law.

18.7 There shall be no strike or lockout on any job over and grievance or dispute while it is being processed through this grievance procedure and until the said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job or jobs of an individual Employer who fails or refuses to pay wages and fringe benefits, 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.

18.8 The Board shall maintain full and complete records and minutes of its proceedings which may be inspected at any reasonable time by the parties to this Agreement.

18.9 At the commencement of each contract year or upon beginning of work within the territory during each contract year, each Employer shall pay to the Joint Trade Board the sum of one Hundred Dollars (\$100.00). DISCA shall pay the amount due for its taping contractors.

(A) All funds shall be used a determined by the Board for the purpose of advertising, advancing the trade, protecting the standards of work and employment, training employees in the use of new materials and work techniques, protecting the combined interests of employees and Employers alike, advancing the trade, educational programs, and the payment of all expenses of the Board on carrying out said programs and responsibilities.

ARTICLE 19 SUCCESSOR CLAUSE

Employers shall secure an acknowledgement by a purchaser of its business that it will recognize DC 711 as the sole collective bargaining agent for its employees performing finishing and taping work.

ARTICLE 20 GENERAL SAVING CLAUSE

If any article of this agreement should be 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 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 the Union, 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 satisfactory replacement within sixty (60) days after the beginning of 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 21 DURATION CLAUSE

21.1 This Agreement shall be in full force and in effect until and including April 30, 2025 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.

22.2 Where no such cancellation or 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 30, 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 27th
day of June, 2022 to be effective as of June 5, 2022

District Council 711
STATE OF NEW JERSEY

Drywall and Interior Systems
Contractors Association, Inc,
of N.J.

The undersigned Employer has been provided with a copy of the Agreement between District Council 711 IUPAT and DISCA with a term commencing June 5, 2022 through April 30, 2025. The undersigned agrees to accept and be bound to all terms and provisions of this agreement.

At the commencement of each contract or upon beginning of work within the territory during each contract year, each Employer shall pay to the Joint Trade Board the sum of One Hundred dollars (\$100.00). (See Article 18.9) DISCA shall pay the amount due for its taping contactors.

Business name

Business address

Phone# _____ Fax# _____

Federal ID # _____

Workmen Compensation Insurance Co. and Policy #

Unemployment Compensation Commission (U.C.C. #)

Temporary Disability Benefits Insurance (T.D.B. #)

Signed _____ day of _____ 20 _____

Employers Signature & Position _____

For the Union

Business Manager/Secretary Treasurer of District Council 711 International Union of Painters and Allied Trades, State of New Jersey

The original (completed) form MUST BE MAILED to:

District Council 711
9 Fadem Road
Springfield, NJ 07081

EMPLOYER COPY

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UNION COPY