

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into September 28, 2020 by and between District Council No. 9, Drywall Tapers and Painters of Greater New York Local 1974, I.U.P.A.T. (“Union”), and Drywall Taping and Contractors’ Association of Greater New York and the Association of Wall-Ceiling & Carpentry Industries of New York, Inc. (herein the Associations or Employer(s)).

WHEREAS, the parties are signatory to a collective bargaining agreement for the term June 28, 2017 to June 27, 2020, which was extended until September 27, 2020; and

WHEREAS, the parties have reached agreement on a successor collective bargaining agreement.

NOW THEREFORE, the parties in consideration of the mutual covenants herein contained, do hereby agree to amend the Agreement in accordance with the following stipulation:

1. A three (3) year agreement.
2. Wage and Benefit Package. To be allocated by the Union.

September 28, 2020. \$1.00. A minimum of 35¢ shall be allocated to Health and Welfare.

June 28, 2021. \$1.25. A minimum of 40¢ shall be allocated to Health and Welfare.

June 28, 2022. \$1.00. A minimum of 35¢ shall be allocated to Health and Welfare.

3. As to the market recovery program:

- a. 80% reduction in the total terms package across the board (except for apprentices)
- b. Applicable to all work within Local 1974's geographical jurisdiction
- c. Contractors shall notify the union during the bid phase for the project advising that they want to use the program (email notice shall be sufficient)
- d. Union shall respond in 24 hours (not including weekends and holidays) or else the request is deemed approved
- e. Union can only reject a request if:
 - (i) it's a prevailing wage job
 - (ii) there is a PLA
 - (iii) the carpenters are doing the project at full rate
 - (iv) the union has a special deal regarding the project other than a PLA
- f. 7 or 8 hour day at the employer's option. The job must be preregistered. If registered as a 7 hour job, the 8th hour will be paid at OT. If the job is not registered, the 8th hour will be paid at OT. The employer may re-register a job one time per job should a special circumstance arise.

4. Delete Article II, Section 2 re cost of living adjustment

5. Delete references in Article XXI to distribution of industry promotional funds. The Associations will inform the Union of how the funds are to be distributed.

6. Apprentice/journeymen ratio shall be 1:5 per job, provided the union can provide apprentices.

7. Job registrations to Union but copy goes to Joint Board. Joint Board will supply an email address.

8. Replace Article X, Section 10. A special registration form will be created for jobs that employ two tapers. The form will state the proposed employees' names. If additional tapers are to be assigned to the job the Employer must notify the Union beforehand.

If the number of tapers on any job decreases to two tapers, the Employer must re-register the job as a two-person job.

If the Employer violates this provision, the Employer will be written up on charges and a Steward will be appointed from the Union Hall. If additional workers are added, then the third taper on the project will be a certified Steward.

9. Six weeks to pay fund contributions.
10. Tapers who are members of Locals 113 (Westchester) or Local 1486 (Long Island), who work within the jurisdiction of Local 1974, shall receive the wage and benefit package of their home local (113 or 1486).
11. The previously agreed to non-economic terms shall be included in the agreement. See Attachment.
12. This agreement is subject to ratification by the Union membership.

ATTACHMENT – NON ECONOMIC TERMS

- A. Conform all dates.
- B. Remove references to stamp system and replace with voucher system.
- C. Modify the Union Security Clause to conform to legal requirements.
Article I. Section 5(c):
Modify to provide that: all employees who are members of the Union at the time of hiring shall remain members of the Union in good standing and all other employees shall become and remain members of the Union in good standing as a condition of employment on and after the eighth day following the beginning of their employment, the effective date or the date of execution of this collective bargaining agreement, whichever is later.
- D. Article I. Section 4. Modify the Section to clarify that 9(a) status applies to Association and Independent Employers.
- E. Article I. Section 5(c): Remove references to apprentices as apprentices can only be hired from the DOL certified DC9 Finishing Trades Institute of New York.
- F. Article II. Section 4. Change Show-up Pay from 2 hours to 4 hours. Delete : ~~except when they are not put to work because of an act of God or because of an accident beyond the Employer's control.~~
- G. Article II. Section 7. SICK LEAVE.
The parties hereby expressly waive city and state legislation regarding paid time off, including the New York City Earned Sick and Safe Time Act and the New York State Sick Leave Law (NYSSL). The parties agree and acknowledge that this agreement provides benefits comparable

to those provided by the New York City Earned Sick and Safe Time Act and the New York State Sick Leave Law. If either of the above referenced laws is revised in such manner as to make this waiver ineffective, this waiver is deemed ineffective or invalid (in whole or in part) by a court or other body, or this waiver is ineffective or invalid for any other reason, the parties agree to replace this paragraph with appropriate language to waive the laws' provisions.

H. Article IV. Section 1. (b), and throughout the agreement, replace fax communication with email communication to jobregistration@dc9.net.

I. Article VII. Section 2. Remove Section on Apprenticeship Committee.

J. Article XV: Change Labor Management Cooperation International Fund (LMCI) to The Finishing Industries Labor-Management Partnership (LMP).

K. Article XXIII, Section 2. Remove section.

L. Article VIII Section 1(e) Every Employer shall keep a complete set of books setting forth all business transaction. These books shall consist of at least a check book, payroll book, cash book and cash disbursements records and accounts payable and accounts receivable ledger. Such books, and all other employment records of the Employer, including but not limited to, payroll tax returns*, bank statements, and vendor invoices, shall be made available to the auditor...

*(Form 941's, Form 940's, Form NYS-45, W-2's, Form W-3, 1099's, Form 1096, Form 1065, Form 1120, Form 1120-S, and all supporting schedules. The State Forms listed are for New York State. If another state is involved, include the equivalent state form.)

M. Article XIII. Section 1(h). New language: This grievance procedure shall not operate as a bar or precondition to the filing of a lawsuit, or any other legal action by the Union and/or the Benefit Funds for collection of any contributions owed to the Funds or Union by any Employer.

N. Article XVI Section 6 (b) If the Employer violates Section 6 (a) of this Article, (i) the Union may resort to all... (ii)the Benefit Funds may resort to all available legal or economic resources, including the filing of a legal action to collect all the contributions due from the Employer. [The rest of the paragraph remains.]

O. Article XX Section 1(a) should include the following underlined language: "Each Employer . . . agrees to be bound by each of the said trust agreements as though he/she had actually signed the same, and further agrees to be bound by all actions taken by the Trustees of each of the said trust funds pursuant to the said trust agreements, including but not limited to, policies established by the Trustees such as the Funds' Policy for the Collection of Delinquent Contributions."

P. Article XX Section 7(b). The Parties recognize and acknowledge that the regular and prompt payment of benefit contributions is essential and that it would be extremely difficult, if not impractical to fix the actual expenses and damages which will result from a failure of an Employer to makes the required benefit contributions in full within the time provided. Therefore, [a]ny Employer required by this Article to pay the contributions payable to his/her Journeypersons and Apprentices or on their behalf for the remittance period immediately

preceding, who fails to pay such contributions within one (1) week of the date prescribed for their payment shall pay to the Trustees as liquidated damages (not as a penalty) the sum of ...

Remove the words “If the total is more than ten (10) weeks the penalty shall be thirty (30%).”

Q. Article XX Section 7(h). Add. If the required fringe benefit contributions of an Employer becomes delinquent, in addition to the amount assessed as liquidated damages, interest shall be added to the obligation of the delinquent Employer, calculated monthly at the annual rate of 5.25%, which shall be calculated based upon the sum of all benefit contributions due for the period for which the Employer is delinquent, starting with the first day of delinquency.

R. Article XX Section 7(i). Add. If the required fringe benefit contributions become delinquent, in addition to the amount due as liquidated damages and interest as provided for in the preceding subsections, there shall be added to the obligation of the Employer, all reasonable expenses incurred by the Trustees in the collection of any delinquency, including but not limited to reasonable attorneys’ fees, accountant’s fees and court costs and disbursements.

S. Add to Article XVI, Section 1 – In order to facilitate notice to the Employer, if the WCC contractor notifies the Union by registration form (a) the identity of any company to whom it has sub-contracted any job-site work covered by this Agreement and (b) the location of the job, the Union will notify the Employer of a known delinquency within 30 days of when the contributions are considered delinquent by the Funds or when the Union becomes aware, whichever is sooner.

T. The WCC will be given its own cover page. No substantive changes will be made to the CBA. Signatures of both Associations will be required on the CBA.

U. The parties have agreed that no party will seek to enforce any right or remedy concerning the actions of any party or failure to negotiate in good faith with respect to these negotiations.

AGREED to this 28th day of September, 2020.

**DISTRICT COUNCIL NO. 9,
DRYWALL TAPERS AND PAINTERS
OF GREATER NEW YORK LOCAL 1974,
IUPAT**

**BY: _____
Joseph Azzopardi
Manager/Secretary-Treasurer**

**DRYWALL TAPING AND
CONTRACTORS’ ASSN OF
GREATER NEW YORK**

**BY _____
Brian Gordon,
Secretary-Treasurer**

**ASSOCIATION OF WALL-CEILING &
CARPENTRY INDUSTRIES OF NEW YORK, INC.**

BY: _____
John DeLollis, Executive Director