

THIS AGREEMENT

BETWEEN

IUPAT DISTRICT COUNCIL 711

AND

THE

NEW JERSEY INDUSTRIAL PAINTERS ASSOCIATION, INC.

FEBRUARY 1, 2022

THROUGH

JANUARY 31, 2027



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This Agreement is made and entered into this First (1st) day of February, 2022 by and between the "New Jersey Industrial Painters Association, 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

1. The Employer hereby recognizes IUPAT District Council 711 ("the Union.") 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.

2. The Employer agrees to register the start and restart of all projects within forty-eight (48) hours of the commencement of any work, by mail/phone/fax or email to the Union's main or local office in the area where the job is located.

a. Failure to comply with the provisions of this section shall result in automatic fines which will be paid to the Joint Trade Board to be used by them at their discretion. Such penalties shall be in the following amounts:

First Violation-One Thousand Dollars (\$1,000.00)

Second Violation-Three Thousand Five Hundred Dollars (\$3,500.00)

Third and Subsequent Violations-Seven Thousand Dollars (\$7,000.00)

3. The Union agrees that, should it enter into a separate collective bargaining agreement relating to the work covered by this Agreement with any other employer, and such other agreement contains terms or conditions (including wages or contributions) which are more favorable to an employer than those provided in this Agreement then the Employer Members of the New Jersey Industrial Painters Association, Inc. may elect at their option, to substitute any or all of such more favorable terms and conditions in place of those provided in this Agreement.

## ARTICLE II - SCOPE OF BARGAINING UNIT AND WORK JURISDICTION

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of "bridge painter", "tank painter" and "structural steel 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.

The terms hereinafter set forth shall apply but are not limited to the containment of any material (plywood, wood, Plexi glass, pipe framed scaffold, tarps etc.) maintenance, rigging, preparation, cleaning, and abatement of all lead-based paint and other hazardous coatings, painting or application of protective coatings of every description and all rigging for inspection purposes of the following work in the State of New Jersey;

1. Skeleton structural steel work in and any event the first field coat on all buildings, power plants, water treatment facilities, towers and smokestacks.
2. All coatings on structural steel and bridges.
3. Safety Boat Operator (Work Candidates for this role must have obtained all required certifications required under current regulations and project specifications. Subcontracting of the Safety Vessel operations are permissible by the Employer if the Union is unable to refer a qualified person.)
4. All painting or coating and cleaning work in subways, between the ends of one platform to the near end of the platform of the next station, and all work on train stations, elevated train structures and station platforms.
5. The cleaning and painting/coating of all elevated tank work erected in connection with structural steel work. The painting/coating and cleaning of all other ground level tanks and stacks not erected in connection with the structural steel work and regardless of whether the same be new construction or repairing work.
6. All paint coatings on cement columns and cement piers on bridges and elevated highways and concrete sound barriers. All paints, coatings, concrete injections and repairs in all waste water facilities.
7. Manning of all power equipment; including the compressor for blasting, grinding, spraying, water blasting, vacuum trucks, heaters, decontamination trailers, wash sinks, man lifts, forklifts, tuggers and winches, lights and light towers, water blast recovery units and all other equipment used in conjunction with the performance of this work.
8. The collection, sweeping, clearing, packaging and storing of the sand and any hazardous or non-hazardous waste residue generated by the performance of the work.
9. All material (including but not limited to plywood, wood, Plexi glass, pipe frame scaffold, etc.) used for painting/coating and maintaining structural steel and bridges which have to be contained in boxes, cans, etc. and all cleaning shall be done by members of the IUPAT.
10. Erection, maintenance, disassembly, and relocation of containment structures used for the purpose of removing lead bearing or other hazardous or objectionable coating materials, preparing the underlying surfaces for coating, including the setting and removal of tarps, and for the containment of the coating platform. The rigging, installation and maintenance of scaffolding and containment enclosures for all purposes, the erection and dismantling of platform systems, and related scaffolding for all purposes.
11. The maintenance, operation, setup, disassembly and relocation of all the equipment necessary to adequately operate and maintain work within the containment enclosure including but not limited to classifiers, dust collections, vacuum systems, pressure vessels, steel grit recovery units, separators, lead waste vacuum trucks, heaters, decontamination trailers, wash sinks, man lifts, forklifts, tuggers and winches, lights and light towers, water blast recovery units and other equipment



used in conjunction and associated support equipment such as but not limited to compressors, generators, coolers, heaters, etc.

12. The work jurisdiction of this agreement shall include and extend but are not limited 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 to.

### ARTICLE III - OUT-OF-AREA JURISDICTION

The geographic jurisdiction of the Union party to this Agreement is the State of New Jersey and one half (1/2) of all bridges leading from New Jersey to the States of Pennsylvania and Delaware.

I. 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.

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. (8<sup>th</sup>) day following the

beginning of their employment, or on and after the eighth (8<sup>th</sup>) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

I. 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 fifteenth (15<sup>th</sup>) day 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 (I) 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).

3. The obligations of the Employer under Sections (I) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

4. At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy to be retained by the Employer, one copy retained by the employee, and the third returned to the Union, the form to be supplied to such Employer by the Union.

5. On or before the tenth (10<sup>th</sup>) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.



## ARTICLE V - FUNCTION OF MANAGEMENT

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.

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

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 and accomplish desired results in as efficient and productive a manner as possible. 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.

## ARTICLE VII - DRUG-FREE AND ALCOHOL-FREE WORKPLACE

1. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy.

2. The parties to this Agreement recognize the need to provide and maintain a drug-free and alcohol-free workplace. Each party agrees that it will comply with any customer mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program, which may include the following types of testing: preemployment, reasonable suspicion, post-incident, and random where allowed by law.

## ARTICLE VIII - NO STRIKES/NO LOCKOUTS

During the term of this Agreement, and any extensions thereof, District Council 711, 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

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 a chairman and secretary 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.

2. The parties to this Agreement hereby agree that any and all grievances and disputes 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.

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.

4. All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.

5. The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

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.

7. Decisions, awards, or orders of the Joint Trade Board shall be final and binding.

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.

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.

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.

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.

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.

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.

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.

15. The remedies and sanctions specified in Sections 12 and 13 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

## ARTICLE X - SELECTION OF FOREMEN AND JOURNEYMEN

1. All jobs will have a Local 1331 member as a foreman unless preapproved by the Union.
2. All journeymen employees shall be selected by the employer at the site of the work after first registering with the District Council 711 Office.
3. No foreman shall be made nor shall be deemed to be an agent of the Union.
4. All Foreman and Journeyman selected at the site shall work under the Conditions, Wages and Benefits established in the Collective Bargaining Agreement and in the jurisdiction of District Council 711.

## ARTICLE XI - APPRENTICES

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 Finishing Trades Institute of New Jersey. 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 journeyperson rate set forth in this Agreement.
2. Ratio of Apprentices to Journeypersons. Each Employer shall employ and train apprentices in the following ratio to journeyperson workers employed by the Employer: one (1) apprentice per three (3) journeypersons two (2) apprentices per six (6) journeypersons (etc.)



## ARTICLE XII - JOURNEYPerson WAGES

I. Straight Time Rate (Total Package) for Journeypersons classified is as follows:

Bridge Painter	\$91.00
Elevated Water Tanks	\$78.09
Industrial/Structural Steel Painters	\$77.39
Tank Painter/Structural Steel Painter- Repaint	\$64.66

### **Straight Time Rate (Total Package) for Journeyperson Bridge Painter:**

Effective February 1, 2022, the straight time rate (also referred to as the "total package") for Bridge Painters working under this Agreement, shall be paid at the rate of ninety-one dollars (\$91.00) 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 February 1, 2023 straight time (total package) for Bridge Painters hourly rate shall be increased by two dollars and twenty cents (\$2.20) per hour.

Effective February 1, 2024 straight time (total package) for Bridge Painters hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2025 straight time (total package) for Bridge Painters hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2026 straight time (total package) for Bridge Painters hourly rate shall be increased by two dollars (\$2.00) per hour.

### **Straight Time Rate (Total Package) for Journeyperson Water Tank Painter:**

Effective February 1, 2022, the straight time rate (also referred to as the "total package") for Elevated Water Tanks working under this Agreement, shall be paid at the rate of seventy-eight dollars and nine cents (\$78.09) 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 February 1, 2023 straight time (total package) for Water Tank Painters hourly rate shall be increased by two dollars and twenty cents (\$2.20) per hour.

Effective February 1, 2024 straight time (total package) for Water Tank Painters hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2025 straight time (total package) for Water Tank Painters hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2026 straight time (total package) for Water Tank Painters hourly rate shall be increased by two dollars (\$2.00) per hour.



**Straight Time Rate (Total Package) for Journeyperson Industrial/Structural Steel:**

Effective February 1, 2022, the straight time rate (also referred to as the "total package") for Industrial/Structural Steel working under this Agreement, shall be paid at the rate of seventy-seven dollars and thirty-nine cents (\$77.39) 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 February 1, 2023 straight time (total package) for Industrial/Structural Steel hourly rate shall be increased by two dollars and twenty cents (\$2.20) per hour.

Effective February 1, 2024 straight time (total package) for Industrial/Structural Steel hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2025 straight time (total package) for Industrial/Structural Steel hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2026 straight time (total package) for Industrial/Structural Steel hourly rate shall be increased by two dollars (\$2.00) per hour.

**Straight Time Rate (Total Package) for Journeyperson Tank and Structural Steel Repaint:**

Effective February 1, 2022, the straight time rate (also referred to as the "total package") for Tank and Structural Steel Repaint work under this Agreement, shall be paid at the rate of sixty-four dollars and sixty-six cents (\$64.66) 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 February 1, 2023 straight time (total package) for Tank and Structural Steel Repaint hourly rate shall be increased by two dollars and twenty cents (\$2.20) per hour.

Effective February 1, 2024, straight time (total package) for Tank and Structural Steel Repaint hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2025, straight time (total package) for Tank and Structural Steel Repaint hourly rate shall be increased by two dollars (\$2.00) per hour.

Effective February 1, 2026, straight time (total package) for Tank and Structural Steel Repaint hourly rate shall be increased by two dollars (\$2.00) per hour.

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.

## The 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 per hour as follows:

### 1. Bridge Painter:

All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts, all appurtenances, electrical towers, high tension towers and smoke stacks. (Excluding pedestrian bridges in Casinos, Condominiums, hotel, Educational facilities, Hospitals and Offices.)

WAGES	H&W	PEN	IU ANN	LU ANN	IUPAT FTI	DC 711 FTI	LMP	DC LMF	H&S MON	STARS	NAT STEEL ASSOC	IAF	JOB TAR	TOTAL PKG PER HOUR
\$57.23	\$12.00	\$8.64	\$7.00	\$3.91	\$0.10	\$1.20	\$0.10	\$0.05	\$0.20	\$0.10	\$0.05	\$0.32	\$0.10	\$91.00

### 2. Water Tank Painter:

All new and repaint of water tanks interior and exterior.

WAGES	H&W	PEN	IU ANN	LU ANN	IUPAT FTI	DC 711 FTI	LMP	DC LMF	H&S MON	STARS	NAT STEEL ASSOC	IAF	TAR	TOTAL PKG PER HOUR
\$47.02	\$12.00	\$8.64	\$5.20	\$3.06	\$0.10	\$1.20	\$0.10	\$0.05	\$0.20	\$0.10	\$0.05	\$0.32	\$0.05	\$78.09

### 3. Industrial/Structural Steel Painter:

New: All work on any and all Industrial Structures not described in wage classifications one (1) and two (2) including but not limited to: power plants (any aspect), on steeples, on dams, on hangers, transformers, substations, etc. and on open steel whether new or repaint. All new work (excluding traditional commercial painting work) in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

WAGES	H&W	PEN	IU ANN	LU ANN	IUPAT FTI	DC 711 FTI	LMP	DC LMF	H&S MON	STARS	NAT STEEL ASSOC	IAF	TAR	TOTAL PKG PER HOUR
\$45.97	\$12.00	\$8.64	\$5.40	\$3.16	\$0.10	\$1.20	\$0.10	\$0.05	\$0.20	\$0.10	\$0.05	\$0.32	\$0.10	\$77.39

### 4. Tank/Structural Steel Repaint:

The repainting of all other tanks 60 feet high and below not described in wage classification 2 (Elevated Water Tanks). All repaint work (excluding traditional commercial painting work) in refineries and tank farms.

WAGES	H&W	PEN	IU ANN	LU ANN	IUPAT FTI	DC 711 FTI	LMP	DC LMF	H&S MON	STARS	NAT STEEL ASSOC	IAF	TAR	TOTAL PKG PER HOUR
\$35.31	\$10.00	\$8.64	\$5.40	\$3.16	\$0.10	\$1.20	\$0.10	\$0.05	\$0.20	\$0.10	\$0.05	\$0.25	\$0.10	\$64.66



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 OVERTIME HOUR(S) WORKED.

DEDUCTIONS PER HOUR FROM NET WAGE:

DEDUCT IUPAT-PAT Fund twenty cents (.020) per hour

DEDUCT District Council 711 Vacation Fund. Bridge six dollars (\$6.00) per hour

Industrial/Steel five dollars and fifty cents (\$5.50) per hour

Water Tanks five dollars and twenty-five cents (\$5.25) per hour

Tank/Structural Steel repaint five dollars and fifty-five cents (\$5.55) per hour

Deduct Local Union 1331 Fund ten cents (\$0.10) per hour

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 journey person 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 journeypersons working under this Agreement as Water Tank Painters. 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 journeypersons under this Agreement.

First Year	50%
Second Year	70%
Third Year	90%





### First Year Apprentice

H&W	PEN	ANN	1331 ANN	DC 711 FTI	IUPAT FTI	LMP	STARS	TARG	H&S	NAT STEEL	IAF	DC LMF
\$9.00	\$0.00	\$1.14	\$1.03	\$1.10	\$0.10	\$0.10	\$0.10	\$0.15	\$0.20	\$0.05	\$0.03	\$0.05

### Second Year Apprentice

H&W	PEN	ANN	1331 ANN	DC 711 FTI	IUPAT FTI	LMP	STARS	TARG	H&S	NAT STEEL	IAF	DC LMF
\$9.25	\$3.50	\$3.00	\$2.08	\$1.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.20	\$0.05	\$0.03	\$0.05

### Third Year Apprentice

H&W	PEN	ANN	1331 ANN	DC 711 FTI	IUPAT FTI	LMP	STARS	TARG	H&S	NAT STEEL	IAF	DC LMF
\$10.25	\$5.00	\$5.40	\$3.80	\$1.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.20	\$0.05	\$0.03	\$0.05

Advancement in the apprentice program is based on both "on the job training" and related classroom hours.

## ARTICLE XIV- PAYMENT OF WAGES

1. Employees shall be paid weekly on a day designated by the Employer. Checks shall be Distributed on the job site no later than thirty (30) minutes prior to the close of the regular work day.
2. All wages shall be paid by negotiable check 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.
3. Employees who quit need not be paid until the next regular payday. In the case of discharge or layoff, the Employer shall pay employees in full by the close of the work day on which their employment is terminated.
4. Employees shall be notified and paid in full at least thirty (30) minutes before being laid off at quitting time.
5. 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 payment(s) to the employee within three (3) days after the date such payment(s) are first due and payable to the employee under this Article.

6. 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 forty-eight (48) 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.

7. On jobs of four (4) or more employees, one (1) person shall be designated by the Employer as Foreman. Five dollars (\$5.00) per hour shall be added to the wages of all Foremen.

8. On jobs of fifteen (15) or more employees, one (1) person shall be designated by the Employer as General Foreman. Seven dollars and fifty cents (\$7.50) per hour shall be added to the wages of all General Foremen.

## ARTICLE XV - WORK DAY AND WORK WEEK: OVERTIME AND SHIFT PREMIUMS

1. The work week shall consist of any consecutive seven (7) day period designated by the individual Employer. Once the individual Employer designates the work week for the Employer, it may not be changed without the consent of the Union.

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 at approximately the midpoint of the shift. 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 Monday through Friday inclusive.

3. At the discretion of the Employer, a four (4) day ten (10) hour work day option may be implemented. When the ten (10) hour day option is used, then the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) will be paid at time and one half (1 1/2 times the regular wage rate). The fifth (5<sup>th</sup>) day will also be paid at time and one half (1 1/2 times the regular wage rate). After twelve (12) hours, the hours shall be paid at double time (2 times the regular wage rate). Four (4) ten (10) hour days can only be utilized on a Monday through Thursday schedule. Friday may serve as work make up day. Saturday and Sunday work will be paid at time and a half (1 1/2 times the regular hourly wage). The Union must approve any deviation from this work schedule.

4. In the discretion of the Employer, a make-up day may be scheduled for work missed **due to inclement weather only** after reporting it to the Union, otherwise overtime shall apply. The make-up day shall be paid at the regular hourly rate of pay, unless the work missed was scheduled to be performed on overtime. If it is found that at any time an employee who has not already received forty (40) hours work is receiving premium pay on all or part of the hours worked, the rest of the employees on that project shall demand and receive the same.

5. Any employee reporting to work at the regular starting time shall receive two (2) hours pay at the regular hourly rate, unless he or she has been notified at least two (2) hours prior to the reporting time not to report to work.

6. Employees shall be at the shop or project site and prepared to work at the scheduled starting time each day and shall remain until quitting time.

7. All work over eight (8) hours in 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.



8. For any shift which starts outside the regular work day, the Employer shall pay all employees a shift differential of ten percent (10%) above the applicable wage scale. Fifteen percent (15%) shall be added to any second shift outside the regular work day. All shifts shall be scheduled for at least eight (8) consecutive hours.

9. All work on any holiday shall be paid at two (2) times the regular rate, except Veteran's Day which will be paid at time and one half (1 ½) the regular rate.

10. There shall be no pyramiding of overtime payments required by this Article.

## ARTICLE XVI - BREAKS AND CLEAN-UP TIME

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) The Employer shall provide adequate potable water on all employment sites.
- c) In an effort to maintain productivity, safety, and hygiene on full-containment jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch break as provided in sub-section (a) above. When such circumstances exist, then ten (10) minutes shall be added to the lunch period. While the regular one-half (h) hour lunch period is unpaid time, these additional ten (10) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job-by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the employees a break closest to the midpoint of the work day.
- d) On projects scheduled for longer than eight (8) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first eight (8) hours worked.
- e) Personal wash up supplies will be provided
- f) On projects which require issuance of Employer provided protective clothing and are exposed to public visibility the Employer shall establish a suitable changing area for workers. Allowances for this requirement may be made based upon project stature and duration when agreed upon by the Employer and Union.

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, Independence Day (Fourth of July), Labor Day, Veterans Day, Presidential Election Day-Afternoon (a full eight (8) hour day at regular wages is permitted up until noon),



Thanksgiving Day, and Christmas Day. All work performed on these recognized holidays shall be paid for at two (2) times the regular rate except Veteran's Day which is to be paid at one and a half (1 ½) times the regular rate of pay.

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.

No work shall be performed on Labor Day except in case of emergency or to protect lives or property, and then only after permission has been requested and granted by the Union or its representative.

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**

Any employee reporting to work at the regular starting time shall receive two (2) hours pay at the regular hourly rate unless he or she has been notified, at least two (2) hours prior to the reporting time, not to report to work.

Any employee who reports to work and for whom work is provided shall receive no less than two (2) hours pay.

### **ARTICLE XIX - TRAVEL PAY**

1. Where employees are required by the Employer to travel more than sixty (60) miles per day, round trip to and from the job site, then the Employer shall pay such employees forty cents (\$0.40) per mile, per day for all miles over sixty (60) miles, round trip, to and from work. The start point shall be when the employee leaves the jurisdiction of District Council 711. When the Employer provides transportation to and from the job, this shall be in lieu of travel pay.

2. Employees working out of town, not being driven daily, shall have room and board furnished by the Employer. Room and board shall be defined as the reasonable cost of lodging plus fifty dollars (\$50.00) per day as per diem.

### **ARTICLE XX - FRINGE BENEFIT FUNDS**

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 upon by the parties.

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)
- International Painters and Allied Trades Industry Pension Fund (Pension Fund)
- International Painters and Allied Trades Annuity Fund (Annuity Fund)
- IUPAT Finishing Trades Institute (IUPAT FTI)
- Painters and Allied Trades Labor Management Partnership (LMP)

- District Council 711 Finishing Trades Institute (DC 711 FTI)
- District Council 711 Vacation Fund (Vacation Fund)
- Local 1331 Annuity Fund (1331 Annuity)
- District Council 711 Labor Management Fund (LMF)
- District Council 711 Health and Safety Monitoring Fund

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. Contributions to the Annuity Fund, shall however, be made on a percentage of pay basis rather than on an hour worked basis.

- (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 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 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 of 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 Declarations of Trust as though actually signed by the Employer.
- (C) On January 14, 2022 the Pension Fund elected to enter "Red Zone" status requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate Schedule 2" and adopt the following required increases to hourly Pension Fund contributions:
  - a Effective February 1, 2022 there shall be an increase of fifty- four cents (\$0.54) per hour.
  - b Effective February 1, 2023 there shall be an increase of fifty-four cents (\$0.54) per hour.
  - c Effective February 1, 2024 there shall be an increase of fifty-four cents (0.54) per hour.
- (D) 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 IUPAT Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they 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.



- (E) The Association and the Union hereby irrevocably designate as their representatives on the Board of Trustees of 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.
- (F) 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.
- (G) 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 deductions for income tax purposes.
- (H) 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.
- (H) Each Employer shall be required upon the signing of this Agreement to deposit with the Trustees of the District Council 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 Contributions. 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.

#### ARTICLE XXI – INDUSTRY ADVANCEMENT FUND

Effective August 9, 2011, each Employer shall make a contribution of thirty-two cents (\$0.32) per hour, for each hour worked by each employee, to the New Jersey Industrial Painters Association, Inc. Industry Advancement Fund hereto established and administered by the Association solely for the advancement and improvement of the Trade. This Industry Advancement Fund shall pay for programs and expenses intended to support the industrial painting and coatings industry and including, without limitation, the operating costs of the Association, the expense of conducting public relations, educational programs and seminars, costs and expenses connected with the promotion of stability of relations between labor and management, the Employers' costs of collective bargaining on an industrywide basis, the Employers' cost of their representatives in the adjustment of grievances and in arbitration, and the Employers share of the fees of arbitrators. The Administrator of the Funds shall collect the Industry Advancement Fund monies and remit these contributions to the Association on a monthly basis together with a report detailing the amounts collected from each Employer.

#### ARTICLE XXII - CONTRIBUTIONS THROUGH VOLUNTARY DEDUCTIONS TO THE IUPAT PAT-PC FUND

Employers signatory to this agreement shall deduct from the wages of each Union employee the voluntary sum of fifteen cents (\$0.15) 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 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.

## ARTICLE XXIII — JOB STEWARDS

All jobs will have a designated job Steward/Time Keeper. All job Stewards/Time Keepers will be designated by the Union.

On all jobs of six or more the Job stewards will have accessible work tasks. The Employer shall furnish the Union with written reports upon request of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the employees employed. The Union may, at its option, appoint a job Steward/Time Keeper on any job where its members are employed from among the employees on the job. The Union shall notify the Employer at that time of the identity of the Steward/ Time Keeper.

The duties of the job stewards shall be as follows:

- a) To see that the provisions of this Agreement are observed;
- b) To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her;
- c) To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the job site by any person who is not an IUPAT member;
- d) To Mentor fellow members concerning the importance of a professional and productive approach to work.

The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. Except for General Foremen and Foremen, the job steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of steward and so long as he or she has the qualifications and ability to perform the available work. The job steward shall be the first person offered overtime, provided he/she has the qualifications and ability to perform the available work. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

## ARTICLE XXIV - UNION RIGHTS

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

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. Nothing set forth in this paragraph alters or modifies the right of the Employer to establish neutral or secondary gates as permitted by law.



3. Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement. Union Representatives shall conduct their site visits within a manner as to minimize disruption of project activities.

#### ARTICLE XXV - PRESERVATION OF WORK

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.

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.

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

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 bridge, tank 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.

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 I hereof, the Employer must notify the Union as to the identity of the contractor or subcontractor to which the work will be assigned within fourteen (14) days prior to finalizing any agreement with such contractor, subcontractor, or other person.

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 or becomes 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 be liable for any unpaid fringe benefit contributions owed by such contractor because of the performance of such job site work pursuant to that contract.

#### ARTICLE XXVII - SAFETY

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.

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.

3. 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.

4. The Employer shall provide, at no cost to the employee, all necessary personal protective equipment and instructions on proper use of such equipment. Besides routine inspection by the Employer's Competent Person, Employees are responsible to properly maintain their issuance of personal protective equipment that has been issued to them by the Employer. Employees must report any damaged Personal Protective Equipment to the Employers site representative. 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. .

5. 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.

6. A willful violation of safety rules by an employee may result in discipline, up to and including discharge.

7. The Employer shall, in writing, promptly report to the Union all accidents and all incidents involving OSHA and/or MSI-IA reportable injuries to workers.

8. All members must complete Fall Protection, NJ Lead Worker, Scaffolding and Confined Space Training before being referred to work.



9. STARS: All active journeypersons must complete a health or safety class annually provided by the District Council 711 FTI to be eligible for participation in the "STARS" program. For every hour or part of that an employee receives wages the Employer agrees to make contributions of ten cents (\$0.10) to the District Council 711 "STARS" program.

#### **ARTICLE XXVIII - JOURNEYPerson UPGRADE TRAINING**

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

#### **ARTICLE XXIX - MISCELLANEOUS TERMS AND CONDITIONS**

I. Discrimination. 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.

1. Union Right to Verify Compliance by Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer which relate to payroll or fringe benefit contributions, for the purpose of assuring compliance with the provisions in this Agreement.

2. Workers Compensation Insurance and Alternative Dispute Resolution Programs. The Employer agrees, upon execution of and throughout the term of this Agreement and any extensions thereof, to elect to be bound by the provisions of all State and local Workers Compensation laws that are applicable to work performed by the Employer. The Employer further agrees to provide and furnish a Certificate of Insurance covering all liability and obligations under such laws to the Union and the local Joint Trade Board. If local or state laws permit the establishment of an Alternative Dispute Resolution Workers' Compensation Program, (ADR Program) and where a Finishing Contractors Association affiliated organization is a party to this Agreement and has lawfully created and/or established an ADR Program that will provide all required state and local workers' compensation benefits, the Employer may elect to participate in such ADR Program. Said ADR Program rules or regulations shall be submitted to the Union for review prior to implementation by the Employer.

3. **Restriction on cell/smart phones and recording equipment:**

*Without prior permission from the Employer, employees are forbidden to use personal communication devices such as cell/smart phones or any similar devices during working hours. They are further forbidden from any and all photographing, video recording and posting of such on social media or distributing the images, in any shape or form of any personnel or structure in whole or in part on any project. Violation of this clause may be cause for termination.*

#### **ARTICLE XXX - FLEXIBILITY TO MODIFY AGREEMENT TO EXPAND OR RECOVER WORK**

The terms and provisions of this Agreement may be modified by the Business Manager/ Secretary Treasurer of District Council 711(Local Union), at his/her discretion, for the purpose of organizing, holding

a job union, maintaining or entering a particular market segment, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, or by an executed addendum by the party's signatory here to for a specific scope of work or duration of time the wage and fringe benefit package is to be paid. The modification may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidder's signatory with the IUPAT.

#### **ARTICLE XXXI - 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 XXXII - 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 XXXIII - 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 XXXIV - 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.

In conjunction with the Garden State Council and District Council 71 1 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 71 1 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.

## ARTICLE XXXV - DURATION CLAUSE

1. This Agreement shall be in full force and effect from February 1, 2022, to and including January 31, 2027 and shall continue from year to year thereafter 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 January 31, 2027.

2. Where no such cancellation or termination notice 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 not more than ninety (90) days prior to January thirty-first (31st) 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.

PAINTERS DISTRICT COUNCIL #711

NEW JERSEY INDUSTRIAL PAINTERS

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**INDIVIDUAL EMPLOYER SIGNATURE PAGE**

**IUPAT District Council 711**

**Local 1331**

**&**

**New Jersey Industrial Painters Association, Inc.**

**February 1, 2022 THRU January 31, 2027**

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above mentioned.

I/We, the undersigned, an EMPLOYER in the BRIDGE, TANK and STRUCTURAL STEEL PAINTING INDUSTRY, have read the foregoing Agreement, and am/are familiar with its provisions, accept and agree to be bound by all its terms and conditions.

At the commencement of each contract or upon the beginning of each contract year, each Employer shall pay to the Joint Trade Board the sum of One Hundred Dollars (\$100.00).

Business Name

Business Address

Phone Number

Fax Number

email

Federal ID#

Workmen Compensation Insurance Co. and Policy

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

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

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Employer Signature

Print Employer Name and Title

For the Union-Business Manager/Secretary Treasurer or Designated Representative of District Council 711

The original completed signature page MUST BE MAILED to:

District Council 711  
9 Fadem Road  
Springfield, NJ 07081



## **ADDENDUM 1**

The union agrees to increase the frequency of Certified Applicator Specialist (CAS) Training until such time as the mandatory ratio of workers on the job sites with CAS Certifications is met.

PAINTERS DISTRICT COUNCIL #711

NEW JERSEY INDUSTRIAL PAINTERS  
ASSOCIATION, INC.

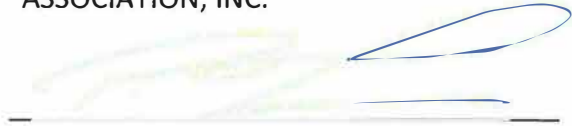


## **ADDENDUM 2**

All current Apprentices already working at the time of this agreement will continued to be paid at the appropriate percentage of the Journeyman Bridge Painter rate until the completion of their apprenticeship.

PAINTERS DISTRICT COUNCIL #711

NEW JERSEY INDUSTRIAL PAINTERS  
ASSOCIATION, INC.

A handwritten signature in blue ink, appearing to be a stylized 'P' or similar character, is written over a horizontal line.

### **ADDENDUM 3**

A Classification of Shop Worker is established at a reduced Journeyman's rate. The Shop worker function is to provide non field project related activities at the Employer's facilities within the annual period from December 1<sup>st</sup> to February 15<sup>th</sup>. Employers may utilize the Shop Worker classification for no greater than 4 Members, and a maximum of 400 hours per member. At the discretion of District Council #711 allowances for utilization beyond above dates, and member restrictions may be extended

PAINTERS DISTRICT COUNCIL #711

NEW JERSEY INDUSTRIAL PAINTERS  
ASSOCIATION, INC.

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