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Agreement

BETWEEN

DISTRICT COUNCIL NO. 711
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
STATE OF NEW JERSEY



AND

GARDEN STATE COUNCIL
PAINTING AND DECORATING CONTRACTORS
OF AMERICA
THE NEW JERSEY GLASS AND METAL CONTRACTORS
ASSOCIATION
THE DRYWALL AND INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION, INC. OF NJ



EFFECTIVE MAY 1, 2000 THRU APRIL 30, 2006

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AGREEMENT

This agree is between District Council No. 711, International Union of Painters and Allied Trades, hereinafter referred to as the "Union" and a coalition of the Garden State Council, Painting and Decorating Contractors of America (the "Council" hereinafter), the New Jersey Glass and Metal Contractors Association (the "Association" hereinafter) and the Drywall and Interior Systems Contractors Association, Inc. of NJ ("DISCA" hereinafter), hereinafter referred to as the "Coalition."

ARTICLE 1 RECOGNITION

1.1 The Coalition recognizes the Union as the exclusive bargaining agent for all employees doing work covered in the work jurisdiction defined in 2.2.

1.2 The Union recognizes the Coalition 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 the Coalition 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.

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

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

1.7 Any employer engaged in work outside the geographical jurisdiction of the Union shall:

- (A) Employ not less than 50% of the employed on such work from the residents of the area where they work is performed or from among the persons who are employed the greater percentage of their time in such area; any others shall be employed from the contractor's home area.
- (B) Comply with all lawful clauses of the collective bargaining agreement in effect in the other jurisdiction including, but not limited to, wages, hours of work, working conditions, fringe benefits, and procedure for settlement of grievances; provided, however, employees brought into an outside jurisdiction by employers shall be entitled to receive the wages, fringe benefits, and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees.

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 of 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 so 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 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.

1.10 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.

- (A) 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.

- 1.11 (A) It is stipulated and agreed that the below named officer is the authorized representative of the Union:
Patrick J. Brennan, Business Manager
- (B) It is stipulated and agreed that the below named officer is the authorized representative of the Coalition:
Clement V. Sommers, Chairman
- (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:

- (A) All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and airline strips; all sign, pictorial, coach, car, automobile, carriage aircraft, machinery, ship and railroad equipment, mural and scenic painting, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (B) All decorators, paperhangers, hard wood finishers, grainers, glaziers, architectural metal and glass workers, varnishers, enamellers, gilders and drywall finishers.
1. Paperhanger's work shall be all material of whatever kind of quality applied to walls or ceilings with paste or adhesive; all tacking on of muslin or other material which is used as wall or ceiling coverings or covered with material pasted on. Also includes the hanging of draperies, wall carpets and similar materials including associated clips, angles, hangers, etc.
 2. Whenever practical they shall have control over the scraping off of old paper, preparing of walls, etc. for paperhanging work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhangers' work exclusively.
- (C) All persons engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, chemical and epoxy coatings, water colors and emulsions clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coating and sheet rubber and other linings, oils, varnishers, water colors, wall paper, wall coverings, decorative textures on all surfaces, foams, seamless and tile-like coatings or other materials used in the various branches of the trade, and the cleaning and beaching of all interior, and exterior walls and surfaces with liquid steam, sandblast, waterblast or any other process.
- (D) Glaziers, Architectural Metal and Glass Workers: General Glazing will include, but not be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, curtainwall systems, louvers, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, doors, frames, stone wall cases; show cases, book cases, sideboards, partitions and fixtures; (2) the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, removal, alteration, retrofit or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall

systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above; (5) bevelers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations, belt machines, and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

(E) Paint makers:

All workers engaged in the mixing, testing, preparing, manufacturing and handling of lead, color, oil, lacquer, varnish and paint.

(F) Sign and Display:

1. Sign painters' work shall be the making of signs and servicing of same, designing, lettering and pictorial work of any kind and the preparing for the finishing of same, be it by hand, brush, roller, spray, or by any other method or process of any material used as a background.
2. They shall have control of all branches, methods and processes of screen process work; tube bending; and display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand or by any other method or process pertaining to same. Their jurisdiction shall include the application of scotchlite or other adhesive

materials of a reflective nature used in the sign field for advertising or decorative purposes.

All operations involving cutting, bending, trimming and adhesion of plastic or other transparent, translucent or any other material used as a sign face background, also porcelain, enamel or force dried object when used for identification or advertising purposes and control of all sign handling, erecting and other necessary operation, pertaining to the same; theatrical and lobby displays, also all sketched whether made by pencil, ink, paints or by coloring material be it on hand or by any other method process.

(G) Display Convention and Show Decorators:

This jurisdiction includes the installation and removal of all exhibits (floor to ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: trade shows and convention booth assembly and disassembly; installation, removal, disassembly, and recreating of all commercial exhibits.

The construction, preparation, erection, and maintenance of all signs, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays and pattern and sketch making, scale model making, the preparation training aids and mockups and application of plastic, scotchlite and similar reflective materials.

(H) Scenic Artists:

Scenic Artists' work shall consist of models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate the stage and motion picture settings, mural paintings, display creations and the art of makeup and all its various effects.

(I) Tools and Equipment:

The operation of all tools, equipment and machinery used by all trades coming under our Union's jurisdiction including brushes, rollers, spray painting equipment, miscellaneous hand and power driven tools including sandblasting equipment, ladders, scaffolding and other rigging, the operations and maintenance of all types of compressors and hi-reaches.

(J) The forgoing is not all-inclusive, and may be enlarged or otherwise changed by action of the General Executive Board in a manner not inconsistent with the express provisions of The Constitution of the Union and upon approval by the Coalition.

**ARTICLE 3
UNION SECURITY**

- 3.1 All present employees who are members of the Union of 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/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 or on the date of execution of this agreement, whichever is later.

**ARTICLE 4
ADMINISTRATIVE 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, 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 gross wages earned during said payroll period, and will accumulate said deductions to the end of the month.

**ARTICLE 5
EXCLUSIVE HIRING HALL**

The Union shall be the sole and exclusive source of referrals of applicants for employment as painters, tapers and glaziers.

The employer shall have the right to reject any applicant for employment.

The Union shall select and refer applicants for employment without dis-

crimination 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.

5.1 The Union shall establish and maintain an open and non-discriminatory referral system for the employment of journeymen and apprentice painters, tapers and glaziers.

5.2 The employer shall, upon requesting referral of job applicants, specify the following to the Union:

- (A) Number of persons required
- (B) Work or project location
- (C) Type of work
- (D) Individuals requested by name
- (E) Specialty involved
- (F) Any information to assist with proper referrals

5.3 The Union shall refer workers to the employer in the following manner and order:

- (A) *If available, specifically requested individuals previously employed by said employer may be recalled for a period of twelve (12) months from date of layoff.*
- (B) Those available whose names are entered on a seniority list, specialties included, posted and maintained by the Union.

5.4 The employer shall have entire freedom of selectivity in hiring and may reject, layoff or terminate any person referred to it by the Union.

- (A) In the event the Union is unable to furnish qualified persons for employment, the employer may procure them from any other source or sources.

5.5 The selection of applicants for referrals shall be on a non-discriminatory basis. Seniority shall be based upon the length of employment in the

trade of jurisdiction and in a particular area commencing on the first day of employment. After unemployment in the trade or jurisdiction for a one (1) year period, seniority shall commence upon the subsequent employment date.

5.6 An employee who quits a job, except for medical necessity, or if fired for cause and terminated, may not be recalled by any other employer and shall assume the position at the bottom of the referral list and, seniority notwithstanding, shall remain there so long as any other qualified applicant seeks referral. An employee who quits or is fired for cause and is terminated a second time during the length of the agreement shall no longer qualify for referral.

5.7 Employer requests for general foreman or foreman shall be honored without regard to the out of work list.

5.8 (A) 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 expense, must certify that he is clean in writing to the Union.

(B) All active employees must complete a minimum of ten (10) hours of safety training annually, after work hours. The Education and Training Fund shall maintain each persons status. Members will be issued a card certifying that they have completed training.

(C) Employees will be encouraged to upgrade their skills at training seminars, after work hours, set up by the education and Training Fund, in cooperation with the employers.

5.9 No provision of this agreement shall be based upon or in any way affected by Union membership, bylaws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies, or requirements. Membership or non-membership in the Union shall not be considered in placing the name of any qualified person on the seniority records of the Union and shall not in any way affect the seniority accorded anyone.

5.10 A notice incorporating the terms and conditions relating to the hiring system shall be conspicuously posted at the Union's office.

**ARTICLE 6
WAGES & SCHEDULES**

6.1 Classification of Painters/Tapers Work:

- (A) New Construction of all kinds, except as described in (c).
- (B) Repainting, paperhanging work and preparation therefore on jobs where no major alterations occur, and where there are not more than three (3) other Union trades other than painters and allied trades present on that job, but excluding bridges, stacks, elevated tanks, and generating stations.
- (C) Painting/Taping of residences and apartment buildings up to three (3) stories in height.

In the event of a dispute, the Joint Trade Board shall determine the classification of the specific project.

6.2 Spraying, sandblasting, pneumatic and powertool (over 115V), work on tanks, stacks, open structural steel, cables, swing scaffolds, and exterior work over three (3) stories; work above thirty (30) feet from pole trucks, scissor lifts or other lifting devices shall be at the listed wage rates.

6.3 Glaziers Installation (Rack) Schedule:

- (A) One (1) man for door lights and similar sizes up to 42" x 84".
Over this size shall be two (2) men.
- (B) This does not apply to steel or work sash of typical sizes and may be adjusted on prevailing rate projects.
- (C) On all plate glass:

Glass up to 170 united inches	Two	Men
Glass from 171 united inches to 191 united inches	Three	Men
Glass from 191 united inches to 221 united inches	Four	Men
Glass from 221 united inches to 240 united inches	Five	Men
Glass from 240 united inches to 250 united inches	Six	Men
Glass from 250 united inches to 260 united inches	Seven	Men
Glass from 260 united inches to 272 united inches	Eight	Men
Glass from 272 united inches to 284 united inches	Nine	Men
Glass from 284 united inches to 290 united inches	Ten	Men
Glass from 290 united inches to 305 united inches	Eleven	Men
Glass from 305 united inches to 312 united inches	Twelve	Men

- (D) Rack schedule to be used as a guide for safety reasons. Job conditions and special circumstances shall be considered.
- (E) On 3/8 inch plate glass twenty five percent (25%) more men shall be used. On 1/2 inch plate glass fifty percent (50%) more men shall be used. On 3/4 inch plate glass one hundred percent (100%) more men shall be used. On larger glass, abnormal settings, etc. additional men shall be used for safety purposes. Special circumstances will be considered.
- (F) On insulating units, the total glass thickness shall determine the number of men by the above rack schedule. At least fifty percent (50%) more men shall be used on insulating units.

6.4 Painters, Glaziers & Tapers wage rates are as indicated on the following charts:

PAINTERS

Wage for work classification A, as described: All New Construction except as described in 5.1 C

Effective From	J	F	GF	Jsp	Fsp	GFsp	H & W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$28.50	\$31.35	\$32.75	\$31.00	\$33.85	\$35.70	14	\$3.00	1	12	0.05	0.05	0.03	0.07
05/01/01	\$29.20	\$32.15	\$33.60	\$31.95	\$35.40	\$36.95	14	\$3.30	1	12	0.05	0.05	0.03	0.07
05/01/02	\$29.90	\$32.90	\$34.40	\$32.80	\$36.20	\$37.85	14	\$3.60	1	12	0.05	0.05	0.03	0.07
05/01/03	\$30.60	\$33.65	\$35.20	\$33.65	\$37.05	\$38.75	14	\$3.90	1	12	0.05	0.05	0.03	0.07
05/01/04	\$31.30	\$34.45	\$36.00	\$34.45	\$37.90	\$39.65	14	\$4.20	1	12	0.05	0.05	0.03	0.07
05/01/05	\$32.05	\$35.25	\$36.85	\$35.25	\$38.80	\$40.55	14	\$4.50	1	12	0.05	0.05	0.03	0.07

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Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman Jsp-Journeyman Spray Fsp-Foreman Spray
 H&W-Health & Welfare App.-Apprentice LMCF-Labor Management Contributions Fund N-App-National Apprentice
 Fund IAF-Industry Advancement Fund PAC-Political Action Committee

Painters repaint

Wage for work classification B, as described: Repainting, paperhanging work and preparation therefore on jobs where no major alteration occur, and not more than three (3) other than painters and allied trades are present on the job site, but excluding bridges, stacks, elevated tanks, and generating stations.

Effective From	J	F	GF	Jsp	Fsp	GFsp	H & W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$22.00	\$24.20	\$25.30	\$24.20	\$26.80	\$27.80	14	\$3.00	1	12	0.05	0.05	0.03	0.07
05/01/01	\$22.50	\$24.75	\$25.85	\$24.75	\$27.20	\$28.45	14	\$3.30	1	12	0.05	0.05	0.03	0.07

continued

Effective From	J	F	GF	Jsp	Fsp	GFsp	H & W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/02	\$23.00	\$25.85	\$26.45	\$25.30	\$27.85	\$29.10	14	\$3.60	1	12	0.05	0.05	0.03	0.07
05/01/03	\$23.50	\$24.75	\$27.05	\$25.85	\$28.45	\$29.75	14	\$3.90	1	12	0.05	0.05	0.03	0.07
05/01/04	\$24.00	\$27.20	\$27.60	\$26.40	\$29.05	\$30.40	14	\$4.20	1	12	0.05	0.05	0.03	0.07
05/01/05	\$24.55	\$28.45	\$28.25	\$27.00	\$29.70	\$31.05	14	\$4.50	1	12	0.05	0.05	0.03	0.07

Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman Jsp-Journeyman Spray Fsp-Foreman Spray
H&W-Health & Welfare App.-Apprentice LMCF-Labor Management Contributions Fund N-App-National Apprentice
Fund IAF-Industry Advancement Fund PAC-Political Action Committee

Painters C-Rate

Wage for work classification B, as described: New Residences and apartment building up to three (3) stories in height.

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Effective From	J	F	GF	Jsp	Fsp	GFsp	H & W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$18.00	\$19.80	\$20.70	\$19.60	\$21.50	\$22.55	14	\$3.00	1	12	0.05	0.05	0.03	0.07
05/01/01	\$18.60	\$20.45	\$21.40	\$20.45	\$22.45	\$23.45	14	\$3.30	1	12	0.05	0.05	0.03	0.07
05/01/02	\$19.20	\$21.15	\$22.10	\$21.15	\$23.25	\$24.30	14	\$3.60	1	12	0.05	0.05	0.03	0.07
05/01/03	\$19.50	\$21.75	\$22.80	\$21.75	\$23.85	\$25.05	14	\$3.90	1	12	0.05	0.05	0.03	0.07
05/01/04	\$20.40	\$22.45	\$23.50	\$22.45	\$24.70	\$25.80	14	\$4.20	1	12	0.05	0.05	0.03	0.07
05/01/05	\$21.45	\$23.60	\$24.70	\$23.60	\$25.95	\$27.15	14	\$4.50	1	12	0.05	0.05	0.03	0.07

Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman Jsp-Journeyman Spray Fsp-Foreman Spray
H&W-Health & Welfare App.-Apprentice LMCF-Labor Management Contributions Fund N-App-National Apprentice
Fund IAF-Industry Advancement Fund PAC-Political Action Committee

TAPERS

Wage for work classification A, as described: All New Construction except as described in 5.1 C

Effective From	J	F	GF	H&W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$28.50	\$31.35	\$32.75	14	\$3.00	1	11	0.05	0.05	0.15	0.07
05/01/01	\$29.20	\$32.15	\$33.60	14	\$3.30	1	12	0.05	0.05	0.15	0.07
05/01/02	\$29.90	\$32.90	\$34.40	14	\$3.60	1	12	0.05	0.05	0.15	0.07
05/01/03	\$30.60	\$33.65	\$35.20	14	\$3.90	1	12	0.05	0.05	0.15	0.07
05/01/04	\$31.30	\$34.45	\$36.00	14	\$4.20	1	12	0.05	0.05	0.15	0.07
05/01/05	\$32.05	\$35.25	\$36.85	14	\$4.50	1	12	0.05	0.05	0.15	0.07

Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman

H&W-Health & Welfare App.-Apprentice LMCF-Labor Management Contributions Fund N-App-National Apprentice

Fund IAF-Industry Advancement Fund PAC-Political Action Committee

Tapers

Wage for work classification B, as described: Taping and preparation on jobs where no major alteration occur, and not more than three (3) other than painters and allied trades are present on the job site, but excluding generating stations.

Effective From	J	F	GF	H&W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$22.00	\$24.20	\$25.30	14	\$3.00	1	11	0.05	0.05	0.15	0.07
05/01/01	\$22.50	\$24.75	\$25.85	14	\$3.30	1	12	0.05	0.05	0.15	0.07
05/01/02	\$23.00	\$25.30	\$26.45	14	\$3.60	1	12	0.05	0.05	0.15	0.07
05/01/03	\$23.50	\$25.85	\$27.05	14	\$3.90	1	12	0.05	0.05	0.15	0.07
05/01/04	\$24.00	\$26.40	\$27.60	14	\$4.20	1	12	0.05	0.05	0.15	0.07
05/01/05	\$24.55	\$27.00	\$28.25	14	\$4.50	1	12	0.05	0.05	0.15	0.07

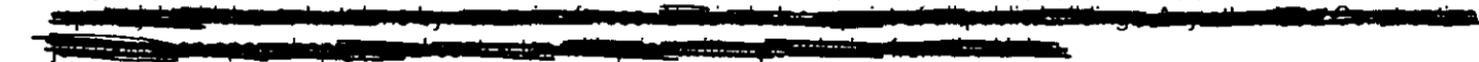
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Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman
 H&W-Health & Welfare App.-Apprentice LCMF-Labor Management Contributions Fund N-App-National Apprentice
 Fund IAF-Industry Advancement Fund PAC-Political Action Committee

Taper C-Rate

Wage for work classification B, as described: New Residences and apartment building up to three (3) stories in height.



Effective From	J	F	GF	H&W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$18.00	\$19.80	\$25.30	14	\$2.50	1	12	0.05	0.05	0.15	0.07
05/01/01	\$18.60	\$20.45	\$25.85	14	\$2.50	1	12	0.05	0.05	0.15	0.07
05/01/02	\$19.20	\$21.15	\$26.45	14	\$2.50	1	12	0.05	0.05	0.15	0.07
05/01/03	\$20.40	\$22.45	\$27.60	14	\$2.50	1	12	0.05	0.05	0.15	0.07
05/01/04	\$20.40	\$22.45	\$27.60	14	\$2.50	1	12	0.05	0.05	0.15	0.07
05/01/05	\$21.45	\$23.60	\$28.25	14	\$2.50	1	12	0.05	0.05	0.15	0.07

Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman
 H&W-Health & Welfare App.-Apprentice LCMF-Labor Management Contributions Fund N-App-National Apprentice
 Fund IAF-Industry Advancement Fund PAC-Political Action Committee

GLAZIER

Wage for work classification A, as described: All New Construction except as described in 5.1 C

Effective				H&W	Pension	App.	Annuity	LMCF	N-App	IAF	PAC
From	J	F	GF	%	\$	%	%	\$	\$	\$	\$
05/01/00	\$28.50	\$30.00	—	14	\$3.00	1	12	0.05	0.05	0.15	0.07
05/01/01	\$29.20	\$30.70	—	14	\$3.30	1	12	0.05	0.05	0.15	0.07
05/01/02	\$29.90	\$31.40	—	14	\$3.60	1	12	0.05	0.05	0.15	0.07
05/01/03	\$30.60	\$32.10	—	14	\$3.90	1	12	0.05	0.05	0.15	0.07
05/01/04	\$31.30	\$33.05	\$34.05	14	\$4.20	1	12	0.05	0.05	0.15	0.07
05/01/05	\$32.05	\$34.05	\$35.05	14	\$4.50	1	12	0.05	0.05	0.15	0.07

Abbreviations:

J-Journeyman Painter F-Foreman Painter GF-General Foreman

H&W-Health & Welfare App.-Apprentice LMCF-Labor Management Contributions Fund N-App-National Apprentice
Fund IAF-Industry Advancement Fund PAC-Political Action Committee

INDUSTRIAL WORKERS

Effective	H & W	Pension	App.	LMCF	N-App	IAF	PAC	
From	Wage	%	\$	%	\$	\$	\$	
05/01/00	\$10.20	20	\$1.00	1	0.05	0.05	0.15	0.07
05/01/01	\$10.60	20	\$1.00	1	0.05	0.05	0.15	0.07
05/01/02	\$11.00	20	\$1.00	1	0.05	0.05	0.15	0.07
05/01/03	\$11.40	20	\$1.00	1	0.05	0.05	0.15	0.07
05/01/04	\$11.80	20	\$1.00	1	0.05	0.05	0.15	0.07
05/01/05	\$12.20	20	\$1.25	1	0.05	0.05	0.15	0.07

Abbreviations:

H&W-Health & Welfare App.-Apprentice LMCF-Labor Management Contributions Fund N-App-National Apprentice
Fund IAF-Industry Advancement Fund PAC-Political Action Committee

GRANDFATHERED FABRICATORS/SERVICE MECH

Effective From	H & W Wage	H & W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$18.50	20	\$3.00	1	5	0.05	0.05	0.15	0.07
05/01/01	\$19.00	20	\$3.00	1	6	0.05	0.05	0.15	0.07
05/01/02	\$19.50	20	\$3.00	1	7	0.05	0.05	0.15	0.07
05/01/03	\$20.00	20	\$3.00	1	8	0.05	0.05	0.15	0.07
05/01/04	\$20.50	20	\$3.00	1	8	0.05	0.05	0.15	0.07
05/01/05	\$21.00	20	\$3.00	1	8	0.05	0.05	0.15	0.07

Abbreviations:

H&W-Health & Welfare Fund App.-Apprentice Fund LMCF-Labor Management Contributions Fund N-App-National Apprentice Fund IAF-Industry Advancement Fund PAC-Political Action Committee

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Fabricators/Service Mech

Effective From	H & W Wage	H & W %	Pension \$	App. %	Annuity %	LMCF \$	N-App \$	IAF \$	PAC \$
05/01/00	\$13.75	25	\$1.50	1	5	0.05	0.05	0.15	0.07
05/01/01	\$14.25	25	\$1.50	1	5	0.05	0.05	0.15	0.07
05/01/02	\$14.75	25	\$1.50	1	5	0.05	0.05	0.15	0.07
05/01/03	\$15.25	25	\$1.50	1	5	0.05	0.05	0.15	0.07
05/01/04	\$15.75	25	\$1.50	1	5	0.05	0.05	0.15	0.07
05/01/05	\$16.25	25	\$1.50	1	5	0.05	0.05	0.15	0.07

Abbreviations:

H&W-Health & Welfare Fund App.-Apprentice Fund LMCF-Labor Management Contributions Fund N-App-National Apprentice Fund IAF-Industry Advancement Fund PAC-Political Action Committee

Painter	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04	5/1/05
Journeyman	\$28.50	\$29.20	\$29.90	\$30.60	\$31.30	\$32.05
Foreman	\$31.35	\$32.15	\$32.90	\$33.65	\$34.45	\$35.25
General Foreman	\$32.75	\$33.60	\$34.40	\$35.20	\$36.00	\$36.85
Spray, Stack, Tank, Swing	\$31.00	\$31.95	\$32.90	\$33.65	\$34.45	\$35.25
Foreman Spray, Tank Swing, Stack	\$33.85	\$35.40	\$36.20	\$37.15	\$37.90	\$38.00
Gen. Foreman Spray, Tank Swing, Stack	\$35.70	\$36.95	\$37.85	\$38.75	\$39.65	\$40.55
Annuity	12% Gross (\$3.42)	12% Gross (\$3.51)	12% Gross (\$3.60)	12% Gross (\$3.69)	12% Gross (\$3.78)	12% Gross (\$3.87)
Health & Welfare	14% Gross (#3.99)	14% Gross (\$4.095)	14% Gross (\$4.20)	14% Gross (\$4.305)	14% Gross (\$4.41)	14% Gross (\$4.515)
Education And Training	1% Gross (.285)	1% Gross (.29)	1% Gross (.30)	1% Gross (.31)	1% Gross (.315)	1% Gross (.32)
Pension	\$3.00	\$3.30	\$3.60	\$3.90	\$4.20	\$4.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$39.30	\$40.48	\$41.675	\$42.86	\$44.055	\$45.308

Painter Repaint	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04	5/1/05
Journeyman	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00	\$24.55
Foreman	\$24.20	\$24.75	\$25.30	\$25.85	\$26.40	\$27.00
General Foreman	\$25.30	\$25.85	\$26.45	\$27.05	\$27.60	\$28.25
Spray Swing	\$24.20	\$24.75	\$25.30	\$25.85	\$26.40	\$27.00
Foreman Spray, Swing	\$26.80	\$27.20	\$27.85	\$28.45	\$29.05	\$29.70
Gen. Foreman Spray, Swing	\$27.80	\$28.45	\$29.10	\$29.75	\$30.40	\$31.05
Annuity	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross
Health & Welfare	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross
Education And Training	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross
Pension	\$3.00	\$3.30	\$3.60	\$3.90	\$4.20	\$4.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$31.04	\$31.975	\$32.91	\$33.845	\$34.78	\$35.779

C-Rate Painter	5/01/00	5/01/01	5/01/02	5/01/03	5/01/04	5/01/05
Journeyman	\$18.00	\$18.60	\$19.20	\$19.80	\$20.40	\$21.45
Foreman	\$19.80	\$20.45	\$21.15	\$21.75	\$22.45	\$23.60
General Foreman	\$20.70	\$21.40	\$22.10	\$22.80	\$23.50	\$24.70
Spray	\$19.60	\$20.45	\$21.15	\$21.75	\$22.45	\$23.60
Foreman Spray	\$21.50	\$22.45	\$23.25	\$23.85	\$24.70	\$25.95
General Foreman Spray	\$22.55	\$23.45	\$24.30	\$25.05	\$25.80	\$27.15
Annuity	12%	12%	12%	12%	12%	12%
Health & Welfare	14%	14%	14%	14%	14%	14%
Education & Training	1%	1%	1%	1%	1%	1%
Pension	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$25.46	\$26.22	\$26.98	\$27.746	\$28.508	\$29.84

	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04	5/1/05
Taper						
Journeyman	\$28.50	\$29.20	\$29.90	\$30.60	\$31.30	\$32.05
Foreman	\$31.35	\$32.15	\$32.90	\$33.65	\$34.45	\$35.25
General Foreman	\$32.75	\$33.60	\$34.40	\$35.20	\$36.00	\$36.85
Annuity	14% Gross	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross
Health & Welfare	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross
Education & Training	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross
Pension	\$3.00	\$3.30	\$3.60	\$3.90	\$4.20	\$4.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$39.86	\$40.48	\$41.67	\$42.86	\$44.05	\$45.30

Taper B-Rate	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04	5/1/05
Journeyman	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00	\$24.55
Foreman	\$24.20	\$24.75	\$25.30	\$25.85	\$26.40	\$27.00
General Foreman	\$25.30	\$25.85	\$26.45	\$27.05	\$27.60	\$28.25
Annuity	14% Gross	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross
Health & Welfare	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross
Education & Training	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross
Pension	\$3.00	\$3.30	\$3.60	\$3.90	\$4.20	\$4.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$31.48	\$31.975	\$32.91	\$22.84	\$34.78	\$35.779

Taper C-Rate	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04	5/1/05
Journeyman	\$18.00	\$18.60	\$19.20	\$19.80	\$20.40	\$21.45
Foreman	\$19.80	\$20.45	\$21.15	\$21.75	\$22.45	\$23.60
General Foreman	\$20.70	\$21.40	\$22.10	\$22.80	\$23.50	\$24.70
Annuity	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross
Health & Welfare	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross
Education & Training	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross
Pension	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$25.46	\$26.22	\$26.98	\$27.746	\$28.508	\$29.84

Glazier	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04	5/1/05
Journeyman	\$28.50	\$29.20	\$29.90	\$30.60	\$31.30	\$32.05
Foreman	30.00 30.00	30.70 30.70	31.40 31.40	32.10 32.10	32.80 32.05	33.50 34.05
General Foreman	33.00	33.70	34.40	35.10	35.80 34.05	36.50 35.05
Annuity	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross	12% Gross
Health & Welfare	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross	14% Gross
Education & Training	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross	1% Gross
Pension	\$3.00	\$3.30	\$3.60	\$3.90	\$4.20	\$4.50
L.M.C.F.	.05	.05	.05	.05	.05	.05
National Apprentice	.05	.05	.05	.05	.05	.05
Package	\$39.30	\$40.48	\$41.67	\$42.86	\$44.05	\$45.30

Fabricators/Service Mech. Grandfathered									
Effective	Wages	H & W	PEN.	ANN.	L.M.C.F.	N-APP.	E & T	I.A.F.	PKG.
5/1/00	\$18.50	20%	\$3.00	5%	.05	.05	1%	.15	\$26.46
5/1/01	\$18.95	20%	\$3.00	6%	.05	.05	1%	.15	\$27.316
5/1/02	\$19.40	20%	\$3.00	7%	.05	.05	1%	.15	\$28.08
5/1/03	\$19.85	20%	\$3.00	8%	.05	.05	1%	.15	\$28.856
5/1/04	\$20.30	20%	\$3.00	8%	.05	.05	1%	.15	\$29.437
5/1/05	\$20.80	20%	\$3.00	8%	.05	.05	1%	.15	\$30.08
Fabricators/Serv. Mech. (New) Effective									
5/1/00	\$13.75	25%	\$1.50	5%	.05	.05	1%	.15	\$19.76
5/1/01	\$14.20	25%	\$1.50	5%	.05	.05	1%	.15	\$20.35
5/1/02	\$14.65	25%	\$1.50	5%	.05	.05	1%	.15	\$20.94
5/1/03	\$15.10	25%	\$1.50	5%	.05	.05	1%	.15	\$21.53
5/1/04	\$15.55	25%	\$1.50	5%	.05	.05	1%	.15	\$22.12
5/1/05	\$16.05	25%	\$1.50	5%	.05	.05	1%	.15	\$22.775
Wage and Benefit Schedule for Work Classification C Industrial Workers Effective									
5/1/00	\$10.20	20%	\$1.00	—	.05	.05	1%	.15	\$13.59
5/1/01	\$10.55	20%	\$1.00	—	.05	.05	1%	.15	\$14.015
5/1/02	\$10.90	20%	\$1.00	—	.05	.05	1%	.15	\$14.439
5/1/03	\$11.25	20%	\$1.00	—	.05	.05	1%	.15	\$14.86
5/1/04	\$11.60	20%	\$1.00	—	.05	.05	1%	.15	\$15.286
5/1/05	\$12.00	20%	\$1.25	—	.05	.05	1%	.15	\$16.02

6.5 (A) Apprentice rates shall be the following percentages of the base rate:

First	4 Months.....	30%
	5 to 8 Months.....	40%
	9 to 12 Months.....	50%
	13 to 16 Months.....	60%
	17 to 20 Months.....	70%
	21 to 24 Months.....	75%
	25 to 28 Months.....	80%
	29 to 32 Months.....	85%
	33 to 36 Months.....	90%

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

(C) Fringe benefits shall be a percentage (%) of the base wage listed in 6.4 as follows:

Year	H & W	Pension	Annuity
First	13%		
Second	14%	.50 hr.	4%
Third	14%	1.00 hr.	8%

6.6 Effective May 1, 2000 the employer shall deduct \$1.00 per hour from the pay of all Painters and Tapers; the deduction shall be \$0.50 per hour from Glaziers pay. Effective May 1, 2001 the deduction shall also be \$1.00 per hour from Glaziers pay. The deductions shall be paid into the Vacation Fund of District Council 711.

6.7 On jobs of four (4) or more employees, one person shall be designated as foreman. A general foreman shall be designated on jobs of fifteen (15) or more employees.

6.8 All employees shall be paid weekly at least 30 minutes prior to 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.

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

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

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

ARTICLE 7 HOURS & OVERTIME

7.1 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 Union and employer shall agree upon a starting time other than 8:00 am.

- 7.2 (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 Sundays and holidays shall be at the double time rate, except as in 7.2(c).
- (C) For classifications 6.1(B) and 6.1(C) 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.

7.3 Employees shall be allowed five (5) minutes before lunch and ten (10) minutes before quitting time to wash and clean up; spray painters and sandblasters shall be allowed thirty (30) minutes at quitting time.

- (A) Employees shall receive an unpaid thirty (30) minute meal break after ten (10) hours of work.
- (B) Employees shall receive a ten (10) minute break during the first half of the work day.

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

7.5 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 employer shall pay such employee two (2) hours pay.

- (A) Employers may require that employees remain on the job or

in the shop for the periods indicated above for which they are paid.

- (B) In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid to the next full hour.

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

7.7 The following are recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, General Election Day - afternoon (a full 8 hour day at regular wage rates is permitted prior to noon), Veterans Day, Thanksgiving Day, and Christmas Day.

7.8 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.

7.9 (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 7.9A, 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.

ARTICLE 8 CONTRACTUAL RELATIONS & OBLIGATIONS

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

8.2 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 shall be immediately so notified in writing. Without such protection, 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.

8.3 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 employer's 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.

8.4 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.

8.5 Except as qualified in 8.5(A), on or before the 15th of each month, the employer shall remit to the Union or its administrator the entire amounts deducted from wages, as required by this agreement and owing as well as all contributions required by this agreement as to each employee for the previous month.

- (A) 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 procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

8.6 The Union agrees that journeymen will not be referred to a builder unless extenuating circumstances justifies the referral and the coalition is consulted prior to providing any employees.

8.7 In the event that a builder or general contractor owes monies for work performed on a job to a contractor who is signatory to an agreement with the 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 9 WORKING CONDITIONS

9.1 The use of spray equipment is allowed to paint acoustical surfaces, ceiling grid, furniture, bar-joists, structural steel, corrugated ceiling and walls (including pipes, ducts, conduit, hangers, steel, etc. adjacent thereto), wood walls and ceilings, where exposed joists are thirty (30) inches or less on centers, fin type radiation, floors, louvers and gratings, block filler with backrolling; metal pan stairs and spindle railings, plastics and multi-color materials, lacquers and any other material deemed not brushable, and any and all work at housing projects. In the event a second employee is necessary in a spray painting operation, he shall also receive the spray rate provided he works in the immediate work area at all times the equipment is in use. He shall also relieve and otherwise assist the other person.

- (A) The Joint Board shall study other processes, materials and surfaces and shall determine those which shall be added to those mentioned herein.
- (B) The Business Manager shall be notified when spraying is contemplated.

9.2 The unrestricted use of tools of the painting trade is permitted on work classified in 6.1A (prevailing wage jobs); 6.1B; and 6.1C.

9.3 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 or any material or work conditions shall constitute a hazard to health or physical safety, the Employer shall not permit his employees to

use such tools, equipment or materials or to work under such conditions. Employees refusing to work with such tools, equipment or materials or under such working conditions shall not be discriminated against by the Employer. Any disagreement arising hereunder shall be submitted to the Joint Trade Board as provided by this Agreement. No Employee shall be discriminated against for his refusal to work with or use stilts, or machine type tools for which has 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 District Council 711 JATC Fund to the 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.

9.4 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 10 FRINGE BENEFIT FUNDS

10.1 The Employers and the Union have established an Education and Training Fund to be known as the District Council 711 Education and Training Fund. Effective May 1, 2000, each employer shall contribute to the Apprenticeship and Training fund the amounts indicated in 6.4.

10.2 The Agreement between the Employer(s) and Union parties to this Agreement regarding payments to the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund is as follows:

(A) Commencing with the first day of May, 2000, and for the duration of this Agreement and any renewals or extensions thereof, the Employer, as defined in the Agreement and Declaration of Trust executed by and between the International Union of Painters and Allied Trades and employer associations in the industry, agrees to make payments to the National Apprentice Fund for each employee covered by this Agreement, as follows:

(B) For each hour, or portion thereof, for which an employee receives pay, the employer shall make a contribution in the amount indicated in 6.4 to the above named Apprenticeship Fund.

- (C) For the purpose of this Article, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee shall be counted as wages for which contributions are payable.
- (D) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeymen, and probationary employees.
- (E) The payments to the Training Fund required above shall be made to the National Training Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

10.3 International Union of Painters and Allied Trades Union and Industry Pension Fund.

The only agreement between the employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

1. (A) Commencing with the first day of May, 2000, and for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
 - (B) For each hour or portion thereof for which an employee receives pay, the employer shall make a contribution of in the amount indicated in the 6.4 charts to the above named pension fund; allocations to the IUPAT Union and Industry Pension Plan and to the IUPAT Union and Industry Annuity Plan shall be as indicated in said charts.
 - (C) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (D) Contributions shall be paid on behalf of any employee starting

with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.

(E) The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors. The employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreement Declaration of Trust, as amended from time to time.

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 judgement from it in connection with any work related disease, sickness, death, injury, or accident.

10.4 Health and Welfare Fund - By Agreement and Declaration of trust dated June 1, 1990, the Association and Union Established the Painters District Council 711 Health and Welfare Fund.

(A) Employer contributions shall be in the amounts indicated in 6.4 charts.

ARTICLE 11 COOPERATION AND ADVANCEMENT FUNDS

11.1 Labor Management Cooperation Funds:

1. Commencing as of the effective date of this Agreement, and for the duration of this Agreement, and any renewals or extensions thereof, the employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperation Fund for each employee covered by this Agreement, as follows:

(A) For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount indicated in 6.4 to the Fund.

- (B) For the purpose to this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (C) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and probationary employees.
 - (D) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust as amended from time to time, establishing the Fund.
2. The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
 3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

11.2 Industry Advancement Fund:

1. Effective May 1, 2000 each employer shall make a contribution of three cents (\$.03) per hour per painter, fifteen cents (\$.15) per hour per taper, and fifteen cents (\$.15) per hour per glazier for each hour worked by each employee to the "Industry Advancement Fund" heretofore established and administered by Trustees appointed by each of the three (3) members of the Coalition solely for the advancement, and improvement of the trade and the payment of expenses in carrying out such programs and responsibilities.

ARTICLE 12 POLITICAL ACTION FUND

12.1 Employers signatory to this agreement shall deduct from the wages of each Union Employee, the voluntary sum of seven cents (\$.07) for each hour worked as a non-deductible political contribution to the DC

#711 Political Action Committee (PAC).

12.2 The obligation of the employer shall apply only as to those employees who have voluntarily signed a valid deduction authorization card.

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

**ARTICLE 13
SAFETY**

13.1 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 employee, 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, materials 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.

13.2 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 14
UNION REPRESENTATIVES & SHOP STEWARDS**

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

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

14.3 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 general foreman and 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 15 SUBCONTRACTING

15.1 Subcontracting shall not be permitted except to signatory contractors whose employees receive comparable wages, hours of work and working conditions as hereunder.

- (A) Unemployed Union Painters may take work on a contract basis not to exceed one thousand dollars (\$1,000.00). The member must notify the Union before starting the job and the Union shall advise the Association of the job. If there is no objection based upon the fact that an Association member bid the job, the Union member may commence the work. A Union member in violation shall be brought before the Joint Trade Board and, if found guilty, shall be fined one thousand dollars (\$1,000.00) for the first offense; two thousand dollars (\$2,000.00) for the second offense; and expelled from the Union for the third offense.

ARTICLE 16 PRESERVATION OF WORK CLAUSE

16.1 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) man-

agement, 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 as a dispute and shall be 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 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 Trust Funds to which this Agreement requires contributions, and delinquent contributions that resulted from the violations. The Union shall enforce a decision of the Joint Trade Board under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

16.3 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 costs 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 the Joint Trust Funds.

ARTICLE 17 JOINT TRADE BOARD

17.1 The parties shall establish and maintain a Joint Board composed of fourteen (14) members, seven (7) representing the Union (including the business manager) and seven (7) representing the Association (including the chairman).

- (A) The Union and Coalition members shall include representatives of the following trades and industries: five (5) painters, one (1) taper and one (1) glazier.

- (B) Ten (10) members, five (5) representing each party, shall constitute a quorum. Decisions shall be made by majority vote provided that the Union representatives and Association 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.

17.2 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.

17.3 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 changes 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.

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

17.5 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 affected 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.

17.6 The remedies and sanctions specified in this section are in addi-

tion to other remedies and sanctions that may be permitted by other provisions of this agreement or by law.

17.7 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 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 the 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.

17.8 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.

17.9 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 Board the sum of Fifty Dollars (\$50.00).

- (A) All funds shall be used as 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 18 SUCCESSOR CLAUSE

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, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and cooperation shall continue to be subject to the terms and conditions 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 of said notice forwarded to the Union, at the time the seller, transferor, or lessor 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 (including partners thereof) 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 to obligations of this Agreement. Retail establishments are exempt herefrom.

ARTICLE 19 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 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 mutually satisfactory replacement within sixty (60) days after 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 20 DURATION CLAUSE

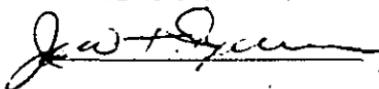
20.1 . Previously negotiated existing agreement shall remain in full force and effect until and including April 30, 2000. Thereafter said Agreement shall be null and void.

20.2 This Agreement shall be in full force and effect until and including April 30, 2006, 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 April 30th, of any subsequent contract year.

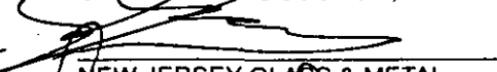
20.3 Where no such cancellation of termination is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to April 30, 2006 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 16th day of November, 1999, to be effective as of 11/16/99, except as to those provisions where it has been otherwise agreed between the parties.

PAINTERS D.C. #711, IUPAT



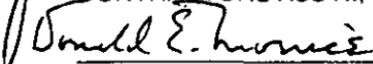
GARDEN STATE COUNCIL, PDCA



NEW JERSEY GLASS & METAL
CONTRACTOR ASSOCIATION



DRYWALL AND INTERIOR SYSTEMS
CONTRACTORS ASS'N., INC. OF NJ



Donald E. Thomas
EXECUTIVE DIRECTOR