



INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC

DISTRICT COUNCIL 711

Main Office
 2116 Ocean Heights Avenue
 Egg Harbor Township, NJ 08234
 Phone: (609) 653-4433
 Fax: (609) 653-0795

ONE VOICE

Representing:

- Painters
 - Commerical
 - Industrial
 - Bridge
- Wallcovers
- Drywall Finishers
- Glaziers
- Architectural Metal & Glass Workers
- Sign & Display Workers and Trade Show Decorators
- Paint Makers

ONE AGENDA

Affiliated with the
 State of NJ Building
 and Construction Trades
 Council and NJ State
 AFL-CIO



GLAZIERS

RATES EFFECTIVE 5/1/08-4/30/09

	Journeyman	Foreman	Gen. Foreman
Wages	\$ 36.50 per hour	\$ 40.13 per hour	\$ 42.44 per hour
Health & Welfare	\$ 7.25 per hour	\$ 7.25 per hour	\$ 7.25 per hour
IU Pension	\$ 4.00 per hour	\$ 4.00 per hour	\$ 4.00 per hour
IU Annuity 12% =	\$ 4.38 per hour	\$ 4.81 per hour	\$ 5.09 per hour
DC FTI	\$.65 per hour	\$.65 per hour	\$.65 per hour
LMCI	\$.05 per hour	\$.05 per hour	\$.05 per hour
N-FTI	\$.05 per hour	\$.05 per hour	\$.05 per hour
STARS	\$.05 per hour	\$.05 per hour	\$.05 per hour
IAF	\$.15 per hour	\$.15 per hour	\$.15 per hour
Total Package =	\$ 53.08 per hour	\$ 57.14 per hour	\$ 59.73 per hour

Deductions from Wages

Administration Dues Check-off	5% of Total Gross Wages
PAC Fund	\$.10 per hour
Vacation Fund	\$1.00 per hour

w/memo of 7/23/08

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INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC

FINISHING TRADES INSTITUTE OF NEW JERSEY

Glazier Apprentices Rates & Benefits

Administrative Office
 9B Fadem Road
 Springfield, NJ 07081
 Phone: (973) 258-1607
 Fax: (973) 258-1609

ONE VOICE

Training in the Industries of:

- Painting
 - Commercial
 - Industrial
 - Bridge
- Wallcovering
- Drywall Finishing
- Glazing/
Architectural Metal & Glass
- Sign & Display and
Trade Show Decorating

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1 st Year Apprentices Rates 5/1/08-4/30/09	30%	40%	50%
Wages	\$11.10	\$14.77	\$18.43
Health % Welfare (13%) ☞	\$4.73	\$4.73	\$4.73
IU Annuity	\$0.00 ~	\$0.00 ~	\$0.00 ~
DC FTI	\$0.65	\$0.65	\$0.65
IU Pension	\$0.00 ~	\$0.00 ~	\$0.00 ~
LMCI	\$0.05 ~	\$0.05 ~	\$0.05 ~
N-FTI	\$0.05 ~	\$0.05 ~	\$0.05 ~
STARS	\$0.05	\$0.05	\$0.05
IAF	\$0.15 ~	\$0.15 ~	\$0.15 ~
Total Package	\$16.78 ~	\$20.45 ~	\$24.11 ~

2 nd Year Apprentices Rates 5/1/08-4/30/09	60%	70%	75%
Wages	\$22.11	\$25.78	\$27.61
Health % Welfare (14%) ☞	\$5.10	\$5.10	\$5.10
IU Annuity (4%) ~	\$1.46	\$1.46	\$1.46
DC FTI	\$0.65	\$0.65	\$0.65
IU Pension	\$0.50 ~	\$0.50 ~	\$0.50 ~
LMCI	\$0.05 ~	\$0.05 ~	\$0.05 ~
N-FTI	\$0.05 ~	\$0.05 ~	\$0.05 ~
STARS	\$0.05	\$0.05	\$0.05
IAF	\$0.15 ~	\$0.15 ~	\$0.15 ~
Total Package	\$30.12 ~	\$33.79 ~	\$35.62 ~

3 rd Year Apprentices Rates 5/1/08-4/30/09	80%	85%	90%
Wages	\$29.46	\$31.30	\$33.13
Health % Welfare (14%) ☞	\$5.10	\$5.10	\$5.10
IU Annuity (8%) ~	\$2.91	\$2.91	\$2.91
DC FTI	\$0.65	\$0.65	\$0.65
IU Pension	\$1.00 ~	\$1.00 ~	\$1.00 ~
LMCI	\$0.05 ~	\$0.05 ~	\$0.05 ~
N-FTI	\$0.05 ~	\$0.05 ~	\$0.05 ~
STARS	\$0.05	\$0.05	\$0.05
IAF	\$0.15 ~	\$0.15 ~	\$0.15 ~
Total Package	\$39.42 ~	\$41.26 ~	\$43.09 ~

*****Deductions from Wages*****

Dues Check-off	5% of gross wages
Vacation	\$1.00 per hour
PAC	\$0.10 per hour

w/ memo of 7/24/08

Handwritten signature: Zep BK.



Amendment to Collective Bargaining Agreement Between
District Council 711 IUPAT
& *New Jersey Glass and Metal Contractors Association*

The undersigned parties hereby agree to amend the Collective Bargaining Agreement between the parties for the period commencing on May 1st, 2008 and ending on April 30th, 2011. These amendments are effective August 1, 2008 and for the pay period then following. However, any employer, at their option, may adopt a May 1, 2008 effective date.

-Article 5 is hereby amended to read as follows:

-ARTICLE 5- EXCLUSIVE HIRING HALL-

5.1 The Union shall register and refer all qualified applicants for employment for the glass and glazing and all work covered under this Agreement. The Union will be the sole and exclusive source of referrals for qualified applicants for employment and will furnish the Employer with the required number of qualified Employees needed that are registered on the out-of-work list posted and maintained at the Union. The employer shall have the right to reject any applicant for employment.

5.2 The selection of qualified applicants to be referred for employment shall be without discrimination and shall not be based on, or in any way affect by, Union membership, bylaws, regulations, constitutional provisions or any other aspect or requirements, except as outlined in this Agreement. The Employer and the Union agree that there shall be no discrimination against Employees or applicants in violation of federal, state or municipal statutes.

5.3 All workers seeking employment must register on the out-of-work register. The employer has the right of recall of any individual who last worked in their employ for and up to the last nine (9) months. In all instances of recall, a ratio of 3 to 1 will apply; for every three individuals recalled the next individual will be referred by the Union from the out-of-work register. All other requests for qualified applicants will be referred by the Union from the out-of-work register. In instances where a referral is 40 hours or less (hours worked) the individual will not lose his/her referral position on the out of work register.

5.4 When the Employer requests a qualified applicant with specific skills, abilities and training the Union shall refer, to the best of its ability, such employee who is qualified to perform the work specified. The Employer may request particular employees by name. Employer requests and the Unions referral for General Foreman or Foreman and as Stewards will be honored and referred without regard to his place on the out-of-work register.

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5.5 The Union will not be held responsible for any member's refusal to return to work for any employer previously employed or otherwise.

5.6 The Employer shall have entire freedom of selectivity in hiring and may reject, layoff, or terminate any person referred to it by the Union. If Employer rejects an applicant for employment, the referral shall maintain his/her place on the list. If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within twenty-four (24) hours after receiving such request, (weekends and holidays exempt) the Employer shall be free to secure applicants from any sources available, without the hiring procedure. The Employer must notify the Union promptly of the names, addresses and social security number of any such hired employees.

5.7 The provisions set forth in this Article notwithstanding, the right of any applicant for employment to be referred may be suspended in accordance with the following provision(s):

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two (2) months. Should that same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely
- (b) A termination shall not be considered "for cause" for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her suspension under this paragraph 5.7, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Joint Trade Board For Dispute Resolution and an arbitration, if required by paragraph 19.1, shall be final and binding.
- (c) The provisions in subsections (a) notwithstanding, a Termination Review Committee. Composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and two (2) members appointed by the Association may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that Equity requires such action.
- (d) Nothing contained in this section 5.7 shall abrogate the Employers right and freedom of selectivity in hiring, rejecting, laying-off or terminating any person referred to it by the Union. This section has application only to the Employees right to be referred by the Union for employment.

5.8 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.

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- (a) All active Journeymen employees must complete a minimum, of ten (10) hours of safety training annually. All OSHA safety training shall take place after work hours. Active Journeymen who do not complete the minimum of 10 hours of OSHA safety training will not be eligible to receive their next increase in wages.
- (b) In order to be eligible to receive Foreman or General Foreman's pay a Journeyman must have a current OSHA 30 certification. All OSHA safety training shall take place after work hours. The Finishing Trades Institute shall maintain each person's status and 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 DC 711 Finishing Trades Institute, in cooperation with the Employers.

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

-Article 8.1 is hereby amended as follows:

-ARTICLE 8.1- SCHEDULE AND RATES-

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

-Article 8.7 is hereby amended as follows:

-ARTICLE 8.7- NEW LANGUAGE HEIGHT PAY-

8.7 A \$1.00 per hour increase to the total package shall be paid to employees while they are working on a swing stage scaffold, on a motorized lift (provided they are instructed to use the lift by the employer or charge person for production purposes) or on a pipe scaffold, provided the work height of the platform is thirty feet or above the ground.

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-ARTICLE 12- FRINGE BENEFIT FUNDS-

12.1 By Agreements and Declarations of Trust the Union and the Employer Association have established certain Fringe Benefit Trust Funds ("Trust Funds"), which are hereby acknowledge 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.

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

- Painters District Council 711 Health and Welfare Fund (Health and Welfare Fund)
- International Painters and Allied Trades Industry Pension Fund (Pension Fund)
- International Painters and Allied Trades Annuity Fund (Annuity Fund)
- IUPAT Finishing Trades Institute (IUPAT FTI)
- Painters and Allied Trades Labor Management Cooperation Initiative (LMCI)
- District Council 711 Finishing Trades Institute (DC711FTI)
- District Council 711 Vacation Fund (Vacation Fund)

12.3 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 hours 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 understand, accepts, and agrees to be bound by all provisions set forth in the Agreements and Declarations of Trust that have been adopted by the Parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by the said Agreements and Declaration of Trust as though actually signed by Employer.

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- (c). Upon receipt of a written directive to do so by the Administrator or Trustees of the Funds and Organizations the Employer will make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections and/or District Council 711.
- (d). The Association and the Union hereby irrevocably designates as their representatives on the Board of Trustees of The Funds such Trustees as are now serving or will serve in the future as Trustees, together with their successors as provided in the Agreements and Declarations of Trust.
- (e). The parties hereto further agree to be bound by all actions taken by the Trustees of the Funds pursuant to the said Agreements and Declarations of Trust, as amended from time to time.
- (f). Each of the respective Funds described in paragraph 1 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions by them as deduction for income tax purposes

Article 13 is hereby amended as follows:

-ARTICLE 13- INDUSTRY ADVANCEMENT FUND AND POLITICAL ACTION FUND-

13.1 Effective May1, 2008 each Employer shall make a contribution of fifteen cents (\$0.15) per hour, per glazer for each hour worked by each employee to the New Jersey Glass and Metal Contractors Association Industry Advancement Fund heretofore established and administered by Trustees appointed by the Association solely for the advancement and improvement of the Trade and the payment of expenses in carrying out such programs and responsibilities. The Administrator of The Funds shall collect the promotion fund monies from each employer at the same time as other Fringe Benefit payments are collected and remit the Industry Promotion Fund contributions to the Trustees designated by the Association on a monthly basis together with a report detailing the amounts collected from each employer.

13.2 Employers signatory to this Agreement shall deduct from the wages of each Union employee the voluntary sum of ten cents (\$0.10) for each hour worked as a non-deductible political contribution to the DC711 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 14 is hereby deleted in its entirety-

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The parties signatory to the collective bargaining agreement between International Union of Painters and Allied Trades District Council 711 and all independent employers; effective May 1, 2008 through March 31, 2011 agree to the amended change(s) as noted contained herein. These amendments are effective August 1, 2008, and for the pay period then following, and for the duration of this Agreement. However, any employer, at their option, may adopt a May 1, 2008 effective date.

For: District Council 711

Signature *Wm. Canale*

Print W.M. CANALE, Jr.

Date 8/6/08

For: New Jersey Glass & Metal Contractors Association

Signature *B.R. Higgins*

Print B. R. HIGGINS, Exec. Dir.

Date 8/7/08

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Individual Employer Signature Page

May 1, 2008 thru April 30, 2011
(Effective August 1, 2008 or as otherwise noted.)

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.

Date _____

I/We, the undersigned, and EMPLOYER in the Glazing Industry, have read the foregoing amendments to the Agreement, am familiar with its provisions, accept and agree to be bound by all its terms and conditions. I also agree, with the signing of this amendment to the Agreement, to provide the District Council No. 711 a complete list of all my journey persons and apprentices whom I employ.

District Council # 711
International Union of Painters and Allied Trades

BY *My Carola G* *8/6/08*
Business Manager/Secretary Treasurer *(Trustee etc)*

Company: _____

BY _____
Company Representative

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