



MEMBERS

- A-Aztec Glass Company, LLC
- Access Architectural Glass & Aluminum
- All Action Architectural Metal & Glass
- Boss Glass Company
- City/Newark Glass Company
- Clear View Architectural Metal & Glass, Inc.
- Clifton Architectural Glass & Metal
- County Glass & Metal Installers, Inc.
- Eighteen Glass Co., Inc.
- General Glass & Metal LLC
- Goldberg Glass Company
- Josloff Glass Company
- Kosson Glass Co., Inc.
- Metro Glass, Inc.
- NCF Glazing & Erecting, Inc.
- Ocean County Glass & Metal, LLC
- Penta Glass Industries, Inc.
- Smith Glass & Metal Company, LLC
- Snow's Glass & Mirror Corp.
- Thompson Glass & Mirror, Inc.
- Trainor Glass Company
- Union County Plate Glass Company

DIRECTORS

- Kevin Schloerb, President
- Charlie Komoroski, III., Vice-President
- Al Reynolds, Treasurer
- Frank Miller, III, Secretary
- Lawrence Josloff, Director
- Alan Oake, Director
- Frank O'Donnell, Director

EXECUTIVE DIRECTOR

Bernard R. Gingras, CPA

AFFILIATIONS

Member,
National Finishing Contractors Association
(FCA)

U.S. Green Building Council (USGBC)

An OSHA Alliance Organization

Memo (via Fax and Mail)

To: Contractor Members

From: Bernie Gingras

Re: Fringe Benefit Fund Payments

Date: September 7, 2011

The DC 711 Fringe Benefit Funds Trustees have established a policy requiring the terms of the Collective Bargaining Agreement be enforced with regard to contributions to the various funds. The CBA states, in part:

(Article 14.5) "...on or before the forty-fifth (45th) day following the last day of each month, the Employer shall remit (remittances must be post marked no later than the forty-fifth (45th) day) 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."

(Article 14.5 (B)) "If an Employer fails to make contributions in accordance with the agreement after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedures or any 'no strike' clause which may be provided or set forth elsewhere in this agreement."

Please be advised that DC 711 shall begin to vigorously enforce these terms effective November 1, 2011. Enforcement may involve removing employees and/or requiring weekly payments of contributions etc.

In effect, a grace period ending October 31, 2011 will provide an opportunity to become current. It is suggested that any contractor employer presently in arrears take advantage of this grace period to get current.

BRG:ji
Cc: HH, VL, CS – email
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