



## **ADDENDUM TO THE**

### **NATIONAL AGREEMENT FOR TAPING AND FINISHING OF DRYWALL SURFACES**

#### **ARTICLE II - SCOPE OF AGREEMENT**

##### **Section 1.**

- (a) This Agreement shall be in effect within the boundaries of the United States and covers all work within the work jurisdiction of the IUPAT and that work which is currently, through past practice, or in the future awarded by the Employer.
- (b) Drywall Finishing work will include, but not be limited to:
  - (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes.
  - (2) All stucco and dryvit systems will be performed by members of this International Union.

The Employer further agrees to recognize the Union as the sole and exclusive bargaining representative for all employees engaged in the above- listed work.

#### **ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES**

**Section 1** The Employer agrees that the IUPAT shall serve as the exclusive source of supply of manpower, for all work outlined in this Agreement.

- (a) The employer shall be entitled to initially bring into and area three (3) workers from his regular employees (non working supervision shall not be counted). In all instances every worker shall be a member of the IUPAT prior to arrival on the job site. Thereafter a ratio of 50 -50 shall be maintained from the area from which the work is being performed.
- (b) Local individuals shall be referred in accordance with the referral procedure of the applicable District Council or Local Union; provided, however, that the referral system is legal and permissible under Federal and State Law. If the Employer desires certain experienced local individuals, the Employer may request those individuals by name if

available. Such requests shall be made in writing to the respective District Council or Local Union.

- (c) Apprentices may be hired and work on the job at Journeyman/Apprentice ratio of 50 percent provided such apprentices are available in the area where the work is being performed.

## **ARTICLE VII - HOURS OF WORK, SHIFT WORK AND HOLIDAYS**

**Section 1.** Eight (8) hours per day shall constitute a day's work between the hours of 6:00 a.m. and 6:30 p.m. The work week shall be forty (40) hours per week, Monday through Friday. A work week of four (4) ten (10) hour days can be established at straight-time pay on a permanent basis. Employees shall be at their posts prepared to start work at the regular starting time. Should weather, delays, or jobsite conditions prohibit a full-day's work, employees will be paid for actual hours worked.

All time worked before and after the established work day of eight (8) hours, Monday through Saturday inclusive, shall be paid at the rate of one and one-half times the regular hourly rate. A make-up day will be allowed on Saturday at straight time. All time worked on Sundays and Holidays shall be paid at the overtime rate listed in their District Council or Local Union Collective Bargaining Agreement. When shifts are worked, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay at the regular straight-time hourly rate plus \$.25 per hour. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight-time hourly rate plus \$.50 per hour. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job, or portion thereof to which any such change of starting times applies shall begin with such agreed starting time.

## SCHEDULE "A"

### NATIONAL AGREEMENT FOR TAPING AND FINISHING OF DRYWALL SURFACES

#### ARTICLE VI - WAGES, FRINGES AND SUBSISTENCE & WORKING CONDITIONS

**Section 1.** The Employer agrees that wherever the Employer undertakes to perform work covered by Article II, Section 1 of this Agreement, the Employer shall be governed by, for the duration of that particular work at that particular job and in respect to its regular employees at such job, the wages and fringe benefits as negotiated between the regular employees' "home" District Council or Local Union Negotiating Committee and the Employers responsible Negotiating Committee from the area where the Employer's principal place of business is located, or as otherwise specified in this Agreement. In the event a higher rate of wages prevails in the locality where the work is being performed than that contained in the regular employee's "home" District Council or Local Union Area Agreement, then the regular employees of the Employer shall receive the higher wage scale as negotiated through bona fide Collective Bargaining between the Employers and the District Council or Local Union which has jurisdiction in such area.

- (a) The Employer agrees that wherever the Employer undertakes to perform work covered by Article II, Section 1 of this Agreement, the Employer shall be governed by, for the duration of that particular work, at that particular job in respect to local employees at such job, wages and fringe benefits negotiated at the local level through a bona fide Collective Bargaining process between the Employer and the local subordinate body of the IUPAT which has jurisdiction in such area or as otherwise specified in this Agreement.
- (b) The IUPAT and the Employer both recognize the changing nature of work covered by this Agreement. Competing forces that require situational relief for contractors bidding work can be granted in a pre-bid targeting program designed to improve the ability to control work on a job-by-job basis. Addenda may be negotiated and made part of this Agreement when the Employer and the IUPAT have verified that building trade labor standards do not apply and non-union and other craft encumbrances make it necessary to change any or all of the sections of this Schedule "A". The IUPAT recognizes that the Employer cannot limit his market place to strictly union-oriented owners, developers, and General Contractors. In the mutual interest of expanding the Employer's work coverage, the IUPAT agrees to work as required on non-union projects and shall not jeopardize the Employers contract obligations to complete the project with any work stoppages, slow-downs, etc. It is the intent of the Employer and the IUPAT to show the value of union work, and regain what has been lost to non-union elements.