

## **DISTRICT COUNCIL NO. 9, IUPAT**

### **GLAZIERS AGREEMENT**

**May 1, 2011 through April 30th, 2017**

MEMORANDUM OF AGREEMENT made this first day of May 2011 and expiring April 30, 2017 by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION hereinafter called the "Employer" or "Association", and DISTRICT COUNCIL NO. 9, GLAZIERS LOCAL UNION #1087 of the International Union of Painters and Allied Trades, hereinafter called the "Union", for and on behalf of the Union and the members thereof now or hereafter employed by the Employer and collectively designated as Employees.

Each Independent Employer Signatory to this Agreement agrees to pay a \$250.00 signing fee, to the Union, to defray the cost of preparation and duplication of this Agreement.

The Window and Plate Glass Dealers Association agrees to pay a onetime signing fee of \$250.00, on behalf of all Association Members, to defray the cost of preparation and duplication of this Agreement.

#### **STATEMENT OF INTENT**

It is the intention of the Employer and the Union to, and the Employer and the Union do, hereby adopt and incorporate herein by reference, all of the terms and conditions of the "Trade Agreement" (sometimes referred to herein as the "Mainframe Agreement") between District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO and The Association of Master Painters & Decorators of New York Inc., The Association of Wall, Ceiling & Carpentry Industries of New York Inc., and The Window and Plate Glass Dealers Association effective May 1, 2011 through April 30th 2015 except as otherwise expressly modified by the terms of this Memorandum of Agreement, known and referred to as the Glaziers Agreement, effective May 1, 2011 through April 30th 2017. This Memorandum of Agreement shall not serve to renew or re-institute any of the provisions expressly eliminated by the parties from the Glaziers Agreement, which expired April 30, 2011. In the event of any conflict between the terms and provisions of the preceding Glaziers Agreement or the "Mainframe Agreement" the provisions of this Glaziers Agreement shall prevail.

#### **Art. 1. JURISDICTION AND SCOPE OF WORK**

1. Territorial Jurisdiction: Counties of Bronx, Dutchess, Kings (Brooklyn), Nassau, Suffolk, New York (Manhattan), Orange, Putnam, Queens, Richmond (Staten Island), Rockland, Sullivan, Ulster and Westchester, and any additional area the Union may be awarded by the General Executive Board.
2. Craft Jurisdiction;
  - a. The setting of and/or removal of any and all, but not limited to the following; art glass, prism glass, leaded glass, fire rated glass and glass ceramics, ceramic frit glass, insulated glass, textured glass, automobile glass, pre-glazed windows, louver glass, plate glass, float glass, laminated glass, tempered glass, annealed glass, safety tempered glass, heat-strengthened glass, bent and curved glass, window glass, mirrors of all types including any channel that holds

them, framed and unframed mirrors set in all locations, wire glass, opaque glass and glass chalk boards. Security glazing, bullet resistant glass, blast resistant glass and any other type of protection glass, polymers, acrylics or polycarbonates (including any window film regardless of material or intended use). Structural glass and glazing in all applications including but not limited to: curtain wall, suspended glass systems, storefronts and entranceways including automatic doors, glass enclosures, folding glass walls, sliding glass office and partition systems, glass flooring, glass stair treads, glass railing systems and relative materials, partitions revolving doors, skylights, sloping glass walls, greenhouses, conservatories, sunrooms, walkways, windscreens, stack wall systems, Pilkington systems, point supported glass systems, cable net systems, tension-rod truss glass systems, facades and canopies. Neoparium, glass and/or crystal and or composite products, photo-voltaic, LCD glass, privacy glass, smart glass, glass light diffusers and lenses. The glazing of stairwells, hollow metal frames, fixtures, fire hose cabinets, showcases, furniture glass, doors, hung ceilings, frames, sidelights, borrowed lites, fixed or operable windows, shower doors, shower and tub enclosures framed or frameless, food and sneeze guards, all fiberglass reinforced panels, all plastics, acrylics, polymers and polycarbonates or other similar materials when used in place of glass. All of the above whether dry set or installed or glazed with any type of putty, Thiokol, neoprene, vinyl, tapes, silicones or any other type of sealant, all types of glass cements, mastics, butyl or adhesives, moldings, rubber, gaskets or lead in wood, iron, aluminum, steel, brass, sheet metal or vinyl sash. Herculite doors including any rixons, closures, pivots, locksets and hardware. Movie or projection screens made of glass or plastic, aquariums glazed with glass or plastic, all glass shelves and all glass furniture tops. The installation of decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for aesthetic, weatherproofing, soundproofing and structural reasons.

- b. The installation of all of the above materials and systems whether done at the shop or on the job site, and whether temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction.
- c. The installation and/or removal of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, fascia trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors, tempered glass doors, side lites, aluminum doors and related materials including those in any or all buildings related to store front and window construction.
- d. The glazing and/or installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, any glass or plastics where the glass stop, pressure plate, channel, hangar or glass hold down is applied directly on the glass, storm sash where the glass becomes an integral part of the finished product.
- e. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembling and installing and removal of all art glass, engraving, drafting, etching, embossing, sandblasting, shipping, glass bending, glass mosaic work, cutting of all flat and bent glass, glass shade work, and glazing in lead or other glass metals.

3. There shall be no strikes, work stoppages or slowdowns or other interferences because of jurisdictional disputes. Disputes between trades and disputes relative to questions of work jurisdiction shall be adjusted in accordance with the principles and procedures set forth in the New York Plan for the Settlement of Jurisdictional Disputes. All decisions, rendered there under-determining disputes arising out of conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto.

## **Art. 2. HIRING PROCEDURES**

1. The Union shall be the sole and exclusive source of referrals of applicants for employment. The Employer will hire the Union members only through the Union.
2. The Union shall select and refer applicants for employment without discrimination. Such selection and referral shall not be affected in any way by I.U.P.A.T. or the Union rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of the I.U.P.A.T. or the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure:
  - a. The Union shall maintain a register of applicants for employment. Applicants shall be listed in chronological order of the dates they register. If the registration list is exhausted, and the Union is unable to refer applicants for employment within forty-eight (48) hours from the time of receiving the request, Saturdays, Sundays, and holidays excepted, the requesting employer shall be free to secure applicants without using the referral procedure and shall notify the Union promptly of the names, addresses, and Social Security numbers of such directly-hired employees.
  - b. The hiring employer shall advise the Union of the number of applicants needed. The Union shall refer applicants to the hiring employer in the chronological order of their dates on the register.
  - c. Any applicant who is rejected by the hiring employer shall be returned to his/her appropriate place on the register, and shall be referred to other employment in accordance with their position on the register.
  - d. The Employer shall retain the absolute and unconditional right to reject any applicant for employment providing the Employer exercising that right submits the rejection in writing, if requested by the Union. The hiring Employer may request any member of the Union regardless of that member's position on the register, who was formerly employed by the hiring employer.
  - e. The hiring employer, after exhausting paragraph (a) above, shall report the hiring of a non-union journeyman to the Union prior to the commencement of employment. As an additional condition of hiring a worker from outside the Union, the hiring employer shall guarantee said worker their first five hundred hours of continuous employment as Union Members.

## **Art. 3. WAGES AND WORKING CONDITIONS**

1. The regular workweek shall consist of thirty-five (35) hours per week divided equally into five (5) days, from Monday to Friday, inclusive. Seven (7) hours shall constitute a day's work. The hours of work shall be worked between 7:00 a.m. to 4:30 p.m., in the following allocations: 7:00 a.m. - 2:30 p.m.; 7:30 a.m. - 3:00 p.m.; 8:00 a.m. - 3:30 p.m.; 8:30 a.m. - 4:00 p.m.; 9:00 a.m. - 4:30 p.m. If an optional 8th hour is required same will be at the regular rate of pay. If a 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.
2. SHIFT WORK. Not for new construction. The Employer shall be able to employ Glaziers in shifts on jobs, which have five (5) consecutive weekdays or more of work within the jurisdiction of Local 1087. Shifts shall be any seven (7) consecutive hours beyond 4:00 p.m. for which the glazier shall receive eight (8) hours paid for 7 hours worked.
3. For the purpose of payment of benefits: Monday is the first working day of the week and Sunday is the last working day of the week. Payday shall be the following Tuesday or Wednesday, of preceding week.
4. Show up Time: Employees who are not put to work due to weather conditions, after having been instructed to come to work, shall be paid two (2) hours or the numbers actually worked whichever is greater. An employee who works more than four (4) hours but less than seven (7) because of weather conditions, shall be paid for seven (7) hours. But if the employee leaves the job on his own, his wages stops at the time he left the job.
5. If a work day is lost due to inclement weather or a government declared emergency, Saturday shall be designated as the make-up day at straight time on that jobsite. However, Saturday cannot be utilized as a make-up day if scheduled work can only be done on Saturday. This clause will become null and void when there are no longer any PLAs.
6. Any employee who is ordered to report to work on a Saturday, Sunday or Holiday and who does report but is prevented from working through no fault of the employee shall be paid seven hours straight pay and benefits plus any applicable travel pay and/or reasonable travel expenses.
7. WAGE SCHEDULE: The wage rates, per hour, for journeypersons Glaziers, shall be as follows:



8. Union reserves the right to allocate above 5/1/2012 through the 11/1/2016 increases, to wages and or benefits. The Employer will be notified in a timely manner as to the allocation of the increases. There are no (C.O.L.A.) Cost of Living increase provisions in this District Council #9 Glaziers Agreement.
9. Taxable Wage Package is: Wages + Vacation + P.A.T. + O/MA
10. Chargemen and Foremen shall be paid an additional \$1.00 per hour, or \$7.00 per day, over and above the foregoing wage rates. Whenever four or more men are employed on building work, one (1) of these men shall be a charge man.
11. All Glaziers and Apprentices working on Swing Scaffold shall be paid \$1.00 per hour in addition to their regular hourly pay. This is to include Mechanical Equipment, Scissors jacks, Man Lifts, Booms & Buckets 24' or more, but not to include pipe scaffolding.
12. All work performed on New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day and the day immediately following, and Christmas Day shall be paid at the rate of double time. If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then for the purpose of this agreement the holiday shall be celebrated on the day set by said federal law with the same force and effect as if the day on which the holiday is celebrated was actually the holiday date.
13. All overtime shall be paid at double time, at the taxable rate wage package. Double time for Vacation only, not for PAT, Foreman, or Scaffold pay. Any work performed on Saturdays, Sundays or Holidays on new construction shall be paid for at double-time. Any overtime work of less than one hour shall be paid for one full hour. All overtime work must be reported to the union, prior to commencement of overtime work. Glaziers to be employed on such overtime work must be hired according to the following schedule;

<u>Crew Size</u>	<u>Shop Men</u>	<u>Out of Work List</u>
2	2	0
3	2	1
4	3	1
5	3	2
6	4	2
<u>Crew Size</u>	<u>Shop Men</u>	<u>Out of Work List</u>
7	5	2
8	5	3
9	6	3
10	6	4
11	7	4
12	8	4

On crews over twelve (12) men the split will be 50/50 with the odd man from the shop. e.g.; on a seventeen (17) man crew, eleven (11) from the shop and six (6) from the out of work list

14. SPECIALTY WORK: the overtime rule may be waived with the permission of the Union which may not be reasonably denied.
15. No work shall be performed on Labor Day.
16. When the Glaziers are sent to work outside the five boroughs of the City of New York, they shall receive an expense allowance of \$10.00 per day.
17. For the duration of this Agreement, when Glaziers are sent out of town for more than one day their reasonable expense shall be paid by the Employer.
18. Should the Employer request or order his Glaziers to ride either in the Employer's truck or other vehicle, start time shall be the regular starting time from the shop and they must return to the shop by the regular quitting time. This shall not apply to travel within City limits. All such trucks shall bear the Employer's name.
19. Whenever a Glazier or Apprentice is required to drive a truck during regular working hours, he shall be paid \$2.00 per day in addition to his regular daily rate of wages. If required to drive a truck before or after regular working hours, he shall receive extra compensation at the rate of single time up to the point where his total working hours are forty (40) for the week, and at the rate of time and one half of his regular rate of wages after forty (40) hours in one week.
20. If any employee working outside of the shop becomes ill and cannot continue working, he shall immediately notify the Employer and return to the shop or to his home, and the Employer shall pay the necessary traveling expense to the shop or home.
21. Any employee leaving his Employer's shop at the regular starting time shall sustain no loss of time if he is not able to get to work because of distance or a transportation accident.
22. Should the Employer at any time pay his employees less than the established rates for wages, vacation, holidays, traveling time, railroad fare, scaffold pay, foreman pay or driving a truck, as herein provided, he shall pay such employees all monies due them, as well as paying damages to the Union to cover the reasonable expenses incurred by the Union in collecting such monies.
23. Any employee injured on the job shall receive a full day's pay for the day on which the injury occurred.
24. No employee shall be discharged or discriminated against for belonging to the Union, but the Employer shall have the right to lay-off any Glazier as the exigencies of business may require. When employees are laid off for lack of work after working all or part of a day, including Saturdays, Sundays or Holidays, they shall receive a full day's pay and benefits at the rates provided herein at the time of lay-off. Lay-Off is Pay-Off. If payment in full is not received by a laid-off glazier at the time of lay-off, or by the Union within 24 hours after the lay-off, excluding Saturdays, Sundays and Holidays (by overnight mail) and if the Employer does not have an escrow account, said glazier or glaziers shall be considered continuing employees and will stay on the job for a maximum 2 hours on the day of lay off and the next day for a minimum of 2 hours up to a normal 7 hours working day, each day thereafter, until either they or the Union receives all monies due for wages and benefits. All such waiting time shall be paid at straight time.

25. All glass on jobs shall be distributed by Glazier, or apprentices after same has been delivered or hoisted to a safe place on each floor by our industrial glaziers.
26. Any Glazier who before quitting time on any day has not received orders for the next day shall appear for work on the following morning, whether on the job or at the shop, ready for work wherever directed, and shall receive a full day's pay for that day whether or not there is work for him to perform.

#### **Art. 4. PROTECTIONS AND PRESERVATION OF WORK**

1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site, construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
2. The Employer agrees to register all jobs that are more than two (2) days, immediately upon being awarded the job. Registration must be faxed to (212) 255-1151 or certified mail to the main union office on written forms as provided by the Union. The original form shall be retained by the Employer.
3. All Saturday, Sunday and Holiday overtime must be registered.
4. On any shift work, the Employer must give written notice to the Union on Company letterhead two (2) days prior to the commencement of the job to be eligible for that rate. Failure to comply will result in the forfeiture of the shift work being granted.
5. If the job is or is to be subcontracted, the Employer who is awarded the job must register that job and inform the union of what company the work will be subcontracted to.
6. Job Registration Schedule of Fines - The schedule of fines for failure to register jobs which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following: 1st Offense - \$500.00; 2nd Offense - \$750.00; 3rd Offense - \$1,500.00.

#### **Art. 5. VISITATION**

The Business Manager, Business Agent or any other authorized representatives of the Union shall have the right to visit all places, shops or jobs where work is going on, for the purpose of inspection. They shall also have the right of examine working cards and pay envelopes of all employees covered by this Agreement, as well as the payroll of the Employer.

#### **Art. 6. SHOP STEWARDS**



1. The Union shall have the right to appoint a shop steward from the Union members regularly employed in each shop. Upon any guilty finding by the Joint Trade Committee or the Joint Trade Board the Union may assign a shop steward from the hall. The Union may also assign a shop steward from the hall for any Employer signing either this agreement or any independent version of this agreement on or after May 1, 2005 (This does not apply to current signatory contractors.) The Union shall also have the right to appoint and place any Union member, whether or not presently or previously employed by the Employer, as a job steward on every job of more than one day's duration.
2. The duty of all stewards is to report to the Business Manager or Business Agent any infractions or violations that may come to his notice. If a shop or job steward is discharged for calling attention to any of the terms of the Agreement, he shall at once be reinstated until the matter is adjusted between the Union and the Employer. No shop steward may be laid -off except for cause.
3. When and if it becomes necessary for a shop to split time equally, the steward shall be kept abreast of everyone's time and he/she shall be included in the splitting time. If the shop decides not to inform the steward of who is splitting time, the shop steward shall not split time.

#### **Art. 7. JOB SAFETY**

1. The Employer shall supply proper hard hats and safety harnesses plus scaffolding and ladders on jobs to provide for the safety and security of his employees. Swing scaffolding of the safest type must be supplied and none but Glaziers or professional scaffold people shall hang or shift scaffolds. All such scaffolds shall be inspected before being used and shall be maintained in accordance with applicable law and regulations. In the event that employees are supplied with hard hats and safety harnesses and the employees do not use such hard hats and safety harnesses, the employees shall be subject to fines as described in the Local Union No. 1087 by-laws as well as fines assessed by the General Contractor or, if applicable, by the Occupational Safety and Health Administration. If the Employer fails to supply such hard hats and safety harnesses the man will sit outside the job site until such equipment is made available, and get paid by the Employer for the day unless sent to another job. Harnesses must be hooked to an independent safety line.
2. The parties acknowledge that the effective date of New York City Administrative Code Section 9-03 is September 1, 2000. All training required pursuant to Section 9-03 shall be provided by the Union.
3. The Employer shall supply safety harness and lifelines on all swing scaffolds, and shall supply helmets. All Glaziers working on swing scaffolds shall wear said harnesses and helmets. A refusal by any Glazier to wear said harness and helmet shall be grounds for dismissal by the Employer and internal Union discipline. Nothing contained herein, however, shall be interpreted to subject the Union or any of its officers or agents to any liability in the event of an accident occurring to any Glazier who either wears or does not wear said harness.
4. Whenever scaffolding is off the ground, three (3) men shall be required to shift it. When it is on the ground, two (2) men shall be required to shift it.
5. The Business Manager or Business Agent of the Union shall have the right to refuse to permit Glaziers or apprentices to work on any job on which he determines that the working conditions are hazardous.

6. An Employee may not be subject to more than one random substance abuse test per calendar year. The test shall be administered at the Employer's expense.
7. In order to work, an Employee or apprentice must have completed a ten-hour OSHA Safety Course, as per OSHA regulations and will comply with any other statutorily required training programs.
8. All foremen and stewards must attend a minimum of eight (8) hours of safety training per calendar year.
9. Glazier members working under this contract are not required, as per the Mainframe Agreement, to wear uniforms. Members shall be required to carry picture ID enforceable by the union, not the employer as per the Mainframe Agreement.

#### **Art. 8. TOOLS**

In the event the Employer requires employees to provide their own tools for the performance of work for the Employer, the Employer shall provide safe and secure storage for said tools. The Employer shall be fully responsible as an insurer in the event said tools are stolen or damaged through no fault of the employee. Employees shall be responsible to provide for the normal hand tools of the trade including suction cups.

#### **Art. 9. INSURANCE & OTHER FRINGE BENEFITS**

1. The Employer agrees that he will carry all necessary and required insurance, covering all of his employees. He shall carry Workmen's Compensation Insurance in the State in which his employees are working. He shall also make contributions for Social Security and Unemployment Insurance as required by law, regardless of the number of men employed by him. All payroll deductions, including the dues check-off herein provided for, shall be itemized on the pay envelopes or pay receipts given to the employees with their pay.
2. All Health Insurance & other Fringes Benefits contributions other than what is addressed here (such as collections, distributions, enforcement, payments, penalties, litigation, or different Annuity & Vacation payments from painters, etc.) shall be enforced pursuant to Article XX, XXI and XXII of the Mainframe Agreement.
3. All signatory contractors and out of District Council 9 geographical jurisdiction contractors must sign District Council 9 collective bargaining agreement and must post a bond as per "Mainframe Agreement" Article XXII. Bonds, Damages, Fees and Interest.

Bonds;

- a. Security - The Signatory Employer shall provide security to the Trustees for the faithful performance by it of the requirements under this Trade Agreement for the payment of Signatory Employer Benefit Contributions, liquidated damages, interest, attorneys' fees, costs of collection and other monetary obligations under this Trade Agreement. The Trustees shall be entitled to retain any interest that accrues on such security during the time such security is deposited with the Trustees.

- b. Form of Security - Such security deposited with the Trustees shall be in the form of cash, surety bond acceptable to the Trustees, or other security acceptable to the Trustees.
  - c. Amount of Security - The amount of security which the Signatory Employer is required to deposit with the Trustees under the stamp system shall be \$10,000.00. The security provided in accordance with the foregoing shall be available to satisfy any delinquency and any interest and liquidated damages resulting from such delinquency. In the event that a former signatory employer does not report any work covered by this Trade Agreement (or its successor) for a two year period and such employer refuses or fails to make records available to the Certified Public Accountant as described in Article XXI, Section 1(a) of the District Council No. 9 Mainframe Agreement, the entire amount of such employer's security shall apply and be paid to the Fringe Benefit Funds (in proportion to their respective contribution rates) to the signatory employer's credit.
  - d. If at any time a Signatory Employer's security on deposit with the Trustees shall, for any reason, be in an amount less than the amount required by this Section, the Signatory Employer shall immediately deposit with the Trustees additional security so that the Signatory Employer's security on deposit shall at all times comply with this subsection.
  - e. The Trustees shall not accept any surety bond or other non-cash collateral from any Signatory Employer who shall have failed in the past to make payment of any sums found by the Trustees or National Trustees to be due under this Trade Agreement or under any prior Trade Agreement. In such cases, compliance with the security requirements hereof shall be by cash deposit only.
  - f. Additional Security — In the event the Trustees determine that a Signatory Employer is guilty of violating any provision of this Trade Agreement, or in the event the Trustees bring suit against a Signatory Employer to collect unpaid Fringe Benefit Contributions or interest, liquidated damages or fees related thereto, the Signatory Employer shall provide additional security in such form and amount, as the Trustees shall determine. The Trustees may, but are not required to, assess such additional security in an amount no less than the amount of the Signatory Employer's potential, existing or future liability to the Trustees. Any additional security required pursuant to this subsection shall be deposited with the Trustees who are authorized to pay out of such security any sums found by the Trustees to be due for unpaid Fringe Benefit Contributions, liquidated damages, interest, attorneys' fees, or other costs of collection.
- 4. In addition to any PIIAF rules and regulations as per District Council No. 9 Mainframe Agreement, if an Employer fails to pay Fringe Benefits Contributions for the employees, the employees reserve the right to cease work for the Employer. In the event that the employees exercise their right to cease work for the Employer, the employees shall be paid by the Employer the same wages as if they were performing the work for the period of time that the employees ceased working.
  - 5. All Employers shall fill out weekly remittance forms whether or not stamps are purchased. The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following: Failure to submit Shop Steward reports or remittance reports = \$500.00 for each missing report.

## **Art. 10. PROHIBITED AGREEMENTS AND ARRANGEMENTS**

1. No Employer shall at any time make any arrangement whatsoever, written or oral, with any Glazier for the performance of glazing work of any description whatsoever, other than to employ Glaziers as provided for in this Agreement in the usual and regular manner, and at the wage rates provided herein.
2. All Employers shall assign and perform all work within the craft jurisdiction of the Union as defined in Art. 1, by directing employment of Glaziers in the usual and regular manner and no Employer shall enter into any other arrangements to assign or perform said work. Said prohibited arrangements, without limiting the generality thereof, shall include subcontracting, lumping or agency agreements.
3. The Employer shall not subcontract work in the jurisdiction of District Council #9 to any other Employer who does not have a current signed Collective Bargaining Agreement with District Council #9.
4. The Union referral hall shall not refer any Glaziers to any Employer who does not have a current signed Collective Bargaining Agreement with the Union.

## **Art. 11. SITE SPECIFIC AGREEMENTS**

1. The Union and the Association acknowledge that in certain circumstances it is not feasible for an Employer to sign the full D.C. #9 Glazing Agreement. When these circumstances exist, the Union shall be permitted to sign said Employer to a Site Specific (per job) Agreement, which will become null and void at the completion of said job. Site Specific Agreement shall not be issued by the Union if the total cumulative contract value for the particular job is \$100,000.00 or more.
2. Said Employer must be signed to a full, recognized Building Trade Agreement, in order to be eligible for this Site Specific Agreement.
3. This will most commonly be used for fixture and skylight contractors.
4. On all jobs that have SITE SPECIFIC agreement, that Employer must post a surety bond or a cash bond as per Article 9.3 of this agreement. Otherwise all fringe benefits must be prepaid in full in advance and before commencement of work.

## **Art. 12. DOUBLE BREASTING**

In the event that any Employer creates and/or uses another corporation or other entity, over which the Employer has a direct financial interest, or exercises direct or indirect control, for the purpose of, or which has the effect of avoiding its obligations hereunder ("double breasting"), the Union shall be entitled to liquidated damages in the amount of \$10,000 for each provable occurrence to be paid into a P.I.I.A.F. (Painting Industry Insurance and Annuity Fund). "Double breasting" is to be distinguished from subcontracting, which is an arm's length transaction between two wholly separate and independent entities. Subcontracting is dealt with in the Mainframe Agreement. Any dispute between parties regarding this provision shall be resolved by submission thereof to an arbitrator appointed by the American Arbitration Association.

**Art. 13. STAFFING OF JOBS**

1. All work covered by this Agreement which is performed in the Employer’s shop, as well as on the job site, must be done by Glaziers covered by this Agreement. Employers who are not signatory to this Agreement may be limited by the Union to furnish only one supervisor to the job site.
2. Those Employers signatory to the full Glaziers Agreement shall employ at least one District Council 9 referred Glazier for 35 hour per week, 52 weeks per year during the term of this Agreement and shall have a commercial Glazing place of business within the territorial jurisdiction of the Union, as set forth in Art. 1 of this Agreement.
3. In handling and setting of all types of glass, not less than the number of men provided for herein shall be used as a safety factor, as follows:

		1/4 “	1/8"	1/2"	3/4"
FROM	111 TO 154 united inches	2 men	3 men	3 men	4
"	155 TO 179 "	3 men	4 men	4 men	5
"	180 TO 214 "	4 men	5 men	6 men	8
"	215 TO 230 "	5 men	6 men	7 men	9
"	231 TO 250 "	6 men	7 men	9 men	12
"	251 TO 260 "	7 men	9 men	10 men	13
"	261 TO 272 "	8 men	10 men	12 men	16
"	273 TO 284 "	9 men	11 men	13 men	17
"	285 TO 296 "	10 men	12 men	14 men	19
"	297 TO 304 "	11 men	13 men	15 men	20
"	305 TO 310 "	12 men	15 men	17 men	23
		OVER 3/8"	3/8" AND	1/2"	3/4"
FROM	311 TO 330 united inches	20 men			25
"	331 TO 360 "	23 men			27
"	361 TO 390 "	26 men			29
"	391 TO 400 "	28 men			30
"	401 TO 420 "	30 men			30

4. On an irregular thicknesses and shapes of Glass, man power will be decided by the weight of the glass: not to exceed 80 pounds per man.
5. It is further agreed that on glass larger and thicker than above mentioned or on jobs more difficult to handle, additional men should be used, in order to insure safety of the men in setting or removing such glass.
6. On glass insulating units, 50% more men are to be employed than on the above schedule of men, as a safety factor.
7. On glass insulating units of more than two (2) panes of glass, additional Glaziers shall be employed as a safety factor.

8. Only door lites up to and including 120 united inches may be set by one (1) man.
9. All sizes will have a 50% reduction when Cup and Crane are used in the entire setting of glass. No reduction will be allowed when handling glass is being done manually.

**Art 14. APPRENTICES**

1. All Employers who employ four (4) to eight (8) journeypersons must also employ at least one (1) apprentice. All Employers who employ nine (9) or more journeypersons must also employ at least two (2) apprentices. No lay-offs will result from this provision. However, if the Employer demonstrates a financial necessity, after consultation with the Union, the Employer may split work time evenly among the bargaining unit, including apprentices.
2. All apprentices shall be subject to a ninety-day probation period.
3. At the end of a two year indenture the Employer may terminate the apprentices employment and replace the apprentice with the next apprentice on the out of work list, provided (a) the replacement is in a class other than the class of the terminated apprentice.
4. The Union has the right to put 3rd & 4th year apprentices to work without indenturing them if there are no journeymen available and / or under certain conditions.
5. Except as provided in sub paragraph 4 and 5 above, no apprentice shall be laid off unless and until the Employers shops staffing has been reduced to three glaziers. If the Employer hires a fourth glazier within ninety days of layoff, the employee hired shall be the laid off apprentice if available.
6. The wages for all apprentices shall be as follows;

<b>1st YEAR APPRENTICE</b>											
	5/1/11 -	5/1/12 -	11/1/12 -	5/1/13 -	11/1/13 -	5/1/14 -	11/1/14 -	5/1/15 -	11/1/15 -	5/1/16 -	11/1/16 -
	4/30/12	10/31/12	4/30/13	10/31/13	4/30/14	10/31/14	4/30/15	10/31/15	4/30/16	10/31/16	4/30/17
Wage*	15.60	15.60	16.25	16.85	16.85	16.95	17.15				
H & W	8.42	8.42	8.67	8.67	8.67	9.67	9.67				
Pension	2.85	2.85	2.85	2.85	2.85	2.85	3.00				
Annuity	===	===	===	===	===	===	===				
Vacation*	===	===	===	===	===	===	===		40% of journeyperson Glaziers		
DC9 - FTI	0.35	0.35	0.35	0.35	0.35	0.35	0.35				
IUPAT - FTI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
LMCI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
IUPAT - PAT*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
O/MA*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
IPF	0.20	0.20	0.20	0.20	0.20	0.20	0.20				
Total Ben, Pkg	12.12	12.12	12.37	12.37	12.37	13.37	13.52				
Total Taxable*	15.70	15.70	16.35	16.95	16.95	17.05	17.25				
Check-off 3%*	0.47	0.47	0.49	0.51	0.51	0.51	0.51				
Stamp 1 hr	12.59	12.59	12.86	12.86	12.86	13.88	14.03				

<b>2nd YEAR APPRENTICE</b>											
	5/1/11 -	5/1/12 -	11/1/12 -	5/1/13 -	11/1/13 -	5/1/14 -	11/1/14 -	5/1/15 -	11/1/15 -	5/1/16 -	11/1/16 -
	4/30/12	10/31/12	4/30/13	10/31/13	4/30/14	10/31/14	4/30/15	10/31/15	4/30/16	10/31/16	4/30/17
Wage*	19.50	19.88	20.19	20.94	20.94	21.07	21.07				
H & W	8.42	8.67	8.67	8.67	8.67	9.67	9.67				
Pension	3.56	3.56	3.56	3.56	3.56	3.56	3.56				
Annuity	4.50	4.50	4.50	4.50	4.50	4.50	4.50				
Vacation*	3.78	3.83	3.95	3.95	4.25	4.07	4.07		50% of journeyperson Glaziers		
DC9 - FTI	0.35	0.35	0.35	0.35	0.35	0.35	0.35				
IUPAT - FTI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
LMCI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
IUPAT - PAT*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
O/MA*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
IPF	0.20	0.20	0.20	0.20	0.20	0.20	0.20				
Total Ben. Pkg	21.11	21.41	21.53	21.53	21.83	22.65	22.65				
Total Taxable*	23.38	23.81	24.24	24.99	25.29	25.24	25.24				
Check-off 3%*	0.70	0.71	0.73	0.75	0.76	0.76	0.76				
Stamp Price	21.81	22.12	22.26	22.28	22.28	23.41	23.41				

<b>3rd YEAR APPRENTICE</b>											
	5/1/11 -	5/1/12 -	11/1/12 -	5/1/13 -	11/1/13 -	5/1/14 -	11/1/14 -	5/1/15 -	11/1/15 -	5/1/16 -	11/1/16 -
	4/30/12	10/31/12	4/30/13	10/31/13	4/30/14	10/31/14	4/30/15	10/31/15	4/30/16	10/31/16	4/30/17
Wage*	23.40	23.90	24.25	25.15	25.15	25.35	25.61				
H & W	8.42	8.67	8.67	8.67	8.67	9.67	9.67				
Pension	4.27	4.27	4.27	4.27	4.27	4.27	4.27				
Annuity	5.40	5.40	5.40	5.40	5.41	5.41	5.61				
Vacation*	4.53	4.59	4.75	4.75	5.10	4.95	5.10		60% of journeyperso n Glaziers		
DC9 - FTI	0.35	0.35	0.35	0.35	0.35	0.35	0.35				
IUPAT - FTI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
LMCI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
IUPAT - PAT*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
O/MA*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
IPF	0.20	0.20	0.20	0.20	0.20	0.20	0.20				
Total Ben. Pkg	23.47	23.78	23.94	23.94	23.94	25.15	25.50				
Total Taxable*	28.03	28.59	29.10	30.00	30.35	30.40	30.81				
Check-off 3%*	0.84	0.86	0.87	0.90	0.91	0.91	0.92				
Stamp Price	24.31	24.64	24.81	24.84	24.84	26.06	26.42				

<b>4th YEAR APPRENTICE</b>											
	5/1/11 -	5/1/12 -	11/1/12 -	5/1/13 -	11/1/13 -	5/1/14 -	11/1/14 -	5/1/15 -	11/1/15 -	5/1/16 -	11/1/16 -
	4/30/12	10/31/12	4/30/13	10/31/13	4/30/14	10/31/14	4/30/15	10/31/15	4/30/16	10/31/16	4/30/17
Wage*	31.20	31.95	32.43	33.63	33.63	33.98	34.45				
H & W	8.42	8.67	8.67	8.67	8.67	9.67	9.67				
Pension	5.70	5.70	5.70	5.70	5.70	5.70	5.70				
Annuity	7.20	7.20	7.20	7.20	7.48	7.38	7.48				
Vacation*	6.04	6.12	6.32	6.32	6.72	6.67	6.72		80% of journeyperso n Glaziers		
DC9 - FTI	0.35	0.35	0.35	0.35	0.35	0.35	0.35				
IUPAT - FTI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
LMCI	0.10	0.10	0.10	0.10	0.10	0.10	0.10				
IUPAT - PAT*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
O/MA*	0.05	0.05	0.05	0.05	0.05	0.05	0.05				
IPF	0.20	0.20	0.20	0.20	0.20	0.20	0.20				
Total Ben. Pkg	28.21	28.54	28.74	28.74	29.42	30.27	30.42				
Total Taxable*	37.34	38.17	38.85	40.05	40.45	40.75	41.27				
Check-off 3%*	1.12	1.15	1.17	1.20	1.21	1.22	1.24				
Stamp Price	29.33	29.69	29.91	29.94	29.94	31.49	31.66				



7. No Apprentice shall be permitted to work alone until he has completed two (2) years of his apprenticeship.
8. The parties shall continue an Apprenticeship training program to insure an adequate supply of skilled mechanics.
9. The Employer shall also during each week of the term of this Agreement contribute to the Painting Industry Insurance and Annuity Fund the sums set forth by the District Council No. 9 apprentice agreement for all apprentice fringe benefits.

**Art. 15. WORK PERFORMED BY PERSON INTERESTED IN EMPLOYER'S BUSINESS**

1. The Employer agrees that any owner, partner, officer, stockholder, or agent involved either directly or indirectly in the ownership or management of the Employer's shop or business and working with the tools of the trade at the Employer's shop or business or working with tools of the trade or on any productive equipment or on work specified in this Agreement, must be a member of the Union and for identification carry a Union Card and pay the appropriate initiation fee and prevailing dues, and all applicable fringe benefit contributions shall be made for such person for all work days in the month. Owner members will operate in accordance with the provisions of the I.U.P.A.T. International Union Constitution and the Trust Agreements of the various Funds of the Union, such as the Vacation, Health and Welfare, Annuity, LMCF, Political Action, Apprentice, Promotional, and Health Safety Funds, and make contributions to those Funds for all hours worked at a minimum of One Hundred Forty (140) hours per month.
2. If a signatory Employer is also a member of the Union, the Employer must guarantee to place one journeyman referred by the Union and guarantee his wages and benefits for 35 hours per week, 52 weeks per year, for himself and the man for the Union.

**Art. 16. REPAIR, MAINTENANCE and FABRICATION AGREEMENT**

1. Scope: All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00. The total cumulative value shall increase by 5% annually.
2. Description of work: All repair and maintenance work described in the District Council #9 Glaziers Agreement.
3. Registration: Any mirror work in excess of 2 (two) days, covered by this Repair, Maintenance and Fabrication Agreement must be registered before starting the job.
4. Craft Jurisdiction for repair, maintenance and fabrication agreement:
  - a. Plate glass replacement
  - b. Residential glass replacement
  - c. Residential mirrors and shower doors
  - d. Storm windows and storm doors

- e. Residential replacement windows
- f. Herculite door repairs
- g. Door closer repairs
- h. Retro fit apartment house (non commercial buildings)
- i. Glass tinting including any window film regardless of material or intended use
- j. Auto Glass
- k. Shop fabrications, glass or metal (all work to be done in employer's primary place of business to include fabrication of store fronts, curtain wall, pre-glazed windows and all other related fabrications)
- l. Replacement and renovation mirror work (not new construction) where the cumulative contract value is under \$20,000.00

5. The wages for all repair and maintenance work shall be as follows,

	5/1/11 - 4/30/12	5/1/12 - 4/30/13	5/1/13 - 4/30/14	5/1/14 - 4/30/15	5/1/15 - 4/30/16	5/1/16 - 4/30/17
<i>per hour</i>						
Wage*	23.30	23.40	23.50	23.60		
H & W	6.95	7.45	7.95	8.45		
Pension	4.75	4.75	4.75	4.75	\$0.60	\$0.60
Annuity	2.39	2.39	2.39	2.39	<i>to be</i>	<i>to be</i>
Vacation*	3.00	3.00	3.00	3.00	distributed	distributed
DC9 - FTI	0.35	0.35	0.35	0.35		
IUPAT - FTI	0.10	0.10	0.10	0.10		
LMCI	0.10	0.10	0.10	0.10		
IUPAT - PAT*	0.10	0.10	0.10	0.10		
IPF	0.20	0.20	0.20	0.20		
Total Ben. Pkg	17.94	18.44	18.94	19.44		
Total Taxable*	26.40	26.50	26.60	26.70		
Check-off 3%*	0.79	0.80	0.80	0.80		
Stamp Price	18.73	19.24	19.74	20.24		
Total Pkg	41.24	41.84	42.44	43.04		

6. Hours of work shall be 7:00 A.M. to 7:00 P.M. Monday through Saturday. Eight (8) hours shall constitute a full days work. Any hours in excess of (8) hours in a twenty-four (24) hour period shall be paid at the taxable rate of time and one-half (1.5) and all work exceeding 40 hours in one week shall be paid at the taxable rate of time and one-half (1.5). All work performed on Sundays, shall be paid at the double time the taxable rate.

7. Rack schedule as per the District Council #9 Glaziers Agreement.

8. Holidays:

- a. The following days are recognized as holidays under this Repair and maintenance Agreement: New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, day after Thanksgiving and Christmas day.
- b. Each regular full time employee shall be paid for each of the above holidays eight (8) hours' pay at this straight time hourly rate although no work is performed, provided that the employee works at least one (1) day during the week in which the holiday falls.

- c. Any employee who works on any of the holidays listed above, will receive in addition to the compensation provided for in paragraph B, time and one-half (1 ½) for all work performed on the holiday.
  - d. If a holiday falls on Sunday, it will be celebrated on the following Monday and the provisions of this article concerning holiday pay will apply on Monday.
  - e. If any of the holidays set forth in paragraph A, falls on Saturday all regular employees shall receive pay for such a holiday in accordance with paragraph B.
  - f. Under no circumstances will any employee be required to perform work on Labor Day.
9. The Employer agrees to submit a separate remittance report, for payment of benefits to the Painting Industry Insurance and Annuity Fund. All rates will be subject to an eight hours workday.
10. Payment of benefits and all other issues, including jurisdiction, shall be as outlined in the District Council #9 "Trade" and Glaziers Agreement.
11. No Employer will be signed to this District Council #9 Glazier Repair and Maintenance Agreement for installation of Glass, unless the Employer is a signatory to the District council #9 Glaziers Agreement.
12. Violation of this provision shall be considered a major and serious contract breach. Violation shall subject the employer to appropriate compensatory and exemplary damages by the Joint Trade Committee and Joint Trade Board, pursuant to Articles XII and XIII of the Trade Agreement, to make the Union, the employees and the Benefit Funds whole and to deter any further violation by the employer. Any Union member who knowingly encourages an employer to evade the intent of this Repair and Maintenance Agreement, or who knowingly participates in its breach shall have charges filed against him by the Union for appropriate discipline.
13. This Repair and Maintenance Agreement shall not be misused, or used as a device to evade the application of the Glaziers Agreement. It shall be a violation of this Agreement for an employer to utilize employees who perform repair and maintenance work pursuant to this Agreement to perform any new construction work and not pay the proper wage.

#### **Art. 17. JOB TARGETING**

- 1. The stated purposes of Targeting are to increase the job security and employment opportunities of Union members and to permit Employers to compete more effectively with nonunion contracts by reducing labor costs. Targeting is established for the purpose of enhancing the economic development of the unionized glazing and architectural metal working industry in DC 9 Glaziers Local Union 1087's territorial jurisdiction and improving labor-management relations by means of targeting nonunion jobs intended to increase employment opportunities for employees by improving the economic competitiveness of employers who desire to employ employees.
- 2. Targeting will be relief from one or more articles in the Glaziers Agreement, when a signatory contractor is competing against a nonunion contractor on a nonunion jobsite. The union contractor will

be required to fill out an application, supplied by the union, with all pertinent information and bears the burden of proving he/she is bidding against a nonunion contractor. A copy of all applications that are filled out by a requesting signatory will be forwarded to the President of the Window and Plate Glass Dealers Association for examination.

3. Local 1087 maintains complete and total authority to award / not award targeting relief.
4. Local 1087 agrees that in order to maintain control over targeting, no verbal authorizations will be permitted. All applications will be sent to the Window and Plate Glass Dealers Association for recording and examination.

#### **Art. 18. TERM OF AGREEMENT**

This Agreement and all terms and conditions herein, shall be binding upon the parties hereto for a period commencing May 1, 2011 and ending April 30th 2017. Either party wishing to terminate or modify this Agreement must notify the other in writing by Certified Mail, no later than sixty (60) days prior to the expiration date. If neither party gives the other such Notice, this Agreement shall automatically renew for successive periods of one (1) year until such Notice is given. The renewal hereof pursuant to this provision shall be at the wage and benefit rates then in effect between the Union and the Window and Plate Glass Dealers Association of New York.

In witness whereof, the parties hereto have caused this Trade Agreement to be signed by their respective officers the day and year first above mentioned.

The Window and Plate Glass Dealers Association

BY:

/s/ Jerome Haber  
President

District Council No. 9 GLAZIERS LOCAL UNION #1087 of the International Union of Painters and Allied Trades

BY:

/s/ Bill Efeld  
President

MEMORANDUM OF AGREEMENT

WHEREAS, the WINDOW AND PLATE GLASS DEALERS ASSOCIATION, hereinafter "Association" or "Employer" and DISTRICT COUNCIL NO. 9, GLAZIERS LOCAL UNION NO. 1087, of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, hereinafter "Union", are parties to a collective bargaining agreement, hereinafter "Agreement", that is effective for the period May, 1, 2011 through April 30, 2017; and

WHEREAS, the parties desire to modify the Agreement;

THEREFORE, the parties modify the Agreement as follows:

1. "Article 2. Hiring Procedures" shall be amended to add Paragraph 1A as follows:

1A. Neither party to this Trade Agreement shall discriminate against any employee with respect to employment by reason of union membership or race, creed, color, sex, gender (including gender identity and sexual harassment), pregnancy, age, national origin, disability, sexual orientation, alienage or citizenship status, predisposing genetic characteristics, arrest or conviction record, military status, unemployment status, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, or any other characteristics protected by federal, state or local law. As applicable and appropriate, covered Association employers will comply with the federal Family and Medical Leave Act.

The remainder of Article 2 shall remain unchanged.

2. Article 3, Paragraph 9 shall be modified as follows:

9. Taxable Wage Package is: Wages + Vacation + P.A.T. + O/MA.

3. Article 3, paragraph 13 shall be modified as follows:

13. All overtime shall be paid at double time, at the taxable rate wage package. Double time for Vacation only, not for P.A.T., O/MA, Foreman, or Scaffold pay. Any work performed on Saturdays, Sundays or Holidays on new construction shall be paid for at double-time. Any overtime work of less than one hour shall be paid for one full hour. All overtime work must be reported to the union, prior to commencement of overtime work. Glaziers to be employed on such overtime work must be hired according to the following schedule;

<u>Crew Size</u>	<u>Shop Men</u>	<u>Out of Work List</u>
2	2	0
3	2	1
4	3	1
5	3	2
6	4	2

<u>Crew Size</u>	<u>Shop Men</u>	<u>Out of Work List</u>
7	5	2
8	5	3
9	6	3
10	6	4
11	7	4
12	8	4

On crews over twelve (12) men the split will be 50/50 with the odd man from the shop. e.g.; on a seventeen (17) man crew, eleven (11) from the shop and six (6) from the out of work list


Date:

5/29/14

  
WINDOW AND PLATE GLASS  
DEALERS ASSOCIATION

Date:

5/22/14

  
DISTRICT COUNCIL NO. 9, GLAZIERS  
LOCAL UNION NO. 1087, of the  
INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES