

DISTRICT COUNCIL NO. 9, I.U.P.A.T.

GLAZIERS AGREEMENT

May 1, 2005 through April 30th, 2011

MEMORANDUM OF AGREEMENT made this first day of May 2005 and expiring April 30, 2011 by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION hereinafter called the Employer or Association, and DISTRICT COUNCIL NO. 9, GLAZIERS LOCAL UNION #1281 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 one time 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, 2005 through April 30th 2011 except as otherwise expressly modified by the terms of this Memorandum of Agreement, known and referred to as the Glaziers Agreement, effective May 1, 2005 through April 30th 2011. 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, 2005. 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, Westchester, and Greenwich, Connecticut and any additional area the Union may be awarded by the General Executive Board.
2. Craft Jurisdiction
 - 1) 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,

- 4) 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.
 - 5) 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 slow downs 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 thereunder-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

Hiring procedures shall be the same as the Mainframe Agreement (Art. II, all sections) with the exception of:

- A. 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.

Art. 3. WAGES AND WORKING CONDITIONS

- A. 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.
- B. 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 1281. 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.

As of 5/1/2008,					Supp.	DC9	IUPAT		IUPAT		Total	Total	Total Tax	Check	Stamp	
per hour:		Wage*	H&W	Pens	Annu	Vac*	JAATF	FTI	LMCF	PAT*	IPF	Benefit Pkg	Package	Package*	off 3%	Price
Glazier Base Rate																
Foreman					\$3.15	to be	determined									
Scaffold																
As of 5/1/2009,																
per hour:		Wage*	H&W	Pens	Annu	Vac*	JAATF	FTI	LMCF	PAT*	IPF	Benefit Pkg	Package	Package*	off 3%	Price
Glazier Base Rate																
Foreman					\$3.40	to be	determined									
Scaffold																
As of 5/1/2010,																
per hour:		Wage*	H&W	Pens	Annu	Vac*	JAATF	FTI	LMCF	PAT*	IPF	Benefit Pkg	Package	Package*	off 3%	Price
Glazier Base Rate																
Foreman					\$3.45	to be	determined									
Scaffold																

- 2) Union reserves the right to allocate above 5/1/2006 through the 5/1/2010 increases, to wages and or benefits. The Employer will be notified in a timely manner as to the allocation of the increases. There is no (C.O.L.A.) Cost of Living increase provisions in this District Council #9 Glaziers Agreement.
- 3) Taxable Wage Package is: Wages + Vacation + P.A.T.
- 4) Chargemen and Foremen shall be paid an additional \$1.00 per hour, or \$7.00 per day, over and above the foregoing wages rates. Whenever four or more men are employed on building work, one (1) of these men shall be a charge man.
- 5) 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.
- 6) 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.
- 7) 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. 50% of the Glaziers to be employed on such overtime work must be hired through the Union referral hall for holiday and weekend work only, subject to the conditions set forth in Art. II - Hiring Procedures of the Mainframe Agreement. 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

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.

19) 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.

20.) 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

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.

The Employer agrees to register all jobs, that are six (6) days or more, immediately upon being awarded the job. Registration must be faxed 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.

Schedule of Fines

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:

- 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

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. All foremen and stewards must attend a minimum of eight (8) hours of safety training per calendar year.
- I. 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. Suction cups will be the responsibility of the employee after August 1, 2005.

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

- B. Said Employer must be signed to a full, recognized Building Trade Agreement, in order to be eligible for this Site Specific Agreement.
- C. This will most commonly be used for fixture and skylight contractors.
- D. On all jobs that have SITE SPECIFIC agreement, that Employer must post a \$5,000.00 surety bond or \$5,000.00 cash bond as per "Mainframe Agreement" Art. XXII. Bonds, Damages, Fees and Interest. 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 arms 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

- A. 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.
- B. 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.
- C. 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"	3/8"	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

apprentice.

(5) 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.

(6) 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.

(7) The wages for all apprentices shall be as follows, as per the District Council No. 9 apprentice agreement;

<u>1st YEAR APPRENTICE</u>							<u>2nd YEAR APPRENTICE</u>						
	5/1/05 - 4/30/2006	5/1/06 - 4/30/2007	5/1/07 - 4/30/2008	5/1/08 - 4/30/2009	5/1/09 - 4/30/2010	5/1/10 - 4/30/2011		5/1/05 - 4/30/2006	5/1/06 - 4/30/2007	5/1/07 - 4/30/2008	5/1/08 - 4/30/2009	5/1/09 - 4/30/2010	5/1/09 - 4/30/2010 4
Wage*	13.84	14.16					Wage*	17.30	17.70				
H & W	5.94	6.93	<i>40% of Glazier Journeyman rates</i>				H & W	5.94	6.93	<i>50% of Glazier Journeyman rates</i>			
Pension	1.80	1.80	<i>To be determined</i>				Pension	2.25	2.25	<i>To be determined</i>			
Annuity	===	===					Annuity	3.89	4.04				
Vacation*	===	===					Vacation*	2.75	3.00				
DC9 - JAATF	0.35	0.35					DC9 - JAATF	0.35	0.35				
IUPAT - FTI	0.05	0.05					IUPAT - FTI	0.05	0.05				
I.P.F.	0.18	0.19					I.P.F.	0.18	0.19				
L.M.C.F.	0.05	0.05					L.M.C.F.	0.05	0.05				
IUPAT - PAT*	0.05	0.05					IUPAT - PAT*	0.05	0.05				
Total Benefit Pkg	8.42	9.42					Total Benefit Pkg	15.51	16.91				
Total Taxable*	13.89	14.21					Total Taxable*	20.10	20.75				
Check-off	0.42	0.43					Check-off	0.60	0.62				
Stamp Price	8.84	9.85					Stamp Price	16.11	17.53				
<u>3rd YEAR APPRENTICE</u>							<u>4th YEAR APPRENTICE</u>						
	5/1/05 - 4/30/2006	5/1/06 - 4/30/2007	5/1/07 - 4/30/2008	5/1/08 - 4/30/2009	5/1/09 - 4/30/2010	5/1/10 - 4/30/2011		5/1/05 - 4/30/2006	5/1/06 - 4/30/2007	5/1/07 - 4/30/2008	5/1/08 - 4/30/2009	5/1/09 - 4/30/2010	5/1/09 - 4/30/2010 4
Wage*	20.76	21.24					Wage*	27.68	28.32				
H & W	5.94	6.93	<i>60% of Glazier Journeyman rates</i>				H & W	5.94	6.93	<i>80% of Glazier Journeyman rates</i>			
Pension	2.70	2.70	<i>To be determined</i>				Pension	3.60	3.60	<i>To be determined</i>			
Annuity	4.66	4.84					Annuity	6.22	6.46				
Vacation*	3.30	3.60					Vacation*	4.40	4.80				
DC9 - JAATF	0.35	0.35					DC9 - JAATF	0.35	0.35				
IUPAT - FTI	0.05	0.05					IUPAT - FTI	0.05	0.05				
I.P.F.	0.18	0.19					I.P.F.	0.18	0.19				
L.M.C.F.	0.05	0.05					L.M.C.F.	0.05	0.05				
IUPAT - PAT*	0.05	0.05					IUPAT - PAT*	0.05	0.05				
Total Benefit Pkg	17.28	18.76					Total Benefit Pkg	20.84	22.48				
Total Taxable*	24.11	24.89					Total Taxable*	32.13	33.17				
Check-off	0.72	0.75					Check-off	0.96	1.00				
Stamp Price	18.00	19.51					Stamp Price	21.80	23.48				

B. No Apprentice shall be permitted to work alone until he has completed two (2) years of his apprenticeship.

C. The parties shall continue an Apprenticeship training program to insure an adequate supply of skilled mechanics.

6. Herculite door repairs.
7. Door closer repairs.
8. Retro fit apartment house (non commercial buildings).
9. Glass tinting including any window film regardless of material or intended use
10. Auto Glass
11. Shop fabrications, glass or metal (all work to be done in employers primary place of business to include fabrication of store fronts, curtain wall, pre-glazed windows and all other related fabrications).
12. Replacement and renovation mirror work (not new construction) where the cumulative contract value is under \$20,000.00.

No employee hired on or after 5/1/05 who accepts employment for repair, maintenance or fabrication work under this Glaziers Agreement, shall be permitted to work in such capacity unless the employee agrees in writing that, for so long as the employee is employed or re-employed by any Employer signatory to this Glaziers Agreement, the employee will forego any employment as a Journeyperson Glazier. The agreement to forego such employment shall be binding upon the employee and all parties to this Glaziers Agreement and shall be effective for the duration of this Glaziers Agreement.

The written agreement described in the preceding paragraph shall state the following;

1. The acceptance of employment for repair, maintenance or fabrication work is voluntary of the prospective employee's own free will;
2. The acceptance of employment for repair, maintenance or fabrication work precludes the prospective employee from accepting Journeyperson Glazier work from any Employer signatory to the Glaziers Agreement during the life of the Glaziers Agreement.
3. The agreement to forego such employment is in consideration for the opportunity for immediate employment on repair, maintenance or fabrication work rather than await work opportunity as Journeyperson Glazier.

A copy of this notice shall be delivered by the Employer or the Union, whichever secures the prospective employee's signature, to District Council No. 9, the Window and Plate Glass Dealers Association, the Employer and the Painting Industry Insurance Fund.

WAGE SCHEDULE: The wage rates, per hour, for *Glass Handler's Assistant, shall be as follows:

**Glass handler assistant ratio shall be 2 Journeymen to 1 assistant.*

Class Handlers Assistant				
	<i>As of</i>	1 year	2nd year	
	<i>5/1/2005</i>	Anniversary	Anniversary	
<i>per hour;</i>	Starting Rate	from Hire Date	from Hire Date	
*Wages	10.30	12.85	14.50	Upon fourth
Health & Welfare	5.25	5.75	6.25	Anniversary
I.U.P.A.T. Pension	0.50	0.50	0.50	of any Glass Handler's
Amnuity	===	1.00	1.25	Assistant holding
*Vacation	===	1.00	1.25	that title, he or she,
DC 9 J.A.A.T.F.	0.28	0.35	0.35	for all purposes,
IUPAT FTI	0.05	0.05	0.05	shall become a
L.M.C.F.	0.05	0.05	0.05	Repair and Maintenance
*IUPAT - P.A.T.	0.05	0.05	0.05	Journey person.
Total Benefit Pkg	6.18	8.75	9.75	
Total Taxable Wage	10.35	13.90	15.80	
*3% CHECK OFF:	0.31	0.42	0.47	
Total Benefits (Stamp price)	6.49	9.17	10.22	

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.

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, 2005 and ending April 30th 2011. Either party wishing to terminate or modify this Agreement must notify the other in writing by Certified Mail, no late 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.