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

SIC 1793

**GLAZIERS AGREEMENT**

NAICS 235920

**June 1<sup>st</sup>, 2000 through April 30<sup>th</sup>, 2005**

MEMORANDUM OF AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2000 and expiring April 30th 2005 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 June 1<sup>st</sup> 2000 through April 30<sup>th</sup> 2005 except as otherwise expressly modified by the terms of this Memorandum of Agreement, known and referred to as the Glaziers Agreement, effective June 1<sup>st</sup> 2000 through April 30<sup>th</sup> 2005. This Memorandum of Agreement shall not serve to renew or re-institute any of the provisions expressly eliminated by the parties from the preceding Glaziers Agreement which expired May 31<sup>st</sup> 2000. 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 on all New Construction.

- 1) The setting and removal of art glass, prism glass, leaded glass, automobile glass, pre-glazed windows, louvre glass, protection glass, plate glass, window glass, mirrors of all types, including framed and unframed mirrors set in all locations, wire glass, opaque glass, glass chalk boards, structural glass, sloping glass walls, glass enclosures, tempered and laminated glass, to be installed or glazed with putty, thickol neoprene vinyl, or any other type of sealant, all types of glass cement, all types of insulating glass units, all plastics or the similar materials when used in place of glass to be dry set or glazed with putty, silicone, molding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal, sash, skylights, doors, frames, show wall cases, showcases, hung ceilings, fire hose cabinets, sidelights, partitions and fixtures, greenhouses, shower doors and herculite door, movie or projection screens made of glass or plastic, aquariums glazing glass or plastic, all loose glass shelves, and all glass furniture tops.
  - 2) The installation of all of the above materials, whether done in the job site, and whether temporary or permanent, on or for any building in the course of remodeling, alteration or construction.
  - 3) The installation and removal of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, facia trim mouldings, 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.
  - 4) The glazing of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, 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.

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

- A. The regular work week 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.-4:00p.m.; 9:00 a.m.-4:30p.m. If an optional 8th hour is required same will be at the regular rate of pay. If 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.** For re-glaze work ONLY, not for new construction. The Employer shall be able to employ Glaziers in shifts on jobs which have 5 days or more of work within the jurisdiction of Local #1281. Shifts shall be any 7 hours beyond 4:00 p.m. for which the glazier shall receive 8 hours paid for 7 hours worked.
- C. 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. Pay day shall be the following Tuesday or Wednesday, of preceding week.
- D. **ALL 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.
- E. **Show up Time:** Employees who are not put to work after having been instructed to come to work shall be paid two (2) hours.
- F. 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.

1) **WAGE SCHEDULE:** The wage rates, per hour, for journeypersons Glaziers, shall be as follows:

As of 6/1/2000, per hour:

	Wage	H&W	Pension	Annuity	Supp Vacation*	DC 9 JAATF	IUPAT JATF	LMCF	IUPAT PAT*	IPF	Total Package	Total Tax Package	Check Off*
Glazier Base Rate	29.50	4.49	3.00	6.15	4.15	0.28	0.05	0.05	0.05	0.12	47.84	33.70	3%=1.01
Foreman	30.10	4.49	3.00	6.15	4.15	0.28	0.05	0.05	0.05	0.12	48.84	34.30	3%=1.03
Scaffold	30.50	4.49	3.00	6.15	4.15	0.28	0.05	0.05	0.05	0.12	48.84	34.70	3%=1.04

As of 5/1/2001, per hour:

	Wage	H&W	Pension	Annuity	Supp Vacation*	DC 9 JAATF	IUPAT JATF	LMCF	IUPAT PAT*	IPF	Total Package	Total Tax Package	Check Off*
Glazier Base Rate	30.75	4.50	3.50	6.50	4.30	0.35	0.05	0.05	0.05	0.14	50.19	35.10	3%=1.05
Foreman	31.35	4.50	3.50	6.50	4.30	0.35	0.05	0.05	0.05	0.14	50.79	35.70	3%=1.07
Scaffold	31.75	4.50	3.50	6.50	4.30	0.35	0.05	0.05	0.05	0.14	51.19	36.10	3%=1.08

As of 5/1/2002, per hour:

	Wage	H&W	Pension	Annuity	Supp Vacation*	DC 9 JAATF	IUPAT JATF	LMCF	IUPAT PAT*	IPF	Total Package	Total Tax Package	Check Off*
Glazier Base Rate	32.20	4.50	4.00	6.77	4.50	0.35	0.05	0.05	0.05	0.17	52.64	36.75	3%=1.10
Foreman	32.80	4.50	4.00	6.77	4.50	0.35	0.05	0.05	0.05	0.17	53.24	37.35	3%=1.12
Scaffold	33.20	4.50	4.00	6.77	4.50	0.35	0.05	0.05	0.05	0.17	53.64	37.75	3%=1.13

As of 5/1/2003, per hour:

	Wage	H&W	Pension	Annuity	Supp Vacation*	DC 9 JAATF	IUPAT JATF	LMCF	IUPAT PAT*	IPF	Total Package	Total Tax Package	Check Off*
Glazier Base Rate													
Foreman					\$2.00 increase not yet allocated								
Scaffold													

As of 5/1/2004, per hour:

	Wage	H&W	Pension	Annuity	Supp Vacation*	DC 9 JAATF	IUPAT JATF	LMCF	IUPAT PAT*	IPF	Total Package	Total Tax Package	Check Off*
Glazier Base Rate													
Foreman					\$2.10 increase not yet allocated								
Scaffold													

*\*TO BE DEDUCTED FROM NET WAGES AFTER TAX COMPUTATION IS COMPUTED!*

- 2) Union reserves the right to allocate above 5/1/2003 and 5/1/2004 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 \$0.60 per hour, or \$4.20 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 be paid for one full hour. All overtime work must be reported to the union, prior to commencement of overtime work.
- 8) SPECIALTY WORK: the 50% overtime rule may be waived with the permission of the Union which may not be reasonably denied.
- 9) No work shall be performed on Labor Day.
- 10) When the Glaziers are sent to work outside the five boroughs of the City of New York, they shall receive an expense allowance of \$6.00 per day.
- 11) 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.
- 12) 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. If such men cannot work through no fault of their own two (2) hours of show up time will be paid. But if the employee leaves the job on his own, his wages stops at the time he left the job.
- 13) 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

- 14) 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.
- 15) 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.
- 16) 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.
- 17) Any employee injured on the job shall receive a full day's pay for the day on which the injury occurred.
- 18) 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.
- 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.

All jobs with duration of 5 days or more must be registered with the Union on written forms as provided by the Union.

Penalties schedule will be proposed by and agreed to by both the Window and Plate Glass Dealers Association and the Union.

#### **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. 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.
4. Steward reports are not required.

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

- A. 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 on all outside glazing, 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. 1281 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 out side 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.

- B. 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.
- 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 must attend a minimum of eight (8) hours of safety training per calendar year.



## **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.

## **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. In addition to any PIAF 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.

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

- A. 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.
- B. 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.
- C. 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.

- D. 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**

- A. 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.
- 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.L.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. The Employer shall employ at least one District Council #9 referred Glazier steadily

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
"	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

- D. 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.
- E. 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.
- F. On glass insulating units, 50% more men are to be employed than on the above schedule of men, as a safety factor.
- G. On glass insulating units of more than two (2) panes of glass, additional Glaziers shall be employed as a safety factor.
- H. Only tubular and wood door lites up to and including 38 X 78 inches may be set by one (1) man.
- I. All sizes will have a 30% 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**

A. The Employer must employ one (1) apprentice to the first four (4) journeymen steadily employed and may employ up to four apprentices as per ratio. All Employers who are subject to this Agreement must employ an apprentice or trainee, as herein provided. Such apprentice shall be employed for the full term of his apprenticeship, that is, four (4) years and until term of apprenticeship shall be completed satisfactorily to the Joint Apprenticeship Committee and the wages shall be as follows, as per the District Council No. 9 apprentice agreement:

	1 <sup>st</sup> Year Apprentice					2 <sup>nd</sup> Year Apprentice				
	6/1/00 - 4/30/01	5/1/01 - 4/30/02	5/2/02 - 4/30/03	5/1/03 - 4/30/04	5/1/04 - 4/30/05	6/1/00 - 4/30/01	5/1/01 - 4/30/02	5/1/02 - 4/30/03	5/1/03 - 4/30/04	5/1/04 - 4/30/05
Wages	12.00	12.30	12.88			14.75	15.38	16.10		
H&W	4.49	4.50	4.50			4.49	4.50	4.50		
Pension	1.20	1.40	1.60			1.50	1.75	2.00		
Annuity	-	-	-			3.08	3.25	3.39		
Vacation	-	-	-			2.08	2.15	2.25		
DC9-JAATF	0.28	0.35	0.35			0.28	0.35	0.35		
IUPAT-JATF	0.05	0.05	0.05			0.05	0.05	0.05		
I.P.F.	0.12	0.14	0.17			0.12	0.14	0.17		
L.M.C.F.	0.05	0.05	0.05			0.05	0.05	0.05		
IUPAT -PAT	0.05	0.05	0.05			0.05	0.05	0.05		
Check-off	0.36	0.37	0.39			0.51	0.53	0.55		

	3rd Year Apprentice					4th Year Apprentice				
	6/1/00 - 4/30/01	5/1/01 - 4/30/02	5/2/02 - 4/30/03	5/1/03 - 4/30/04	5/1/04 - 4/30/05	6/1/00 - 4/30/01	5/1/01 - 4/30/02	5/1/02 - 4/30/03	5/1/03 - 4/30/04	5/1/04 - 4/30/05
Wages	17.70	18.45	19.32			23.60	24.60	25.76		
H&W	4.49	4.50	4.50			4.49	4.50	4.50		
Pension	1.80	2.10	2.40			2.40	2.80	3.60		
Annuity	3.69	3.90	4.06			4.92	5.20	5.42		
Vacation	2.49	2.58	2.70			3.32	3.44	3.60		
DC9-JAATF	0.28	0.35	0.35			0.28	0.35	0.35		
IUPAT-JATF	0.05	0.05	0.05			0.05	0.05	0.05		
I.P.F.	0.12	0.14	0.17			0.12	0.14	0.17		
L.M.C.F.	0.05	0.05	0.05			0.05	0.05	0.05		
IUPAT -PAT	0.05	0.05	0.05			0.05	0.05	0.05		
Check-off	0.61	0.63	0.66			0.81	0.84	0.88		

- 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.
- D. 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.**

- A. 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.
  
- B. If a signatory Employer is also a member of the Union, the Employer must guarantee to place one journeyperson 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**

**Scope:** All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

**Description of work:** All repair and maintenance work described in the District Council #9 Glaziers Agreement.

**Craft Jurisdiction for repair, maintenance and fabrication agreement:**

- 1. Plate glass replacement
- 2. Residential glass replacement.
- 3. Residential mirrors and shower doors.
- 4. Storm windows and storm doors.
- 5. Residential replacement windows.
- 6. Herculite door repairs.
- 7. Door closer repairs.
- 8. Retro fit apartment house (non commercial buildings).
- 9. Glass tinting
- 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).

**REPAIR, MAINTENANCE and FABRICATION WAGE SCHEDULE:**

Fringe Benefits: Per hours worked	6/1/2000 -05/01/2001 -	05/01/2002 -	5/1/2003 -5/1/2004
	<u>4/30/01</u>	<u>4/30/02</u>	<u>4/30/03</u> <u>4/30/04</u> <u>4/30/05</u>
Wages	17.35	18.05	19.05    \$1.50 not \$1.55 not
Health & Welfare	4.49	4.50	4.50    yet    yet
I.B.P.A.T. Pension	2.60	2.75	2.85    allocated.    allocated.
Annuity	1.22	1.54	1.69
*Vacation	1.40	1.65	2.00
DC 9 J.A.A.T.F.	0.28	0.35	0.35
IUPAT JATF	0.05	0.05	0.05
L.M.C.F.	0.05	0.05	0.05
*IUPAT - P.A.T.	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>
TOTAL WAGES & BENEFITS	27.49	28.99	30.59
Total Taxable Wage	18.80	19.75	21.10
Benefit Package	10.14	10.94	11.54
*3% CHECK OFF:	0.56	0.59	0.63
Total Benefits (Stamp price)	10.70	11.53	12.17

*\*TO BE DEDUCTED FROM NET WAGES AFTER TAX COMPUTATION IS COMPUTED.*

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.

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

**Glass Handler's Assistant Scope of work:**

- 1.) The job duties of a glass handler assistant shall consist of helping a full rate maintenance mechanic in his/her job duties.
- 2.) Glass handler assistant's are only allowed to work on repair, maintenance and fabrication jobs as defined in Article 16; Scope, Description of work, and Craft Jurisdiction for repair, maintenance and fabrication agreement.
- 3.) A glass handler assistant can not work alone.
- 4.) Glass handler assistant ratio shall be 4 Journeymen to 1 assistant, no more than 4 assistants to one shop. This ratio shall include work performed on the job site (ie: If a job calls for 4 men, the ratio shall be 3 maintenance mechanics at the full maintenance rate and 1 glass handler assistant).

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

*\*Glass handler assistant ratio shall be 4 Journeymen to 1 assistant, no more than 4 assistants to one shop*

<u>Fringe Benefits:</u>	6/1/2000 - 05/01/2001 -	05/01/2002 -	5/1/2003 - 5/1/2004		
Per hours worked	<u>4/30/01</u>	<u>4/30/02</u>	<u>4/30/03</u>	<u>4/30/04</u>	<u>4/30/05</u>
Wages	8.68	10.83	13.35	not	not
Health & Welfare	4.49	4.50	4.50	yet	yet
I.B.P.A.T. Pension	0.75	0.75	0.75	allocated.	allocated.
Annuity	0.00	0.93	1.19		
*Vacation	0.00	0.99	1.40		
DC 9 J.A.A.T.F.	0.28	0.35	0.35		
IUPAT JATF	0.05	0.05	0.05		
L.M.C.F.	0.05	0.05	0.05		
*IUPAT - P.A.T.	<u>0.05</u>	<u>0.05</u>	<u>0.05</u>		
<b>TOTAL WAGES &amp; BENEFITS</b>	<b>14.35</b>	<b>18.50</b>	<b>21.69</b>		
Total Taxable Wage	8.73	11.87	14.80		
Benefit Package	5.67	7.67	8.34		
*3% CHECK OFF:	0.26	0.36	0.44		
<i>Total Benefits (Stamp price)</i>	<i>5.93</i>	<i>8.03</i>	<i>8.78</i>		

**\*TO BE DEDUCTED FROM NET WAGES AFTER TAX COMPUTATION IS COMPUTED**

**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.

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.

Payment of benefits and all other issues, including jurisdiction, shall be as outlined in the District Council #9 "Trade" and Glaziers Agreement.

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.

Any repair maintenance employee may perform new construction work with prior notification to the District Council and must be paid the appropriate construction rates and fringe benefits for the full day.

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.

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. FOUR (4) COUNTY COLLECTIVE BARGAINING AGREEMENT.**  
**EFFECTIVE June 1, 2000 THROUGH December 31, 2000.**

All parties to this agreement agree herein that the alternate wage and benefit scale set forth below is expressly limited to work performed within the jurisdiction of District Council #9 Glaziers, within the four (4) Counties of Ulster, Orange, Sullivan and Dutchess. Employees covered by this Agreement, within the aforementioned four (4) counties shall not be directed to or be permitted to perform any work outside of those four (4) Counties, without first notifying the Union, in advance of the commencement of performance of such work, and, in such event, the employer shall pay for such work at the wage and benefit schedule contained in the District Council #9 I.U.P.A.T. Glaziers Agreement. The alternate wage and benefit scale for covered work performed in Ulster, Orange,



Sullivan and Dutchess Counties shall be as follows:

<b>For a Period 06/01/2000 - 12/31/2000 only. Thereafter the DC 9 Glaziers, Journeypersons wage rate will take effect in these areas for the duration of this Agreement.</b>													
Taxable Wage Package	Total Wage & Benefit Package	Total Wage & Benefit	Check off 3% *	Health & Welfare	IBPAT Pension	DC 9 Vacation Annuity Fund*	JATF App Fund	IUPAT JAAFT AppFund	Uniform Fund	LMCF	PAT*		
\$19.00	\$21.30	12.93	\$31.29	\$0.64	\$4.49	\$3.00	\$2.00	\$2.25	\$0.28	\$0.05	\$0.12	\$0.05	\$0.05

*\*TO BE DEDUCTED FROM NET WAGES AFTER TAX COMPUTATION IS COMPUTED!*

In these areas only eight (8) hours shall constitute a days work. The hours of work shall be worked between 7:00 A.M. to 4:30 P.M.

The regular work week shall consist of forty (40) hours per week divided equally into five days, from Monday to Friday, inclusive.

Glaziers shall be paid overtime at the rate of time and one half for any time worked after 8 hours and for any work performed on a scheduled holiday. All contributions to District Council #9 Painting Industry Fund shall be paid in single time for actual hours worked.

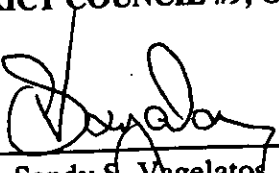
**Note:** Employees who perform work within the four counties covered by this Agreement shall not be assigned to or be allowed to perform work outside of those counties without their Employer having first obtained the express written permission of the Union. Violation of this provision shall be considered a major and serious Contract breach. Violations shall subject the Employer to appropriate compensatory and exemplary damages by the Joint Trade Committee and Joint Trade Board pursuant to Article 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 Four County Agreement, or who knowingly participate in its breach, shall have charges filed against him by the Union for appropriate discipline. This Four County Agreement shall not be misused, or used as a device to evade the application of the Glaziers Agreement to work outside of the four counties.

**Art. 18. TERM OF AGREEMENT**

This Agreement and all terms and conditions herein, shall be binding upon the parties hereto for a period commencing June 1<sup>st</sup> 2000 and ending April 30<sup>th</sup> 2005. 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.

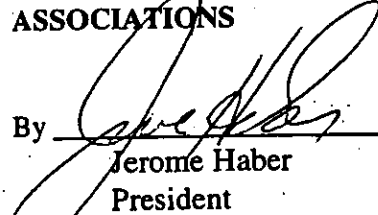
IN WITNESS WHEREOF, the parties here to have caused this Glaziers Agreement to be signed by their respective officers the day and year first mentioned above.

**DISTRICT COUNCIL #9, GLAZIERS:**

By  Date 7.20.2000  
Sandy S. Vagelatos  
Secretary-Treasurer

By \_\_\_\_\_ Date \_\_\_\_\_  
William O'Brien  
President

**FOR WINDOW PLATE GLASS DEALERS ASSOCIATIONS**

By  Date 7/20/2000  
Jerome Haber  
President

By \_\_\_\_\_ Date \_\_\_\_\_  
Secretary or  
Vice President

