

COLLECTIVE BARGAINING AGREEMENT

**OF
INTERNATIONAL UNION OF
PAINTERS & ALLIED TRADES
OF AMERICA & CANADA
AFL-CIO**

DISTRICT COUNCIL #4

**GLAZIERS
ARCHITECTURAL METAL**

**&
GLASSWORKERS**

OF

**WESTERN, CENTRAL AND NORTHERN NEW YORK
Buffalo, Rochester, Syracuse & Binghamton**

&

**INDEPENDENT GLAZING CONTRACTORS
OF WESTERN, CENTRAL AND NORTHERN NEW YORK**

Expires April 30th, 2025

TABLE OF CONTENTS

		Page
Article 1	Recognition Clause	4
Article 2	Union Security Clause	5
Article 3	Area of Agreement (Jurisdiction)	5-6
Article 4	Scope of Work	6 - 7
Article 5	Administrative Dues-Check off	8-9
Article 6	Industry Fund	10
Article 7	Hours of Work	11-12
Article 8	Out of Area Clause	12-13
Article 9	Joint Trade Board & Grievance Procedure	13-14
Article 10	No Strike/Lockout	14
Article 11	Support of Picket	14-15
Article 12	Accretion Clause	15
Article 13	Successor Clause	15
Article 14	Past Practice Clause	15
Article 15	Subcontracting Clause	16
Article 16	Management Rights	16
Article 17	Job Targeting	16
Article 18	Preservation of Work	17
Article 19	Employers Responsibilities	17-18

Article 20	Stewards	18
Article 21	Safety	18-19
Article 22	Training	19
Article 23	STAR Program	19
Article 24	Journeyman Upgrade Training Clause	19
Article 25	Supremacy	20
Article 26	No Discrimination Clause	20
Article 27	Just Cause & Top Workplace Performance Plan	20
Article 28	Hiring Procedure	21-22
Article 29	Trust Funds	22-27
Article 30	Wage & Fringe Benefits	28-40
Article 31	Vacations and Holidays	41-43
Article 32	Expenses	44-47
Article 33	Tool Requirement	47
Article 34	General Savings Clause	48
Article 35	Market Recovery Agreement	48-49
Article 36	Duration and Expectation	49
	Signature Page	50

AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 20_____, by and between

(name of contractor or contractor's association)

hereinafter referred to as the Employer and District Council #4 of Western ,Central
and Northern New York affiliated with the International Union of Painters and Allied Trades
(IUPAT) hereinafter referred to as the Union.

BASIC PRINCIPLES

It is the intent and purpose of the Parties hereto that this Agreement shall promote and improve the Industrial and Economic relationship between the Employer and the Union, to eliminate unnecessary strike, lockouts, and other interference with production and set forth the Basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

ARTICLE 1 RECOGNITION CLAUSE

The Employer recognizes, acknowledges, and agrees that I.U.P.A.T. District Council No. 4 is, within the meaning of Section 9 (a) of the National Labor Relations Act the exclusive representative for the purpose of collective bargaining of all Employer's employees wherever such employees may be employed in the following classifications of work:

Glaziers
Fabricators
Glassworkers
Apprentices

All work described and covered by I.U.P.A.T. Constitution, as outlined in Article 4, of this Agreement.

The employer agrees that the Union has been designated or selected for the purpose of Collective Bargaining by the majority of the employees in an appropriate unit, that said majority support has been demonstrated and that the Union is the exclusive representative of all employees in such a unit for the purpose of Collective Bargaining in respect of rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE 2
UNION SECURITY CLAUSE

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

A. The employer recognizes the right of any Union Member to refuse to work with an Employee who has worked for a period more than 8 days, and has not joined the Union, or made application as provided herein, and any refusal to work either concerted or otherwise, with such Employee or Employees, shall not constitute a breach of this agreement.

B. The Employer agrees to notify the Union during the first eight hours after any non-member has been hired, providing the name, address and social security number.

C. The Employer agrees to remove from work covered by this Agreement any Employees who has failed to perform his/her obligations to become and remain a Union member as provided for in this Agreement. Upon receipt of written notice from the Union stating that such Employee is delinquent, he shall be removed and shall not be re-employed by the Employer until he performs such obligations as provided for in this Agreement.

ARTICLE 3
AREA OF AGREEMENT (JURISDICTION)

Section 1. The Geographic Jurisdiction covered by District Council #4 shall be the following counties in the State of New York:

The Counties of Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, Steuben, St. Lawrence, Tioga, Tompkins, Wayne, Wyoming and Yates.
(33 Total)

Section 2. Rochester Jurisdiction (Territory)

The jurisdiction of Local Union #677 (Rochester) includes the following counties: Monroe, Wayne, Seneca, Ontario, Livingston, and Yates County.

(b) General glazing shall include the setting, cutting, preparing, handling, or removal of the following:

Art Glass, Prism Glass, Beveled Glass, Leaded Glass, Automobile Glass, Protection Glass, Plate Glass, Window Glass, Mirrors of all types, Wire Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass, and all other types of Opaque Glass, Glass Chalk Boards, Structural Glass, Tempered and Laminated Glass, Thiokol, Neoprene, and all other types of insulating glass units, all plastics or other similar materials when used in place of glass, to be set or glazed in its final resting place with or without putty, molding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, show bases, book cases, sideboards, partitions and fixtures. The installation of the above materials when in the shop or, either temporary or permanent on or for any building in the course of repair, remodel, alteration or construction, installation of all temporary enclosures.

The installation 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 and relative materials including those in any or all types of building related to store front and window construction.

Door and window frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath enclosures, storm sash where the glass becomes an integral part of the finished product, including the installation of the above.

Bevelers, Silverers, Scratch Polishers, Sandblasters, Flat Glass Wheel Cutting, Miter Cutters, Engravers, Hole Drilling, Machine Operations, Belt Machines, and all machines used in the processing of glass. Automatic beveling, silvering, grinding, polishing, unpacking, and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing, and fabrication and assembling of all insulation units, mounting of mirrors and the operations of all machines and equipment for these operations. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass.

Engravings, drafting, etching, embossing, designing, sandblasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers, and glaziers in lead or other glass metals.

(c) The Employer may deliver material with glassworkers to the jobsite, if there are no glaziers on the jobsite. The material may be unloaded on the following basis:

- (1) Unloading shall be at one central location on the first floor and the materials shall be such that one man may safely handle it.
- (2) Such unloading is not to amount to any appreciable work loss to the glaziers.
- (3) If there are glaziers on the job, they shall do all the unloading.

ARTICLE 5
ADMINISTRATIVE DUES-CHECK-OFF

1. Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:

- a. The Union will notify the Employer in writing of the amount of administrative dues specified in the by-laws and will submit to the Employer a copy of the bylaws or the applicable by-law provision.
- b. For each payroll period the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
- c. On or before the 15th day of each month the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

2. When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto and the bylaws of that other Union contain a provision for administrative dues or Business Representative "assessment", the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues and Business Representative "assessment" in the amount stated in that other Union by-laws, and shall remit that amount to that other Union. In that event, that other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off from the wages, the procedure specified in Section (1) a-c will be followed except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or Business Representative "assessment" specified in its by-laws, and to submit to the Employers a copy of the by-laws or applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto, and the by-laws if that other Union contain no provision for administrative dues or Business Representative "assessment", the Employer shall continue to be bound by Section (1).

3. The obligations of the Employer under Section (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card or I.U.P.A.T. membership application form.

4. At the time of the employment of any employee the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the Employer, one copy retained by the employee and the other returned to the Union. The form will be supplied to each Employer by the Union.

5. On or before the 15th day of each month the Employer will submit to the Union a list of all employees covered by this Agreement who have not signed a dues deduction authorization card together with the number of hours worked by each such employee during the month previous.

6. Any Employer who becomes delinquent in remittance of dues check-off to the Union may, at the Unions discretion, be made to remit the dues check-off on a weekly or bi-weekly basis.

7. Commencing May 1, 2022 and for so long as the employee has signed an authorization permitting the withholding from wages as more particularly set forth hereinafter, each Employer agrees to withhold from wages of the employees covered by this Agreement, the following sum per hour: Effective May 1, 2022, (7%) Rochester Region, (6 ½ %) Syracuse Region, (5%) Binghamton Region, (5%) Western New York Region, of the Basic Wage Rate called for in this Agreement as specified in Article 30, Section 1 above as five percent (5%) Dues Check-Off and (2%) Rochester Region, (1.5%) Syracuse Region, (\$0.50) Binghamton Region Union Savings, as well as \$9.00 per week for Local Union Dues (Rochester, Syracuse and Binghamton Regions). The authorization form is as follows:

8. DUES ADMINISTRATION AUTHORIZATION CARD

TO: Any Employer by whom I am employed during the balance of the 2022-2025 contract between Glaziers and Glass Workers Local Union #677 and Glazing Contractors of Rochester, New York and vicinity. I authorize such employers Roch/Syr/Bing to deduct from my pay for each week the sums of (\$9.00) per week for Local Union Dues. Two percent (2%) Rochester Region, (1.5%) Syracuse Region, of my gross wages for Union Savings, and five percent (5%) of my gross wages for Dues Check-Off during the period May 1, 2022 to April 30, 2025, owing to District Council 4 of Western, Central & Northern New York. Binghamton region is (\$0.50) per hour for union savings & 5% of gross wages for Dues Check-off for the period of May 1, 2022 - April 30, 2025. Rochester/Syracuse/Binghamton \$0.10 per hour for Organizing fund. Such deductions shall be made from my pay on each regularly scheduled payday and remitted to such bank, or agent designated by the Union no later than the 15th day of the following month which deductions shall be made. This authorization and assignment shall become effective with the date of execution of the agreement between the same Union and yourself and shall continue in full force and effect for a period not to exceed one (1) year or the life of this agreement, whichever occurs sooner, and for any subsequent period thereafter unless revoked by me within fifteen (15) days immediately preceding such contract term of one (1) year, whichever occurs sooner. The above revocation must be in writing and bear my signature and the date.

DATE:

SIGNATURE:

ARTICLE 6

DC4 Glaziers & Glass Workers Industry Fund

Section 1. The Industry Fund will be established as a labor management committee for the purposes set forth under Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. 186(c). Contributions to the Industry Fund will be used to improve the competitiveness of Employers in the industry through (a) financial subsidies on specific jobs, (b) promotional activities to expand the market for glazing and glass worker services, (c) programs to promote the sharing of technical and business skills of Employers and workers and the development of new skills, and (d) the improvement of communication between the Employers and the Union.

Section 2. The parties agree to be bound by the Agreement and Declaration of Trust establishing the Industry Fund and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees of the Industry Fund such Trustees as are named, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust.

Section 3. For each hour worked (paid), on or after the effective date of this Agreement, on a prevailing rate project under NYS Labor Law Section 220 where the prevailing rate of non-taxable fringe benefit fund contributions is greater than as otherwise set forth in this Agreement (the "Excess Amount"), the Employer shall pay the following amounts for all employees of the Employers covered by this Agreement:

- a.) Rochester Region: Two dollars and nine cents (\$2.09) per hour
- b.) Syracuse Region: Three dollars and eighteen cents (\$3.18) per hour
- c.) Buffalo Region: One dollar and fifty cents (\$1.50) per hour AND to the

District Council 4 Health & Welfare Fund and Glaziers 660 Annuity Fund, such amounts per hour worked as the Union shall direct pursuant to the vote of the members. In no event shall the sum of the amounts set forth in c.) of this Section 3 be more than the "Excess Amount".

Section 4. Payments to the DC#4 Glaziers and Glass Workers Industry Funds shall be paid no later than the 30th day following the end of the month for which payments are due. One check for the total amount due shall be remitted to the DC #4 Trust Fund Office by the 30th day of that month.

ARTICLE 7 HOURS OF WORK

1. The regular workday shall be 8 working hours. The regular workweek shall be 40 hours. The regular workweek shall be Monday through Friday inclusive. All work over 8 hours in any one day and over 40 hours in any week shall be paid at the rate of one and one-half times at the regular rate. This pertains to all shifts.
2.
 - a. The employer may designate a 4-day 10 hour per day work schedule at straight time after notification to the union and where it is permissible and permitted by law.
 - b. Once the work schedule is established the work schedule may not be changed again without notification to the union.
 - c. In the event of work lost due to inclement weather conditions, when working a 4-day work week Friday shall be a make up day at straight time where it is permissible and permitted by law.
 - d. Saturday may also be a makeup day at straight time when work is lost due to inclement weather conditions or circumstances beyond the control of the employer during the regular workweek. Saturday will be on a voluntary basis (the makeup day shall be offered to the whole crew). Where permissible by law. (Private work)
3. Work performed on a Saturday workday shall be at the rate of one and one-half times the regular rate. Work performed on a Sunday shall be the rate of double times the regular rate. Saturday and Sunday will be on a voluntary basis where permissible by law.
4. Work performed on any recognized holidays shall be paid at the double time rate.
5. Employee's shall be allowed five (5) minutes before lunch and ten (10) minutes before quitting time to wash, bulk caulkers shall be given sufficient clean up time.
6. Employee's shall receive a ten (10) minute break each morning. Employee's shall receive a 1/2-hour unpaid lunch. Employee's shall receive a 1/2 hour unpaid meal break after 10 hours of work.
7. Shift differential shall apply when a shift begins prior to 6:00am or after 12:00 noon. The rate of pay shall be \$2.00 per hour above the applicable wage scale for the entire shift.
8. Except for circumstances beyond the control of the employer, if an employee is not advised that there will be no work for him on an ensuing day and the employee reports for work at the proper time and then has no work assigned for him, the employer shall pay such employee two (2) hours pay. In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid for hours worked rounded to the next hour. In the event that the weather is such that normal work cannot be performed, the men shall be placed on other jobs wherever possible. The Employer shall attempt to notify the men before they leave for work. The employee shall also attempt to call the Employer to see if work can be performed during inclement weather. Show-up time

is paid due to inclement weather only after work starts.

9. The Employer will notify the Union of all layoffs by 3:00pm on day of layoff. It will also be the responsibility of the employee to notify the Union when laid off.

10. When an employee is laid off they shall be paid in full on the next regular payday. This applies only to contractors who are signatory to District Council #4. All out of area contractors of District Council #4 will pay in full the day of lay off.

11. If an employee has missed a day because of illness, or personal reasons, he may, by mutual agreement between Employer and the employee, make up the sick day at straight time on Saturday.

ARTICLE 8 OUT OF AREA CLAUSE

Section 1 The Contractor or the employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union Party to this Agreement shall employ not less than 50% of the men employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any other shall be employed only from the Contractor's home area.

Section 2 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the IUPAT affiliated union in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated union has an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b)(i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement, or through the procedure for settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.

Section 3 Employees working within the Jurisdiction of District Council #4 shall be paid the higher of either their home regional wage rate and benefits or the regional wage rate and fringe benefits where the work is being performed. All fringe benefits shall be paid to each employee home Local Union fringe benefit funds.

ARTICLE 9 JOINT TRADE BOARD AND GRIEVANCE PROCEDURE

1. The parties shall establish and maintain a Joint Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees shall have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary, to serve such terms as may be agreed upon by the Board, provided that one such officer shall be the Union appointee and one an Employer appointee.
2. The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.
3. All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party. The Employer Representative and the Union Representative will first meet within three (03) days to discuss the dispute and attempt to resolve it prior to filing the dispute with the Board for resolution.
4. The Joint Trade Board shall meet as needed, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in a dispute.
5. No Union representative shall sit as Board member in any case involving himself or herself or his or her Employer, directly or indirectly, and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly. In any event a member is involved in the dispute then an alternate will be selected by their representative. In all cases the voting power of Employer and Union will be on an equal basis.
6. Decisions, awards, or orders of the Board shall be final and binding.
7. The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

8. The Joint Trade Board, as such, shall not accept or receive any payments or contributions from employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.

9. In all matters before the Joint Trade Board for a decision, a majority vote of all members of the Board will rule. In the case of a tie vote and/or the Joint Trade Board's becoming deadlocked, the Joint Trade Board will petition the New York State Mediation Board to furnish one of its members to sit with the committee and determine the proper decision. If, for some reason, the said Mediation Board is unable to furnish one of its members, the Joint Trade Board shall request a panel of arbitrators from the American Arbitration Association and the Joint Trade Board shall select from such panel one (01) member to sit with them as chairman. The decision shall be binding on all parties concerned. All expenses of the arbitration, except the cost to each party of its representative, attorneys, and witnesses, shall be borne by the loser.

10. With respect to any individual employer that fails to comply with a final binding decision issued at any level of this grievance procedure, the Union may terminate this Agreement by 48 hours written notice to such Employer.

11. Provided that both parties comply with the provisions of this Article and abide by the decision of the Joint Trade Board and/or the arbitrator appointed pursuant hereto, there shall be no suspension of work, strike or lockout during the term of this Agreement.

12. Notwithstanding Section 11, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.

13. The remedies and sanction specified in Section 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

ARTICLE 10 NO STRIKE/LOCKOUT

When the employer and the Union conforms to all terms and conditions of this contract the Union and Employer agree that there will be no strikes, lockouts, or work stoppages during the length of this agreement.

ARTICLE 11 SUPPORT OF PICKET

Section 1. Employees covered by this Agreement shall have the right to respect any legal picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate labor dispute with any bona fide labor organization.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an Employee refuses to enter upon any property involved in labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement, and including picket lines at the Employer's own place of business or jobs.

Section 3. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any Employee refuses to perform any service which his Employer undertakes to perform for an Employer or per whose Employees are on strike, and which service, but for such strike, would be performed by the Employees of the Employer or person on strike.

ARTICLE 12 ACCRETION CLAUSE

This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions pertaining to the bargaining unit, including but not limited to newly established or acquired operations.

ARTICLE 13 SUCCESSOR CLAUSE

This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

It is the intent of this Agreement that in the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notices shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction, not including financial details.

ARTICLE 14 PAST PRACTICES CLAUSE

The Employer agrees that all conditions of employment in the Employer's operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement are made elsewhere in this Agreement.

ARTICLE 15
SUBCONTRACTING CLAUSE

Should the employer subcontract or employ other than glaziers for any of said work under conditions permitted by this agreement, the employer agrees to advise and discuss such subcontracting or hiring of other trades, with the union before actually selecting the subcontractor or other trades. If the union and the employer cannot agree over the assignment of work the employer agrees to give the original assignment of work to the glaziers and be governed by the procedure rules for settlement of jurisdictional disputes pursuant to Article 9 of this Agreement.

ARTICLE 16
MANAGEMENT RIGHTS

Section 1. Except as expressly otherwise provided in this Agreement, the Employer shall have full right to direct the process of the work and exercise all function and control including, but not limited to, the selection of the kind of materials, supplies or equipment used in the prosecution of the work, the determination of the competency and qualifications of his/her Employees and the right to discharge any Employee for any just, sufficient cause.

Section 2. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug & Alcohol Policy. All such substance abuse programs or policies shall be submitted to the union for review prior to implementation by the Employer.

The goals of the parties is to provide a safe and rational work place where the employees can attain productive standards which are consistent with that expected for the negotiated wage and which are consistent with maintaining the viability of the unionized Painting & Allied Trades contracting industry. The contractor has the right to require an employee who has incurred an injury requiring medical attention to undergo drug testing within a reasonable period of time after the injury provided that the employee is physically capable of undergoing the testing. Any employee who refuses to undergo drug testing shall be subject to immediate termination.

Any contractor who is required by contract to provide pre-hire drug testing for its employees shall utilize the services of an accredited service provider. Examples are Union Occupational Health Clinic, Health Works or any other accredited service. All costs shall be the responsibility of the employer.

ARTICLE 17
JOB TARGETING

The terms and conditions of this Agreement may be modified by the duly elected Business Manager/Secretary Treasurer of the I.U.P.A.T. District Council #4 for the purpose of organizing, holding a job Union, maintaining or entering a particular market segment, and for entering into Maintenance Agreements.

ARTICLE 18 PRESERVATION OF WORK

Section 1. To protect and preserve, for the Employees covered by this Agreement, and all work covered by this Agreement, and to prevent any devices or subterfuge to avoid the protection and preservation of such work it is agreed as follows: If the Employer performs onsite 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, (exercise directly) through family members or otherwise, management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquency that resulted by the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channel.

Section 3. If, after the Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violations, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or The Joint Trust Fund, plus cost of litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article, which may be available to the Union and/or The Joint Trust Funds.

ARTICLE 19 EMPLOYERS RESPONSIBILITIES

Section 1. Employers signatory to this Agreement shall place a Surety Bond or cash equivalent with the Union to protect non-payment of wages and fringe benefits. This bond shall be equal to the Employer's previous twelve (12) month average total fund remittance but a minimum of \$20,000.00.

Also, the employer may, at the discretion of the Union, be required to pay fringe benefits as outlined in Article 30 on a weekly basis. IN SUPPORT OF THOSE EMPLOYERS MAKING FRINGE BENEFIT PAYMENTS ON A TIMELY SCHEDULE AS OUTLINED IN ARTICLE 30, OTHER EMPLOYERS WORKING IN THE DC#4 AREA AS OUTLINED IN ARTICLE 3,

HAVING NO PREVIOUS HISTORY OF PAYING FRINGE BENEFITS AND/OR CAN NOT PRESENT A SURETY BOND, SHALL BE REQUIRED TO PAY THE FRINGE BENEFITS ON A WEEKLY BASIS. FAILURE TO MEET A WEEKLY PAYMENT SCHEDULE GIVES THE UNION THE RIGHT TO REMOVE ALL EMPLOYEES.

Section 2. The Employer agrees that regardless of the number of employees he employs, he will provide and cover such employees with Workmen's Compensation, Social Security, New York State Unemployment and Disability Insurance.

Section 3. Members of the Union will not be permitted to work for any Employer, nor will the Union enter into a contract with any Employer who does not prove to the Union's satisfaction that the above coverage is provided for the employee.

Section 4. All out-of-state Employers agree to sign a New York State application for voluntary DBL (Forms DB13S) and a voluntary application for coverage under Section 561 of the New York State Unemployment Insurance law before work commences.

Section 5. Employers signatory to this collective bargaining agreement shall provide paid sick leave as required by New York Labor Law 196-b.

ARTICLE 20 **STEWARDS**

Shop Stewards and Glazier stewards shall be designated in all shops by the Union and mutually agreed upon by the employer (excluding superintendents). Job Stewards shall be placed on all large jobs at the discretion of the Union. All stewards shall be allowed sufficient time during the regular working hours to perform their duty. The employer shall not dismiss any steward from properly performing their duties. All stewards must complete stewards training course.

Stewards shall have top seniority on the job or at the shop, which they are assigned. Stewards may be relieved of their duties at any time at the discretion of the Local Union. Stewards' duties shall be as follows:

1. See the provisions of this Agreement are observed.
2. Receive and endeavor the first step on all grievances which may be submitted to him.

The Employer shall submit a list of all eligible stewards. Stewards shall have no authority to threaten, encourage work stoppage or work slowdown; such action shall be grounds for dismissal.

ARTICLE 21 **SAFETY**

Section 1. The Employer and the Union (the members) agree that during the life of this Agreement, they will comply with all applicable federal and state laws concerning occupational safety and health including all applicable standards, rules and regulations issued pursuant thereto.

Section 2. Physicals shall be mandatory (at the employers discretion) at the start of employment. Cost to conduct the physical shall be paid for by the employer.

Section 3. Based on the results of the physical, it shall be at the sole right of the employer to determine whether employee shall be eligible for work or be deemed unemployable and be removed from the active list for that employer.

Section 4. Employee shall be required to submit to an annual physical, at the sole discretion of the employer.

Section 5. The use of cell phones will be limited to breaks and lunches unless authorized by employer or foreman.

ARTICLE 22 **TRAINING**

Section 1. All employees must complete twenty-four (24) hours of Journeyman Upgrading or Health and Safety Training provided by the F.T.I. through the recommendations of the Glazing curriculum committee and the employers per contract year to maintain employment.

Section 2. Upon the union and the Employers training schedule approval the union shall submit to the employers a list of classes, names and hours of members attended relating to the approved schedule.

Section 3. In the event the approved training schedule and commitment is not met the employer and the union will agree to meet to negotiate the continuation of training contributions.

ARTICLE 23 **STAR PROGRAM**

The parties of this agreement shall, as soon as is practicable, participate and implement the STAR Program. Upon approval by the parties for implementation of the STAR Program, this agreement shall be deemed modified to include such provisions without the necessity of formal amendment. (Safety Training Awards Recognition)

ARTICLE 24 **JOURNEYPerson UPGRADE TRAINING CLAUSE**

A program shall be offered by the District Council (or Local Union) Apprenticeship Program for advanced or upgraded journeyperson training for all journeypersons working under this agreement. Journeypersons shall be required to take such courses in accordance with the recommendations as set forth by the JATC Trustees.

The union will encourage all glaziers to attain and maintain their AGMT certification. Signatory Contractors will be encouraged to attain and maintain their NACC certification.

ARTICLE 25
SUPREMACY

The Employer agrees not to enter into any Agreement or contract with his Employees, who are performing work covered by this Agreement, individually or collectively, which in any way conflicts, with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 26
NO DISCRIMINATION CLAUSE

Any Employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any Employee because of Union membership or activities. Nor shall any Employee be discriminated against due to sex, race, creed, national origin, age, disability or sexual preference. No Employee fulfilling requirements of District Council #4 bylaws may be discriminated against for so doing. All Employee members will be qualified to perform all aspects of the trade.

ARTICLE 27
JUST CAUSE & TOP WORKPLACE PERFORMANCE PLAN

Section 1: The Employer may layoff for lack of work, and discharge any Employee as he may determine, provided such Employee is given specific reason.

Section 2: Should any member referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

Section 3: A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination cause. For the purpose of this provision, a decision of the Joint Trade Board and/or an arbitrator shall be final and binding.

Section 4: The provisions in subsections (2) and (3) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE 28
HIRING PROCEDURE

SECTION 1. ROCHESTER, SYRACUSE & BINGHAMTON REGIONS ONLY

It is the intent of the parties to establish a non-exclusive referral procedure for the hiring of Union members. The procedure shall operate as follows:

- a.) The Employer shall have the right to hire job applicants from any source, without regard to the applicant's membership (or lack thereof) in the Union.
- b.) The Employer shall have the right to secure suitable, qualified job applicants from the Union. Referrals by the Union shall only include members in good standing whose referral privileges are not then under suspension. The Employer may reject any referral made hereunder.
- c.) The Employer may request any Union member by name and such request shall be granted provided the requested employees are available and willing to accept the employment.
- d.) If the Employer refuses the applicant(s) referred by the Union, the Employer shall notify the Union of the name of the applicants(s) hired.

SECTION 2. WESTERN NEW YORK / BUFFALO REGION ONLY

All hiring and referrals shall be in accordance with the following procedure:

- a.) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- b.) The Employer has the right to reject any applicant for employment based on ability.
- c.) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules or regulations, bylaws, constitutional provisions or any other aspect or obligation of the Union membership policies or requirements.
- d.) The Union shall maintain a register of applicants for employment established on the basis of the following groups:

GROUP 1. Glaziers and Apprentices

GROUP 2. Fabricators and Glassworkers

e.) If the registration list is exhausted and the Union is unable to supply applicants for employment to the Employer within 24 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union promptly of the name, address and Social Security number of such directly hired employees.

f.) Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer in the order of their places on the register.

g.) Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group.

h.) The Employer will have the right to recall any employee within 6 months of layoff regardless of position on list.

i.) Any new applicant entering in, as an entry-level journeyman, shall be placed on a probation period to evaluate skills or any other training recommendations that maybe required. Upon ninety (90) working days of employment employer shall submit to the union a complete evaluation for review. The union and the employer will mutually agree upon pay rate prior to employment and where permissible by law.

ARTICLE 29 **TRUST FUNDS**

SECTION 1. Contributions to the International Painters and Allied Trades Industry Pension Fund, IUPAT Annuity Fund and the Finishing Trades Institute and the Painters and Allied Trades Labor Management Partnership.

For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund ("the Pension Fund"), the IUPAT Annuity Fund (as applicable), the Finishing Trades Institute ("FTI") and the Painters and Allied Trades Labor Management Cooperation Initiative ("LMCI") for each employee covered by this Agreement as follows:

a.) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution as per Article 30 of this Agreement to the Industry Pension Fund, IUPAT Annuity Fund (as applicable), FTI and to the LMCI. (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked).

b.) Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes but is not limited to, apprentices, journeymen, trainees and probationary employees.

c.) The payments to the Industry Pension Fund, the IUPAT Annuity Fund, FTI Apprenticeship and LMCI Funds described above shall be made separately to each

respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective fund. The Employer hereby understands, accepts and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declaration of Trust as though it had actually signed the same.

d.) The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including but not limited to, the IUPAT Industry Pension Fund, the IUPAT Annuity Fund, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.

e.) The Employer and Union hereby irrevocably designates as its representatives on the Board of Trustee of the IUPAT Industry Pension Fund, the FTI and the LMCI such Trustees as are now serving, and who will in the future serve, as Employer and Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

f.) The parties hereby further agree to be bound by all actions taken by the Trustees of the IUPAT Industry Pension Fund, the IUPAT Annuity Fund, the FTI and the LMCI Funds pursuant to the said Agreements and Declarations of Trust.

g.) All contributions to the Funds described in paragraph 1 hereof shall be made on or before the 30th day of the month following the close of the preceding month's payroll, and the Trustees shall have the authority to have certified public accountants audit the payroll, wage and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

h.) If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within fifteen (15) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no strike" clause, which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

i.) Each of the respective Funds described in paragraph 1 hereof shall, at all times conform with the requirements of the Internal Revenue Code and other applicable

laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

SECTION 2. FINISHING TRADES INSTITUTE OF WESTERN AND CENTRAL NEW YORK - By Agreement and Declaration of Trust dated January 12, 1999, the Employer(s) and the Union established the FINISHING TRADES INSTITUTE OF WESTERN AND CENTRAL NEW YORK (FTI of WCNY) -

- a. The Agreement and Declaration of the Trust shall become part hereto.
- b. Payment of benefits shall be based on hours worked.

SECTION 3. PAINTERS DISTRICT COUNCIL NO. 4 HEALTH & WELFARE FUND (PAP)- By Agreement and Declaration of Trust dated September 28, 1966, the Employer(s) and the Union establish PAINTERS DISTRICT COUNCIL NO. 4 HEALTH & WELFARE FUND. The following shall apply to DC #4 Health & Welfare Fund:

- a. The Agreement and Declaration of Trust shall become a part hereof.
- b. Payment of this benefit shall be based on hours worked.
- c. Commencing with the date hereof and for the duration of this agreement, and any renewals or extensions thereof, the Employer agrees to make payment to the IUPAT Industry Pension Fund, IUPAT Annuity Fund for each applicable employee covered by this Agreement in accordance with the schedule set forth in Article 30 Wages or as determined by the membership.
- d. The employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving or who will in the future serve as employer trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said agreement and Declaration of Trust as amended from time to time.
- e. All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may at time conduct an audit in accordance with the Agreement and Declaration of Trust.
- f. If an employer fails to make contributions within fifteen (15) days after the date required by the Trustees the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause, which may be provided or set forth elsewhere in this agreement.

SECTION 4. PAINTERS DISTRICT COUNCIL NO. 4 LABOR MANAGEMENT COOPERATION INITIATIVE TRUST FUND by Agreement and Declaration of Trust dated May 1, 2007 the Employer(s) and the Union establish the PAINTERS DISTRICT COUNCIL NO. 4 LABOR MANAGEMENT COOPERATION INITIATIVE (LMCI) TRUST FUND

- a. The Agreement and Declaration of the Trust shall become part hereto.
- b. Payment of benefits shall be based on hours worked.

SECTION 5. GLAZIERS L.U. #660 ANNUITY TRUST FUND - By Agreement and Declaration of Trust dated December 1, 1966 the Employer(s) and the Union established the Glaziers Local Union #660 Annuity Trust Fund retirement Individual Account Plan (IAP). The following shall apply to Glaziers L.U. #660 Annuity Fund:

- a.) The Agreement and Declaration of Trust shall become part hereof.
- b.) Payment of Benefits shall be based on hours worked.
- c.) Commencing with the date hereof and for the duration of this agreement and any renewals or extensions thereof the Employer agrees to make payment to the IUPAT District Council 4 Glaziers Local Union #660 Annuity Trust Fund (IAP) for each applicable employee covered by this Agreement in accordance with the schedule set forth in Article 30 Wages or as determined by the membership.
- d.) The employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving or who will in the future serve as employer trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said agreement and Declaration of Trust as amended from time to time.
- e.) All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may at time conduct an audit in accordance with the Agreement and Declaration of Trust.
- f.) If an employer fails to make contributions within fifteen (15) days after the date required by the Trustees the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause, which may be provided or set forth elsewhere in this agreement.

SECTION 6. Glaziers L.U. #660 SUPPLEMENTAL UNEMPLOYMENT BENEFIT (S.U.B.) FUND by Agreement and Declaration of Trust dated December 1, 1996, the Employer(s) and the Union established the Glaziers L.U. #660 S.U.B. Fund. The following shall apply to Glaziers L.U. #660 S.U.B. Fund:

- a.) The Agreement and Declaration of Trusts shall become part hereto.
- b.) Payment of benefits shall be based on hours worked.
- c.) Commencing with the date hereof and for the duration of this agreement and any renewals or extensions thereof the Employer agrees to make payment to the Glaziers L.U. #660 S.U.B. fund for each applicable employee covered by this Agreement in accordance with the schedule set forth in Article 30 Wages or as determined by the membership.
- d.) The employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving or who will in the future serve as employer trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said agreement and Declaration of Trust as amended from time to time.
- e.) All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may at time conduct an audit in accordance with the Agreement and Declaration of Trust.
- f.) If an employer fails to make contributions within fifteen (15) days after the date required by the Trustees the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause, which may be provided or set forth elsewhere in this agreement.

On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate Schedule 2" and adopt the following required increases to hourly Pension Fund contributions:

- Effective May 1st 2022, there shall be a *minimum* increase of 8% above the existing hourly pension contribution rate (as of January 1st 2022).
- Effective May 1st 2023, there shall be a *minimum* increase of 6% above the existing hourly pension contribution rate (as of January 1st 2022).
- Effective May 1st 2024, there shall be a *minimum* increase of 6% above the existing hourly pension contribution rate (as of January 1st 2022).

Effective January 1st 2022, and each year thereafter, the Pension contribution called for in this agreement shall increase by a *minimum* of 5 percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union will notify the employers of the new Pension rate each year. Such increase shall take place on May 1st each year.

ARTICLE 30

ROCHESTER GLAZIERS
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
Glazier	\$27.05	\$27.70	\$54.75

Foreman's Pay ADD \$2.00 per hour Crew of (4) men or more

ADD \$3.00 per hour Crew of (8) men or more

* There shall be only 1 Foreman per job/shift unless the employer chooses to have more

* Foreman pay to be paid throughout job once rate is established, regardless of crew size.

Height Pay ADD \$2.00 per hour whenever working on suspended scaffold
(swing stage) or 100' machine or larger

Fringe Benefits:

Health & Welfare Fund (PAP)	\$10.70
IUPAT Annuity Fund	\$ 8.90
IUPAT Pension Fund	\$ 6.85
IUPAT F.T.I.	\$ 0.10
IUPAT L.M.C.I.	\$ 0.10
DC4 FTI of W&CNY	\$ 0.90
<u>DC4 S.T.A.R.</u>	<u>\$ 0.15</u>

Total Fringe Benefit Package \$27.70

Above benefits based on hours worked

Wage Deductions:

DC4 Dues Check-off: Journeymen: (5%) of gross wages

Local Union Dues Check-off: (2%) of gross wages

Local Union Over The Counter (OTC) Dues: \$9.00/Wk.

DC4 Organizing Fund: \$0.10 per hour

IUPAT Administrative Dues Check-off: \$0.10 per hour

The following increases will take place on the dates listed below. The allocation shall be determined by a vote of the membership each year:

Yearly Increases:

5-1-23: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

5-1-24: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

ROCHESTER GLAZIER APPRENTICE RATES

Rates effective May 1, 2022:

Program Code	OJT Hours	Rate Per Hour	Total Fringes	Total Package
1A	0000 - 1000	\$17.00	\$13.55	\$30.55
1B	1001 - 2000	\$18.00	\$13.55	\$31.55
2A	2001 - 3000	\$19.00	\$19.55	\$38.55
2B	3001 - 4000	\$20.00	\$19.55	\$39.55
3A	4001 - 5000	\$21.00	\$20.55	\$41.55
3B	5001 - 6000	\$22.00	\$20.55	\$42.55
4A	6001 - 7000	\$23.00	\$21.55	\$44.55
4B	7001 - 8000	\$24.00	\$21.55	\$45.55

Fringe Benefits:

Program Code	H&W Fund	IUPAT Pension	IUPAT Annuity	IUPAT LMCI	IUPAT FTI	FTI of W&CNY	STAR	Total Fringes
1A	\$6.00	\$6.45	\$0.00	\$0.10	\$0.10	\$0.75	\$0.15	\$13.55
1B	\$6.00	\$6.45	\$0.00	\$0.10	\$0.10	\$0.75	\$0.15	\$13.55
2A	\$7.00	\$6.45	\$5.00	\$0.10	\$0.10	\$0.75	\$0.15	\$19.55
2B	\$7.00	\$6.45	\$5.00	\$0.10	\$0.10	\$0.75	\$0.15	\$19.55
3A	\$7.00	\$6.45	\$6.00	\$0.10	\$0.10	\$0.75	\$0.15	\$20.55
3B	\$7.00	\$6.45	\$6.00	\$0.10	\$0.10	\$0.75	\$0.15	\$20.55
4A	\$7.00	\$6.45	\$7.00	\$0.10	\$0.10	\$0.75	\$0.15	\$21.55
4B	\$7.00	\$6.45	\$7.00	\$0.10	\$0.10	\$0.75	\$0.15	\$21.55

Wage Deductions:

DC4 Dues Check-off: (3%) of gross wages

Local Union Dues Check-off: (2%) of gross wages

Local Union Over The Counter (OTC) Dues: \$9.00/Wk.

DC4 Organizing Fund: \$0.10 per hour

IUPAT Administrative Dues Check-off: \$0.10 per hour

Yearly Increases:

5-1-23: \$0.50 increase in wage for each tier + \$0.35 increase for each tier into the Pension

5-1-24: \$0.50 increase in wage for each tier + \$0.35 increase for each tier into the Pension

SYRACUSE GLAZIERS
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
Glazier	\$26.05	\$23.64	\$49.69
Foreman's Pay	ADD \$2.00 per hour	Crew of (4) men or more	
	ADD \$3.00 per hour	Crew of (8) men or more	
* There shall be only 1 Foreman per job/shift unless the employer chooses to have more			
* Foreman pay to be paid throughout job once rate is established, regardless of crew size.			
Height Pay	ADD \$2.00 per hour	whenever working on suspended scaffold (swing stage) or 100' machine or larger	

Fringe Benefits:

Health & Welfare Fund (PAP)	\$9.70
IUPAT Annuity Fund	\$7.04
IUPAT Pension Fund	\$5.70
IUPAT FTI	\$0.10
IUPAT LMCI	\$0.10
DC4 FTI of W&CNY	\$0.85
<u>DC4 STAR</u>	<u>\$0.15</u>

Total Fringe Benefit Package: \$23.64

Above benefits based on hours worked

Wage Deductions:

- DC4 Dues Check-off: Journeymen: (5%) of gross wages.
- Local Union Dues Check-off: (1.5%) of gross wages
- Local Union Over The Counter (OTC) Dues: \$9.00 per week
- DC4 Organizing Fund: \$0.10 per hour
- IUPAT Administrative Dues Check-off: \$0.10 per hour

The following increases will take place on the dates listed below. The allocation shall be determined by a vote of the membership each year:

Yearly Increases:

5-1-23: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

5-1-24: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

SYRACUSE GLAZIER APPRENTICE RATES

Rates effective May 1, 2022:

Program Code	OJT Hours	Rate Per Hour	Total Fringes	Total Package
1A	0000 - 1000	\$17.00	\$12.29	\$29.29
1B	1001 - 2000	\$18.00	\$12.29	\$30.29
2A	2001 - 3000	\$19.00	\$18.29	\$37.29
2B	3001 - 4000	\$20.00	\$18.29	\$38.29
3A	4001 - 5000	\$21.00	\$19.29	\$40.29
3B	5001 - 6000	\$22.00	\$19.29	\$41.29
4A	6001 - 7000	\$23.00	\$20.29	\$43.29
4B	7001 - 8000	\$24.00	\$20.29	\$44.29

Fringe Benefits:

Program Code	H&W Fund	IUPAT Pension	IUPAT Annuity	IUPAT LMCI	IUPAT FTI	FTI of W&CNY	STAR	Total Fringes
1A	\$6.00	\$5.19	\$0.00	\$0.10	\$0.10	\$0.75	\$0.15	\$12.29
1B	\$6.00	\$5.19	\$0.00	\$0.10	\$0.10	\$0.75	\$0.15	\$12.29
2A	\$7.00	\$5.19	\$5.00	\$0.10	\$0.10	\$0.75	\$0.15	\$18.29
2B	\$7.00	\$5.19	\$5.00	\$0.10	\$0.10	\$0.75	\$0.15	\$18.29
3A	\$7.00	\$5.19	\$6.00	\$0.10	\$0.10	\$0.75	\$0.15	\$19.29
3B	\$7.00	\$5.19	\$6.00	\$0.10	\$0.10	\$0.75	\$0.15	\$19.29
4A	\$7.00	\$5.19	\$7.00	\$0.10	\$0.10	\$0.75	\$0.15	\$20.29
4B	\$7.00	\$5.19	\$7.00	\$0.10	\$0.10	\$0.75	\$0.15	\$20.29

Wage Deductions:

DC4 Dues Check-off: (3%) of gross wages

Local Union Dues Check-off: (1.5%) of gross wages

Local Union Over The Counter (OTC) Dues: \$9.00/Wk.

DC4 Organizing Fund: \$0.10 per hour

IUPAT Administrative Dues Check-off: \$0.10 per hour

Yearly Increases:

5-1-23: \$0.50 increase in wage for each tier + \$0.29 increase for each tier into the Pension

5-1-24: \$0.50 increase in wage for each tier + \$0.29 increase for each tier into the Pension

BINGHAMTON GLAZIERS
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
Glazier	\$26.50	\$27.60	\$54.10
Foreman's Pay	ADD \$2.00 per hour	Crew of (4) men or more	
	ADD \$3.00 per hour	Crew of (8) men or more	
* There shall be only 1 Foreman per job/shift unless the employer chooses to have more			
* Foreman pay to be paid throughout job once rate is established, regardless of crew size.			
Height Pay	ADD \$2.00 per hour	whenever working on suspended scaffold (swing stage) or 100' machine or larger	

Fringe Benefits:

Health & Welfare Fund (PAP)	\$11.10
IUPAT Annuity Fund	\$6.09
IUPAT Pension Fund	\$9.21
IUPAT FTI	\$0.10
IUPAT LMCI	\$0.10
DC4 FTI of W&CNY	\$0.85
<u>DC4 STAR</u>	<u>\$0.15</u>

Total Fringe Benefit Package \$27.60

Above benefits based on hours worked

Wage Deductions:

DC#4 Dues Check-off: Journeymen: (5%) of gross wages.
Local Union Over The Counter (OTC) Dues: \$9.00 per week
Employee Benefit Fund: \$0.50 per hour
DC#4 Organizing Fund: \$0.10 per hour
IUPAT Administrative Dues Check-off: \$0.10 per hour

The following increases will take place on the dates listed below. The allocation shall be determined by a vote of the membership each year:

Yearly Increases:

5-1-23: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

5-1-24: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

BINGHAMTON GLAZIER APPRENTICE RATES

Rates effective May 1, 2022:

Program Code	OJT Hours	Rate Per Hour	Total Fringes	Total Package
1A	0000 - 1000	\$17.00	\$12.60	\$29.60
1B	1001 - 2000	\$18.00	\$12.60	\$30.60
2A	2001 - 3000	\$19.00	\$18.60	\$37.60
2B	3001 - 4000	\$20.00	\$18.60	\$38.60
3A	4001 - 5000	\$21.00	\$19.60	\$40.60
3B	5001 - 6000	\$22.00	\$19.60	\$41.60
4A	6001 - 7000	\$23.00	\$20.60	\$43.60
4B	7001 - 8000	\$24.00	\$20.60	\$44.60

Fringe Benefits:

Program Code	H&W Fund	IUPAT Pension	IUPAT Annuity	IUPAT LMCI	IUPAT FTI	FTI of W&CNY	STAR	Total Fringes
1A	\$6.00	\$5.50	\$0.00	\$0.10	\$0.10	\$0.75	\$0.15	\$12.60
1B	\$6.00	\$5.50	\$0.00	\$0.10	\$0.10	\$0.75	\$0.15	\$12.60
2A	\$7.00	\$5.50	\$5.00	\$0.10	\$0.10	\$0.75	\$0.15	\$18.60
2B	\$7.00	\$5.50	\$5.00	\$0.10	\$0.10	\$0.75	\$0.15	\$18.60
3A	\$7.00	\$5.50	\$6.00	\$0.10	\$0.10	\$0.75	\$0.15	\$19.60
3B	\$7.00	\$5.50	\$6.00	\$0.10	\$0.10	\$0.75	\$0.15	\$19.60
4A	\$7.00	\$5.50	\$7.00	\$0.10	\$0.10	\$0.75	\$0.15	\$20.60
4B	\$7.00	\$5.50	\$7.00	\$0.10	\$0.10	\$0.75	\$0.15	\$20.60

Wage Deductions:

DC4 Dues Check-off: (3%) of gross wages

Local Union Over The Counter (OTC) Dues: \$9.00/Wk.

DC4 Organizing Fund: \$0.10 per hour

Employee Benefit Fund: \$0.50 per hour

IUPAT Administrative Dues Check-off: \$0.10 per hour

Yearly Increases:

5-1-23: \$0.50 increase in wage for each tier + \$0.31 increase for each tier into the Pension

5-1-24: \$0.50 increase in wage for each tier + \$0.31 increase for each tier into the Pension

BUFFALO GLAZIERS
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
Glazier	\$29.48	\$25.19	\$54.67
Foreman's Pay	ADD \$2.00 per hour	Crew of (4) men or more	
	ADD \$3.00 per hour	Crew of (8) men or more	
* There shall be only 1 Foreman per job/shift unless the employer chooses to have more			
* Foreman pay to be paid throughout job once rate is established, regardless of crew size.			
Height Pay	ADD \$2.00 per hour	whenever working on suspended scaffold (swing stage) or 100' machine or larger	

Fringe Benefits:

Health & Welfare Fund (PAP)	\$ 9.91
IUPAT Pension Fund	\$ 6.66
IUPAT F.T.I.	\$ 0.10
IUPAT L.M.C.I.	\$ 0.10
Local 660 Annuity Fund	\$ 6.02
Local 660 S.U.B. Fund	\$ 1.30
Local 660 I.A.F. Fund	\$ 0.10
DC4 FTI of W&CNY	\$ 0.85
<u>DC4 S.T.A.R.</u>	<u>\$ 0.15</u>
 Total Fringe Benefit Package	 \$25.19

Above benefits based on hours worked

Wage Deductions:

DC4 Dues Check-off: Journeymen: (5%) of gross wages
DC4 Organizing Fund: \$0.10 per hour
IUPAT Administrative Dues Check-off: \$0.10 per hour
Buffalo Building Trades Dues Check-off: \$0.04 per hour

The following increases will take place on the dates listed below. The allocation shall be determined by a vote of the membership each year:

Yearly Increases:

5-1-23: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

5-1-24: \$2.50 TOTAL with \$0.90 minimum to go into the IUPAT Pension

BUFFALO GLAZIER APPRENTICE RATES

Rates effective May 1, 2022:

Program Code	OJT Hours	Rate Per Hour	Total Fringes	Total Package
1A	0000 - 1000	\$17.50	\$8.60	\$26.10
1B	1001 - 2000	\$18.50	\$8.60	\$27.10
2A	2001 - 3000	\$19.50	\$11.10	\$30.60
2B	3001 - 4000	\$20.50	\$11.10	\$31.60
3A	4001 - 5000	\$21.50	\$12.60	\$34.10
3B	5001 - 6000	\$22.50	\$12.60	\$35.10
4A	6001 - 7000	\$23.50	\$14.10	\$37.60
4B	7001 - 8000	\$24.50	\$14.10	\$38.60

Fringe Benefits:

Program Code	H&W Fund	IUPAT Pension	LU660 Annuity	IUPAT LMCI	IUPAT FTI	FTI of W&CNY	STAR	Total Fringes
1A	\$6.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.75	\$0.15	\$8.60
1B	\$6.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.75	\$0.15	\$8.60
2A	\$7.00	\$2.00	\$1.00	\$0.10	\$0.10	\$0.75	\$0.15	\$11.10
2B	\$7.00	\$2.00	\$1.00	\$0.10	\$0.10	\$0.75	\$0.15	\$11.10
3A	\$7.00	\$3.00	\$1.50	\$0.10	\$0.10	\$0.75	\$0.15	\$12.60
3B	\$7.00	\$3.00	\$1.50	\$0.10	\$0.10	\$0.75	\$0.15	\$12.60
4A	\$7.00	\$4.00	\$2.00	\$0.10	\$0.10	\$0.75	\$0.15	\$14.10
4B	\$7.00	\$4.00	\$2.00	\$0.10	\$0.10	\$0.75	\$0.15	\$14.10

Wage Deductions:

DC4 Dues Check-off: (3%) of gross wages

DC4 Organizing Fund: \$0.10 per hour

IUPAT Administrative Dues Check-off: \$0.10 per hour

Buffalo Building Trades Dues Check-off: \$0.04 per hour

Yearly Increases:

5-1-23: \$0.50 increase in wage for each tier

5-1-24: \$0.50 increase in wage for each tier

GLASSWORKER / FABRICATOR / SHOP
ROCHESTER REGION
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
New Hire	\$17.70	\$15.54	\$33.24
1 Years Experience	\$18.70	\$15.54	\$34.24
2 Years Experience	\$19.70	\$15.54	\$35.24
3 Years Experience	\$20.70	\$15.54	\$36.24
4 Years Experience	\$22.20	\$15.54	\$37.74
5 Years Experience	\$23.40	\$15.54	\$38.94

Supervisor (5) or more men: Add \$1.00

Fringe Benefits:

Health & Welfare Fund (PAP)	\$6.63
IUPAT Pension Fund	\$3.55
IUPAT FTI	\$0.10
IUPAT LMCI	\$0.10
Annuity Fund	\$4.91
DC4 FTI Training Fund	\$0.10
<u>DC4 STAR</u>	<u>\$0.15</u>

Total Fringe Benefit Package \$15.54

Yearly Increases:

5/1/23 increase of \$1.50 TOTAL with \$0.30 into the IUPAT Pension

5/1/24 increase of \$1.50 TOTAL with \$0.30 into the IUPAT Pension

Deductions:

Dues Check-off: Three percent (3%) from gross wages.

DC#4 Organizing Fund \$0.10 per hour worked

Applicable Local Union Over The Counter (OTC) Dues: \$9.00/Wk.

IUPAT Administrative Dues Check-off: \$0.10 per hour

Yearly Pay increase shall be paid on next full week after anniversary date

Once a member's rate of pay is established they shall get a raise every 1800 hours worked.

**GLASSWORKER / FABRICATOR / SHOP
BINGHAMTON/SYRACUSE REGION
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023**

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
New Hire	\$15.00	\$11.15	\$26.15
1 Years Experience	\$16.00	\$11.15	\$27.15
2 Years Experience	\$17.00	\$11.15	\$28.15
3 Years Experience	\$18.00	\$11.15	\$29.15
4 Years Experience	\$19.00	\$11.15	\$30.15
5 Years Experience	\$20.00	\$11.15	\$31.15

Supervisor (5) or more men: Add \$1.00

Fringe Benefits:

Health & Welfare Fund (PAP)	\$8.00
IUPAT Pension Fund	\$1.00
IUPAT FTI	\$0.10
IUPAT LMCI	\$0.10
Annuity Fund	\$1.50
DC4 FTI Training Fund	\$0.30
<u>DC4 STAR</u>	<u>\$0.15</u>

Total Fringe Benefit Package \$11.15

Yearly Increases:

5/1/23 increase of \$1.50 TOTAL with \$0.30 into the IUPAT Pension

5/1/24 increase of \$1.50 TOTAL with \$0.30 into the IUPAT Pension

Deductions:

Dues Check-off: Three percent (3%) from gross wages.
DC#4 Organizing Fund \$0.10 per hour worked
Applicable Local Union Over The Counter (OTC) Dues: \$9.00/Wk.
IUPAT Administrative Dues Check-off: \$0.10 per hour

Yearly Pay increase shall be paid on next full week after anniversary date

Once a member's rate of pay is established they shall get a raise every 1800 hours worked.

GLASSWORKER / FABRICATOR / SHOP
BUFFALO REGION
WAGE AND FRINGE BENEFITS PACKAGE
May 1, 2022 – April 30, 2023

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
New Hire	\$17.00	\$16.06	\$33.06
1 Years Experience	\$18.00	\$16.06	\$34.06
2 Years Experience	\$19.00	\$16.06	\$35.06
3 Years Experience	\$20.00	\$16.06	\$36.06
4 Years Experience	\$21.50	\$16.06	\$37.56
5 Years Experience	\$23.00	\$16.06	\$39.06

Supervisor (5) or more men: Add \$1.00

Fringe Benefits:

Health & Welfare Fund (PAP)	\$7.50
IUPAT Pension Fund	\$4.36
IUPAT FTI	\$0.10
IUPAT LMCI	\$0.10
Annuity Fund	\$3.50
DC4 FTI Training Fund	\$0.35
<u>DC4 STAR</u>	<u>\$0.15</u>

Total Fringe Benefit Package \$16.06

Yearly Increases:

5/1/23 increase of \$1.50 TOTAL with \$0.30 into the IUPAT Pension

5/1/24 increase of \$1.50 TOTAL with \$0.30 into the IUPAT Pension

Deductions:

Dues Check-off: Three percent (3%) from gross wages.

DC#4 Organizing Fund \$0.10 per hour worked

IUPAT Administrative Dues Check-off: \$0.10 per hour

Yearly Pay increase shall be paid on next full week after anniversary date

Once a member's rate of pay is established they shall get a raise every 1800 hours worked.

**RESIDENTIAL MAINTENANCE
WAGES AND FRINGE BENEFIT PACKAGE
EFFECTIVE MAY 1, 2022**

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
1 st YEAR	\$19.00	\$16.06	\$35.06
2 nd YEAR	\$21.00	\$16.06	\$37.06
3 rd YEAR	\$23.00	\$16.06	\$39.06

Fringe Benefits:

Health & Welfare Fund (PAP)	\$7.50
IUPAT Pension Fund	\$4.36
IUPAT FTI	\$0.10
IUPAT LMCI	\$0.10
Annuity Fund	\$3.50
DC4 FTI Training Fund	\$0.35
<u>DC4 STAR</u>	<u>\$0.15</u>
 Total Fringe Benefit Package	 \$16.06

Effective:

5/1/23 increase of \$1.50 with \$0.30 into the IUPAT Pension
5/1/24 increase of \$1.50 with \$0.30 into the IUPAT Pension

Deductions:

Dues Check-off: Three percent (3%) from gross wages.
DC#4 Organizing Fund \$0.10 per hour worked
IUPAT Administrative Dues Check-off: \$0.10 per hour
Applicable Local Union Over The Counter (OTC) Dues: \$9.00/Wk.

Increase: Yearly Pay increase shall be paid on next full week after anniversary date

Once a member's rate of pay is established they shall get a raise every 1800 hours worked.

RESIDENTIAL / MAINTENANCE DEFINITIONS:

- a. Residential / Maintenance rates can only be applied to private work not to exceed a total project value of \$100,000.
- b. RESIDENTIAL glazing shall only apply to the following: Installation of glass, metal, and related products in private residences, apartment buildings up to four stories which also include mirror installation, shower doors, and tub related enclosures.
- c. MAINTENANCE glazing shall include all repairs and replacement work such as glass breakage, glass replacement, door repair, board ups, and shop work. It should not include any work covered by prevailing wage rates. Any question regarding the work scope of this classification can be resolved by calling the Union prior to bidding. It is the intention of the Employer and the Union to provide prompt qualified service at a competitive rate and this may be changed with approval of the Employer and the Union.
- d. When the Employees are working out of classification, that is on jobs excluded in the definitions above, they are to be paid glaziers wage and fringe package. Any questions should be directed to the Union for clarification on appropriate wage rates.

ARTICLE 31
VACATIONS AND HOLIDAYS

1. The following holidays shall be recognized (6 holidays) Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day.
2. All Work performed on Holidays shall be paid at the double time rate.
3. When a holiday falls on Saturday the holiday is to be celebrated on Friday. When a holiday falls on Sunday the holiday is to be celebrated on Monday.
4. The employer shall be notified a minimum of two (2) weeks by the employee when submitting for a vacation.

HOLIDAY PAY (MAINTENANCE/GLASSWORKER/FABRICATOR/SHOP)

- a. All regular full time industrial employees/fabricators shall be paid the six (6) recognized holidays. To be considered a regular full time employee an employee must have worked thirty (30) days prior to a holiday. An employee who qualifies shall be paid eight (8) hours pay at straight time at their regular rate although no work is performed.
- b. The employee must have worked the last scheduled working day prior to, and the next scheduled working day after, to be eligible for the holiday pay.
- c. Employees with ten (10) years service with the company shall be entitled to three (3) extra holidays in addition to the recognized holiday as above. Employees with one (1) year service shall receive two (2) additional holidays. These holidays are to be taken at the employee's discretion with prior notice given to the Employer.
- d. Employees shall have the day after Thanksgiving as an unpaid holiday if they wish, not affecting their eligibility for Thanksgiving holiday pay.

VACATION PAY (MAINTENANCE/GLASSWORKER/FABRICATOR/SHOP)

- a. One week vacation with forty (40) hours pay at the straight time hourly rate provided the employee has (1) year service record with the company and has been paid 1800 hours in the previous calendar year. (When an employee works for more than one employer his vacation pay shall be pro-rated).
- b. Two weeks vacation with eighty (80) hours pay at the straight hourly rate provided the employee has three (3) years experience recorded with the company and has been paid for 1800 hours in the previous calendar year.
- c. Employee's will earn a prorated vacation for the following year based on the ratio of hours earned in their first calendar year divided by 1800 times 40 hours rounded to the nearest whole hour. Thereafter his qualifying period shall be the previous calendar year.
- d. The employee who reaches eligibility shall be entitled to vacations starting in the

new calendar year. An employee who qualifies for vacation must take their vacation within that same calendar year. There shall be no carry over vacations into the following year.

- e. In computing paid hours previous vacation and paid holidays shall be included.
- f. Employees who have lost time due to sickness or unemployment shall be entitled to an extension of three months, to April 1, to accumulate the required number of hours.
- g. Vacations will, as far as possible, be granted at times most desired by the employees but shall be taken in such an order that they will not interfere with the orderly operation of the warehouse.
- h. Should one paid holiday fall within the employee's vacation period, one additional day's vacation shall be granted or eight (8) hours pay in lieu thereof.

JURY DUTY (MAINTENANCE/GLASSWORKER/FABRICATOR/SHOP)

Fabricators/Glassworkers/Shop and Maintenance workers, who are members of District Council 4, called for jury duty will be compensated the difference between their rate of pay and pay received for jury duty based on a regular eight (8) hour day for a maximum of two (2) weeks. This benefit will only be paid by the Employer once in three (3) calendar years. Jury duty shall be considered the same as working time and pay differential shall be paid to the employee on his next regularly scheduled payday.

DEATH LEAVE/SICK LEAVE (MAINTENANCE/GLASSWORKER/FABRICATOR/SHOP)

- a. When death occurs in the immediate family of an employee, such employee shall be granted two (2) days leave without loss of pay during his standard work schedule to attend the funeral. There will be no benefits paid on death leave. An employee's immediate family shall be considered as: husband, wife, son, daughter, mother, father, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, or sister-in-law. There shall be no future additions or deletions from this list.
- b. The employee shall notify the shop if he is sick or injured and unable to report for work and give a reasonable estimate of the time he expects to be off and, if longer than estimated, he will call again. After such notification, the employee shall not be compelled to call in each day thereafter, nor shall any punitive action be taken for not calling in on a daily basis after initial notification. The employee will call one day prior to returning to work, if it is before his original estimate.

PAY CONDITIONS

Wages shall be paid weekly by check no later than 4:30 PM on Thursday in the shop. Employees compelled to wait beyond this hour as outlined in this Article, for their pay shall have such time credited to them as working time and shall be paid eight (8) hours additional pay at straight time hourly rate for each day the employee has to wait for his pay except in cases of extreme emergency. If time sheets are used instead of time cards, they must be filled out and signed by the employee.

SUBMISSION of DEDUCTION AUTHORIZATION
(Maintenance/Glass Worker/Fabricator/Shop)

a. The Employer agrees that at the time of employment of any employee covered by the terms of the Agreement, he will submit to each employee, for his voluntary signature, a deduction authorization supplied by the Union for Dues Check-Off, Union Savings, and Local Dues. The Employer further agrees that he will notify the Union of the failure of any employee to sign such dues deduction authorization, number of hours worked, and the amount of money earned at least once a month.

b. Commencing **May 1, 2022** and for so long as the employee has signed an authorization permitting the withholding from wages as more particularly set forth hereinafter, each Employer agrees to withhold from wages of the employees covered by this Agreement, the following sums per hour: Three percent (3%) of gross wages for DC4 Dues Check-Off and \$ 9.00 per week for Local 677 Dues. The Authorization form is as follows:

DUES ADMINISTRATION AUTHORIZATION CARD
(Maintenance/Glass Worker/Fabricator/Shop)

TO: Any Employer by whom I am employed during the balance of the **2022 - 2025** contract between District Council #4 of W & CNY and the Glazing Contractors of Western and Central New York and vicinity.

I authorize such employer to deduct from my pay for each week the sum of three percent (3%) of my gross wages for DC4 Dues Check-Off and \$ 9.00 per week for LU 677 OTC Dues during the period of **May 1, 2022 to April 30, 2025**, owing to District Council #4 of W & CNY. Such deductions shall be made from my pay on each regularly scheduled payday and remitted to such bank, or agent, designated by the Union, no later than the 15th day of the month following the month which deductions shall be made.

This authorization and assignment shall become effective with the date of execution of the agreement between the same Union and yourself and shall continue in full force and effect for a period not to exceed one year or the life of this agreement, whichever occurs sooner, and for any subsequent period thereafter unless revoked by me within fifteen (15) days immediately preceding such contract term of one year, whichever occurs sooner. The noted revocation must be dated and signed.

DATE: _____ SIGNATURE: _____

ARTICLE 32
EXPENSES

Section 1. Travel Time

- (a) From May 1, 2022 through April 30, 2025 travel time shall be paid at the rate of NYS minimum wage. This shall apply Monday through Friday prior to designated job start time or after eight (8) hours from the shop to the job and from the job back to the shop. When directed to report to the shop to start the workday, the employee's workday should also end at the shop. There shall be no benefits paid during travel time.
- (b) When the Employer directs his employees to report directly from home, to start their workday on the job, within the jurisdiction of this agreement, no travel time shall be paid for traveling to the job, prior to the designated job start time or for traveling back home after eight (8) hours. Any and all travel time between the designated job start time and eight (8) hours Monday through Friday will be paid at the straight time hourly rate and the applicable overtime rate on Saturday, Sunday, or holidays.

Section 4. Mileage

- (a) Mileage shall be computed from the direct point at the end of the free zone to the jobsite. Employees' reporting directly to the jobsite outside the free zone shall be paid mileage expenses at (\$0.50) per mile both ways.
- (b) Employees shall receive (\$0.50) per mile when traveling from jobsite to jobsite when using their own personal vehicle. When first reporting to work that shall be your first initial jobsite.

Section 5. Free zones

BUFFALO

- a) Buffalo Region free zone shall be Erie and Niagara Counties.

ROCHESTER

- b) It is agreed by the employees, if requested by the Employer, to drive their own vehicle from their home to the job within the jurisdiction of Rochester as described by Article 1, Section 1, they will do so at their own expense, other than parking expense. If employees are requested by the Employer to drive their own vehicle from the Employer's shop, the mileage and travel time shall commence from the shop and back to the shop. Employees will not, at any time be requested to carry passengers or materials in their private vehicles. If employees are requested to drive their own vehicles outside of the free zone from their home to the job, their mileage shall start from a thirty five (35) mile radius from the Four

Corners (Main & State Streets) to the job and back to the thirty five (35) mile radius.

- c) Any Employer whose established place of business is located outside of Monroe County, the above mentioned free zone shall be a thirty five (35) mile radius from the Court House in said shop's vicinity instead of the Four Corners and said shop must have been established before the effective date of this Agreement (May 1, 2014). Any new locations must be negotiated at the time of establishment.
- d) All mileage shall start from the Four Corners (Main & State Streets) for all employees working for an Employer who does not have an established place of business within the jurisdiction of Glaziers Local #677.
- e) Any other area outside of the thirty-five (35) mile free zone shall be computed, at fifty cents (\$0.50) per mile and the actual riding time, if applicable. The rate of pay for riding time listed herein shall be included in the gross wages, but the mileage is to be considered reimbursed expenses and, therefore, not taxable.

SYRACUSE

- f) It is agreed by the employees, if requested by the Employer, to drive their own vehicle from their home to the job within the jurisdiction of Syracuse as described by Article 1, Section 2, they will do so at their own expense, other than parking expense. If employees are requested by the Employer to drive their own vehicle from the Employer's shop, the mileage and travel time shall commence from the shop back to the shop. Employees will not, at any time be requested to carry any passengers or materials in their private vehicles. If employees are requested to drive their own vehicle outside of the free zone from their home to the job, their mileage shall start from a thirty five (35) mile radius from Down Town Syracuse to the job and back to the thirty five (35) mile radius.
- g) Any Employer whose established place of business is located outside of Onondaga County, the above mentioned free zone shall be a thirty five (35) mile radius from the Court House in said shop's vicinity instead of Down Town and said shop must have been established before the effective date of this Agreement (May 1, 2014). Any new locations must be negotiated at the time establishment.
- h) All mileage shall start from Down Town Syracuse for all employees working for an Employer who does not have an established place of business within the jurisdiction of Glaziers Local #677.
- i) Any other area outside of the thirty-five (35) mile free zone shall be computed at fifty cents (\$0.50) per mile and the actual riding time, if applicable. The rate of pay for riding time listed herein shall be included in the gross wages, but

the mileage is to be considered reimbursed expenses and, therefore, not taxable.

BINGHAMTON

- j) It is agreed by the employees, if requested by the Employer, to drive their own vehicle from their home to the job within the jurisdiction of Binghamton as described by Article 3, Section 4, they will do so at their own expense, other than parking expense. If employees are requested by the Employer to drive their own vehicle from the Employer's shop, the mileage and travel time shall commence from the shop and back to the shop. Employees will not, at any time be requested to carry passengers or materials in their private vehicles. If employees are requested to drive their own vehicles outside of the free zone from their home to the job, their mileage shall start from a thirty-five (35) mile radius from the Four Corners (Main & State Streets) to the job and back to the thirty-five (35) mile radius. If you choose not to drive your own vehicle & ride with someone else you will receive \$13.20 or applicable minimum wage. The driver gets mileage not travel time.
- k) Any Employer whose established place of business is located outside of Broome County, the above mentioned free zone shall be a thirty-five (35) mile radius from the Court House in said shop's vicinity. Any new locations must be negotiated at the time of establishment.
- l) All mileage shall start from Down Town Binghamton for all employees working for an Employer who does not have an established place of business within the jurisdiction of Glaziers Local #677.
- m) Any other area outside of the thirty-five (35) mile free zone shall be computed at fifty cents (\$0.50) per mile and the actual riding time, if applicable. The rate of pay for riding time listed herein shall be included in the gross wages, but the mileage is to be considered reimbursed expenses and, therefore, not taxable. When receiving mileage there is no travel time, the employee does not get both.

Section 6. Parking and Tolls

- (a) When parking fees are required they shall be reimbursed (with appropriate receipts) by the Employer, not to exceed (\$15.00) a day.
- (b) When employees are requested to use toll roads, the Employer shall compensate them. The member must furnish an appropriate receipt.

Section 7. Room & Board

- (a) Employees shall be paid reasonable room reimbursement, minimum \$60.00 per day or actual cost with valid receipt, and also a \$40.00 per day subsistence.

Section 8. Out of Town Expenses

- (a) When an employee is sent out-of-town and is instructed by the Employer to stay overnight (minimum 2 hour drive), the Employer shall provide reasonable lodging and pay a minimum of \$40.00 per day for meals and pay for mileage when he is using his own vehicle to and from the job, and any reasonable parking expense. This amount is to be paid in a check or cash, in advance, separate from any payroll check or wages and must include a separate itemized record of all.
- (b) The Employer agrees that he will notify The Business Representative prior to sending his men out-of-town on room and board expenses.

**ARTICLE 33
TOOL REQUIREMENT**

The following tools are required as per the collective bargaining agreement. Each classification of workers may require different tools but it is simply the responsibility of each worker to provide their own personal hand tools. In the event a worker does not have proper tools it may affect work status. The list of tools shall be as follows:

- | | |
|---------------------------------------|-------------------------------------|
| 1. TOOL BOX | 14. CAULKING GUN |
| 2. CLAW HAMMER | 15. TAPE MEASURE 25 FT (minimum) |
| 3. MALLET | 16. SMALL PRY BAR |
| 4. WORK BOOTS | 17. LARGE PRY BAR |
| 5. HACK SAW & BLADES | 18. SQUARES (speed & slide squares) |
| 6. UTILITY KNIFE | 19. LEVEL |
| 7. RAZOR SCRAPER & BLADES | 20. STRIKING TOOLS |
| 8. VISE GRIPS | 21. PUTTY KNIFES |
| 9. PLIERS | 22. PLUMB LINE |
| 10. TIN SNIPS | 23. CHALK LINE |
| 11. PRUNNING SHEARS | 24. WRENCHES (MISC) |
| 12. SCREWDRIVERS (PHILIPS, STRAIGHTS) | 25. CHISEL (MISC) |
| 13. FILES (fine & course) | 26. CENTER PUNCH |

The Employer shall furnish all necessary power tools to the employee. If an Employer agrees with an employee to have the employee use their own personal power tools, the Employer shall replace/repair the employee's power tools, if they break on the job, with an equivalent tool.

ARTICLE 34
GENERAL SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 35
MARKET RECOVERY AGREEMENT

Section 1. Market Recovery wage and benefit rates shall apply to the following type of work performed: Hotels and Motels four stories or less, privately owned nursing homes and independent living facilities, franchise restaurants, gas stations, standard retail storefront not to exceed three stores. And any other projects that may be designated by District Council #4.

Section 2. The following conditions shall apply to the Market Recovery Projects:

- (a) There will be no restrictions on tools or production.
- (b) The workweek shall be Monday through Friday.
- (c) All work performed more than 8 hours a day and 40 hours in any week shall be paid at the rate of one and one half the rate at straight time.
- (d) Market Recovery rates shall only apply to projects that are privately funded.
- (e) Apprentice ratio may be as low as one to one.
- (f) Any terms and conditions of the Master Agreement when Market Recovery Projects are adhered shall apply.
- (g) The wages and fringe benefits for Market Recovery Projects shall be that of maintenance glaziers, also apprentices are permitted.

Definition: Standard retail storefront consist of basic storefront which includes frames and entrances but not to include curtain wall, radius frames and vestibules. Any storefront more than one story high shall not be considered standard retail storefront.

ARTICLE 36 DURATION AND EXPECTATION

1. This agreement shall take effect on May 1, 2022 and shall expire on April 30, 2025 at 12:00 midnight.
2. In the event the Employer and Union desire to extend the terms of this Agreement for another year to expire on the subsequent anniversary date such extension shall be in writing executed by the Employer and the Union through their duly authorized officers. If either party desires to negotiate changes in this agreement for a subsequent year or years that party shall serve notice in writing upon the other at least sixty (60) days but not more than ninety (90) days prior to the expiration date of the changes desired. Every effort shall be made to consummate the negotiations at least fifteen (15) days prior to the expiration date.
3. Any provisions in this Agreement or application of such provisions or circumstances which shall be in conflict with any Federal or State legislation or which shall be held invalid or unenforceable by a court of law or equity or by an administrative governmental agency with appropriate jurisdiction shall not render the balance of this Agreement null and void. The Employer and Union shall meet within thirty (30) days after such provisions has been declared null and void or unenforceable to negotiate a substitute provision and incorporate same within the balance of the otherwise valid Agreement.

The Undersigned Employer and *I.U.P.A.T. District Council 4 Glaziers of Western, Central and Northern New York* agree to be bound by this Agreement May 1, 2022 through April 30, 2025.

Employer-Corporate or Company or Association

Address

City

State

Zip

Phone

Fax

Tax I.D. Number

Worker's Compensation Ins. Co.

Worker's Comp. Ins. Policy No.

Expiration date of Worker's Comp. Policy

Employer Signature and Title

Union Representative Signature and Title

Date