

# **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**

**&**

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

**Expires April 30<sup>th</sup>, 2018**

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## 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 members 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)



(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 tub 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 15<sup>th</sup> 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 to be supplied such Employer by the Union.

5. On or before the 15<sup>th</sup> 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, 2014 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, 2014, (7%) (Rochester Region), (6 ½ %) (Syracuse 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 ½ %) (Syracuse Region) Union Savings, as well as \$9.00 per week for Local Union Dues. The authorization form is as follows:

8. DUES ADMINISTRATION AUTHORIZATION CARD

TO: Any Employer by whom I am employed during the balance of the 2014-2018 contract between Glaziers and Glass Workers Local Union #677 and Glazing Contractors of Rochester, New York and vicinity. I authorize such employer 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 ½ %) (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, 2014 to April 30, 2018, owing to Glaziers and Glass Workers Local Union #677 of Rochester, New York. 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**

### **PDC #4 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.** The Employer shall pay to the PDC#4 Glaziers and Glass Workers Industry Fund for all hours worked (paid) on prevailing rate projects in accordance with NYS Labor Law 220 on and after the effective date of this Agreement for all employees of the Employers covered by this Agreement as follows:

- a.) Rochester Area: Two dollars and nine cents (\$2.09) per hour
- b.) Syracuse Area: Three dollars and eighteen cents (\$3.18) per hour

**Section 4.** Payments to the PDC#4 Glaziers and Glass Workers Industry Fund shall be paid no later than the 15th 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 15th day of that month. If payments are not made by the 25th of the month, please refer to Article 29.

## ARTICLE 7 HOURS OF WORK

1. The regular work day shall be 8 working hours. The regular work week shall be 40 hours. The regular work week 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 work week. 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 work day 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. Providing Saturday and Sunday is not a make-up day due to lost time due to circumstances beyond the control of the employer. Saturday will be on a voluntary basis (the makeup day shall be offered to the whole crew).Where permissible by law.
4. Work performed on any recognized holidays shall be paid at the double time rate. (See Article 8)
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 only on projects where Building Trades standards apply example (Project Labor Agreements). The rate of pay shall be \$2.00 per hour above the applicable wage scale. The differential shall apply only when a shift begins prior to 6:00am or after 12:00 noon.

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.

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. Show-Up Time

Unless notified by the previous day, all glaziers and apprentices will receive not less than two (2) hours pay (the straight time rate) when reporting to the jobsite. When a glazier apprentice is called for work, he shall be paid not less than two (2) hours based on his straight time hourly rate, or if an overtime period, the equivalent rate or whichever is greater, provided weather is such that work can be performed. 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.

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

### **ARTICLE 8 VACATIONS AND HOLIDAYS**

1. The following holidays shall be recognized (6 holidays) Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, 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.

**ARTICLE 9**  
**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 this 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 affiliated Local 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 a current effective Agreement covering such out of area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last provision, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the "away funds" and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union Party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

**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 employees home Local Union fringe benefit funds.

**ARTICLE 10**  
**JOINT TRADE BOARD AND GRIEVANCE PROCEDURE**

**Section 1.**

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 of 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 any given 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.

## **Section 2** **NO STRIKE/LOCKOUT**

14. 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.

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, that 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.

## **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 job or 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 slow down, 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. Due to the nature of work a physical may be required upon request as long as it is mutually agreed upon between the Union and Employer. All cost shall be the responsibility of the employer.

Section 3. 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 sixteen (16) 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 in order to maintain employment.

Section 2. All new employees shall be required to complete twenty-four (24 hours) of Journeyman Upgrading or Health and Safety courses per contract year.

Section 3. 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 4. 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**

In accordance with Section 253 of the International Constitution, it is the intent of both parties to ensure a highly trained workforce. Therefore, these programs shall be offered by the District Council's Finishing Trades Institute for advanced or upgrading journeyperson training as well as safety classes for all journeypersons working under this agreement.

**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 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 AND DISCRIMINATION & TOP WORKPLACE PERFORMANCE PLAN**

The Employer may lay off for lack of work, and discharge any Employee as he may determine, provided such Employee is given specific reason.

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.

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.

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the 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.** 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.

## **ARTICLE 29** **TRUST FUNDS**

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 Cooperation Initiative

1. 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 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, 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, 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.

2. a. 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.

b. 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.

3. All contributions to the Funds described in paragraph 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have certified public accountant audit the payroll, wage and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

4. If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within twenty (20) 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.

5. 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.

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-

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

## TRUST FUNDS

1. 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.

- a. The Agreement and Declaration of Trust shall become a part hereof.
- b. payment of this benefit shall be based on hours worked.

The following shall apply to DC #4 Health & Welfare Fund.

- a. 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 employee covered by this Agreement in accordance with the schedule set forth in – Article 30 Wages or as determined by the membership.
- b. 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.
- c. 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.
- d. If an employer fails to make contributions within twenty (20) 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.

2. PAINTERS DISTRICT COUNCIL NO. 4 LABOR MANAGEMENT COOPERATIVE 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 COOPERATIVE INITIATIVE TRUST FUND (STAR)

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

**ARTICLE 30**

**ROCHESTER GLAZIERS  
WAGE AND FRINGE BENEFITS PACKAGE  
Effective May 1, 2014**

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
Glazier	\$24.50	\$19.00	\$43.50

Fringe Benefits:

Health & Welfare Fund (PAP)	\$8.80
IUPAT Annuity Fund	\$5.05
IUPAT Industry Pension Fund	\$4.05
DC4 FTI of WNY/CNY (Apprentice)	\$0.65
DC 4 STAR	\$0.25/hr
IUPAT FTI	\$0.10/hr
IUPAT LMCI	\$0.10/hr

Total Fringe Benefit Package                      **\$19.00**

Wage Deductions:

Dues Check-off: Journeymen: (5%) from gross wages & \$9.00/Wk for Local Dues

Dues Check-off: Apprentice: (3%) from gross wages & \$9.00/Wk for Local Dues

DC#4 Organizing Fund \$.05/hr.

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

May 1, 2015	\$1.25
May 1, 2016	\$1.25
May 1, 2017	\$1.25

**NOTE:**            From the above increases each year, \$0.05 will be allocated to the DC #4 FTI of W & CNY

**APPRENTICE WAGE & FRINGE BENEFITS PACKAGE**

Effective May 1, 2014

**Existing Rochester Glazier Apprentice**

The wage rate shall be a percentage of the Journeyman's Wage Rate **(\$24.50)**

<u>Program Code</u>	<u>OJT Hours</u>	<u>% of Journey Rate</u>	<u>Rate Per Hour</u>	<u>Total Fringes</u>	<u>Total Package</u>
1A	0000 - 1000	50%	\$12.25	\$13.95	\$26.20
1B	1001 - 2000	55%	\$13.48	\$13.95	\$27.43
2A	2001 - 3000	60%	\$14.70	\$16.98	\$31.68
2B	3001 - 4000	65%	\$15.93	\$17.23	\$33.16
3A	4001 - 5000	70%	\$17.15	\$17.49	\$34.64
3B	5001 - 6000	75%	\$18.38	\$17.74	\$36.12
4A	6001 - 7000	80%	\$19.60	\$17.99	\$37.59
4B	7001 - 8000	90%	\$22.05	\$18.50	\$40.55

**Fringe Benefits:**

<u>Program Code</u>	<u>H &amp; W Fund</u>	<u>Pension Fund Annuity</u>	<u>* FTI of W &amp; CNY Apprentice</u>	<u>Nat. Pension Fund</u>	<u>Total Fringes</u>
1A	\$8.80	\$0.00	\$1.10	\$4.05	\$13.95
1B	\$8.80	\$0.00	\$1.10	\$4.05	\$13.95
2A	\$8.80	\$3.03	\$1.10	\$4.05	\$16.98
2B	\$8.80	\$3.28	\$1.10	\$4.05	\$17.23
3A	\$8.80	\$3.54	\$1.10	\$4.05	\$17.49
3B	\$8.80	\$3.79	\$1.10	\$4.05	\$17.74
4A	\$8.80	\$4.04	\$1.10	\$4.05	\$17.99
4B	\$8.80	\$4.55	\$1.10	\$4.05	\$18.50

**Deductions:**

**Dues Check-off: Three percent (3%) from Gross Wages**

**DC#4 Organizing Fund \$.05 Per Hour**

**Rate: Percentage of Glazier Wages**

**\* Apprentice Fund Breakdown**

FTI of W & CNY - \$0.65	STAR - \$0.25	LMCI - \$0.10	FTI IUPAT - \$0.10

APPRENTICE WAGE & FRINGE BENEFITS PACKAGE			
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**New Hire as of May 1, 2014 Rochester Glazier Apprentice**

The wage rate shall be a percentage of the Journeyman's Wage Rate **(\$24.50)**

<u>Program Code</u>	<u>OJT Hours</u>	<u>% of Journey Rate</u>	<u>Rate Per Hour</u>	<u>Total Fringes</u>	<u>Total Package</u>
1A	0000 - 1000	50%	\$12.25	\$9.55	\$21.80
1B	1001 - 2000	55%	\$13.48	\$9.99	\$23.47
2A	2001 - 3000	60%	\$14.70	\$13.46	\$28.16
2B	3001 - 4000	65%	\$15.93	\$14.15	\$30.08
3A	4001 - 5000	70%	\$17.15	\$14.85	\$32.00
3B	5001 - 6000	75%	\$18.38	\$15.54	\$33.92
4A	6001 - 7000	80%	\$19.60	\$16.23	\$35.83
4B	7001 - 8000	90%	\$22.05	\$17.62	\$39.67

**Fringe Benefits:**

<u>Program Code</u>	<u>H &amp; W Fund</u>	<u>Pension Fund Annuity</u>	<u>* FTI of W &amp; CNY Apprentice</u>	<u>Nat. Pension Fund</u>	<u>Total Fringes</u>
1A	\$4.40	\$0.00	\$1.10	\$4.05	\$9.55
1B	\$4.84	\$0.00	\$1.10	\$4.05	\$9.99
2A	\$5.28	\$3.03	\$1.10	\$4.05	\$13.46
2B	\$5.72	\$3.28	\$1.10	\$4.05	\$14.15
3A	\$6.16	\$3.54	\$1.10	\$4.05	\$14.85
3B	\$6.60	\$3.79	\$1.10	\$4.05	\$15.54
4A	\$7.04	\$4.04	\$1.10	\$4.05	\$16.23
4B	\$7.92	\$4.55	\$1.10	\$4.05	\$17.62

**Deductions:**

**Dues Check-off: Three percent (3%) from Gross Wages**

**DC#4 Organizing Fund \$.05 Per Hour**

**Rate: Percentage of Glazier Wages**

**\* Apprentice Fund Breakdown**

FTI of W & CNY - \$0.65	STAR - \$0.25	LMCI - \$0.10	FTI IUPAT - \$0.10
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**Rochester Glassworkers/ Fabricators  
May 1, 2014**

<b>Glass Workers</b>	<b>Effective May 1, 2014</b>
Basic Wage Rate	\$15.36
Health & Welfare Fund	\$ 6.80
IUPAT Annuity Fund	\$ 5.21
DC 4 S.T.A.R.	\$ 0.25
<b>Totals</b>	<b>\$27.62</b>

<b>Fabricators</b>	
Basic Wage Rate	\$20.26
Health & Welfare Fund	\$ 5.98
IUPAT Pension	\$ 1.40
IUPAT Annuity Fund	\$ 3.00
DC 4 S.T.A.R.	\$ 0.25
<b>Totals</b>	<b>\$30.89</b>

<b>Unskilled Fabricators</b>	<b>% Of Rate</b>	<b>Basic Wage</b>	<b>H &amp; W</b>	<b>Annuity</b>
Class A 1 <sup>st</sup> 90 Days	0%	\$8.00	(0)	(0)
Class B 2 <sup>nd</sup> 6 Months	50%	\$10.13	\$5.98	(0)
Class C 3 <sup>rd</sup> 6 Months	58.3%	\$11.81	\$5.98	\$1.75
Class D 4 <sup>th</sup> 6Months	66.6%	\$13.49	\$5.98	\$2.00
Class E 5 <sup>th</sup> 6 Months	75%	\$15.20	\$5.98	\$2.25
Class F 6 <sup>th</sup> 6 Months	83.2%	\$16.86	\$5.98	\$2.50
Class G 7 <sup>th</sup> 6 Months	91.5%	\$18.54	\$5.98	\$2.75

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

May 1, 2015	\$1.00
May 1, 2016	\$1.00
May 1, 2017	\$1.00

**NOTE:** From the above increases each year, \$0.05 will be allocated to the DC #4 FTI of W & CNY

**Rochester Glassworker/Fabricator  
New Hire After  
May 1<sup>st</sup> 2014**

	Wages	Fringes		Totals
❖ New Hires	\$10.00	0 for 90 days	H&W After (90) days	\$15.85 after (90) Days
1 Years Exp.	\$11.05	\$7.45		\$18.50
2 Years Exp.	\$12.05	\$7.45		\$19.50
3 Years Exp.	\$13.05	\$7.45		\$20.50
4 Years Exp.	\$13.55	\$7.45		\$21.00
5 Years Exp.	\$14.05	\$7.45		\$21.50
6 Years Exp.	\$14.55	\$7.45		\$22.00

❖ New Hires will receive the full fabricator Benefit Package after (1) year \$7.45

❖ Benefits Breakdown:

Health & Welfare	\$5.85
IUPAT Annuity Fund	\$0.50
IUPAT Industry Pension Fund	\$0.50
DC 4 STAR	\$0.25
DC#4 FTI Training Fund	\$0.25
IUPAT FTI	\$0.05
IUPAT LMCI	\$0.05
Total	\$7.45

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

May 1, 2015	\$1.00
May 1, 2016	\$1.00
May 1, 2017	\$1.00

## ROCHESTER GLAZIERS/GLASSWORKERS/FABRICATORS

### Saturday Option

Glass Workers will be allowed to work eight (08) hours on Saturdays from 8:00 am to 4:30pm for straight time, providing that they have worked no more than thirty-two (32) hours straight time during that same calendar week, and then, only when regularly scheduled and by mutual agreement between the Employer and the employee.

### Holidays

Section 1. All regular full time employees shall be paid for each of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and two floating holidays to be taken at the employee's discretion. Providing the holiday falls within an employee's regularly scheduled work week, he shall receive eight (8) hours pay computed at the established straight time hourly rate, although no work is performed, provided such employees work the last scheduled work day prior to, and the next scheduled work day after the holiday, except where permission for non-work is granted by the employer one (1) week in advance of taking his floating holidays.

### Section 2.

- (a) To be considered a regular full time employee, new employees must have worked for the company thirty (30) working days prior to a holiday.
- (b) An employee who is required to work on a named holiday, falling within the scheduled work week, will receive double time the hourly rate.
- (c) If a holiday falls on Sunday, and is celebrated on Monday, the provisions of this article concerning holiday pay apply on Monday.
- (d) In the event a holiday falls on Saturday, management shall designate when such holiday shall be celebrated. Should management determine not to observe a holiday which falls on Saturday, or some other day, it may do so. Should this occur, regular full time employees will be paid the equivalent of the regular day's wages in lieu of a day off.

### Jury Duty

Section 3. Inside men, who are members of Local Union #677, 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, as long as this section remains in any agreements existing between the Employers and Glaziers and Glass Workers Local #677. Jury duty shall be considered the same as working time and pay differential shall be paid to the employee on his next regularly scheduled pay day.

## Death Leave

Section 4. 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.

Section 5. 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.

### Submission of Deduction Authorization (Glass Worker Fabricators)

Section 9. 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.

Section 10. Commencing May 1, 2014 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 Dues Check-Off and \$ 9.00 per week for Local Dues. The Authorization form is as follows:

DUES ADMINISTRATION AUTHORIZATION CARD  
(GLASS WORKER FABRICATOR/INDUSTRIAL WORKER)

TO: Any Employer by whom I am employed during the balance of the 2014-2018 contract between Glaziers and Glass Workers Local Union #677 and the Glazing Contractors of Rochester, 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 Dues Check-Off and \$ 9.00 per week for Local Dues during the period of May 1, 2014 to April 30, 2018 owing to Glaziers & Glass Workers Local Union #677 of Rochester, New York. 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 above revocation must be in writing and bear my signature and the date.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Pay Conditions

Section 1.

(a) 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.

**SYRACUSE GLAZIERS  
WAGE AND FRINGE BENEFITS PACKAGE  
Effective May 1, 2014**

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
Glazier	\$23.50	\$15.69	\$39.19

Fringe Benefits:

Health & Welfare Fund (PAP)	\$8.24
IUPAT Annuity Fund	\$3.65
IUPAT Industry Pension Fund	\$2.75
DC4 FTI of WNY/CNY (Apprentice)	\$0.60
DC 4 STAR	\$0.25/hr
IUPAT FTI	\$0.10/hr
IUPAT LMCI	\$0.10/hr

Total Fringe Benefit Package **\$15.69**

Wage Deductions:

Dues Check-off: Journeymen: (5%) from gross wages & \$9.00/Wk for Local Dues  
 Dues Check-off: Apprentice: (3%) from gross wages & \$9.00/Wk for Local Dues

DC#4 Organizing Fund \$.05/hr.

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

May 1, 2015	\$1.00
May 1, 2016	\$1.00
May 1, 2017	\$1.00

**NOTE:** From the above increases each year, \$0.05 will be allocated to the DC #4 FTI of W & CNY

**APPRENTICE WAGE & FRINGE BENEFITS PACKAGE**

Effective May 1, 2014

**Existing Syracuse Glazier Apprentice**

The wage rate shall be a percentage of the Journeyman's Wage Rate (**\$23.50**)

<u>Program Code</u>	<u>OJT Hours</u>	<u>% of Journey Rate</u>	<u>Rate Per Hour</u>	<u>Total Fringes</u>	<u>Total Package</u>
1A	0000 - 1000	50%	\$11.75	\$12.04	\$23.79
1B	1001 - 2000	55%	\$12.93	\$12.04	\$24.97
2A	2001 - 3000	60%	\$14.10	\$14.23	\$28.33
2B	3001 - 4000	65%	\$15.28	\$14.41	\$29.69
3A	4001 - 5000	70%	\$16.45	\$14.60	\$31.05
3B	5001 - 6000	75%	\$17.63	\$14.78	\$32.41
4A	6001 - 7000	80%	\$18.80	\$14.96	\$33.76
4B	7001 - 8000	90%	\$21.15	\$15.33	\$36.48

**Fringe Benefits:**

<u>Program Code</u>	<u>H &amp; W Fund</u>	<u>Pension Fund (Annuity)</u>	<u>* FTI of W &amp; CNY Apprentice</u>	<u>Nat. Pension Fund</u>	<u>Total Fringes</u>
1A	\$8.24	\$0.00	\$1.05	\$2.75	\$12.04
1B	\$8.24	\$0.00	\$1.05	\$2.75	\$12.04
2A	\$8.24	\$2.19	\$1.05	\$2.75	\$14.23
2B	\$8.24	\$2.37	\$1.05	\$2.75	\$14.41
3A	\$8.24	\$2.56	\$1.05	\$2.75	\$14.60
3B	\$8.24	\$2.74	\$1.05	\$2.75	\$14.78
4A	\$8.24	\$2.92	\$1.05	\$2.75	\$14.96
4B	\$8.24	\$3.29	\$1.05	\$2.75	\$15.33

**Deduction:**

**Dues Check-off: Three percent (3%) from Gross Wages**

**\$9.00 per week local Union Dues (from start)**

**DC#4 Organizing Fund: \$0.05 Per Hour**

**Rate: Percentage of Glazier Wages**

**\* Apprentice Fund Breakdown**

<b>FTI of W &amp; CNY - \$0.60</b>	<b>STAR - \$0.25</b>	<b>LMCI - \$0.10</b>	<b>FTI IUPAT - \$0.10</b>
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**APPRENTICE WAGE & FRINGE BENEFITS PACKAGE**

Effective May 1, 2014

**New Hire as of May 1, 2014 Syracuse Glazier Apprentice**

The wage rate shall be a percentage of the Journeyman's Wage Rate **(\$23.50)**

<u>Program Code</u>	<u>OJT Hours</u>	<u>% of Journey Rate</u>	<u>Rate Per Hour</u>	<u>Total Fringes</u>	<u>Total Package</u>
1A	0000 - 1000	50%	\$11.75	\$7.92	\$19.67
1B	1001 - 2000	55%	\$12.93	\$8.33	\$21.26
2A	2001 - 3000	60%	\$14.10	\$10.93	\$25.03
2B	3001 - 4000	65%	\$15.28	\$11.53	\$26.81
3A	4001 - 5000	70%	\$16.45	\$12.13	\$28.58
3B	5001 - 6000	75%	\$17.63	\$12.72	\$30.35
4A	6001 - 7000	80%	\$18.80	\$13.31	\$32.11
4B	7001 - 8000	90%	\$21.15	\$14.51	\$35.66

**Fringe Benefits:**

<u>Program Code</u>	<u>H &amp; W Fund</u>	<u>Pension Fund (Annuity)</u>	<u>* FTI of W &amp; CNY Apprentice</u>	<u>Nat. Pension Fund</u>	<u>Total Fringes</u>
1A	\$4.12	\$0.00	\$1.05	\$2.75	\$7.92
1B	\$4.53	\$0.00	\$1.05	\$2.75	\$8.33
2A	\$4.94	\$2.19	\$1.05	\$2.75	\$10.93
2B	\$5.36	\$2.37	\$1.05	\$2.75	\$11.53
3A	\$5.77	\$2.56	\$1.05	\$2.75	\$12.13
3B	\$6.18	\$2.74	\$1.05	\$2.75	\$12.72
4A	\$6.59	\$2.92	\$1.05	\$2.75	\$13.31
4B	\$7.42	\$3.29	\$1.05	\$2.75	\$14.51

**Deduction:**

**Dues Check-off: Three percent (3%) from Gross Wages**

**\$9.00 per week local Union Dues (from start)**

**DC#4 Organizing Fund: \$0.05 Per Hour**

**Rate: Percentage of Glazier Wages**

**\* Apprentice Fund Breakdown**

<b>FTI of W &amp; CNY - \$0.60</b>	<b>STAR - \$0.25</b>	<b>LMCI - \$0.10</b>	<b>FTI IUPAT - \$0.10</b>
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**SYRACUSE METAL FABRICATORS, RESIDENTIAL, SERVICE  
SHOP/TRUCK DRIVERS  
WAGE AND FRINGE BENEFITS PACKAGE  
Effective May 1, 2014**

Metal Fab./Res./Services

Basic Wage Rate	\$14.25
Health & Welfare Fund	\$ 8.24
IUPAT Annuity Fund	<u>\$ 3.65</u>
Total	\$26.14

Shop/Truck Drivers

Basic Wage Rate	\$12.25
Health & Welfare Fund	\$ 8.24
IUPAT Annuity Fund	<u>\$ 3.65</u>
Total	\$24.14

Payroll Deduction: 3% of Gross for Dues Check-Off and \$9.00/wk for Local Union dues

**ARTICLE 31**  
Rochester & Syracuse  
Travel Time

Section 1.

- (a) From May 1, 2014 through April 30, 2018 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.
  
- (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.

***Note: There are no benefits paid during travel time.***

Rochester & Syracuse  
Mileage

Section 2. Employees requested to drive their own vehicle to and from jobs shall be compensated by the Employer at the rate of thirty-eight cents (\$.38) for Rochester and forty cents (\$.40) for Syracuse, per mile, per man. From May 1, 2014 to April 30, 2018.

Rochester & Syracuse  
Toll Roads

Section 3. When employees are requested to use toll roads, they shall be compensated by the Employer. A receipt will be furnished by the member for reimbursement.

Rochester & Syracuse  
Supper Allowance

Section 4. It is agreed by the Employer that any employee working more than ten (10) hours shall be paid for his supper at the rate of seven dollars and fifty cents (\$ 7.50).

Section 5. All truck driving shall be considered as working time and shall receive the rate of wages called for in normal straight time hours worked.

ROCHESTER  
Free Zone

Section 6.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any other area outside of the thirty-five (35) mile free zone shall be computed, at thirty-eight cents (\$.38) 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.

Section 6. (CONT.)

SYRACUSE  
Free Zone

- (a) 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.

- (b) 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.
- (c) 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.
- (d) Any other area outside of the thirty-five (35) mile free zone shall be computed at forty cents (\$ .40) 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.

Rochester & Syracuse  
Out-of-Town Expenses

Section 1. When an employee is sent out-of-town and is instructed by the Employer to stay overnight, the Employer shall provide reasonable lodging and pay a minimum of \$ 25.00 per day for meals and pay for transportation, or 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.

Section 2. Where the above schedule proves to be inadequate, a weekly amount mutually agreed upon between the Employer and the employee will be advanced prior to starting work each week.

Section 3. Employees requested to work out-of-town and to stay overnight shall be notified twenty-four (24) hours in advance, if possible.

Section 4. The Employer agrees that he will notify The Business Representative prior to sending his men out-of-town on room and board expenses.

**ARTICLE 32**  
**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 KNIVES                    |
| 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                    |

**ARTICLE 33**  
**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 34**  
**DURATION AND EXPECTATION**

1. This agreement shall take effect on May 1, 2014 and shall expire on April 30, 2018 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, 2014 through April 30, 2018.

\_\_\_\_\_  
Employer-Corporate or Company

\_\_\_\_\_  
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

