

ARTICLES OF AGREEMENT

BETWEEN

DISTRICT COUNCIL 58,

GLAZIERS, ARCHITECTURAL METAL

AND

GLASS WORKERS

LOCAL UNION NO. 513

AND

THE GLAZING CONTRACTORS

OF THE

ST. LOUIS, MISSOURI AREA

NOVEMBER 1, 2020

THROUGH

OCTOBER 31, 2025

INDEX

ARTICLE NO.	TITLE	PAGE NO.
1.	Recognition and Jurisdiction of work.....	3
2.	Hours, Overtime, Time Cards and shift work	10
3.	Layoff.....	12
4.	Insurance (Bonding).....	13
5.	Administrative Dues Check-Off.....	13
6.	Stage Work Plate Glass Bracket, Shop Glazing, and Salvage Removal	13
7.	Sealed Unit Bracket	17
8.	Apprentices	18
9.	Wages.....	20
10.	Welfare.....	20
11.	Pension.....	21
12.	Vacation	22
13.	Holidays	22
14.	Fringes.....	23
15.	Journeyman Contractors	24
16.	Wage Determination Reports.....	24
17.	Grievance and Arbitration	24
18.	Out-of-Jurisdiction Expenses.....	25
19.	Chauffeur's License	25
20.	Truck Signs	25
21.	Additional Men	25
22.	Shop Steward	26
23.	No Strikes/ No Lockouts.....	26
24.	Non-Discrimination	26
25.	Savings Clause	27
26.	Safety Clause	27
27.	Tools	28
28.	Substance Abuse	28
29.	Out-of- Jurisdiction & 50-50 Clause.....	28
30.	Favored Nations Clause	29
31.	Term of Agreement.....	29
	EXPENSE LIST.....	30
	COUNTIES.....	30
	MAP.....	32

**ARTICLES OF AGREEMENT BETWEEN
GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 513
AND THE GLAZING CONTRACTORS OF THE
ST. LOUIS, MISSOURI AREA**

Entered into this first day of November, 2020 between: _____,
party of the first part and hereinafter referred to as the “Employer” and Glaziers,
Architectural Metal & Glass Workers Local Union No. 513 of St. Louis, Missouri and
Vicinity, affiliate of the International Union of Painters & Allied Trades, AFL-CIO, party
of the second part hereinafter referred to as the “Union.”

ARTICLE 1 – RECOGNITION AND JURISDICTION OF WORK.

1.1 The Employer hereby recognizes IUPAT District Council 58/ Glaziers, Architectural Metal and Glassworkers Local Union 513 (“the Union”) as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”), of a full-time and regular part-time employees employed on all present and future jobsites within the jurisdiction of the Union. Such recognition is predicated on the Union’s demand for recognition pursuant to Section 9(a) of the Act, and on the Union’s presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their sole and exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union’s showing and agrees that it reflects the employees’ desire to be represented by the Union under Section 9(a) of the Act.

1.2 A. The Employer, and Independent Contractors, expressly agree that the St. Louis Glass and Architectural Metal Association (hereinafter referred to as "AGMA") will represent the Employer or Independent Contractor for all collective bargaining purposes during the term of this Agreement, specifically including any and all negotiations with the Union for any renewal or subsequent Agreements, unless the Employer or Independent Contractor serves timely and unequivocal notice of its intent to withdraw AGMA's authority to negotiate on its behalf otherwise, in accordance with the provisions of applicable law. Timely and unequivocal notice must be served on AGMA, via certified or date stamped electronic mail, prior to the commencement of the first day of bargaining between AGMA and the Union.

B. AGMA and its successors and assigns, represents that it has the legal authority under its governing documents to act as the sole and exclusive bargaining agent for all of its present and future members, and their successors and assigns, as well as for those Employers and Independent Contractors which have assigned to AGMA the authority to represent the Employer or Independent Contractor for collective bargaining purposes, and their successors and assigns. The Union recognizes AGMA as the sole and exclusive bargaining agent for all such Employers or Independent Contractors that have assigned their bargaining rights to AGMA in writing.

C. Employers, or Independent Contractors, which have not assigned to AGMA the authority to represent the Employer or Independent Contractor for collective bargaining purposes shall remain bound to the Agreement as amended thereafter in future negotiations with AGMA, unless timely written notice is given to the Union of its cancellation of the Agreement.

D. A non-member of AGMA that has not previously assigned to AGMA the authority to bargain on its behalf shall become bound by this Agreement and all references to AGMA, Employer or Independent Contractor shall be considered as referring to and including that non-member.

1.3 The Employer recognized the Union as the exclusive representative and bargaining agent for its employees performing work in the counties of: In Missouri- Dent, Franklin, Jefferson, Lincoln, SW half of Marion, Perry, Pike, St. Charles, St. Francois, Ste. Genevieve, St. Louis, St. Louis City, Warren, Washington (and in Illinois-Madison, Saint Clair and Monroe are recognized as Local 513 jurisdiction) who are employed by the Employer for the work of cutting, fabrication and assembly and installation of all metal products and associated hardware and associated track assemblies, also automatic and/or sliding doors and associated metal work; the installation and removal of all types of glass, mirrors, structural glass, obscure glass, insulated glass, skylight glass, wire glass, and all similar glass products; all types and all methods of re-glazing including the removal of existing glass and all putty; the installation and removal of plastics and similar products used as a substitute for glass or when used for any other purpose.

1.4 The work covered by this Agreement coming under the jurisdiction of the Union shall consist of removing, cutting and setting of all glass or similar products such as: prism glass, protection glass, plate glass, window glass, mirrors of all types, wired glass, colored glass, figured glass, glass shelving, obscure glass and opaque glass, glass chalk board, tempered glass doors, insulating glass units, plastics, including mirrors and translucent panels, Kalwall, plexiglass, fiber glass panels; also the application of all putty, Thiokol, Neoprene, double faced tapes, or other patented sealants, caulking, moldings, rubber gaskets; all types of mastics, in or on wood, iron aluminum or sheet metal sash, skylights, doors, frames, wall cases, showcases, store fronts, partitions and fixtures when in the shop or on the jobsite, either temporary or permanent.

1.5 Further, the cutting, fabrication, and assembly of all metals, either in the Employer's warehouse or other suitable location, or on the jobsite, the setting and installation of all metals in connection with store fronts, curtain walls, handrail, and glazing of skylights, field welding, all connectors for any and all glass holding materials, as long as it is in the aluminum package, window-walls, glass clad walls, window units, core-systems, skylights, special frames, doors, hardware, sills, side jambs, head jambs, vertical and horizontal mullions, muntins and division bars, any and all tubular type metals, trim molding, brake metal, fascia metals including metal column covers, or plaster covers, including insulation panels, porcelain panels, aluminum panels, special glass panels,

extruded or rolled metals and all wall facing metals, servicing and installation of all doors including automatic doors and equipment, including associated hardware and associated track assemblies.

1.6 Further, the jurisdiction of the “**B**” division Glazier shall be: Shop work, to include the loading and unloading of trucks, the cutting and handling of glass, stocking of material and delivery of material to one central delivery area on the first floor per jobsite and pickup of same and also to only one central location on a renovation project. All shop work, such as auto glass, any and all installation of storm windows or storm doors and re-glazing of patio doors. Also, shall be allowed to “first cut” aluminum, but not to do the exact sizes required. All of the above named work may also be performed by an “A” Division glazier or apprentice.

1.7 The Employer has the discretion to purchase cut or drilled, and/or K.D. material on any building as long as all assembly is done by a 513 signatory contractor using 513 A Division Glaziers. The Employer may purchase pre-glazed or unitized systems for any size building as long as the installation is done by Local 513 A Division Glaziers.

1.8 All bed caulking and applications of caulk to seal, and/or weatherproof all glass setting, either during the original glazing operation or at a later date to seal the glass setting. Also, the caulking of all metals that are installed by glaziers unless the caulking is covered under other sections of the specifications in the general contract.

1.9 It is understood that the interpretation of the above language shall be based in what has been traditionally and by past practice performed by the glaziers of the above mentioned Employer.

1.10 Material Handling Jobsite: All glass and glazing material crated or otherwise, metal framing systems, and accessories will be delivered and unloaded at the jobsite at a central location by the delivering agent, except for the following which must be unloaded by the glaziers:

- A. Fifty lights or more of uncrated plate glass or crystal glass over 80 united inches.
- B. All uncrated plate glass or crystal over 120 united inches shall be loaded or unloaded and distributed on the jobsite by the proper amount of glaziers governed by the respective glass bracket.
- C. If additional help is required by the delivering agent, a journeyman or apprentice glazier shall be assigned to assist in the unloading.
- D. The number of men on the job may safely move materials that obstruct them from performing the work.

1.11 All distribution and hoisting is the work of the glazier. However, “B” Division will be allowed to unload one (1) man items to one central location.

1.12 It is mutually agreed that an Employer Committee or its representative will meet with a Union representative at least once each quarter on the last Wednesday of each quarter with at least two members of each group to discuss matters of mutual interest.

1.13 Manner of Employment:

1.14 The parties recognize the fact that the Union’s knowledge and experience within the industry here involved, together with the sources of competent manpower available to it, can be of assistance to the Employer in recruiting journeymen and apprentices as employees. For this reason the Union shall be the sole and exclusive source of referral of applicants for employment.

1.15 The Employer further agrees to give such applicants referred to it by the Union, due and fair consideration consistent with the provisions of the National Labor Relations Act, and also agrees not to discriminate against any such applicant by reasons of his membership in the Union or his participation in any lawful activities.

1.16 The Employer shall notify the Union whenever employees are hired, giving their names and addresses.

1.17 Glaziers Local 513 “A” Division journeymen shall be free to select the Employer for whom they desire to work; and the Employer is free to hire Glaziers Local 513 “A” Division journeymen of their choice, without unfair discrimination.

CRAFT SKILLS

1.18 All new applicants for membership in District Council 58/ Local 513 affiliated with this Collective Bargaining Agreement may be evaluated as to their craft skills within forty-five (45) days of their application or Clearance Card being filed with Local 513.

1.19 These skill evaluations will be provided by the recognized training entity with District Council 58/ Local 513. Those who demonstrate their skills shall be given either a journeyman or apprentice classification.

1.20 Those failing or unwilling to demonstrate their skills to the recognized training entity, shall automatically be classified as an apprentice and will be subject to all rules and regulations of that training program.

1.21 All contractor referrals will be accepted for consideration of due process for obtaining membership of the IUPAT.

TOP WORKPLACE PERFORMANCE

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

1.23 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 for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

1.24 The provisions in the previous 2 paragraphs notwithstanding, a Termination Review Committee composed of the members of the District Council Joint Trade Board (or composed of 2 members appointed by the BMST of the District Council and 2 members appointed by the Employer Association) may, upon 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.

1.25 Union Security Clause. All employees covered by this Agreement shall, as a condition of employment, obtain and maintain membership in the Union on or after the 8th day following the beginning of their employment or the execution date of this Agreement, whichever is later. Membership means that an employee is obligated and required to tender dues and initiation fees uniformly required, or in the event the employee objects, then membership shall mean the obligation to pay periodic dues and initiation fees related to representational costs.

1.26 Hiring Hall Rules. In order to maintain an efficient non-exclusive referral system, the following rules have been established:

1.27 All persons who are available for referral to jobs within the geographical jurisdiction of the Glaziers, Architectural Metal & Glass Workers Local 513 (hereinafter referred to as the Local) shall be placed on the referral list in categories entitled Group I, Group II, and Group III, depending upon their qualifications and shall be referred to available jobs in accordance with the procedures herein.

1.28 The referral request list shall be divided into three separate groups, with qualifications for each particular group. The groups and their qualifications are as follows;

1.29 Group I shall consist of all persons who are regularly available for referral to jobs within the Local’s geographical jurisdiction and who are not otherwise employed

on a full time basis either as an employee of the Local or any other job. Persons on this list, meeting the following requirements, are the only group eligible to solicit their own job

- A) Four years continuous residence in the geographical jurisdiction of the Local. Residency shall be grandfathered in under the jurisdiction prior to 2014.
- B) Four years experience as a journeymen glazier consisting of 1,500 hours of employment with an employer having a collective bargaining agreement with the Local, followed by 1,000 hours of employment in the industry for two consecutive years with an employer having a collective bargaining agreement with the Local: and
- C) Completion of the Local's Apprenticeship program, excluding those individuals who were referred through the hall prior to 01/01/1994, or another qualified Apprenticeship program with the IUPAT and the AGMT certification

1.30 Group II shall consist of all persons who are regularly available for referral to jobs in the Local's geographical jurisdiction and who are not otherwise employed on a regularly full time basis either as an employee of the Local or any other job. Persons on this list must also meet the following requirements;

- A) Three years of continuous residence in the geographical jurisdiction of the Local. Residency shall be grandfathered in under the jurisdiction prior to 2014.
- B) 1,000 hours of employment in a three year period as a glazier with an Employer having a collective bargaining agreement with the Local;
- C) Completion of a qualified Glazier's Apprenticeship program.

1.31 Group III shall consist of all other applicants who meet any single requirement of Group I or II or none of the requirements of Group I or II, however one who has no proof of a completed Apprenticeship shall be required to take the Craft Skills Test to be placed.

1.32 Each of the respective lists shall be arranged on the basis of the first person to sign the list or have his name placed on the list. When the Business Agent (hereinafter referred to as the B.A.) is contacted by an Employer who is seeking employees, the B.A. will advise the Employer of the names on the appropriate list, the Employer will then be allowed to select the individual. Should an Employer not wish to make a selection, then individuals will be referred on a first in – first out basis, so long as they meet the requisite qualifications and are qualified to perform the job to which they are to be referred.

1.33 In making referrals, the B.A. or his designee shall contact the applicant by telephone, if necessary, and advise the applicant of the job and its location. The applicant shall then have the right to accept or reject employment. However, should the applicant refuse employment, all other names on the referral list must be exhausted before the rejecting applicant will be again contacted by the B.A. Should an applicant refuse two jobs, his

name shall be stricken from the list, and the applicant must then again sign the list on the next available date or contact the B.A. and ask that his name be again placed on the list. The B.A. shall only be required to call an applicant once and should he be unable to locate the applicant, he shall move to the next available qualified applicant. If the B.A. should call an applicant three times for three different jobs and receive no response from the applicant or no answer at the telephone number provided, then the B.A. shall strike the name of the applicant from the list and the applicant shall be required to once again sign the list or request the B.A. to place his name on the list.

1.34 In filling jobs, the Local will first go to Group I and if all jobs requested are not filled from available persons on the Group I list, the Local will go to the Group II list then to the Group III list.

1.35 Applicants who have never utilized the referral list must complete an information sheet setting forth their qualifications and experience in the industry at the time they sign or request to be placed on the referral list. The B.A. shall have the right to verify such information before referring applicants.

1.36 All applicants must understand that the Employer has the right to accept or reject applicants referred to the Employer by the Local.

1.37 An Appeals Committee is hereby established composed of: One (1) member appointed by the Union, one (1) member appointed by the Employers or by the Association of Employers, as the case may be, and one (1) public member appointed by both of these members. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local and the complainant.

1.38 The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement or the collective bargaining agreement, and its decision shall be in accord with this agreement.

1.39 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

1.40 Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, By-Laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. Referrals shall be on a nondiscriminatory basis without regard to any person's race, sex, or creed.

1.41 Definitions. "Resident" means a person who has maintained his permanent home in the geographical jurisdiction of the Local, having had a permanent home in this area.

1.42 No-Sub Contracting & Work Preservation Clause:

1.43 The company agrees that in the event any work is subcontracted to be done within the geographical jurisdiction of the Union and said work is of the type and nature as outlined in Section 1. of this Article and is to be done at the site of construction, alteration or repair of buildings, structures or other works, then in that event such subcontract will be awarded to a company whose wages, hours and conditions of employment (excluding union security) are at least equal to those wages, hours, and conditions of employment established under local agreements with this Union or a Union affiliated with the IUPAT. If any above mentioned products in Section 1, or any new products become available only on an installed basis, by said supplier, this section is null and void.

1.44 Notwithstanding the foregoing, the Employer may allow the manufacturer of the purchased materials to address particular defects in order to control its risk with warranties, provided that before doing so the employer demonstrates to the Union that the subcontracting is essential for the foregoing purpose.

A. The Employer has the discretion to sub-contract to other union contractors:
Fire Safing and insulating.

1.45 Successor Clause: Before the Employer sells assets, leases, transfers to, assigns the business covered hereby to any purchaser, transferee or assignee, such person must be advised by the Employer of the existence of this Collective Bargaining Agreement, and the Employer agrees to do so.

1.46 Any employee working for a signatory contractor shall be paid the scale set forth in this Agreement when employed in any manner.

ARTICLE 2 – HOURS, OVERTIME, TIME CARDS & PAYDAY

2.1 A journeyman or apprentice glazier shall be paid a minimum of 4 hours pay, or actual time worked in any day, whichever is greater, except where weather conditions prevail.

2.2 Eight (8) starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. respectively, at the Employer's discretion shall constitute a day's work within the jurisdiction of Glaziers Local 513. Any work prior to 6:00 a.m. or after eight (8) hours of work or work on Saturday shall be paid at the overtime rate of time and one half on the wage and benefits.

However, the Employer has the option, with the notification to the hall, to start the Employee at 5 am at the straight time rate if the work area is directly connected to an occupied space in a building, where excessive noise will not be allowed during normal business hours.

2.3 All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of time and one half of wages and benefits, unless working nightshift . All work on Sunday shall be paid at double the prevailing scale of wages and time and one half of benefits. On weekdays, Monday thru Friday, regular employees called back to work after regular working hours shall receive not less than two (2) hours pay at the time and one-half rate. Of these two (2) hours, one (1) hour shall constitute full pay for traveling time without regard to the actual amount of traveling time spent. There shall be no call back after Midnight. Any additional overtime to the aforementioned one (1) hour of emergency or non-scheduled overtime, the Employer or the employee must call the Union to receive permission to work prior to the overtime work being performed. Holiday work is covered in the next Article.

2.4 4-10 hour shifts can be established on any job with a duration of more than 4 days Mon – Thurs with a 30 minute unpaid lunch break and an additional paid 15 minute break on jobs reported to the Hall prior to commencing (more than 24 hours' notice). Forty (40) hours a week constitute a week's work. If the Employer fails to notify the hall before the start of the job then any hours worked over the normal (8) shall be paid at the applicable overtime rate. In the event that a job is shut down due to weather conditions or a Holiday falls on Monday, Tuesday, Wednesday or Thursday then Friday can be used as a makeup day. Also, the Employer shall not bring another crew in for the fifth (5th) workday on the project while not calling in the regular crew that had been scheduled for that project.

2.5 One-half hour, from 12:00 noon to 12:30 p.m. shall be allowed for the lunch period. Five (5) days from Monday through Friday inclusive, shall constitute a regular work week.

2.6 Employees shall maintain a daily, signed record of actual work and expenses on each job on a form as prescribed by a Joint Committee of the Union and the Employers. Such form will be filled out by employees on the Employer's time and as each job is completed. The completed form will be turned into the Employer's office by 4:30 p.m. on the date said Employer specifies, either by mail or in person.

A. Each employee will be given a weekly breakdown of FICA, federal, state, and local taxes, vacation and holiday deductions, and Dues and Admin. Dues Check-off, on a weekly basis with the option to receive the breakdown electronically or in paper form.

2.7 When an employee is late in reporting for work, or fails to appear, the result being a lack of full complement of men to install the material involved, the men on the job shall start work without the absentee or his replacement, provided that the men on the job call the Business Agent to obtain permission to perform the installation, and in the event he is not available, determine between themselves if the installation can be completed without risk of safety to the men.

2.8 Payday. Each Employer may designate a payday agreeable to him and employees. The Employer shall notify the Union in writing as to what day has been agreed upon.

The employee must receive his check by the affected employees scheduled time off on the designated payday. Any employee working out-of-jurisdiction or on vacation: payment by regular mail post-marked prior to the agreed payday shall be deemed payment in accord with the terms and life of this Agreement. If any Employer fails to pay the employee by the affected employees scheduled time off on the agreed day, the employee will be required to notify the Employer and the Union; then the employee must receive his check or funds deposited through Direct Deposit paying him in full by 3:00 p.m. the next working day following notification. If this is not complied with, the Employer will pay, in addition to wages owed, a penalty of \$500.00 to each employee involved.

2.9 If a second check is issued to comply with the above, the first check must be returned to the Employer.

2.10 SHIFT WORK: A glazier may work a night shift when job conditions warrant and will be paid a premium of \$3 an hour for every hour worked starting after 8:30 A.M. and ending before 6A.M , with the permission of the Business Rep.

2.11 Any glazier who has worked 8 hours during any calendar day is to receive overtime for any night shift hours worked that day. If the night shift would be completed after midnight before a regularly scheduled work day, then that last day of night shift would be paid at the overtime rate. The employee at his option can work the next day at straight time.

2.12 B Division Hours of Work. The normal week shall be Monday thru Friday with the starting times between 6 and 8 AM and ending at 2:30 and 4:30 respectively. Any hours worked outside of the normal working hours are considered overtime. All work in excess of eight (8) hours per day or forty (40) hours per week Monday thru Friday, shall be paid at the rate of time and one half of wages and straight time on fringe benefits. All hours worked on Saturdays, Sundays or Holidays shall be paid at the double time rate of wages and straight time rate on fringe benefits.

ARTICLE 3 – LAYOFF

3.1 In the event of a layoff, layoff would be payoff by the end of the affected employees shift. Any employee employed by an Employer for more than one day will receive twenty-four notice of the layoff.

3.2 Expenses and any other monies due will be paid on the next regular payday of the Employer. If a man is out of jurisdiction, his check must be deposited in the mail the same day. If any of the above instances are not complied with, the employee will receive a penalty of \$500.00 in addition to all other monies owed.

3.3 When layoffs are made by an Employer: the helper shall be laid off first, thereafter out-of-town journeymen shall be laid off, and lastly Glaziers Local 513 apprentices and/or journeymen.

ARTICLE 4 – INSURANCE

4.1 All Employers must pay Social Security, Unemployment Compensation, Workers Compensation Insurance on each journeymen and apprentice glazier while in their employ. The Employer must furnish to the Union a copy of their Worker's Compensation Insurance with a 10-day cancellation notice.

4.2 Bonding Requirement:

4.3 Any Glazing Contractor signatory to this Agreement, or any other Employer signatory to a Memorandum of Agreement with Local 513, must post a security bond or cash equivalent for the amount of employees they currently employ to cover the fringe benefits for all Health and Welfare, Pension, Apprentice, Vacation, Holiday, Dues Check Off and Administration Dues Check Off and the Glazier Industry Fund:

1-5 employees = \$25,000
6-10 employees=\$50,000
11-15 employees=\$75,000
16 employees and over=\$150,000

ARTICLE 5 – ADMINISTRATIVE DUES CHECK-OFF

5.1 The Union is to supply a list of all members having these assessments taken out of their checks.

Every Employer signatory to this Agreement hereby agrees to check-off (withhold) 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 By-Laws and to remit said amount to the Union in the following manner. Refer to Article 14, page 23.

ARTICLE 6 – STAGEWORK, PLATE GLASS BRACKET, SHOP GLAZING & SALVAGE REMOVAL

6.1 STAGE WORK – There shall be two (2) journeymen or one (1) journeymen and one (1) apprentice on all stage work. For the purpose of this Article, a swinging stage would be identified as any working platform hung from the roof of a building, either operated by power or manually.

6.2 The manning provisions in Articles 6 and 7 (excluding 6.1) are not mandatory and are to serve as guidelines to be used by and in the discretion of the Employer. The Glaziers performing the work reserves the right to require the use of additional manpower on any of the foregoing sizes should safety and conditions so warrant. Guidelines contained in Articles 6 and 7 are not subject to the provisions of Article 17 – Grievance and Arbitration. However, should any Glaziers be disciplined for failure to follow orders relative to Articles 6 and 7 said instances shall be subject to the provisions of Article 17

6.3 PLATE GLASS BRACKET – For the safety of the glaziers employed on glass work, including multiplate or laminated glass, the Employer agrees to employ glaziers on the following basis:

6.4 Schedule 1. – For **new** plate glass work of any thickness **excluding** tempered and laminated; and **replacement** plates **over** 5/16” thickness.

6.5 Schedule 2 – Replacement Plates and Tempered and Laminated plates of 5/16” thickness and under.

6.6 Schedule 3. – Sealed Unit Bracket. – Article 7.

SCHEDULE 1.

6.7 ON NEW PLATE GLASS WORK OF ANY SIZE OR THICKNESS (INCLUDING TEMPERED & LAMINATED & REPLACEMENT PLATES OVER 5/16’ THICK:

On New work Work up to & Including 5/16” thickness:	On New & Replacement Glass work over 5/16” thickness up to 1/2” thickness:	On New & Replacement Glass work over 1/2” thickness:
--	--	--

6.8 For openings up to but not including 48 united inches:

1 journeyman	1 journeyman	1 journeyman
--------------	--------------	--------------

6.9 For openings 48 united inches up to but not including 120 united inches:

1 journeyman	1 journeyman	2 journeymen or 1 journeyman and 1 apr.
--------------	--------------	--

6.10 For openings 120 united inches up to but not including 140 united inches:

2 journeymen or 1 jour. & 1 apr.	2 journeymen or 1 jour. & 1 apr.	3 journeymen or 2 jour. & 1 apr.
-------------------------------------	-------------------------------------	-------------------------------------

6.11 For openings 140 united inches up to but not including 160 united inches:

3 journeymen or 2 jour. & 1 apr.	3 journeymen or 2 jour. & 1 apr.	4 journeymen or 3 jour. & 1 apr.
-------------------------------------	-------------------------------------	-------------------------------------

6.12 For openings 160 united inches up to but not including 170 united inches:

4 journeymen or 3 jour. & 1 apr.	4 journeymen or 3 jour. & 1 apr.	6 journeymen or 5 jour. & 1 apr.
-------------------------------------	-------------------------------------	-------------------------------------

6.13 For openings 170 united inches up to but not including 180 united inches:

4 journeymen or 3 jour. & 1 apr.	5 journeymen or 4 jour. & 1 apr.	6 journeymen or 5 jour. & 1 apr.
-------------------------------------	-------------------------------------	-------------------------------------

6.14 For openings 180 united inches up to but not including 220 united inches:

5 journeymen or 4 jour. & 1 apr.	6 journeymen or 5 jour. & 1 apr.	7 journeymen or 6 jour. & 1 apr.
-------------------------------------	-------------------------------------	-------------------------------------

6.15 For openings 220 united inches up to but not including 240 united inches:

6 journeymen or 5 jour. & 1 apr.	7 journeymen or 6 jour. & 1 apr.	9 journeymen or 8 jour. & 1 apr.
-------------------------------------	-------------------------------------	-------------------------------------

6.16 For openings 240 united inches up to but not including 270 united inches:

7 journeymen or 6 jour. & 1 apr.	8 journeymen or 7 jour. & 1 apr.	10 journeymen or 9 jour. & 1 apr.
-------------------------------------	-------------------------------------	--------------------------------------

6.17 For openings 270 united inches up to but not including 290 united inches:

8 journeymen or 7 jour. & 1 apr.	10 journeymen or 9 jour. & 1 apr.	11 journeymen or 10 jour. & 1 apr.
-------------------------------------	--------------------------------------	---------------------------------------

6.18 For openings 290 united inches up to but not including 310 united inches:

9 journeymen or 8 jour. & 1 apr.	11 journeymen or 10 jour. & 1 apr.	12 journeymen or 11 jour. & 1 apr.
-------------------------------------	---------------------------------------	---------------------------------------

6.19 For openings 310 united inches and over:

10 or more jour. or 9 or more jour. & 1 apprentice	12 or more jour or 11 or more jour. & 1 apprentice	14 or more jour. Or 13 or more jour. & 1 apprentice
--	--	---

6.20 REPLACEMENT SCHEDULE – On new work, tempered glass and laminated glass to be included in the replacement schedule.

SCHEDULE 2.

6.21 REPLACEMENT PLATES & TEMPERED OR LAMINATED PLATES OF 5/16” THICKNESS OR UNDER:

6.22 For openings up to but not including 120 united inches:

1 journeyman

6.23 For openings 120 united inches up to but not including 160 united inches:

2 journeymen or 1 journeyman and 1 apprentice

6.24 For openings 160 united inches up to but not including 180 united inches:
3 journeymen or 2 journeymen and 1 apprentice

6.25 For openings 180 united inches up to but not including 220 united inches:
4 journeymen or 3 journeymen and 1 apprentice

6.26 For openings 220 united inches up to but not including 240 united inches:
5 journeymen or 4 journeymen and 1 apprentice

6.27 For openings 240 united inches up to but not including 270 united inches:
6 journeymen or 5 journeymen and 1 apprentice

6.28 For openings 270 united inches up to but not including 290 united inches:
7 journeymen or 6 journeymen and 1 apprentice

6.29 For openings 290 united inches up to but not including 310 united inches:
8 journeymen or 7 journeymen and 1 apprentice

6.30 For openings 310 united inches and over:
9 or more journeymen or 8 or more journeymen and 1 apprentice

6.31 For Schedule 1,2 and 3. When a power cup or manipulator is used in setting glass a 50% reduction in manpower plus 1 can be implemented to the current manpower required by schedule 1, 2 and 3 upon approval of the Business Rep and the Glazier in charge.

6.32 The installation of materials, such as glass, laminated or glass substitute panels, and similar materials to be single or double glazed in any framing systems in any warehouse, up to and including 124 united inches shall require one glazier. From 124 united inches up to but not including 160 united inches, two glaziers shall be required. The aforementioned sections will not be allowed on any jobsite.

6.33 On all tempered glass doors, a minimum of two journeymen glaziers shall be required or one journeyman and one apprentice.

6.34 The removal of salvage glass is determined by the united inches of the opening the glass is being removed from, when the opening is restored to its original state. The number of men required for such work is the same as the replacement plate glass bracket.

6.35 On all replacements that are to be split vertically, horizontally or both, the number of men required to remove any salvage is determined by the united inches of the largest piece to be replaced. A minimum of two men will be required on salvage removal over a one-man replacement plate, up to and including, the five-man bracket. Thereafter, a least

three men will be require on all salvage to be removed. The same provisions apply for demolition work.

6.36 Two apprentices may be used in place of journeymen on any plate over 160 united inches to 310 united inches or more.

6.37 All glaziers will be on the job before work is started, except as provided for in Article 2, Section 2, and no glazier will be permitted to leave until the job is safe in the opinion of the Glazier in Charge.

6.38 On work involving installation, removal or service of commercial type sliding doors and/or walls, which are glazed, a minimum of two journeymen or one journeyman and one apprentice shall be required.

6.39 Employers may at their option, sell pre-glazed windows and sliding patio doors (type A1-A3), if installation is to be performed by glaziers or as per other trade agreement, the work shall be done by glaziers.

6.40 The Employer shall not be allowed to purchase pre-glazed ICU or entrance doors.

ARTICLE 7 – SEALED UNIT BRACKET

Schedule 3

7.1 For the installation of all double glazed sealed units, the Employer agrees to employ glaziers on the following basis:

On up to 10 units per job in these brackets –

101 up to but not including 140 united inches: 2 journeymen will be required.

140 up to but not including 160 united inches: 3 journeymen will be required.

7.2 On over 10 units per job, the following bracket applies –

7.3 For openings up to but not including 101 united inches:
1 journeyman will be required.

7.4 For openings 101 united inches up to but not including 130 united inches:
2 journeymen or 1 journeyman and 1 apprentice

7.5 For openings 130 united inches up to but not including 160 united inches:
3 journeymen or 2 journeymen and 1 apprentice

7.6 For openings 160 united inches up to but not including 180 united inches:
4 journeymen or 3 journeymen and 1 apprentice

7.7 For openings 180 united inches up to but not including 210 united inches:
5 journeymen or 4 journeymen and 1 apprentice

7.8 For openings 210 united inches up to but not including 240 united inches:
6 journeymen or 5 journeymen and 1 apprentice

7.9 For openings 240 united inches up to but not including 270 united inches:
10 journeymen or 8 journeymen and 2 apprentices

7.10 On replacement of residential patio doors for up to and including 122 united inches; one journeyman will be required. Definition of residential patio doors is any patio door on a single family dwelling or on apartment projects of not more than three stories in height.

7.11 For laminated insulated units made of 3 lites of 1/4" or thicker glass, refer to Article 6, Schedule 1 (**6.7** page 14), for manpower requirements on glass work over 1/2" thickness. (Column on the right)

ARTICLE 8 – APPRENTICES

8.1 Each Employer shall be eligible for one (1) apprentice for every two (2) journeymen. Apprentices shall be a minimum of 18 years of age and be a high school graduate or equivalent. Apprenticeship will not be less than 4 years. An apprentice may work without a journeyman during the last year of their apprenticeship training as long as no journeymen in that particular shop are unemployed.

8.2 The Apprenticeship scale shall be the following percentage of the journeyman scale plus \$1.00 per hour. The \$1.00 added to pay shall be applied to a vacation fund in the apprentices name to be used for missed time due to training. The Pension contribution is to be based on the same percentage as pay scale. Welfare, Apprenticeship, Welfare Retirement and Welfare Subsidy will be paid at the journeymen rate.

8.3 The 4 year apprenticeship scale shall be:

50% + \$1.00- For the 1st year
55% + \$1.00- 3rd six months(starting 2nd year)
60% + \$1.00- 4th six months
65% + \$1.00- 5th six months (starting 3rd year)
70% + \$1.00- 6th six months
75% + \$1.00- 7th six months (starting 4th year)

80%+ \$ 1.00- 8th six months

8.4 Increases in percentages shall be based on 842.5 hours worked for each six month period accumulative.

8.5 In order that an adequate supply of competent, skilled craftsmen shall be available at all times, a Joint Committee consisting of three Union and three Company owners, shall be established for the selection process and for the purpose of working out a suitable Apprenticeship Training Program. The Joint Committee shall meet quarterly as needed.

8.6 Apprenticeship Training & Journeymen Education Fund - The Employer and Union hereby agree that they shall, for the term of this contract be bound by the terms of the "Agreement and Declaration of Trust," establishing the "Glaziers, Architectural Metal and Glass Workers L.U. #513 Apprenticeship & Journeymen Education Fund," which agreement and declaration is hereto attached and by reference made a part hereof and that the Employer and Union shall at all times conform and adhere to the requirements for payment and remittance imposed or to be imposed, by the Trustees thereof. During the life of this Agreement the Employer agrees to pay for each hour worked into the Apprentice & Journeyman Education Fund. Current rate is \$1.16 per hour.

Effective:

November 1, 2020: \$1.16 per hour

November 1, 2021: "Increase shall be subject to the recommendations of the Board of Trustees in accordance with Article 9 and the allocation determined by the membership

November 1, 2022: "

November 1, 2023: "

November 1, 2024: "

LMP \$0.07 per hour

FTI \$0.10 per hour

8.7 Apprentices may drive a truck to a job in the morning, work on that job with a journeyman, and drive to the shop in the afternoon. They may not be used as a delivery agent.

8.8 Apprentices may be allowed to work apart from a journeyman on the same job, except as specified in the plate glass bracket.

8.9 In schedule 1, 2 and 3 on 3 man glass and up: Apprentices in his/her last full year can be included as a journeyman.

ARTICLE 9 – WAGES*

9.1 It is agreed that the rate for journeymen glaziers shall be as follows on non-prevailing projects: \$40.00

Effective

November 1, 2021 = \$1.00 per hour to be allocated between wages and fringe benefits

November 1, 2022 = \$1.25 per hour to be allocated between wages and fringe benefits

November 1, 2023 = subject to provisions of Article 31, 31.2

November 1, 2024 = subject to provisions of Article 31, 31.2

9.2 Glazing Contractor will determine their Foreman:

Foreman wage per hour (base wage) plus \$2.50

General Foreman wage per hour (base wage) plus \$3.50

9.3 It is agreed that the rate for “B” Division glaziers shall be as follows on non-prevailing projects: \$26.15

Effective

November 1, 2021 = \$0.50 per hour to be allocated between wages and fringes

November 1, 2022 = \$0.50 per hour to be allocated between wages and fringes

November 1, 2023 = subject to provisions of Article 31, 31.2

November 1, 2024 = subject to provisions of Article 31, 31.2

9.4 Parking fees to be paid by the employer up to \$10 a day with a receipt

ARTICLE 10 – WELFARE*

10.1 The Employer agrees that welfare insurance benefits shall be continued for the duration of this Agreement. The benefits will be printed in book form, provided by the Employer for each employee covered under the terms of this Agreement and will become parcel and part of this Agreement. It is further agreed that the insurance company may at its option include Co-Ordination of Benefits Provisions in its policy. The Employer and Union Trustees have the right to change the carrier.

10.2 The Employer agrees that during the term of this Agreement it shall be bound by the terms of the Declaration of Trust establishing the Glaziers, Architectural Metal & Glass Workers Local 513 Health & Welfare Fund.

10.3 During the life of this Agreement the Employer agrees to pay for each hour worked into the Health & Welfare Fund, Health & Welfare Retirement and Health & Welfare Subsidy Funds as listed: Effective rate =\$7.51

Welfare Fund: Effective rate = \$7.51 per hour

November 1, 2021: Increase shall be subject to the recommendations of the Board of Trustees in accordance with Article 9 and the allocation determined by the membership
November 1, 2022: “
November 1, 2023: “
November 1, 2024: “

10.4 Welfare Retirement Fund: \$.50 per hour Welfare/ Unemployment Fund. \$.50 = \$1.00 Total

ARTICLE 11 – PENSION.*

11.1 The Employer agrees to continue a Pension Plan to cost the following amount for each hour worked into the Glaziers, Architectural Metal & Glass Workers Local 513 Defined Benefit Pension Plan and the Glaziers Local 513 Defined Contribution Money Purchase Plan:

11.2 Non-Prevailing Wage Def Ben= \$9.23 Profit Share/401k pension= \$5.25

November 1, 2021: Increase shall be subject to the recommendations of the Board of Trustees in accordance with Article 9 and the allocation determined by the membership
November 1, 2022: “
November 1, 2023: “
November 1, 2024: “

11.3 “B” Division rate effective November 1, 2019 \$10.51 Profit Sharing/401K=\$10.51

November 1, 2021: Pursuant to wage allocation of Article 9, 9.3
November 1, 2022: “
November 1, 2023: “
November 1, 2024: “

11.4 On prevailing wage projects prevailing wage contributions will apply.

11.5 The Employer further agrees to be bound by the terms and agreements of Declaration of Trusts establishing the separate trusts.

ARTICLE 12 – VACATIONS.*

12.1 The present Non-Prevailing vacation amount for “A” Division shall be \$2.48 for each straight time hour and \$3.72 each over time hour worked. Adequate notice is to be given to the Employer.

12.2 If the Union has glaziers working through their vacations to help with the lack of available manpower, the glaziers will be allowed to work for their “home” shop with permission of the Business Representative and Shop Steward.

12.3 B Division rate for vacation is a % of the base wage per hour

According to years of service: After one year= 2%
After two years= 4%
After 3 years= 6%
After 10 years= 8%

The change in contribution will occur on the anniversary date of the employee. \$0.06 per hour to be withheld from the employee’s check for administration dues.

ARTICLE 13 – HOLIDAYS.*

13.1 The following days shall be recognized as holidays and no work shall be performed on these days unless permission of the Business Agent is given: New Year’s Day, Martin Luther King Jr Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

A. Any “A” Division member required to work on any holiday and is given permission shall be paid at the double time rate of wages and time and one half of benefits.

13.2 During the life of this Agreement the individual company agrees to pay all “A” Division employees \$1.64 of the Non-Prevailing gross hourly wage for each hour worked into the Holiday Trust Fund and \$2.46 for each overtime hour worked. These rates are subject to annual adjustments.

13.3 Any “A” Division employee who is required to work on any of the holidays will receive in addition to the compensation provided in Section 1, double time pay at his regular hourly rate and time and one half of benefits for all hours worked on the Holiday.

A. No member is allowed to work on any given Holiday unless permission is given by the Business Agent.

13.4 If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on a Saturday, it shall be celebrated on the preceding Friday; and in both cases, the provisions of this article concerning holiday pay will apply.

13.5 The holiday money is to be accumulated in the Holiday Trust Fund from November 1st through October 31st of the following year, and all of these monies are to be reimbursed to the member one month later on December 1st, to allow for clerical procedures to be accomplished.

13.6 B Division Holiday specification: All regular full-time employees shall be paid for each of the above mentioned holidays (9) regardless of the day they occur and shall be paid (8) hours pay, computed at the established straight time hourly rate, although no work is performed, provided such employees work either the last day prior to, or the next scheduled work day after the holiday, except where permission for non-work is granted by the company or for a bona fide illness. For the purpose of this section only, an employee will not be eligible for holiday pay unless he has worked each scheduled work day during the ten (10) calendar days preceding the holiday.

ARTICLE 14 – FRINGES.

14.1 All fringe benefits are to be calculated on each straight time hour at the straight time rate and each overtime hour worked at the time and one half rates, except for FTI, LMP and Admin. Dues Check-Off which is based on gross earnings. All payments by Employers into any of the funds established under the terms of this Agreement, such as the Health & Welfare Fund, H&W Retirement, Holiday Fund, Dues Check-Off Fund, Pension Fund, Vacation Fund, and Administrative Dues Check-Off Fund shall be paid monthly.

14.2 All payments received later than the 10th of the following month shall be assessed a penalty of 3% if the payment is received between the 20th to the 25th, 5% if it's received between the 25th to the 30th and 10% if it's received later than the 30th. All payments not received within seven (7) days after the 30th shall, in addition to the above penalty shall cause such delinquent Employer to be in violation of this Agreement and the Union may withdraw all employees under its jurisdiction from such Employer's shop and jobs, and such Employer shall be held responsible to the employees for all losses resulting there from.

14.3 The Employer agrees to contribute to AGMA **\$0.08** per hour which shall be sent in a separate check and AGMA report with their regular monthly fringe check and report to Glaziers Fund office which will be forwarded to AGMA. Such contributions shall be applied for the purpose of promoting the architectural glass and metal industry in the area covered by this agreement and shall not be used, directly or indirectly, to the detriment of the parties to this Agreement. Upon the request of AGMA, the Union must furnish to AGMA the AGMA hours report, or total hours worked in a particular month, for any signatory contractor.

ARTICLE 15 – JOURNEYMEN CONTRACTORS.

15.1 Glazier journeymen contractors who are signatory to this Agreement and are affiliated with the International Union of Paints and Allied Trades shall be entitled to work with the tools and perform unit work.

15.2 Glazier journeymen contractors or spouses of contractors are not eligible for the welfare subsidy program and contributions will not be accepted on their behalf.

15.3 Any journeyperson contractor, also known as a Bargaining Unit Alumni, who works with the tools or performs unit work, shall be required to execute a Bargaining Unit Alumni Participation Agreement for participation in the welfare fund, defined benefit pension fund, defined contribution pension fund, holiday fund and vacation fund. Any journeyperson contractor who does not wish to participate in the Glaziers Local Union No. 513 Fringe Benefit Funds set forth above shall not be authorized to work with the tools or perform any unit work.

15.4 In the event a journeyperson contractor elects to execute a Bargaining Unit Alumni Participation Agreement for participation in the welfare fund, defined benefit pension fund, defined contribution pension fund, holiday fund and vacation fund, said Company shall be required to execute Non-Bargaining Unit Participation Agreement on behalf of all regular non-bargaining unit full-time employees of the Company. The Company is not required but shall have the option to execute Non-Bargaining Unit Participation Agreements for participation in the defined benefit and contribution fund, holiday fund and vacation fund on behalf of all regular non-bargaining unit full-time employees of the Company.

ARTICLE 16 – WAGE DETERMINATION REPORTS.

16.1 The Employer will supply the man-hours worked on specific projects if so requested by the Union. The Union will send a quarterly card reminding the Employer of hours reports needed.

ARTICLE 17 – GRIEVANCE AND ARBITRATION.

17.1 In the event during the term of this Agreement, there shall be any controversy or dispute as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but all differences shall be referred to a committee within five (5) days of the alleged controversy or dispute.

17.2 The Committee will consist of two representatives of the Employer neither of whom may be employees of the Employer involved and both of whom must be representatives of Employers having collective bargaining agreements with this Local Union and two representatives of the Union, other than employees of the Employer involved, who, if they re unable to reach a conclusion within five (5) days, after its first

consideration, either the Union or the Employer, may request that the matter be submitted to binding arbitration.

17.3 The Union or the Employer may request the office of Federal Mediation and Conciliation Service to submit a list of seven arbitrators. From this list, by the Union and the Employer alternately striking a rejection, the remaining name shall become the arbitrator.

17.4 All expenses of the arbitrator shall be paid equally by the Employer and the Union, but each side shall bear its own cost of representation and witnesses.

ARTICLE 18 – OUT-OF-JURISDICTION EXPENSES

18.1 “All Work Outside the Jurisdictional Area”

18.2 When a glazier is requested by the Employer to use his personal automobile, he shall be paid for himself and car as follows: Mileage rate to be adjusted in accordance with IRS variable rate.

Effective January 1, 2020: \$0.575 per mile

18.3 This is to be paid one trip up and one trip back. If the employee is pulled off the job by the Employer and then sent back, they shall be paid for another trip up and trip back. If a person is working outside the jurisdictional area of the Local, they shall be paid actual expenses. Any travel hours will be paid at the appropriate wage rate per Article 2.

ARTICLE 19 – CHAUFFEUR’S LICENSE.

19.1 The Employer shall supply paid time off for employees to apply for a chauffeur’s license when requested by the Employer to have a license, for one time only per renewal.

ARTICLE 20 – TRUCK SIGNS.

20.1 All company trucks shall have painted signs identifying the name of their company.

ARTICLE 21 – ADDITIONAL MEN.

21.1 THE GLAZIER IN CHARGE RESERVES THE RIGHT TO ASK THE EMPLOYER FOR ADDITIONAL MEN AT ANYTIME WHEN THE JOB CONDITIONS SO WARRANT.

ARTICLE 22 – SHOP STEWARD.

22.1 The Employer agrees to the right of the Union to select a shop steward. The shop steward shall be selected from among the employees of the Employer, and shall be a working steward. The steward shall be an agent of the Union in the absence of the Business Manager. The duty of the shop steward will be to enforce the provisions of this Agreement. The Employer cannot discharge, layoff, fire or dismiss a shop steward without permission of a joint conference committee consisting of two representatives of the Employer other than employees of the Employer involved, and two representatives of the Union, other than employees of the Employer involved. For the purposes of layoff and recall only, the steward shall be the second-to-last laid-off and the second recalled. The riding boss shall be the last laid-off and the first recalled.

22.2 Each Employer will be notified by the Union as to who the shop steward will be in that Employer's shop. At no time will the Union appoint the last glazier employed as shop steward, except at shops where there is only one glazier employed. The Employer shall provide the steward with a copy of the same fringe report submitted to the Union.

ARTICLE 23 NO STRIKES/NO LOCK OUTS

23.1 There shall be no strikes or other work stoppages or slow down's or lockouts during the life of this Agreement, except as provided in this Agreement, until the grievance and arbitration procedure herein provided for shall be exhausted.

23.2 Employees covered by this Agreement shall have the right to respect any legal primary 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 primary labor dispute with any bona fide labor organization.

23.3 Any and all disputes, stoppages, suspensions of work, and all claims, demands or actions resulting there from, or involved therein, shall be settled and determined exclusively by the machinery provided for settlement of grievances including final arbitration.

ARTICLE 24 – NON-DISCRIMINATION.

24.1 It is the policy of the parties to this Agreement to provide equal employment opportunity without regard to race, color, sex, creed, or national origin, and all Employers and members of the Union are encouraged to take affirmative action in conformity with such policy.

ARTICLE 25 – SAVINGS CLAUSE.

25.1 If any term or provision of this Agreement is at anytime during the life of this Agreement in conflict with any applicable federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter such term or provision, as originally embodied in this Agreement, is found to be legal, it shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable such invalidity or enforceability shall not impair any other term or provision of this Agreement.

ARTICLE 26 – SAFETY CLAUSE.

26.1 At the discretion of the Employer, they can engage an independent safety instructor to provide OSHA certified classes or instructions at which all employees must attend on company time. All participants must sign all OSHA required attendance forms. The above includes any gang box talks and safety meetings required by the General Contractor or building owner.

26.2 All 513 members will attempt to obtain and maintain OSHA 30 certifications on their own time for the initial certification, refresher courses as required by contractor will be compensated by the contractor in the event the employee has loss of work hours.

26.3 There shall be no unlawful discharge for refusal to violate safety rules, Bocha laws, etc.

26.4 All Employers will furnish all Personal Protective Equipment to be in compliance with Federal, State or Local Safety Legislation.

26.5 On all tubular scaffolding at all landing points, there will be at least two boards 2” x 10” (or greater) in size.

26.6 A safety rope and harness, and/or safety belt and/or appropriate apparatus that may be designed, will be furnished for each man required on all stage work. The safety rope will be interpreted to be not less than 1/2” nylon line with a lanyard to be a maximum of ten feet long. Also, a 4” kick board will be required on all stage work. A full safety back

rail will be supplied on all stage work and all safety lines are to be tied off on something other than the stage rigging. Also, all outriggers must be individually tied back by cable.

26.7 The Employers agree that on all company equipment, including gang boxes, there will be approved Red Cross First Aid Kits. The Glazier-in-charge has the responsibility to keep first aid kits supplied, once furnished. Supplies are to be furnished to him by the Employer.

26.8 The employees will wear all safety equipment required and provided by the company or if required under this agreement or by federal, state or local safety legislation.

26.9 Each member will be required to complete 8 hours of Journeyman upgrade/ safety training each calendar year

ARTICLE 27 – TOOLS.

27.1 The journeymen glazier or apprentice agrees to transport in his automobile, Employer furnished portable tools, etc., that are customarily issued by the Glazing Contractors, which are required to perform their work assignments. Included in above would be any new tools, etc. introduced to the industry that would be conducive to the economic structure of work performance and considered a hand tool.

27.2 In the event, during the term of this Agreement there shall be any dispute as to the meaning or application of this article there shall be no suspension of work, or of transporting tools, but all differences shall be referred to a committee consisting of two representatives of the Union and two representatives of the Employer whose names shall be pre-designated and recorded in writing in the Union office and with the Employers, and any dispute shall be referred to them for a prompt resolution within 48 hours. If not resolved within 48 hours, the conditions of Article 17 shall apply.

ARTICLE 28 – SUBSTANCE ABUSE.

28.1 The parties agree to comply with the agreement supplied by the Building Trades Council, as signed by the Union and the Building Trades Council on August 27, 1992.

ARTICLE 29 – OUT-OF-AREA AND 50-50 CLAUSE.

29.1 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 affiliation IUPAT Local Unions 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 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 employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council 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.

29.2 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 fifty percent (50%) of the workers employed on such work from among 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 others shall be employed only from the Employer's home area.

ARTICLE 30 – FAVORED NATIONS

30.1 The Union agrees that, if during the term of this Agreement it grants or allows to any other Employer in the glazing industry, on work described in this Agreement, any better wages, fringe benefits or any other term or condition than those set forth in this Agreement, such better wages, fringe benefits, term or condition shall be made available to Employers under this Agreement, and the Union shall immediately notify AGMA of any such concession.

ARTICLE 31 – TERM OF AGREEMENT.

31.1 This agreement shall continue in force and effect from the 1st day of November, 2020, until the 31st day of October, 2025 , and shall continue in force and effect from year to year thereafter unless either party shall desire any of the terms herein to be changed, in which case, a written notice of the desired change must be served to the other party as least sixty days prior to the expiration date.

31.2 Limited reopener: the parties agree to reopen Articles 8 through 13, Wages and Fringe Benefits, for contract year 2023 and 2024. Negotiations pursuant to this subsection shall commence no later than 60 days prior to November 1, 2023 and shall conclude no later than October 31, 2023 for the sole purpose of negotiations of Wages and Fringe Benefits for the remaining two (2) years of this Agreement. The provisions of Article 23 shall remain in full force and effect during the pendency of bargaining pursuant to this subsection. However, should the parties not be able to reach an agreement by November 1, 2023, Article 23 shall not apply and the parties can engage in lawful economic activity.

31.3 In addition, should the parties agree that any other Article contained in this Agreement should be opened and discussed for the betterment of our industry, the parties may, upon mutual written consent, negotiate the specific terms and conditions of those particular Articles. The provisions and effect of Article 23 shall apply the same as above.

EXPENSE LIST OF

AUTOMOBILE EXPENSE OUTSIDE THE JURISDICTIONAL AREA

When a glazier or apprentice is requested by the Employer to use his personal automobile, he shall be paid no less than the following rate for such usage. (Refer to article 18)

He shall also be paid a like amount for each additional glazier or apprentice that rides in his automobile.

Out of jurisdiction-mileage expenses is calculated at the IRS rate.

COUNTIES COVERED IN PART OR IN FULL BY THE JURISDICTION OF GLAZIERS LOCAL 513:

MISSOURI (ST. LOUIS RATE):

DENT
FRANKLIN
JEFFERSON
LINCOLN
SW HALF MARION
PERRY
PIKE
ST. CHARLES
ST. FRANCOIS
ST. GENEVIEVE
ST. LOUIS
ST. LOUIS CITY
WARREN
WASHINGTON

Illinois (St Louis Rate)

Madison
Monroe
Saint Clair

Signature page for the Articles of Agreement between District Council 58, Glaziers Architectural Metal and Glass Workers Local Union 513 and the Glazing Contractors of the St Louis, Missouri area November1, 2020 through October 31, 2025

FOR THE EMPLOYER:

FOR THE UNION:

Business Representative

Date: _____

Date: _____

513 COUNTIES

