

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, 2017
THROUGH
OCTOBER 31, 2020

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**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, 2017 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.

Section 1. 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.

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.

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.

The Employer has the discretion to purchase fabricated 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. (This provision is in effect for one year and is to be accessed before the date of 10/31/18, if both sides don't agree to keep the provision in place it will return to the previous language, "3 stories or higher") also entrance ways including one adjacent sidelight on each side.

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.

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.

Section 2. 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.

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.

Section 3. 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.

Section 4. Manner of Employment:

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.

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.

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

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

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.

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.

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.

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

TOP WORKPLACE PERFORMANCE

In recognition of the fact the Local's strength in negotiations come in large measure by its ability to supply highly skilled, responsible workers to employers, it shall be the duty of all members to render a fair days work in a workmanlike manner. Any member, who is terminated for cause three (3) times in a twenty-four (24) month period from a position under a District Council 58/Local 513 Collective Bargaining Agreement, shall be subject to charges.

Section 5. 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 man the obligation to pay periodic dues and initiation fees related to representational costs.

Section 6. Hiring Hall Rules. In order to maintain an efficient non-exclusive referral system, the following rules have been established:

1. 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.

2. 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.

A. 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 must meet the following requirements:

- 1) Four years continuous residence in the geographical jurisdiction of the Local . Residency shall be grandfathered in under the jurisdiction prior to 2014.
- 2) 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
- 3) Completion of the Local's Apprenticeship program, excluding those individuals who were referred through the hall prior to 01/01/1994.

B. 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.

- 1) Three years of continuous residence in the geographical jurisdiction of the Local. Residency shall be grandfathered in under the jurisdiction prior to 2014.
- 2) 1,000 hours of employment in a three year period as a glazier with an Employer having a collective bargaining agreement with the Local;
- 3) Completion of a qualified Glazier's Apprenticeship program.

C. 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.

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.

3. 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.

4. 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.

5. 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.

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

7. 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.

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.

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

9. 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.

10. 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.

Section 7. No-Sub Contracting & Work Preservation Clause:

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 I. 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.

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.

Section 8. 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.

Section 9. 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

Section 1.A journeyman or apprentice glazier shall be paid a minimum of a 4 hours pay in any day for hours worked up to 4 hour, or a minimum of 8 hours pay in any day for hours worked over 4 hours, except where weather conditions prevail.

Section 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.

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. 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 on wage and benefits, unless working night shift.(See Article 3). All work on Sunday shall be paid at double the prevailing scale of wages and time and one half of benefits. Emergency or non-scheduled overtime up to one (1) hour per day will be permitted. The employee or Employer will notify the Union that the emergency or non-scheduled overtime is being performed that particular day. No employee will be permitted more than two (2) hours of emergency or non-scheduled overtime per week. 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.

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.

Section 3. 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.

Section 4. 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-town or in the Zone, 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 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.

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

ARTICLE 3– WORK AFTER 8:30 A.M. AND NIGHT SHIFT.

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

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.

ARTICLE 4 – LAYOFF

In the event of a layoff, layoff would be payoff. If a glazier is employed for one day by an Employer, and notifies same by 9:00 a.m. of that day that he wants his money, he shall be paid by the affected employees scheduled time off. If not, regular payday is payday.

Any employee employed by an Employer for more than one day will receive twenty-four notice of the layoff.

Expenses and any other monies due will be paid on the next regular payday of the Employer. If a man is out of town, 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.

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 5 – INSURANCE

Section 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.

Section 2. Bonding Requirement:

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 6 – METROPOLITAN AREA & ZONE.

On all work within the Metropolitan Area, the glazier will report at the scheduled time between 6:00 a.m. and 8:00 a.m. and will leave between 2:30 and 4:30 p.m. respectively.

The Metropolitan Area is bounded by and includes the extreme boundaries of the following : In Missouri – Orchard Farm, to St. Charles, Daniel Boone Bridge, Ellisville, Eureka, House Springs and Barnhart. There will be a map included showing the metropolitan area. These maps will be posted in each shop.

Section 1. The Zone - Includes all work in all cities and towns named as Boundaries.

The Zone will be bounded by the existing Metropolitan Area out to and including a line in Missouri from the Mississippi River to Winfield, Hawk Point, Warrenton, Washington,

Union, De Soto. The extreme boundaries of the towns named are the reference points of the Zone.

A. Glaziers will report to the job from 6:00 to 8:00 a.m. and leave at 2:30 to 4:30 p.m. respectively.

B.. For setting plate glass in the Zone:

For openings up to but not including 120 united inches; one (1) journeyman shall be required.

For openings 120 united inches, up to but not including 140 united inches; two (2) journeymen, or one (1) journeyman and one (1) apprentice shall be required.

For openings 140 united inches, up to but not including 160 united inches, three (3) journeymen or two (2) journeymen and one (1) apprentice shall be required.

For openings 160 united inches and up; four (4) journeymen, or three (3) journeymen and one (1) apprentice shall be required.

The Glazier in Charge reserves the right to use additional men on any of the foregoing sizes if conditions so warrant.

ARTICLE 7 – ADMINISTRATIVE DUES CHECK-OFF

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.

ARTICLE 8 – STAGEWORK, PLATE GLASS BRACKET, SHOP GLAZING & SALVAGE REMOVAL

STAGE WORK – There shall be two (2) journeymen or one (1) journeymen and one (1) apprentice on all stage work. A premium of \$4 pay per day will be paid to any and all glaziers working on stage work. This premium pay would apply only to those glaziers involved in the swinging stage crew. 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.

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:

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

Schedule 2 – Replacement Plates and Tempered and Laminated plates of 5/15” thickness and under.

Schedule 3. – Sealed Unit Bracket. – See Article 10.

SCHEDULE 1.

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

1 journeyman	1 journeyman	1 journeyman
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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.
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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.
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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.
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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.
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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.
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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.
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For openings 220 united inches up to but not including 240 united inches:
6 journeymen or 7 journeymen or 9 journeymen or
5 jour. & 1 apr. 6 jour. & 1 apr. 8 jour. & 1 apr.

For openings 240 united inches up to but not including 270 united inches:
7 journeymen or 8 journeymen or 10 journeymen or
6 jour. & 1 apr. 7 jour. & 1 apr. 9 jour. & 1 apr.

For openings 270 united inches up to but not including 290 united inches:
8 journeymen or 10 journeymen or 11 journeymen or
7 jour. & 1 apr. 9 jour. & 1 apr. 10 jour. & 1 apr.

For openings 290 united inches up to but not including 310 united inches:
9 journeymen or 11 journeymen or 12 journeymen or
8 jour. & 1 apr. 10 jour. & 1 apr. 11 jour. & 1 apr.

For openings 310 united inches and over:
10 or more jour. or 12 or more jour or 14 or more jour. Or
9 or more jour. & 11 or more jour. & 13 or more jour. &
1 apprentice 1 apprentice 1 apprentice

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

SCHEDULE 2.

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

For openings up to but not including 120 united inches:
1 journeyman

For openings 120 united inches up to but not including 160 united inches:
2 journeymen or 1 journeyman and 1 apprentice

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

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

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

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

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

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

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

A. 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.

B. 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.

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

D. 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.

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.

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

F. The Glazier in Charge reserves the right to use additional men on any of the foregoing sizes if conditions so warrant.

G. 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.

H. 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.

I. 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.

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

ARTICLE 9 – SEALED UNIT BRACKET

Schedule 3

Section 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.

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

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

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

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

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

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

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

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

Section 2. 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.

Section 3. The Glazier in Charge reserves the right to use additional men on any of the foregoing sizes if conditions so warrant.

Section 4. When automatic equipment is used, refer to Article 8 , Paragraph A.

Section 5. For laminated insulated units made of 3 lites of 1/4" or thicker glass, refer to Article 10 for manpower requirements on glass work over 1/2" thickness.

ARTICLE 10 – APPRENTICES

Section 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.

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.

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

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

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.

Section 2. 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.

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Effective:	November 1, 2017	\$ 0.70
	November 1, 2018	\$
	November 1, 2019	\$
LMCI		\$.10
FTI		\$.10

Section 3. 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.

Section 4. Apprentices may be allowed to work apart from a journeyman on the same job, except as specified in the plate glass bracket.

Section 5. 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 11 – WAGES*

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

Effective	November 1, 2017 = \$34.55per hour
	November 1, 2018 =
	November 1, 2019 =

ARTICLE 12 – WELFARE*

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.

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.

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:

Welfare Fund:	Effective:	November 1, 2017	\$6.56	per hour
		November 1, 2018	\$	per hour*
		November 1, 2019	\$	per hour*

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

ARTICLE 13 – PENSION.*

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:

Non-Prevailing Wage

			Def. Ben.	Def. Contr.
Effective:	November 1, 2017	\$ 13.92	\$ 9.05	\$4.87
	November 1, 2018	\$ *	\$ *	\$ *
	November 1, 2019	\$	\$	\$

On prevailing wage projects prevailing wage contributions will apply.

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

ARTICLE 14 – VACATIONS.*

The present Non-Prevailing vacation amount 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.

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.

ARTICLE 15 – HOLIDAYS.*

Section 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, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and Personal Day.

- A. Presidents Day and Good Friday. Work may be performed on these two Holidays at straight time under the evening work schedule, 7 hours of work for 8 hours of pay. Any hours worked after 7 hours on these two holidays shall be paid at the double time rate.
- B. No work shall be performed on "ALL" other holidays unless permission is given by the Business Agent.
- C. Any member required to work on any holiday excluding Presidents Day and Good Friday and is given permission shall be paid at the double time rate of wages and time and one half of benefits.

During the life of this Agreement the individual company agrees to pay all employees \$1.44 of the Non-Prevailing gross hourly wage for each hour worked into the Holiday Trust Fund and \$2.16 for each overtime hour worked.

Section 2. Any 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 on any given Holiday, including his/her Personal Day, unless permission is given by the Business Agent.

Section 3. 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.

Section 4. 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.

ARTICLE 16 – FRINGES.

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 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.

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.

A \$0.05 per hour Industry and Association Fund Contribution shall be paid by the Employer with a separate check and fringe report. Check to be made payable to AGMA, but sent to the Union with regular fringe reports and shall be forwarded to AGMA.

ARTICLE 17 – JOURNEYMEN CONTRACTORS.

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.

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

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.

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 18 – WAGE DETERMINATION REPORTS.

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 19 – CONTROVERSY OF DISPUTE.

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.

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.

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.

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 20 – OUT-OF-TOWN EXPENSES.

“All Work Out side the Metropolitan Area.”

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, 2017: \$0.535 per mile

Effective January 1, 2018: \$ per mile

Effective January 1, 2019: \$ per mile

This is to be paid one trip up and one trip back. If the employee is pulled off the job by the job by the Employer and then sent back, they shall be paid for another trip up and trip back. No more than three (3) glaziers are permitted to ride in any one automobile. A maximum of three (3) glaziers are permitted to ride company equipment on out-of-town jobs of not more than one day’s duration. Equipment shall be such that glaziers are seated in the cab, or in seats of other equipment. Expenses for out-of-town shall be \$85.00 per day worked, except for jobs of one day’s duration. This will compensate for room and board. The \$85.00 per day for room and board shall be paid including days where job/weather conditions prevail, however if the mileage from the members residence or the Local 513 Union hall (whichever is closest) is less than 85 miles one way the following amounts will apply: 60-75 miles=\$50, 76-85=\$60 and over 85 miles one

way = \$85 dollars. . If a person is working outside the jurisdictional area of the Local, they shall be paid actual expenses,

ARTICLE 21 – CHAUFFEUR’S LICENSE.

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 22 – TRUCK SIGNS.

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

ARTICLE 23 – ADDITIONAL MEN.

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

ARTICLE 24 – SHOP STEWARD.

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 foreman or lead man shall be the last laid-off and the first recalled.

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 25 – PICKETLINES.

It shall not be deemed a breach of this Agreement, whether authorized, or ratified by the Union or not, for any or all employees covered by this Agreement to refrain from crossing a legal picket line established by any union.

ARTICLE 26 – NON-DISCRIMINATION.

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 27 – SAVINGS CLAUSE.

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 28 – SAFETY CLAUSE.

Section 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.

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.

Section 2. There shall be no unlawful discharge for refusal to violate safety rules, Bocha laws, etc.

Section 3. All Employers will furnish all Personal Protective Equipment to be in compliance with Federal, State or Local Safety Legislation.

Section 4. On all tubular scaffolding at all landing points, there will be at least two boards 2" x 10" (or greater) in size.

Section 5. 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.

Section 6 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.

Section 7. 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.

ARTICLE 29 – TOOLS.

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.

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 20 shall apply.

ARTICLE 30 – SUBSTANCE ABUSE.

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 31 – OUT-OF-AREA AND 50-50 CLAUSE.

Section 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.

Section 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 32 – TERM OF AGREEMENT.

This agreement shall continue in force and effect from the 1st day of November, 2017, until the 31st day of October, 2020, 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.

Asterisks (*'s) shown indicate that the total amount of these items will not exceed:

\$1.35 per hour increase 11/1/17 between the wages and fringes

\$1.25 per hour increase 11/1/18 between the wages and fringes

\$1.25 per hour increase 11/1/19 between the wages and fringes

EXPENSE LIST OF

AUTOMOBILE EXPENSE OUTSIDE THE METROPOLITAN 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 20)

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

Parking fees are to be paid by the Employer.

Out of town 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

FOR THE EMPLOYER:

Date: _____

FOR THE UNION:

Business Representative

Date: _____