COLLECTIVE
BARGAINING
AGREEMENT

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

DISTRICT COUNCIL #4

GLAZIERS
ARCHITECTURAL METAL

&
GLASSWORKERS

OF
WESTERN NEW YORK

&
INDEPENDENT CONTRACTORS

Expires April 30th, 2022
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Recognition Clause</td>
<td>4</td>
</tr>
<tr>
<td>Article 2</td>
<td>Union Security Clause</td>
<td>5</td>
</tr>
<tr>
<td>Article 3</td>
<td>Area of Agreement (Jurisdiction)</td>
<td>5</td>
</tr>
<tr>
<td>Article 4</td>
<td>Scope of Work</td>
<td>6-7</td>
</tr>
<tr>
<td>Article 5</td>
<td>Administrative Dues-Check off</td>
<td>8-9</td>
</tr>
<tr>
<td>Article 6</td>
<td>Hours of Work</td>
<td>9-10</td>
</tr>
<tr>
<td>Article 7</td>
<td>Vacations and Holidays</td>
<td>10-11</td>
</tr>
<tr>
<td>Article 8</td>
<td>Out of Area Clause</td>
<td>12</td>
</tr>
<tr>
<td>Article 9</td>
<td>Joint Trade Board and Grievance Procedure</td>
<td>12-14</td>
</tr>
<tr>
<td>Article 10</td>
<td>Support of Picket</td>
<td>14-15</td>
</tr>
<tr>
<td>Article 11</td>
<td>Accretion Clause</td>
<td>15</td>
</tr>
<tr>
<td>Article 12</td>
<td>Successor Clause</td>
<td>15</td>
</tr>
<tr>
<td>Article 13</td>
<td>Past Practice Clause</td>
<td>15</td>
</tr>
<tr>
<td>Article 14</td>
<td>Subcontracting Clause</td>
<td>16</td>
</tr>
<tr>
<td>Article 15</td>
<td>Management Rights</td>
<td>16</td>
</tr>
<tr>
<td>Article 16</td>
<td>Job Targeting</td>
<td>16</td>
</tr>
<tr>
<td>Article 17</td>
<td>Preservation of Work</td>
<td>16-17</td>
</tr>
<tr>
<td>Article 18</td>
<td>Employers' Responsibilities (Bond)</td>
<td>17</td>
</tr>
<tr>
<td>Article 19</td>
<td>Stewards</td>
<td>18</td>
</tr>
<tr>
<td>Article</td>
<td>Section Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>20</td>
<td>Safety</td>
<td>18</td>
</tr>
<tr>
<td>21</td>
<td>Training</td>
<td>18-19</td>
</tr>
<tr>
<td>22</td>
<td>DC#4 LMCI Program</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>Journeyperson Upgrade Training Clause</td>
<td>19</td>
</tr>
<tr>
<td>24</td>
<td>Supremacy</td>
<td>19</td>
</tr>
<tr>
<td>25</td>
<td>No Discrimination Clause</td>
<td>19</td>
</tr>
<tr>
<td>26</td>
<td>Just Cause</td>
<td>20</td>
</tr>
<tr>
<td>27</td>
<td>Hiring Procedure</td>
<td>20-21</td>
</tr>
<tr>
<td>28</td>
<td>Top Workplace Performance Plan</td>
<td>21</td>
</tr>
<tr>
<td>29</td>
<td>Trust Funds</td>
<td>22-25</td>
</tr>
<tr>
<td>30</td>
<td>Wage &amp; Fringe Benefits</td>
<td>26-34</td>
</tr>
<tr>
<td>31</td>
<td>Travel Time</td>
<td>35</td>
</tr>
<tr>
<td>32</td>
<td>Jury Duty</td>
<td>35</td>
</tr>
<tr>
<td>33</td>
<td>Credit Union</td>
<td>36</td>
</tr>
<tr>
<td>34</td>
<td>Drug Free and Alcohol-Free Workplace</td>
<td>36</td>
</tr>
<tr>
<td>35</td>
<td>Tool Requirement</td>
<td>37</td>
</tr>
<tr>
<td>36</td>
<td>Industry Fund</td>
<td>37-38</td>
</tr>
<tr>
<td>37</td>
<td>Duration &amp; Expectation</td>
<td>38</td>
</tr>
<tr>
<td></td>
<td>Signature Page</td>
<td>39</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement is made and entered into this __________day of ____________, 20____, by and between

__________________________________________
(name of contractor or contractor’s association)

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

BASIC PRINCIPLES

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

ARTICLE 1
RECOGNITION CLAUSE

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

- Glaziers
- Fabricators
- Glassworkers
- Apprentices

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

The employer agrees that the Union has been designated or selected for the purpose of Collective Bargaining by the majority of the employees in an appropriate unit, that said majority support has been demonstrated and that the Union is the exclusive representative of all employees in such a unit for the purpose of Collective Bargaining in respect of rates of pay, wages, hours of employment, or other conditions of employment.
ARTICLE 2
UNION SECURITY CLAUSE

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

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

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

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

ARTICLE 3
AREA OF AGREEMENT (JURISDICTION)

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

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

Western New York Jurisdiction

Section 2 The jurisdiction of the Western New York Region shall include the counties of Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties.
ARTICLE 4
SCOPE OF WORK

The Employer recognizes the Union as having the exclusive jurisdiction over:

(a) All persons who perform work within the jurisdiction of the Union including but not limited to: the removal, loading, fabrication, service and repair, transporting, unloading, distribution and installation of the following: aluminum entrances, doors, FRP doors, storefronts, curtainwall systems, all door types into aluminum framing fabrication and installation of unitized glazing systems. Preglazed sash, structural glazed wall systems, stack wall systems SMS and ribbon wall systems, wood window, vinyl windows retrofit glass and framing systems of all types including sealing, rubber, neoprene, etc.; slope glazing systems, skylight, soffet, canopy and walk cover glazing systems, greenhouse glazing systems, glass handrail systems, metal trim, door closers, Rixson hinges to complete any of the above listed work. Installation shall also include glass and mirror of all types for all of the above types of installation. Plexiglas, acrylics, fiberglass, glass blackboard, glass movie screens, shower doors, tub enclosures, mirrored closet doors, panelized mirrored wall systems of all types and all types of panelized glazed materials and glass products, show cases, shelving glass and Plexiglas cube systems, and all moldings, sealants, mastics, silicones, vinyl, rubber, putty, plastics, caulking of glass to glass, and glass to metal and all perimeter sealants to installed products. Installation shall also include glass of all types, metal of all types, pre-glazed windows of all types, auto glass, and automatic doors of all types and similar or related classifications of work, aluminum and stainless steel panels, composite panels and column covers, coping and flashing in windowwall and curtainwall systems and any other type of installation work normally considered as glaziers’ work by the Glass and Glazing Industry.

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

Art Glass, Prism Glass, Beveled Glass, Leaded Glass, Automobile Glass, Protection Glass, Plate Glass, Window Glass, Mirrors of all types, Wire Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass, and all other types of Opaque Glass, Glass Chalk Boards, Structural Glass, Tempered and Laminated Glass, Thiokol, Neoprene, and all other types of insulating glass units, all plastics or other similar materials when used in place of glass, to be set or glazed in its final resting place with or without putty, molding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, show bases, book cases, sideboards, partitions and fixtures. The installation of the above materials when in the shop or, either temporary or permanent on or for any building in the course of repair, remodel, alteration or construction, installation of all temporary enclosures.
The installation of all extruded, rolled, or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors and relative materials including those in any or all types of building related to store front and window construction.

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

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

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

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

1. Unloading shall be at one central location on the first floor and the materials shall be such that one man may safely handle it.

2. Such unloading is not to amount to any appreciable work loss to the glaziers.

3. If there are glaziers on the job, they shall do all the unloading.
ARTICLE 5
ADMINISTRATIVE DUES-CHECK-OFF

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

   a. The Union will notify the Employer in writing of the amount of administrative dues specified in the by-laws and will submit to the Employer a copy of the bylaws or the applicable by-law provision.

   b. For each payroll period the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.

   c. On or before the 15th day of each month the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

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

3. The obligations of the Employer under Section (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card or I.U.P.A.T. membership application form.
4. At the time of the employment of any employee the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the Employer, one copy retained by the employee and the other returned to the Union the form to be supplied such Employer by the Union.

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

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

**ARTICLE 6**

**HOURS OF WORK**

1. The regular work day shall be 8 working hours. The regular work week shall be 40 hours. The regular work week shall be Monday through Friday inclusive. All work over 8 hours in any one day and over 40 hours in any week shall be paid at the rate of one and one half times at the regular rate. This pertains to all shifts.

2. a. The employer may designate a 4 day 10 hour per day work schedule at straight time after notification to the union and where it is permissible and permitted by law.

   b. Once the work schedule is established the work schedule may not be changed again without notification to the union.

   c. In the event of work lost due to inclement weather conditions, when working a 4 day work week Friday shall be a make up day at straight time where it is permissible and permitted by law.

   d. Saturday may also be a makeup day at straight time when work is lost due to inclement weather conditions or circumstances beyond the control of the employer during the regular work week. Saturday will be on a voluntary basis (the makeup day shall be offered to the whole crew). Where permissible by law. (Private work)

3. Work performed on a Saturday and Sunday work day shall be at the rate of one and one half times the regular rate. Providing Saturday and Sunday is not a make-up day due to lost time due to circumstances beyond the control of the employer. Saturday will be on a voluntary basis (the makeup day shall be offered to the whole crew). Where permissible by law.

4. Work performed on any recognized holidays shall be paid at the double time rate. (See Article 7)
5. Employee's shall be allowed five (5) minutes before lunch and ten (10) minutes before quitting time to wash, bulk caulkers shall be given sufficient clean up time.

6. Employee's shall receive a ten (10) minute break each morning. Employee's shall receive a 1/2 hour unpaid lunch. Employee's shall receive a 1/2 hour unpaid meal break after 10 hours of work.

7. Shift differential shall apply only on projects where Prevailing Rate and/or Project Labor Agreements apply. The rate of pay shall be $2.00 per hour above the applicable wage scale. The differential shall apply only when a shift begins prior to 6:00am or after 12:00 noon.

8. Except for circumstances beyond the control of the employer, if an employee is not advised that there will be no work for him on an ensuing day and the employee reports for work at the proper time and then has no work assigned for him, the employer shall pay such employee two (2) hours pay. In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid for hours worked rounded to the next hour.

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

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

ARTICLE 7
VACATIONS AND HOLIDAYS

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

2. All Work performed on Holidays shall be paid at the double time rate.

3. When a holiday falls on Saturday the holiday is to be celebrated on Friday. When a holiday falls on Sunday the holiday is to be celebrated on Monday.

4. The employer shall be notified a minimum of two (2) weeks by the employee when submitting for a vacation.

HOLIDAY PAY (INDUSTRIAL MEMBERS)

a. All regular full time industrial employees shall be paid the six (6) recognized holidays. To be considered a regular full time employee an employee must have worked thirty (30) days prior to a holiday. An employee who qualifies shall be paid eight (8) hours pay at straight time at their regular rate of pay although no work is performed.
b. The employee must have worked the last scheduled working day prior to, and the next scheduled working day to be eligible for holiday pay.

c. Employees with ten (10) years service with the company shall be entitled to three (3) extra holidays in addition to the recognized holiday as above. Employees with one (1) year service shall receive two (2) additional holidays. These holidays are to be taken at the employee’s discretion with prior notice given to the Employer.

d. Employees shall have the day after Thanksgiving as an unpaid holiday if they wish, not affecting their eligibility for Thanksgiving Holiday pay.

**VACATION PAY (INDUSTRIAL MEMBERS)**

a. One week vacation with forty (40) hours pay at the straight time hourly rate provided the employee has (1) year service record with the company and has been paid 1800 hours in the previous calendar year. (When an employee works for more than one employer his vacation pay shall be pro-rated).

b. Two weeks vacation with eighty (80) hours pay at the straight hourly rate provided the employee has three (3) years experience record with the company and has been paid for 1800 hours in the previous calendar year.

c. A new employee will earn a prorated vacation for the following year based on the ratio of hours earned in their first calendar year divided by 1800 times 40 hours rounded to the nearest whole hour. Thereafter his qualifying period shall be the previous calendar year.

d. The employee who reaches eligibility shall be entitled to vacations starting in the new calendar year. An employee who qualifies for vacation must take their vacation within that same calendar year. There shall be no carry over vacations into the following year.

e. In computing paid hours previous vacation and paid holidays shall be included.

f. Employees who have lost time due to sickness or unemployment shall be entitled to an extension of three months to April 1 to accumulate the required number of hours.

g. Vacations will as far as possible be granted at times most desired by the employees but shall be taken in such an order that they will not interfere with the orderly operation of the warehouse.

h. Should one paid holiday fall within the employees vacation period, one additional day's vacation shall be granted or eight (8) hours pay in lieu thereof.
ARTICLE 8
OUT OF AREA CLAUSE

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

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

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

ARTICLE 9
JOINT TRADE BOARD AND GRIEVANCE PROCEDURE

Section 1.

1. The parties shall establish and maintain a Joint Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees shall
have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary, to serve such terms as may be agreed upon by the Board, provided that one such officer shall be the Union appointee and one an Employer appointee.

2. The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

3. All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party. The Employer Representative and the Union Representative will first meet within three (03) days to discuss the dispute and attempt to resolve it prior to filing the dispute with the Board of resolution.

4. The Joint Trade Board shall meet as needed, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

5. No Union representative shall sit as Board member in any case involving himself or herself or his or her Employer, directly or indirectly, and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly. In any event a member is involved in the dispute then an alternate will be selected by their representative. In all cases the voting power of Employer and Union will be on an equal basis.

6. Decisions, awards, or orders of the Board shall be final and binding.

7. The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

8. The Joint Trade Board, as such, shall not accept or receive any payments or contributions from employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.
9. In all matters before the Joint Trade Board for a decision, a majority vote of all members of the Board will rule. In the case of a tie vote and/or the Joint Trade Board's becoming deadlocked, the Joint Trade Board will petition the New York State Mediation Board to furnish one of its members to sit with the committee and determine the proper decision. If, for some reason, the said Mediation Board is unable to furnish one of its members, the Joint Trade Board shall request a panel of arbitrators from the American Arbitration Association and the Joint Trade Board shall select from such panel one (01) member to sit with them as chairman. The decision shall be binding on all parties concerned. All expenses of the arbitration, except the cost to each party of its representative, attorneys, and witnesses, shall be borne by the loser.

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

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

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

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

Section 2
NO STRIKE/LOCKOUT

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

ARTICLE 10
SUPPORT OF PICKET

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

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

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

ARTICLE 11
ACCRETION CLAUSE

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

ARTICLE 12
SUCCESSOR CLAUSE

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

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

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

ARTICLE 13
PAST PRACTICES CLAUSE

The Employer agrees that all conditions of employment in the Employer’s operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement are made elsewhere in this Agreement.
ARTICLE 14
SUBCONTRACTING CLAUSE

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

ARTICLE 15
MANAGEMENT RIGHTS

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

ARTICLE 16
JOB TARGETING

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

ARTICLE 17
PRESERVATION OF WORK

Section 1. To protect and preserve, for the Employees covered by this Agreement, and all work covered by this Agreement, and to prevent any devices or subterfuge to avoid the protection and preservation of such work it is agreed as follows: If the Employer performs onsite construction work of the type covered by this Agreement under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer through its officers, directors, partners, owners, or stockholders, (exercise directly) through family members or otherwise, management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

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

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

ARTICLE 18
EMPLOYERS RESPONSIBILITIES

Section 1. Employers signatory to this Agreement shall place a Surety Bond or cash equivalent with the Union to protect non-payment of wages and fringe benefits. This bond shall be equal to the Employer's previous twelve (12) month average total fund remittance but a minimum of $20,000.

Also, the employer may, at the discretion of the Union, be required to pay fringe benefits as outlined in Article 30 on a weekly basis. IN SUPPORT OF THOSE EMPLOYERS MAKING FRINGE BENEFIT PAYMENTS ON A TIMELY SCHEDULE AS OUTLINED IN ARTICLE 30, OTHER EMPLOYERS WORKING IN THE DC#4 AREA AS OUTLINED IN ARTICLE 3, HAVING NO PREVIOUS HISTORY OF PAYING FRINGE BENEFITS AND/OR CAN NOT PRESENT A SURETY BOND, SHALL BE REQUIRED TO PAY THE FRINGE BENEFITS ON A WEEKLY BASIS. FAILURE TO MEET A WEEKLY PAYMENT SCHEDULE GIVES THE UNION THE RIGHT TO REMOVE ALL EMPLOYEES.

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

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

Section 4. All out-of-state Employers agree to sign a New York State application for voluntary DBL (Forms DB13S) and a voluntary application for coverage under Section 561 of the New York State Unemployment Insurance law before work commences.
ARTICLE 19
STEWARDS

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

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

1. See the provisions of this Agreement are observed.

2. Receive and endeavor the first step on all grievances which may be submitted to him.

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

ARTICLE 20
SAFETY

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

ARTICLE 21
TRAINING

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

Section 2. All new employees shall be required to complete twenty four (24 hours) of Journeyman Upgrading or Health and Safety courses per contract year. A new employee who is hired within the first six (06) months of contract year must complete 40 hours. Any employee who is hired after six (06) months of contract year must complete 24 hours. To maintain employment.

Section 3. Upon the union and the Employers training schedule approval the union shall submit to the employers a list of classes, names and hours of members attended relating to the approved schedule.
Section 4. In the event the approved training schedule and commitment is not met the employer and the union will agree to meet to negotiate the continuation of training contributions.

**ARTICLE 22**
**DC #4 LABOR MANAGEMENT COOPERATION INITIATIVE**

The parties of this agreement shall, as soon as is practicable, participate and implement the District Council #4 Labor Management Cooperation Initiative Program (DC#4 LMCI). Upon approval by the parties for implementation of the DC#4 LMCI Program, this agreement shall be deemed modified to include such provisions without the necessity of formal amendment.

**ARTICLE 23**
**JOURNEYPRESON UPGRADE TRAINING CLAUSE**

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

**ARTICLE 24**
**SUPREMACY**

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

**ARTICLE 25**
**NO DISCRIMINATION CLAUSE**

Any Employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts such officer of the Union nor shall there be any discrimination against any Employee because of Union membership or activities. Nor shall any Employee be discriminated against due to sex, race, creed, national origin, age, disability or sexual preference. No Employee fulfilling requirements of District Council #4 bylaws may be discriminated against for so doing. All Employee members will be qualified to perform all aspects of the trade.
ARTICLE 26
JUST CAUSE

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

ARTICLE 27
HIRING PROCEDURE

Section 1. The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 2. The Employer Shall have the right to reject any applicant for employment based on ability.

Section 3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules or regulations bylaws constitutional provisions or any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

Section 4. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below.

GROUP 1. Glaziers and Apprentices

GROUP 2. Fabricators and Glassworkers

Section 5. If the registration list is exhausted and the Union is unable to supply applicants for employment to the Employer within 24 hours from the time of receiving the Employer’s request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union promptly of the name, address and Social Security number of such directly hired employees.

Section 6. Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer in the order of their places on the register.

Section 7. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group.

Section 8. The Employer will have the right to recall any employee within 6 months of layoff regardless of position on list.
Section 9    Any new applicant entering into a entry level journey person shall be placed on a probation period to evaluate skills or any other training recommendations that maybe required. Upon ninety (90) working days of employment employer shall submit to the union a complete evaluation for review. The union and the employer will mutually agree upon pay rate prior to employment and where permissible by law.

ARTICLE 28
TOP WORKPLACE PERFORMANCE PLAN

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

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

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.
ARTICLE 29
TRUST FUNDS

Contributions to the International Painters and Allied Trades Pension Fund, The Finishing Trades Institute and the Painters and Allied Trades Labor Management Cooperation Initiative

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

   a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution as per Article 6 of this Agreement to the Pension Fund, FTI and to the LMCI. (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked)

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

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

   d. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.
2. a. The Employer and Union hereby irrevocably designates as its representatives on the Board of Trustee of the Pension Fund, the FTI and the LMCI such Trustees as are now serving, and who will in the future serve, as Employer and Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

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

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

4. If an Employer fails to make contributions to any of the Funds described in paragraph 1 hereof within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

5. Each of the respective Funds described in paragraph 1 hereof shall, at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

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

   a. The Agreement and Declaration of the Trust shall become part hereto.
   b. Payment of benefits shall be based on hours worked.
(BUFFALO) TRUST FUNDS

1. PAINTERS DISTRICT COUNCIL NO. 4 HEALTH & WELFARE FUND - By Agreement and Declaration of Trust dated September 28, 1966, the Employer(s) and the Union establish PAINTERS DISTRICT COUNCIL NO. 4 HEALTH & WELFARE FUND.
   a. The Agreement and Declaration of Trust shall become a part hereof.
   b. payment of this benefit shall be based on hours worked.

GLAZIERS L.U. #660 PENSION TRUST FUND - By Agreement and Declaration of Trust dated December 1, 1966 the Employer(s) and the Union established the Glaziers Local Union #660 Pension Trust Fund retirement Account Plan.
   a. The Agreement and Declaration of Trust shall become part hereof.
   b. Payment of Benefits shall be based on hours worked.

Glaziers L.U. #660 SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND By Agreement and Declaration of Trust dated December 1, 1996, the Employer(s) and the Union established the Glaziers L.U. #660 S.U.B. Fund.
   a. The Agreement and Declaration of Trusts shall become part hereto.
   b. Payment of benefits shall be based on hours worked.

The following shall apply to Glaziers L.U. #660 Pension Fund and the Glaziers L.U. #660 Unemployment Fund:

   a. Commencing with the date hereof and for the duration of this agreement and any renewals or extensions thereof the Employer agrees to make payment to the IUPAT Union and Industry National Pension fund for each employee covered by this Agreement in accordance with the schedule set forth in - Article 29 Wages or as determined by the membership.

   b. The employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving or who will in the future serve as employer trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said agreement and Declaration of Trust as amended from time to time.

   c. All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may at time conduct an audit in accordance with the Agreement and Declaration of Trust.
d. If an employer fails to make contributions within twenty (20) days after the date required by the Trustees the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney’s fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this agreement.

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

a. The Agreement and Declaration of the Trust shall become part hereto.

b. Payment of benefits shall be based on hours worked.
**ARTICLE 30**  
**GLAZIERS**  
**WAGE AND FRINGE BENEFITS PACKAGE**  
**Effective May 1, 2018**

<table>
<thead>
<tr>
<th>WAGES</th>
<th>FRINGES</th>
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<tr>
<td>Glazier</td>
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<td>$21.67</td>
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1. Foreman's Pay Add $2.00
2. Height Pay Add $1.00
   - whenever working on suspended scaffold (swing stage)

**Fringe Benefits:**

- Health & Welfare Fund (PAP) $9.06
- L.U. 660 Pension Fund $5.00
- L.U. 660 S.U.B. Fund $1.30
- I.U.P.A.T. Industry Pension Fund $5.16
- D.C. #4 F.T.I. Training Fund $0.80
- D.C. #4 L.M.C.I. $0.20
- I.U.P.A.T. F.T.I. $0.10
- I.U.P.A.T. L.M.C.I. $0.05

**Total Fringe Benefit Package** $21.67

In addition to the above wages and fringe benefits paid per hour worked, the Employer shall deduct from each Employee in his employ working under the jurisdiction of this Agreement the following: Administrative Dues Check-Off - Buffalo Building Trades Dues Check-off (Employee Deductions)-DC #4 Organizing Fund

**Effective:**

- 5/1/19 increase of $1.25 (allocation not to exceed 30% in check)
- 5/1/20 increase of $1.25 (allocation not to exceed 30% in check)
- 5/1/21 increase of $1.25 (allocation not to exceed 30% in check)

**Deductions**

Dues Check-off: Five per cent (5%) from gross wages.

BBTC DCO (Buffalo Building Trades Dues Check-off) $0.02 per hours worked

DC#4 Organizing Fund $0.05 per hour worked
Note: Foreman pay shall be paid throughout job once rate is established regardless of crew size.

In addition there will be an increase of $0.05 per hour to the DC #4 FTI Training Fund each year of this agreement, from the above increases.
## GLASSWORKER, FABRICATOR
### WAGE AND FRINGE BENEFITS PACKAGE
**Employees hired prior to May 1st, 2010**
**Effective May 1, 2018**

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<tr>
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<td>1 Years Experience</td>
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<td>2 Years Experience</td>
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<td>3 Years Experience</td>
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<td>4 Years Experience</td>
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<td>5 Years Experience</td>
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<td>6 Years Experience</td>
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<td>Journeyman Fabricator</td>
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*Supervisor 5 or more men Add $1.00*

### Fringe Benefits:
- Health & Welfare Fund (PAP) $7.21
- L.U. 660 Pension Fund $2.39
- I.U.P.A.T. Industry Pension Fund $3.40
- D.C. #4 F.T.I. Training Fund $0.35
- D.C. #4 L.M.C.I. $0.15
- I.U.P.A.T. F.T.I. $0.05
- I.U.P.A.T. L.M.C.I. $0.05

*Total Fringe Benefit Package $13.60*

**Effective:**
- 5/1/19 increase of $0.85 (allocation not to exceed 30% in check)
- 5/1/20 increase of $0.90 (allocation not to exceed 30% in check)
- 5/1/21 increase of $0.95 (allocation not to exceed 30% in check)
Deductions:
Dues Check-off: Three percent (3%) from gross wages.
DC#4 Organizing Fund $0.05 per hour worked

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

Once a member’s rate of pay is established from new hire, their date of hire shall apply to the next increase as long as they worked 1800 hours the previous twelve months. Employees who have lost time due to sickness or unemployment shall be entitled to an extension to accumulate the required number of hours.
GLASSWORKER, FABRICATOR
WAGE AND FRINGE BENEFITS PACKAGE
New Employees After May 1, 2010
Effective May 1, 2018

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<td>5 Years Experience</td>
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Supervisor 5 or more men Add $1.00

Fringe Benefits:

- Health & Welfare Fund (PAP) $6.36
- L.U. 660 Pension Fund $1.60
- I.U.P.A.T. Industry Pension Fund $1.85
- D.C. #4 F.T.I. Training Fund $0.35
- D.C. #4 L.M.C.I. $0.15
- I.U.P.A.T. L.M.C.I. $0.05
- I.U.P.A.T. F.T.I. $0.05
- Total Fringe Benefit Package $10.41

Increase shall be paid on next full week of payroll
Effective:

5/1/19  increase of $0.85 (allocation not to exceed 30% in check)
5/1/20  increase of $0.90 (allocation not to exceed 30% in check)
5/1/21  increase of $0.95 (allocation not to exceed 30% in check)

Deductions:
Dues Check-off: Three percent (3%) from gross wages.
DC#4 Organizing Fund $0.05 per hour worked

Once a member's rate of pay is established from new hire, their date of hire shall apply to the next increase as long as they worked 1800 hours the previous twelve months. Employees who have lost time due to sickness or unemployment shall be entitled to an extension to accumulate the required number of hours.
RESIDENTIAL MAINTENANCE
WAGES AND FRINGE BENEFIT PACKAGE
EFFECTIVE MAY 1, 2018

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<td>3rd YEAR</td>
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FRINGE BENEFITS:

Health & Welfare Fund (PAP) $7.21
LU 660 PENSION FUND $2.39
I.U.P.A.T. Industry Pension Fund $3.40
D.C. #4 F.T.I. Training Fund $0.35
D.C. #4 L.M.C.I. $0.15
I.U.P.A.T. L.M.C.I. $0.05
I.U.P.A.T. F.T.I. $0.05
TOTAL FRINGE BENEFIT PACKAGE $13.60

INCREASE SHALL BE PAID ON NEXT FULL WEEK OF PAYROLL

Effective:
5/1/19 increase of $0.85 (allocation not to exceed 30% in check)
5/1/20 increase of $0.90 (allocation not to exceed 30% in check)
5/1/21 increase of $0.95 (allocation not to exceed 30% in check)

Deductions:
Dues Check-off: Three percent (3%) from gross wages.
DC#4 Organizing Fund $0.05 per hour worked
Increase:
Yearly Pay increase shall be paid on next full week after anniversary date

Once a member's rate of pay is established from new hire, their date of hire shall apply to the next increase as long as they worked 1800 hours the previous twelve months. Employees who have lost time due to sickness or unemployment shall be entitled to an extension to accumulate the required number of hours.

DEFINITIONS:
RESIDENTIAL glazing shall only apply to the following: Installation of glass, metal, and related products in private residences, apartment buildings up to four stories which also include mirror installation, shower doors, and tub related enclosures.

MAINTENANCE glazing shall include all repair and replacement work such as glass breakage, glass replacement, door repair, board ups, and shop work. It should not include any work covered by prevailing wage rates. Any question regarding the work scope of this classification can be resolved by calling the Union prior to bidding. It is the intention of the Employer and the Union to provide prompt qualified service at a competitive rate and this may be changed with approval of the Employer and the Union.

NOTE: When the Employees are working out of classification, that is on jobs excluded in the definitions above, they are to be paid glaziers wage and fringe package. Any questions should be directed to the Union for clarification on appropriate wage rate.
BUFFALO GLAZIER
APPRENTICE WAGE & FRINGE BENEFITS PACKAGE
Effective May 1, 2018

All Apprentices shall serve a four (04) year term. There shall not be more than one (01) apprentice to each three (03) mechanics. District Council #4 FTI of Western &Central New York shall place all apprentices, discipline and removal in same accordance with FTI of W & CNY Rules and Regulations. The wage rate shall be a percentage of the Journeyman's Wage Rate ($ 26.75)
The apprentice wage increase will occur when the apprentice works a minimum of 1,000 hours during each period. In addition to the 1,000 hours all apprentices must comply with all other FTI of W & CNY requirements in order to advance.

<table>
<thead>
<tr>
<th>Program Code</th>
<th>OJT Hours</th>
<th>% of Journey Rate</th>
<th>Rate Per Hour</th>
<th>Total Fringes</th>
<th>Total Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>0000-1000</td>
<td>50%</td>
<td>$13.38</td>
<td>$7.95</td>
<td>$21.33</td>
</tr>
<tr>
<td>1B</td>
<td>1001-2000</td>
<td>55%</td>
<td>$14.71</td>
<td>$7.95</td>
<td>$22.66</td>
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<tr>
<td>2A</td>
<td>2001-3000</td>
<td>60%</td>
<td>$16.05</td>
<td>$8.80</td>
<td>$24.85</td>
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<tr>
<td>2B</td>
<td>3001-4000</td>
<td>65%</td>
<td>$17.39</td>
<td>$8.80</td>
<td>$26.19</td>
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<tr>
<td>3A</td>
<td>4001-5000</td>
<td>70%</td>
<td>$18.73</td>
<td>$10.20</td>
<td>$28.93</td>
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<td>3B</td>
<td>5001-6000</td>
<td>75%</td>
<td>$20.06</td>
<td>$10.20</td>
<td>$30.26</td>
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<tr>
<td>4A</td>
<td>6001-7000</td>
<td>80%</td>
<td>$21.40</td>
<td>$10.20</td>
<td>$31.60</td>
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<tr>
<td>4B</td>
<td>7001-8000</td>
<td>90%</td>
<td>$24.08</td>
<td>$10.20</td>
<td>$34.28</td>
</tr>
</tbody>
</table>

Fringe Benefits:  1st Year  2nd Year  3rd Year  4th Year

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
</tr>
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<tbody>
<tr>
<td>L.U. 660 Health</td>
<td>$6.00</td>
<td>$6.00</td>
<td>$6.50</td>
<td>$6.50</td>
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<tr>
<td>L.U. 660 Pension</td>
<td>$0.20</td>
<td>$1.05</td>
<td>$1.95</td>
<td>$1.95</td>
</tr>
<tr>
<td>D.C. #4 Apprentice</td>
<td>$0.65</td>
<td>$0.65</td>
<td>$0.65</td>
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<tr>
<td>I.U.P.A.T. Pension</td>
<td>$0.75</td>
<td>$0.75</td>
<td>$0.75</td>
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<tr>
<td>DC#4 LMF</td>
<td>$0.20</td>
<td>$0.20</td>
<td>$0.20</td>
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<tr>
<td>IUPAT LMCI</td>
<td>$0.05</td>
<td>$0.05</td>
<td>$0.05</td>
<td>$0.05</td>
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<tr>
<td>IUPAT FTI</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
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<tr>
<td><strong>Total Fringe Benefits</strong></td>
<td><strong>$7.95</strong></td>
<td><strong>$8.80</strong></td>
<td><strong>$10.20</strong></td>
<td><strong>$10.20</strong></td>
</tr>
</tbody>
</table>

Deduction:  Dues Check-Off: Three percent (3%) from Gross Wages
DC#4 Organizing Fund $0.05 per hour worked

Rate:  Percentage of Glazier Wages

34
ARTICLE 31
TRAVEL TIME

Section 1. Driving Time - When driving a company vehicle it shall be considered hours worked and the regular hourly rate shall apply. An employee who is also riding in a company vehicle shall be paid his regular hourly rate providing employee is to report to a shop at the start of his shift.

Section 2. Riding Time - Shall only apply when riding in a company vehicle outside the regular workday. The rate of pay shall be the New York State minimum wage scale per hour.

Section 3. Mileage - Mileage shall be computed from the direct point at the end of the free zone to the jobsite. Employees’ reporting directly to the jobsite outside the free zone shall be paid mileage expenses at ($ .40) per mile one way only. Starting May 1st, 2019, mileage expenses shall be paid at ($ .40) per mile both ways, thru the duration of the contract.

Section 4. Free zone shall be all of Erie County and Niagara County.

Section 5. Employees shall receive ($ .40) per mile when traveling from jobsite to jobsite when using their own personal vehicle. When first reporting to work that shall be your first initial jobsite. When driving your own vehicle the employer shall pay all tolls and bridge fares accumulated outside the jurisdiction of Western New York Region. When driving a company vehicle all expenses shall be paid.

Section 6. When parking fees are required they shall be reimbursed by the Employer, not to exceed ($10.00) a day.

Section 7. Room & Board - Employees shall be paid reasonable room reimbursement, minimum $30.00 or actual cost with valid receipt, and also a $35.00 per day subsistence.

ARTICLE 32
JURY DUTY

Inside workers called for jury duty will be compensated the difference between their regular rate of pay and the pay received for jury duty based on a regular eight (8) hour day. Contributions to the various funds will be made only on the hours paid by the Employer for a maximum of two weeks once in four calendar years dating from June 1, 1997 and for four calendar year periods thereafter or as long as this section remains in any agreement existing between the Employees and the Union. When an employee serves more than two weeks on jury duty the Employer the Union and the employee will try to arrange a new work schedule during this period at a time and rate of pay mutually agreeable to all.
ARTICLE 33
CREDIT UNION

The employer agrees to deduct from employees wages the amount specified by individual employees and forward as in the same manner as any benefit, payable by the 15th of the following month made payable to ________________

ARTICLE 34
DRUG FREE AND ALCOHOL-FREE WORKPLACE

Section 1. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy.

Section 2. The parties to this agreement recognize the need to provide and maintain a drug-free and alcohol free workplace. Each party agrees that it will comply with any customer mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident where allowed by law.

Section 3. All such substance abuse programs, rules or regulations, shall be submitted to the union for review prior to implementation by the Employer.
ARTICLE 35
TOOL REQUIREMENT

The following tools are required as per the collective bargaining agreement of glaziers local 660. Each classification of workers may require different tools but it is simply the responsibility of each worker to provide their own personal hand tools. In the event a worker does not have proper tools it may affect work status. The list of tools shall be as follows:

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

ARTICLE 36
DC #4 Glaziers & Glass Workers Local #660
Industry Fund

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

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

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

a. To the DC #4 Glaziers and Glassworkers Local #660 Industry Fund (the "Industry Fund"), the sum of one dollar and fifty cents ($1.50), for each hour worked; and

b. To the Painters District Council #4 Health and Welfare Fund and the Glaziers Local #660 Pension Fund, such amounts per hour worked as the Union shall direct pursuant to vote of the membership, effective as of the date of this Agreement, and on each anniversary of this Agreement. In no event, however, shall the sum of the amounts set forth in a. and b. of this Section 3. be more than the Excess Amount.

Section 4. Payments to the DC#4 Glaziers and Glass Workers Local #660 Industry Fund shall be paid no later than the 20th day following the end of the month for which payments are due. One check for the total amount due shall be remitted to Glaziers Local #660 Trust Funds Office by the 20th day of that month.

ARTICLE 37
DURATION AND EXPECTATION

1. This agreement shall take effect on May 1, 2018 and shall expire on April 30, 2022 at 12:00 midnight.

2. In the event the Employer and Union desire to extend the terms of this Agreement for another year to expire on the subsequent anniversary date such extension shall be in writing executed by the Employer and the Union through their duly authorized officers. If either party desires to negotiate changes in this agreement for a subsequent year or years that party shall serve notice in writing upon the other at least sixty (60) days but not more than ninety (90) days prior to the expiration date of the changes desired. Every effort shall be made to consummate the negotiations at least fifteen (15) days prior to the expiration date.

3. Any provisions in this Agreement or application of such provisions or circumstances which shall be in conflict with any Federal or State legislation or which shall be held invalid or unenforceable by a court of law or equity or by an administrative governmental agency with appropriate jurisdiction shall not render the balance of this Agreement null and void. The Employer and Union shall meet within thirty (30) days after such provisions has been declared null and void or unenforceable to negotiate a substitute provision and incorporate same within the balance of the otherwise valid Agreement.
The Undersigned Employer and I.U.P.A.T. District Council #4 Glaziers of Western New York agree to be bound by this Agreement May 1, 2018 through April 30, 2022.

<table>
<thead>
<tr>
<th>Employer-Corporate or Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Tax I.D. Number</td>
</tr>
<tr>
<td>Worker's Compensation Ins. Co.</td>
</tr>
<tr>
<td>Worker's Comp. Ins. Policy No.</td>
</tr>
<tr>
<td>Expiration date of Worker's Comp. Policy</td>
</tr>
<tr>
<td>Employer Signature and Title</td>
</tr>
<tr>
<td>Union Representative Signature and Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>
MARKET RECOVERY AGREEMENT

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

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

a. There will be no restrictions on tools or production.

b. The work week shall be Monday through Friday.

c. All work performed more than 8 hours a day and 40 hours in any week shall be paid at the rate of one and one half the rate at straight time.

d. Market Recovery rates shall only apply to projects that are privately funded.

e. Apprentice ratio may be as low as one to one.

f. Any terms and conditions of the Master Agreement when Market Recovery Projects are adhered shall apply.

g. The wages and fringe benefits for Market Recovery Projects shall be that of residential glaziers, also apprentices are permitted.

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

The IUPAT Pension Funding Improvement Plan (FIP) requires increased contributions, to the IUPAT Pension Fund, over the next five years (2017 – 2021). The increase needs to be equal to 50% over the contribution rate in effect on January 1, 2012, which was $3.51 (Journeyman) and $0.47 (Apprentices). The FIP therefore requires that the IUPAT Pension have an hourly contribution of $5.27 (Journeyman) and $0.71 (Apprentices) by December 31, 2021. The beneficiaries will earn a 2% accrual on the increases. If the goal isn’t met by December 31, 2021, a default schedule will be put in place that will require a 9.5% increase in contributions and participants will receive no benefit accrual for such contributions.

To that end the following is agreed upon:

Beginning May 1, 2018, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of $5.16 (Journeyman) and $0.75 (Apprentices) to the IUPAT Industry Pension.

The parties agree that no later than January 1, 2021, the contribution rate to the IUPAT Industry Pension Fund for each journeyman hour, or portion thereof, worked shall be increased to $5.27.