MEMORANDUM OF AGREEMENT made this first day of May 2017 and expiring April 30, 2023 by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION hereinafter called the "Employer" or "Association", and DISTRICT COUNCIL NO. 9, GLAZIERS LOCAL UNION #1087 of the International Union of Painters and Allied Trades, hereinafter called the "Union", for and on behalf of the Union and the members thereof now or hereafter employed by the Employer and collectively designated as Employees.

Each Independent Employer Signatory to this Agreement agrees to pay a $250.00 signing fee, to the Union, to defray the cost of preparation and duplication of this Agreement.

STATEMENT OF INTENT

It is the intention of the Employer and the Union to, and the Employer and the Union do, hereby adopt and incorporate herein by reference, all of the terms and conditions of the "Trade Agreement" (sometimes referred to herein as the "Mainframe Agreement") between District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO and The Association of Master Painters & Decorators of New York Inc., The Association of Wall, Ceiling & Carpentry Industries of New York Inc., and The Window and Plate Glass Dealers Association effective May 1, 2011 through April 30th 2019, and its successor agreements, except as otherwise expressly modified by the terms of this Memorandum of Agreement, known and referred to as the Glaziers Agreement, effective May 1, 2017 through April 30th 2023. This Memorandum of Agreement shall not serve to renew or re-institute any of the provisions expressly eliminated by the parties from the Glaziers Agreement, which expired April 30, 2017. In the event of any conflict between the terms and provisions of the preceding Glaziers Agreement or the "Mainframe Agreement" the provisions of this Glaziers Agreement shall prevail.

Art. 1. JURISDICTION AND SCOPE OF WORK

1. Territorial Jurisdiction: Counties of Bronx, Dutchess, Kings (Brooklyn), Nassau, Suffolk, New York (Manhattan), Orange, Putnam, Queens, Richmond (Staten Island), Rockland, Sullivan, Ulster and Westchester, and any additional area the Union may be awarded by the General Executive Board.

2. Craft Jurisdiction;
   a. The setting of and/or removal of any and all, but not limited to the following; art glass, prism glass, leaded glass, fire rated glass and glass ceramics, ceramic frit glass, insulated glass, textured glass, automobile glass, pre-glazed windows, louver glass, plate glass, float glass, laminated glass, tempered glass, annealed glass, safety tempered glass, heat-strengthened glass, bent and curved glass, window glass, mirrors of all types including any channel that holds them, framed and unframed mirrors set in all locations, wire glass, opaque glass and glass chalk boards. Security glazing, bullet resistant glass, blast resistant glass and any other type of protection glass, polymers, acrylics or polycarbonates (including any window film regardless of material or intended use). Structural glass and glazing in all applications including but not limited to: curtain wall, suspended glass systems, storefronts and entranceways.
including automatic doors, glass enclosures, folding glass walls, sliding glass office and partition systems, glass flooring, glass stair treads, glass railing systems and relative materials, partitions revolving doors, skylights, sloping glass walls, greenhouses, conservatories, sunrooms, walkways, windscreens, stack wall systems, Pilkington systems, point supported glass systems, cable net systems, tension-rod truss glass systems, facades and canopies. Neoparium, glass and/or crystal and or composite products, photo-voltaic, LCD glass, privacy glass, smart glass, glass light diffusers and lenses. The glazing of stairwells, hollow metal frames, fixtures, fire hose cabinets, showcases, furniture glass, doors, hung ceilings, frames, sidelights, borrowed lites, fixed or operable windows, shower doors, shower and tub enclosures framed or frameless, food and sneeze guards, all fiberglass reinforced panels, all plastics, acrylics, polymers and polycarbonates or other similar materials when used in place of glass. All of the above whether dry set or installed or glazed with any type of putty, Thiokol, neoprene, vinyl, tapes, silicones or any other type of sealant, all types of glass cements, mastics, butyl or adhesives, moldings, rubber, gaskets or lead in wood, iron, aluminum, steel, brass, sheet metal or vinyl sash. Herculite doors including any rixons, closures, pivots, locksets and hardware. Movie or projection screens made of glass or plastic, aquariums glazed with glass or plastic, all glass shelves and all glass furniture tops. The installation of decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for aesthetic, weatherproofing, soundproofing and structural reasons.

b. The installation of all of the above materials and systems whether done at the shop or on the job site, and whether temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction.

c. The installation and/or removal 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, tempered glass doors, side lites, aluminum doors and related materials including those in any or all buildings related to store front and window construction.

d. The glazing and/or installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, any glass or plastics where the glass stop, pressure plate, channel, hangar or glass hold down is applied directly on the glass, storm sash where the glass becomes an integral part of the finished product.

e. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembling and installing and removal of all art glass, engraving, drafting, etching, embossing, sandblasting, shipping, glass bending, glass mosaic work, cutting of all flat and bent glass, glass shade work, and glazing in lead or other glass metals

3. There shall be no strikes, work stoppages or slowdowns or other interferences because of jurisdictional disputes. Disputes between trades and disputes relative to questions of work jurisdiction shall be adjusted in accordance with the principles and procedures set forth in the New York Plan for the Settlement of Jurisdictional Disputes. All decisions, rendered there under determining disputes arising out of conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto.
Art. 2. HIRING PROCEDURES

1. The union shall be the sole and exclusive source of referrals of apprentices and journeyperson applicants for employment. The employer will hire the applicants only through the Union.

2. The Union shall select and refer applicants for employment without discrimination. Such selection and referral shall not be affected in any way by membership or non-membership in the Union.

3. The Union will not arbitrarily refuse a qualified applicant without just cause.

4. All applicants for referral must have obtained journeyperson status in the trade either through completion of the Apprentice Program or demonstration of 4-years' experience in the trade.

5. All such selection and referral shall be in accordance with the following procedure:
   a. The Union shall maintain a register of journeyperson applicants for employment. Applicants shall be listed in chronological order of the dates they register. If the registration list is exhausted, and the Union is unable to refer applicants for employment within forty-eight (48) hours from the time of receiving the request, Saturdays, Sundays and holidays excepted, the requesting employer shall be free to secure applicants without using the referral procedure and shall notify the Union promptly of the names, addresses and Social Security numbers of such directly-hired employees.
   b. The hiring employer shall advise the Union of the number of applicants needed. The Union shall refer applicants to the hiring employer in the chronological order of their dates on the register.
   c. Any applicant who is rejected by the hiring employer shall be returned to his/her appropriate place on the register, and shall be referred to other employment in accordance with their position on the register.
   d. The employer shall retain the absolute and unconditional right to reject any applicant for employment, providing the Employer exercising that right submits the rejection in writing, if requested by the Union. The hiring Employer may request any applicant, regardless of that applicant’s position on the register, who was formerly employed by the hiring employer. If the requested applicant has not formerly worked for the hiring employer, the employer shall guarantee said applicant five hundred hours of continuous employment. The Union shall not unreasonably deny the employer’s request.
   e. If the Union is unable to refer applicants for employment, the hiring employer, pursuant to paragraph (a) above, shall report the hiring of a non-journeyperson to the Union prior to the commencement of employment. As an additional condition of hiring a non-journeyperson, the hiring employer shall guarantee said worker their first five hundred hours of continuous employment.

6. Neither party to this Trade Agreement shall discriminate against any employee with respect to employment by reason of union membership or race, creed, color, sex, gender (including gender identity and sexual harassment), pregnancy, age, national origin, disability, sexual orientation, alienage or citizenship status, predisposing genetic characteristics, arrest or conviction record, military status, unemployment status, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, or any other characteristics protected by
federal, state or local law. As applicable and appropriate, covered Association employers will comply with the federal Family and Medical Leave Act.

Art. 3. WAGES AND WORKING CONDITIONS

(a) The regular workweek shall consist of thirty-five (35) hours or forty (40) hours per week divided equally into five (5) days, from Monday to Friday, inclusive. Seven (7) or eight (8) hours shall constitute a day's work. The hours of work shall be worked between 7:00 a.m. to 5:30 p.m., in the following allocations: 7:00 a.m. - 2:30 p.m. or 7:00 a.m. - 3:30 p.m.; 7:30 a.m. - 3:00 p.m. or 7:30 a.m. - 4:00 p.m.; 8:00 a.m. - 3:30 p.m. or 8:00 a.m. - 4:30 p.m.; 8:30 a.m. - 4:00 p.m. or 8:30 a.m. to 5:00 p.m.; 9:00 a.m. - 4:30 p.m. or 9:00 a.m. - 5:30 p.m.

After a 7 hour day, if an optional 8th hour is required, same will be at the regular rate of pay. If a 9th hour is worked then the eighth, ninth and any additional hours will be at time and one half wages and benefits.

After a registered 8 hour day, if a 9th hour is worked, the ninth and any additional hours will be at time and one half wages and benefits.

Employer may start at 6 am at straight time wages and benefits in occupied buildings only when needed, Ex: Load-ins, Hammer Drilling, etc. This shall apply to Association Employers only. Early start times must be registered and approved by the Union.

(b) Waiting Time: If an employee agrees to work after the completion of the regular work day, but the site is not immediately accessible, the first hour of waiting time shall be an unpaid meal break.** The next hour of wait time, rounded up to the next highest hour, shall be paid at straight time wages and benefits. Wait time, paid at straight time wages and benefits, shall be capped at one (1) hour. Time and one-half wages and benefits shall begin after one hour of waiting time.

If the employee works 5 hours or less, the employee shall be paid at the overtime rate of time and one half wages and benefits plus straight time for the paid waiting time. If the employee works 6 hours or more, the employee shall be paid at time and one-half wages and benefits for hours worked and time and one half (instead of straight time) wages and benefits for the paid waiting time.

All partial hours shall be considered full hours.

** If the job is cancelled prior to the start of work, the meal break shall become a paid hour at straight time wages and benefits.

(c) If an employee is released at the end of the work day and then called back to work, he/she shall be paid a guarantee of 7 hours overtime or time worked at overtime, whichever is greater.

1. (a) The Association Employer shall be able to employ Glaziers in shifts on jobs within the jurisdiction of Local Union 1087 a minimum of three (3) consecutive nights. At least two (2) working days prior to the commencement of a job, the employer must notify the Union, on company letterhead by fax, of the shift to be worked. Failure to comply will result in the forfeiture of the shift work being granted. All hours worked will be considered overtime.

Shifts shall be any eight (8) consecutive hours after the normal working day for which the Glazier will receive nine (9) hours pay for eight (8) hours worked. This will not apply to an employee who has worked an eight (8) hour day, on any jobsite for that employer. Any employee who has worked an eight (8) hour day will receive overtime pay for any hours worked after his normal day. Except when a condition arises where the night shift is canceled by the client. Then the employee can work the next day at straight time to make up the lost shift.
(b) All shift work will have a Steward appointed from the Union for the duration of the job.

(c) All employers must show valid documentation on why shift work needs to be utilized. All shift work must be registered.

(d) This shall be available to Association employers only.

3. For the purpose of payment of benefits: Monday is the first working day of the week and Sunday is the last working day of the week. Payday shall be the following Tuesday or Wednesday, of preceding week.

4. Show up Time: Employees who are not put to work due to weather conditions, after having been instructed to come to work, shall be paid two (2) hours or the numbers actually worked whichever is greater. An employee who works more than four (4) hours but less than seven (7) because of weather conditions, shall be paid for seven (7) hours. But if the employee leaves the job on his/her own, the employee’s wages stops at the time he/she left the job.

5. On Project Labor Agreements (PLAs), if a work day is lost due to inclement weather or a government declared emergency, Saturday shall be designated as the make-up day at straight time on that jobsite. However, Saturday cannot be utilized as a make-up day if scheduled work can only be done on Saturday. This clause will become null and void when there are no longer any PLAs.

4. Any employee who is ordered to report to work on a Saturday, Sunday or Holiday and who does report but is prevented from working through no fault of the employee shall be paid seven hours straight pay and benefits plus any applicable travel pay and/or reasonable travel expenses.

5. WAGE SCHEDULE: The wage and benefit rates, per hour, for Glazier journeypersons, shall be increased as follows:

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<tr>
<th>Crew Size</th>
<th>Shop Worker</th>
<th>Out of Work List</th>
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8. Union reserves the right to allocate above increases, to wages and or benefits. The Employer will be notified in a timely manner as to the allocation of the increases. There are no (C.O.L.A.) Cost of Living increase provisions in this District Council D.C.9 Glaziers Agreement.

9. Taxable Wage Package is: Wages + Vacation + P.A.T.+ 0/MA.

10. Foremen shall be paid an additional $2.00 per hour from 5/1/2017 through 4/30/2021 and an additional $3.00 per hour from 5/1/2021 through 4/30/2023, over and above the foregoing wage rates. However, if the Foreman works on Swing Scaffold he/she shall be paid the higher of the foreman or swing scaffold premium, not both. Whenever four or more employees are employed on building work, one (1) of these employees shall be a Foreman.

11. All Glaziers and Apprentices working on Mechanical Equipment, Scissor jacks, Man Lifts, Booms & Buckets 40’ or more above ground level, shall be paid $1.00 per hour in addition to their regular hourly pay. Pipe scaffolding is not included.

All Glaziers and Apprentices working on Swing Scaffold shall be paid $2.00 per hour from May 1, 2017 through April 30, 2021 and $3.00 per hour from May 1, 2021 through April 30, 2023 in addition to their hourly pay.

12. All work performed on New Year’s Day, President’s Day, Memorial Day, Independence Day, Thanksgiving Day and the day immediately following, and Christmas Day shall be paid at the rate of time and one-half wages and benefits. If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then for the purpose of this agreement the holiday shall be celebrated on the day set by said federal law with the same force and effect as if the day on which the holiday is celebrated was actually the holiday date.
13.  (a) All overtime shall be paid at the rate of time and a half (1 ½) wages and benefits.

(b) Any work performed on Saturdays, Sundays or Holidays shall be paid for at time and one-half wages and benefits. Any overtime work of less than one hour shall be paid for one full hour.

(c) All overtime work must be reported to the union, prior to commencement of overtime work. On all registered overtime, this crew schedule shall apply:

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On crews over twelve (12) workers the split will be 50/50 with the odd man from the shop; e.g., on a seventeen (17) worker crew, eleven (11) from the shop and six (6) from the out of work list.

14. SPECIALTY WORK: the overtime rule may be waived with the permission of the Union which may not be reasonably denied.

15. No work shall be performed on Labor Day.

16. When the Glaziers are sent to work outside the five boroughs of the City of New York, Westchester County and Rockland County, they shall receive an expense allowance/travel pay of $15.00 per day. When Glaziers work in the same counties, above Westchester and Rockland Counties, in which they live, travel pay shall not apply.

17. For the duration of this Agreement, when Glaziers are sent out of town for more than one day their reasonable expense shall be paid by the Employer.

18. Should the Employer request or order his Glaziers to ride either in the Employer's truck or other vehicle, start time shall be the regular starting time from the shop and they must return to the shop by the regular quitting time. This shall not apply to travel within City limits. All such trucks shall bear the Employer's name.

19. Whenever a Glazier or Apprentice is required to drive a truck during regular working hours, he/she shall be paid $2.00 per day in addition to his regular daily rate of wages. If required to drive a truck before or after regular working hours, he/she shall receive extra compensation at the rate of single time up to the

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1 When overtime is being worked in connection with a regular workday, this crew schedule shall not apply.
point where his/her total working hours are forty (40) for the week, and at the rate of time and one half of his/her regular rate of wages after forty (40) hours in one week.

20. If any employee working outside of the shop becomes ill and cannot continue working, he/she shall immediately notify the Employer and return to the shop or to his/her home, and the Employer shall pay the necessary traveling expense to the shop or home.

21. Any employee leaving the Employer's shop at the regular starting time shall sustain no loss of time if he/she is not able to get to work because of distance or a transportation accident.

22. Should the Employer at any time pay the employees less than the established rates for wages, vacation, holidays, traveling time, railroad fare, scaffold pay, foreman pay or driving a truck, as herein provided, he shall pay such employees all monies due them, as well as paying damages to the Union to cover the reasonable expenses incurred by the Union in collecting such monies.

23. Any employee injured on the job shall receive a full day's pay for the day on which the injury occurred.

24. No employee shall be discharged or discriminated against for belonging to the Union, but the Employer shall have the right to lay-off any Glazier as the exigencies of business may require. When employees are laid off for lack of work after working all or part of a day, including Saturdays, Sundays or Holidays, they shall receive a full day's pay and benefits at the rates provided herein at the time of lay-off. Lay-Off is Pay-Off. If payment in full is not received by a laid-off glazier at the time of lay-off, or by the Union within 24 hours after the lay-off, excluding Saturdays, Sundays and Holidays (by overnight mail) and if the Employer does not have an escrow account, said glazier or glaziers shall be considered continuing employees and will stay on the job for a maximum 2 hours on the day of lay off and the next day for a minimum of 2 hours up to a normal 7 hours working day, each day thereafter, until either they or the Union receives all monies due for wages and benefits. All such waiting time shall be paid at straight time.

25. All glass on jobs shall be distributed by Glazier, or apprentices after same has been delivered or hoisted to a safe place on each floor by our industrial glaziers.

26. Any Glazier who before quitting time on any day has not received orders for the next day shall appear for work on the following morning, whether on the job or at the shop, ready for work wherever directed, and shall receive a full day's pay for that day whether or not there is work for him/her to perform.

Art. 4. PROTECTIONS AND PRESERVATION OF WORK

1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: if the Employer performs on-site, 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, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
2. The Employer agrees to register all jobs, immediately upon being awarded the job. Registration must be faxed to (212) 255-1151 or certified mail to the main union office on written forms as provided by the Union. The original form shall be retained by the Employer.

3. All Saturday, Sunday and Holiday overtime must be registered.

4. On any shift work, the Employer must give written notice to the Union on Company letterhead two (2) days prior to the commencement of the job to be eligible for that rate. Failure to comply will result in the forfeiture of the shift work being granted. All hours will be considered time and one-half wages and benefits.

5. If the job is or is to be subcontracted, the Employer who is awarded the job must register that job and inform the union of what company the work will be subcontracted to.

Art. 5. VISITATION

The Business Manager, Business Agent or any other authorized representatives of the Union shall have the right to visit all places, shops or jobs where work is going on, for the purpose of inspection. They shall also have the right of examine working cards and pay envelopes of all employees covered by this Agreement, as well as the payroll of the Employer.

Art. 6. SHOP STEWARDS

1. The Union shall have the right to appoint a shop steward from the Union members regularly employed in each shop. Upon any guilty finding by the Joint Trade Board the Union may assign a shop steward from the hall. The Union may also assign a shop steward from the hall for any Employer signing either this agreement or any independent version of this agreement on or after May 1, 2005 (This does not apply to current signatory contractors.) The Union shall also have the right to appoint and place any Union member, whether or not presently or previously employed by the Employer, as a job steward on every job of more than one day's duration.

2. The duty of all stewards is to report to the Business Manager or Business Agent any infractions or violations that may come to his notice. If a shop or job steward is discharged for calling attention to any of the terms of the Agreement, he/she shall at once be reinstated until the matter is adjusted between the Union and the Employer. No shop steward may be laid-off except for cause.

3. When and if it becomes necessary for a shop to split time equally, the Shop/Job Steward shall be kept abreast of everyone's time and he/she shall be included in the time splitting. If the shop decides not to inform the Shop/Job Steward of who is splitting time, the Shop/Job Steward shall not split time.

Art. 7. JOB SAFETY

1. The Employer shall supply proper hard hats and safety harnesses plus scaffolding and ladders on jobs to provide for the safety and security of his employees. Swing scaffolding of the safest type must be supplied and none but Glaziers or professional scaffold people shall hang or shift scaffolds. All such scaffolds shall be inspected before being used and shall be maintained in accordance with applicable law and regulations. In the event that employees are supplied with hard hats and safety harnesses and the employees do not use such hard hats and safety harnesses, the employees shall be subject to fines
as described in the Local Union No. 1087 by-laws as well as fines assessed by the General Contractor or, if applicable, by the Occupational Safety and Health Administration. If the Employer fails to supply such hard hats and safety harnesses the worker will sit outside the job site until such equipment is made available, and get paid by the Employer for the day unless sent to another job. Harnesses must be hooked to an independent safety line.

2. The parties acknowledge that the effective date of New York City Administrative Code Section 9-03 is September 1, 2000. All training required pursuant to Section 9-03 shall be provided by the Union.

3. The Employer shall supply safety harness and lifelines on all swing scaffolds, and shall supply helmets. All Glaziers working on swing scaffolds shall wear said harnesses and helmets. A refusal by any Glazier to wear said harness and helmet shall be grounds for dismissal by the Employer and internal Union discipline. Nothing contained herein, however, shall be interpreted to subject the Union or any of its officers or agents to any liability in the event of an accident occurring to any Glazier who either wears or does not wear said harness.

4. Whenever scaffolding is off the ground, three (3) workers shall be required to shift it. When it is on the ground, two (2) workers shall be required to shift it.

5. The Business Manager or Business Agent of the Union shall have the right to refuse to permit Glaziers or apprentices to work on any job on which he determines that the working conditions are hazardous.

6. An Employee may not be subject to more than one random substance abuse test per calendar year. The test shall be administered at the Employer's expense.

7. In order to work, an Employee or apprentice must have completed a ten-hour OSHA Safety Course, as per OSHA regulations and will comply with any other statutorily required training programs.

8. All foremen and stewards must attend a minimum of eight (8) hours of safety training per calendar year.

9. Glazier members working under this contract are not required, as per the Mainframe Agreement, to wear uniforms. Members shall be required to carry picture ID enforceable by the union, not the employer as per the Mainframe Agreement.

Art. 8. TOOLS

In the event the Employer requires employees to provide their own tools for the performance of work for the Employer, the Employer shall provide safe and secure storage for said tools. The Employer shall be fully responsible as an insurer in the event said tools are stolen or damaged through no fault of the employee. Employees shall be responsible to provide for the normal hand tools of the trade including suction cups.

Art. 9. INSURANCE & OTHER FRINGE BENEFITS

1. The Employer agrees that he will carry all necessary and required insurance, covering all of his employees. He shall carry Workmen's Compensation Insurance in the State in which his employees are working. He shall also make contributions for Social Security and Unemployment Insurance as required by law, regardless of the number of men employed by him. All payroll deductions, including the dues check-off
herein provided for, shall be itemized on the pay envelopes or pay receipts given to the employees with their pay.

2. All Health Insurance & other Fringes Benefits contributions other than what is addressed here (such as collections, distributions, enforcement, payments, penalties, litigation, or different Annuity & Vacation payments from painters, etc.) shall be enforced pursuant to Article XX, XXI and XXII of the Mainframe Agreement.

3. All signatory contractors and out of District Council 9 geographical jurisdiction contractors must sign District Council 9 collective bargaining agreement and must post a bond as per "Mainframe Agreement" Article XXII. Bonds, Damages, Fees and Interest.

**Bonds:**

a. **Security** - The Signatory Employer shall provide security to the Trustees for the faithful performance by it of the requirements under this Trade Agreement for the payment of Signatory Employer Benefit Contributions, liquidated damages, interest, attorneys' fees, costs of collection and other monetary obligations under this Trade Agreement. The Trustees shall be entitled to retain any interest that accrues on such security during the time such security is deposited with the Trustees.

b. **Form of Security** - Such security deposited with the Trustees shall be in the form of cash, surety bond acceptable to the Trustees, or other security acceptable to the Trustees.

c. **Amount of Security** - The amount of security which the Signatory Employer is required to deposit with the Trustees under the stamp system shall be $25,000 for Association Member Employers and $50,000 for Independent Employers. The security provided in accordance with the foregoing shall be available to satisfy any delinquency and any interest and liquidated damages resulting from such delinquency. In the event that a former signatory employer does not report any work covered by this Trade Agreement (or its successor) for a two year period and such employer refuses or fails to make records available to the Certified Public Accountant as described in Article XXI, Section 1(a) of the District Council No. 9 Mainframe Agreement, the entire amount of such employer's security shall apply and be paid to the Fringe Benefit Funds (in proportion to their respective contribution rates) to the signatory employer's credit.

d. If at any time a Signatory Employer's security on deposit with the Trustees shall, for any reason, be in an amount less than the amount required by this Section, the Signatory Employer shall immediately deposit with the Trustees additional security so that the Signatory Employer's security on deposit shall at all times comply with this subsection.

e. The Trustees shall not accept any surety bond or other non-cash collateral from any Signatory Employer who shall have failed in the past to make payment of any sums found by the Trustees or National Trustees to be due under this Trade Agreement or under any prior Trade Agreement. In such cases, compliance with the security requirements hereof shall be by cash deposit only.

f. **Additional Security** — In the event the Trustees determine that a Signatory Employer is guilty of violating any provision of this Trade Agreement, or in the event the Trustees bring suit against a Signatory Employer to collect unpaid Fringe Benefit Contributions or interest, liquidated damages or
fees related thereto, the Signatory Employer shall provide additional security in such form and amount, as the Trustees shall determine. The Trustees may, but are not required to, assess such additional security in an amount no less than the amount of the Signatory Employer's potential, existing or future liability to the Trustees. Any additional security required pursuant to this subsection shall be deposited with the Trustees who are authorized to pay out of such security any sums found by the Trustees to be due for unpaid Fringe Benefit Contributions, liquidated damages, interest, attorneys' fees, or other costs of collection.

4. In addition to any PIIAF rules and regulations as per District Council No. 9 Mainframe Agreement, if an Employer fails to pay Fringe Benefits Contributions for the employees, the employees reserve the right to cease work for the Employer. In the event that the employees exercise their right to cease work for the Employer, the employees shall be paid by the Employer the same wages as if they were performing the work for the period of time that the employees ceased working.

5. All Employers shall fill out weekly remittance forms whether or not stamps are purchased. The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following: Failure to submit Shop Steward reports or remittance reports = $500.00 for each missing report.

6. FIP-The Union agrees to allocate one cent (1¢) per hour from the wage and benefit increases in Article 3, into the pension fund by December 31, 2021 for the Funding Improvement Plan (FIP).

Art. 10. PROHIBITED AGREEMENTS AND ARRANGEMENTS

1. No Employer shall at any time make any arrangement whatsoever, written or oral, with any Glazier for the performance of glazing work of any description whatsoever, other than to employ Glaziers as provided for in this Agreement in the usual and regular manner, and at the wage rates provided herein.

2. All Employers shall assign and perform all work within the craft jurisdiction of the Union as defined in Art. 1, by directing employment of Glaziers in the usual and regular manner and no Employer shall enter into any other arrangements to assign or perform said work. Said prohibited arrangements, without limiting the generality thereof, shall include subcontracting, lumping or agency agreements.

3. The Employer shall not subcontract work in the jurisdiction of District Council #9 to any other Employer who does not have a current signed Collective Bargaining Agreement with District Council #9.

4. The Union referral hall shall not refer any Glaziers to any Employer who does not have a current signed Collective Bargaining Agreement with the Union.

Art. 11. SITE SPECIFIC AGREEMENTS

1. The Union and the Association acknowledge that in certain circumstances it is not feasible for an Employer to sign the full D.C. #9 Glazing Agreement. When these circumstances exist, the Union shall be permitted to sign said Employer to a Site Specific (per job) Agreement, which will become null and void at the completion of said job. Site Specific Agreement shall not be issued by the Union if the total cumulative contract value for the particular job is $100,000.00 or more.
2. Said Employer must be signed to a full, recognized Building Trade Agreement, in order to be eligible for this Site Specific Agreement.

3. This will most commonly be used for fixture and skylight contractors.

4. On all jobs that have SITE SPECIFIC agreement, that Employer must post a surety bond or a cash bond as per Article 9.3 of this agreement. Otherwise all fringe benefits must be prepaid in full in advance and before commencement of work.

Art. 12. DOUBLE BREASTING

In the event that any Employer creates and/or uses another corporation or other entity, over which the Employer has a direct financial interest, or exercises direct or indirect control, for the purpose of, or which has the effect of avoiding its obligations hereunder ("double breasting"), the Union shall be entitled to liquidated damages in the amount of $10,000 for each provable occurrence to be paid into a P.I.I.A.F. (Painting Industry Insurance and Annuity Fund). "Double breasting" is to be distinguished from subcontracting, which is an arm's length transaction between two wholly separate and independent entities. Subcontracting is dealt with in the Mainframe Agreement. Any dispute between parties regarding this provision shall be resolved by submission thereof to an arbitrator appointed by the American Arbitration Association.

Art. 13. STAFFING OF JOBS

1. All work covered by this Agreement which is performed in the Employer's shop, as well as on the job site, must be done by Glaziers covered by this Agreement. Employers who are not signatory to this Agreement may be limited by the Union to furnish only one supervisor to the job site.

2. Those Employers signatory to the full Glaziers Agreement shall employ at least one District Council 9 referred Glazier for 35 hour per week, 52 weeks per year during the term of this Agreement and shall have a commercial Glazing place of business within the territorial jurisdiction of the Union, as set forth in Art. 1 of this Agreement.

3. In handling and setting of all types of glass, not less than the number of workers provided for herein shall be used as a safety factor, as follows:

<table>
<thead>
<tr>
<th>FROM</th>
<th>111 to 154 united inches</th>
<th>1/4&quot;</th>
<th>1/8&quot;</th>
<th>1/2&quot;</th>
<th>3/4&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;</td>
<td>155 TO 179</td>
<td>2 workers</td>
<td>3 workers</td>
<td>3 workers</td>
<td>4 workers</td>
</tr>
<tr>
<td>&quot;</td>
<td>180 TO 214</td>
<td>3 workers</td>
<td>4 workers</td>
<td>4 workers</td>
<td>5 workers</td>
</tr>
<tr>
<td>&quot;</td>
<td>215 TO 230</td>
<td>4 workers</td>
<td>5 workers</td>
<td>6 workers</td>
<td>8 workers</td>
</tr>
<tr>
<td>&quot;</td>
<td>231 TO 250</td>
<td>5 workers</td>
<td>6 workers</td>
<td>7 workers</td>
<td>9 workers</td>
</tr>
<tr>
<td>&quot;</td>
<td>251 TO 260</td>
<td>6 workers</td>
<td>7 workers</td>
<td>9 workers</td>
<td>12 workers</td>
</tr>
<tr>
<td>&quot;</td>
<td>261 TO 272</td>
<td>7 workers</td>
<td>9 workers</td>
<td>10 workers</td>
<td>13 workers</td>
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<tr>
<td>&quot;</td>
<td>273 TO 284</td>
<td>8 workers</td>
<td>10 workers</td>
<td>12 workers</td>
<td>16 workers</td>
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<tr>
<td>&quot;</td>
<td>285 TO 296</td>
<td>9 workers</td>
<td>11 workers</td>
<td>13 workers</td>
<td>17 workers</td>
</tr>
<tr>
<td>&quot;</td>
<td>297 TO 304</td>
<td>10 workers</td>
<td>12 workers</td>
<td>14 workers</td>
<td>19 workers</td>
</tr>
</tbody>
</table>

13
12 workers 15 workers 17 workers 23 workers

OVER 3/8” 3/8” AND 1/2” 3/4”

20 workers 25 workers
23 workers 27 workers
26 workers 29 workers
28 workers 30 workers
30 workers 30 workers

4. On an irregular thicknesses and shapes of Glass, man power will be decided by the weight of the glass: not to exceed 80 pounds per worker.

5. It is further agreed that on glass larger and thicker than above mentioned or on jobs more difficult to handle, additional workers should be used, in order to insure safety of the workers in setting or removing such glass.

6. On glass insulating units, 50% more workers are to be employed than on the above schedule of workers, as a safety factor.

7. On glass insulating units of more than two (2) panes of glass, additional Glaziers shall be employed as a safety factor.

8. Only door lites up to and including 120 united inches may be set by one (1) man.

9. All glass sizes will have a 50% reduction when any mechanical equipment is used in the entire setting of glass. No reduction will be allowed when glass handling is being done manually.

Art 14. APPRENTICES

1. All Employers who employ four (4) to eight (8) journeypersons must also employ at least one (1) apprentice. All Employers who employ nine (9) or more journeypersons must also employ at least two (2) apprentices. No layoffs will result from this provision. However, if the Employer demonstrates a financial necessity, after consultation with the Union, the Employer may split work time evenly among the bargaining unit, including apprentices.

2. All apprentices shall be subject to a ninety-day probation period.

3. At the end of a one year indenture the Employer may terminate the apprentice’s employment and replace the apprentice with the next apprentice on the out of work list, provided (a) the replacement is in a class other than the class of the terminated apprentice.

4. The Union has the right to put 3rd & 4th year apprentices to work without indenturing them if there are no journeyperson available and/or under certain conditions.

5. Except as provided in sub paragraph 4 and 5 above, no apprentice shall be laid off unless and until the Employers shops staffing has been reduced to three glaziers. If the Employer hires a fourth glazier within ninety days of layoff, the employee hired shall be the laid off apprentice if available.
6. First Year Apprentices shall receive 40% of the Journeyperson wages and Benefits. Second Year Apprentices shall receive 50% of the Journeyperson wages and benefits. Third Year Apprentices shall receive 60% of the Journeyperson wages and benefits. Fourth Year Apprentices shall receive 80% of the Journeyperson wages and benefits.

7. No Apprentice shall be permitted to work alone until he has completed two (2) years of his apprenticeship.

8. The parties shall continue an Apprenticeship training program to insure an adequate supply of skilled mechanics.

9. The Employer shall also during each week of the term of this Agreement contribute to the Painting Industry Insurance and Annuity Fund the sums set forth by the District Council No. 9 apprentice agreement for all apprentice fringe benefits.

Art. 15. WORK PERFORMED BY PERSON INTERESTED IN EMPLOYER’S BUSINESS

1. The Employer agrees that any owner, partner, officer, stockholder, or agent involved either directly or indirectly in the ownership or management of the Employer’s shop or business and working with the tools of the trade at the Employer’s shop or business or working with tools of the trade or on any productive equipment or on work specified in this Agreement, must be a member of the Union and for identification carry a Union Card and pay the appropriate initiation fee and prevailing dues, and all applicable fringe benefit contributions shall be made for such person for all work days in the month. Owner members will operate in accordance with the provisions of the I.U.P.A.T. International Union Constitution and the Trust Agreements of the various Funds of the Union, such as the Vacation, Health and Welfare, Annuity, LMCF, Political Action, Apprentice, Promotional, and Health Safety Funds, and make contributions to those Funds for all hours worked at a minimum of One Hundred Forty (140) hours per month.

2. If a signatory Employer is also a member of the Union, the Employer must guarantee to place one journeyperson referred by the Union and guarantee his wages and benefits for 35 hours per week, 52 weeks per year, for himself and the worker for the Union.

Art. 16. REPAIR, MAINTENANCE and FABRICATION AGREEMENT

1. Scope: All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $135,000. The total cumulative value shall increase by 5% annually. If the cumulative contract value is $135,000 and over, plus each 5% annual increase, the Article 3 rates shall apply.

2. Description of work: All repair and maintenance work described in the District Council #9 Glaziers Agreement.

3. Registration: Any mirror work in excess of 2 (two) days, covered by this Repair, Maintenance and Fabrication Agreement must be registered before starting the job.
4. Craft Jurisdiction for repair, maintenance and fabrication agreement:
   a. Plate glass replacement
   b. Residential glass replacement
   c. Residential mirrors and shower doors
   d. Storm windows and storm doors
   e. Residential replacement windows
   f. Herculite door repairs
   g. Door closer repairs
   h. Retro fit apartment house (noncommercial buildings)
   i. Glass tinting including any window film regardless of material or intended use
   j. Auto Glass
   k. Shop fabrications, glass or metal (all work to be done in employer’s primary place of business to include fabrication of store fronts, curtain wall, pre-glazed windows and all other related fabrications)
   l. Replacement and renovation mirror work (not new construction) where the cumulative contract value is under $20,000.00

5. The wages and benefits for all repair and maintenance work shall be increased yearly as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2017</td>
<td>$1.33</td>
<td>$0.35 Wages</td>
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<tr>
<td></td>
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<td>$0.40 H&amp;W</td>
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<tr>
<td></td>
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<td>$0.48 Pension</td>
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<tr>
<td></td>
<td></td>
<td>$0.10 FTI</td>
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<td>May 1, 2018</td>
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<td>To be allocated by the Union</td>
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<tr>
<td>May 1, 2020</td>
<td>$1.33</td>
<td>To be allocated by the Union</td>
</tr>
<tr>
<td></td>
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<tr>
<td>May 1, 2021</td>
<td>$1.33</td>
<td>To be allocated by the Union</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May 1, 2022</td>
<td>$1.33</td>
<td>To be allocated by the Union</td>
</tr>
</tbody>
</table>

6. FIP-The Union agrees to allocate an additional One Dollar and Ninety Cents ($1.90) per hour, from the wage and benefit increases in Article 16, into the pension fund between May 1, 2018 and December 31, 2021 for the Funding Improvement Plan (FIP).

7. Hours of work shall be 7:00 A.M. to 7:00 P.M. Monday through Saturday. Eight (8) hours shall constitute a full day’s work. Any hours in excess of (8) hours, in a twenty-four (24) hour period shall be paid at time and one-half (1.5) wages and benefits. All work exceeding 40 hours in one week shall be paid at time and one-half (1.5) wages and benefits. All work performed on Sundays, shall be paid at time and one-half (1.5) wages and benefits.
8. Rack schedule as per the District Council #9 Glaziers Agreement.

9. Holidays:

   a. The following days are recognized as holidays under this Repair and Maintenance Agreement: New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

   b. Each regular full time employee shall be paid for each of the above Holidays eight (8) hours pay at this straight time hourly rate although no work is performed, provided that the employee works at least one (1) day during the week in which the holiday falls.

   c. Any employee who works on any of the holidays listed above, will receive in addition to the compensation provided for in paragraph B, time and one-half (1.5) for all work performed on the holiday.

   d. If a holiday falls on Sunday, it will be celebrated on the following Monday and the provisions of this article concerning holiday pay will apply on Monday.

   e. If any of the holidays set forth in paragraph A, falls on Saturday, all regular employees shall receive pay for such a holiday in accordance with paragraph B.

   f. Under no circumstances will any employee be required to perform work on Labor Day.

10. The Employer agrees to submit a separate remittance report, for payment of benefits to the Painting Industry Insurance and Annuity Fund. All rates will be subject to an eight (8) hour work day.

11. Payment of benefits and all other issues, including jurisdiction, shall be as outlined in the District Council#9 “Trade” and Glaziers Agreement.

12. No Employer will be signed to this District Council 9 Glazier Repair and Maintenance Agreement for installation of Glass, unless the Employer is a signatory to the District Council #9 Glaziers Agreement.

13. Violation of this provision shall be considered a major and serious contract breach. Violation shall subject the employer to appropriate compensatory and exemplary damages by the Joint Trade Board, pursuant to Articles XII and XIII of the Trade Agreement, to make the Union, the employees and the Benefit Funds whole and to deter any further violation by the employer. Any Union member who knowingly encourages an employer to evade the intent of this Repair and Maintenance Agreement, or who knowingly participates in its breach shall have charges filed against him/her by the Union for appropriate discipline.

14. The employer shall report the hiring of all non-journeypersons employed to perform repair, maintenance and fabrication work to the Union prior to the commencement of employment. As an additional condition of hiring a non-journeyperson, the employer shall guarantee said worker their first five hundred (500) hours of continuous employment.

15. All applicants for referral pursuant to Article 2 of this Agreement must have obtained Journeyperson status in the trade either through completion of the Apprentice Program or demonstration of 4-years’ experience in the trade in order to utilize the Article 2 referral procedures.

16. This Repair and Maintenance Agreement shall not be misused, or used as a device to evade the application of the Glaziers Agreement. It shall be a violation of this Agreement for an employer to utilize employees who perform repair and maintenance work pursuant to this Agreement to perform any new construction work and not pay the proper wage.

Art. 17. JOB TARGETING
1. The stated purposes of Targeting are to increase the job security and employment opportunities of Union members and to permit Employers to compete more effectively with nonunion contracts by reducing labor costs. Targeting is established for the purpose of enhancing the economic development of the unionized glazing and architectural metal working industry in DC 9 Glazers Local Union 1087's territorial jurisdiction and improving labor-management relations by means of targeting nonunion jobs intended to increase employment opportunities for employees by improving the economic competitiveness of employers who desire to employ employees.

2. Targeting will be relief from one or more articles in the Glaziers Agreement, when a signatory contractor is competing against a nonunion contractor on a nonunion jobsite. The union contractor will be required to fill out an application, supplied by the union, with all pertinent information and bears the burden of proving he/she is bidding against a nonunion contractor. A copy of all applications that are filled out by a requesting signatory will be forwarded to the President of the Window and Plate Glass Dealers Association for examination.

3. Local 1087 maintains complete and total authority to award / not award targeting relief.

4. Local 1087 agrees that in order to maintain control over targeting, no verbal authorizations will be permitted. All applications will be sent to the Window and Plate Glass Dealers Association for recording and examination.

Art. 18. –JOINT TRADE BOARD

1. The composition of the Joint Trade Board shall be the Business Manager/Secretary Treasurer of the Union or his/her designee and the President of the Association or his/her designee.

2. a. The Joint Trade Board is empowered to hear and decide in arbitration as hereinafter provided, all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement and to make such awards or assess remedies, damages and penalties for violations of this Agreement. The Joint Trade Board shall have the authority to issue awards with respect to all grievances and disputes in any manner which it deems reasonable. The Joint Trade Board shall have all powers necessary to remedy complaints brought before it including, but not limited to (i) wages and contributions owed; (ii) liquidated damages; (iii) interest on monies due; (iv) attorneys’ and auditors’ fees; and (v) the cost and expenses of arbitration; and (vi) any fines and/or penalties imposed.

b. The Joint Trade Board upon hearing any grievance alleging an employer’s failure to pay fringe benefit contributions shall not issue an award requiring payment of such contributions or late charges. Rather, the Joint Trade Board shall deliver a written finding of delinquency to the Funds for further enforcement. The judgment by the Joint Trade Board shall be a recommendation and not binding on the Funds. The Joint Trade Board, upon issuance of a finding of delinquency, may also issue an award requiring the payment of the fines set forth in Section 11, Violation 9.

c. The Joint Trade Board is also empowered to (i) issue interpretive rules or other rules and regulations as it deems necessary to give full force and effect to its decisions; (ii) conduct audits of Association employers’ records; (iii) upon request of both parties, recommend amendments or changes to this
Trade Agreement; and (iv) appoint such persons or committees as may be necessary to aid in the performance of its duties.

4. a. The Joint Trade Board may, when deemed necessary, promulgate amendments and revisions to the rules and regulations set forth in this Article governing its own conduct. The parties to this Trade Agreement agree to be bound by any such amendments and revisions.

b. The Joint Trade Board shall meet at its discretion.

c. 

d. The decisions, findings and award of the Joint Trade Board shall be final and binding upon the Association employer and the Union, all members thereof, and all interested parties.

5. a. Filing of the Demand to Arbitrate a Grievance or Dispute.

   (i) A demand to arbitrate a grievance or dispute shall be in writing and shall be filed by mail or hand-delivered to the Joint Trade Board by either the Union or the Association. Demands also shall be filed by the Union to the Association and by the Association to the Union. The demand shall state the name of the aggrieved party, and the name of the party against whom the grievance or dispute is asserted. The party filing the grievance or dispute shall thereafter be called the complainant. The party against whom the grievance or dispute is asserted shall thereafter be called the respondent.

   (ii) Each demand shall set forth only one alleged grievance or dispute in simple and concise form, and shall set forth the basis of the grievance or dispute, with appropriate reference to the Trade Agreement provisions at issue, to the extent known. The demand shall also set forth the date of the particular incident and, if known, the name(s) of the person and/or Association employer(s) involved. The demand may also set forth the remedy sought.

   (iii) Every demand to arbitrate shall specify the name of the party serving the demand, or of an officer or agent thereof if such party is an association or corporation, and shall state that unless the party served applies to stay the arbitration within twenty (20) days after such service he/she shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with, and from asserting in court the bar of a limitation of time.

b. Service of the Demand to Arbitrate a Grievance or Dispute and Setting of the Date of Hearing.

   (i) Simultaneously with the filing of the demand with the Joint Trade Board, the complainant will serve a copy of the demand upon the respondent. Within fourteen (14) days of the filing of the demand, the Joint Trade Board shall notify the complainant and respondent of the date and time for the hearing of the grievance or dispute before the Joint Trade Board. Service upon the respondent of the complainant's demand to arbitrate, and service upon the complainant and respondent by the Joint Trade Board of the notice of the date of the hearing of the arbitration, shall be by certified mail and return receipt requested, or overnight express mail. The mailing to an Association employer shall be made to the Association employer's address on file with the Union.
(ii) The date set for the hearing by the Joint Trade Board shall not be less than twenty (20) days, nor more forty-five (45) days, from the date the notice was mailed by the Joint Trade Board.

6. The respondent may submit to the Joint Trade Board and to the complainant a response to the complainant’s demand to arbitrate, provided that the response is received by the Joint Trade Board no less than three (3) days before the date of the hearing fixed in the notice.

7. a. Representation of the Complainant and Respondent. The Union as a complainant or respondent shall be represented at the hearing by an officer or representative of the Union authorized by its Secretary-Treasurer to act in such capacity, or by the business representative of the local union having jurisdiction over the geographical area where the incident giving rise to the demand to arbitrate occurred. An Association employer as a complainant or respondent, if a corporation, shall be represented at the hearing by an officer thereof, or, if a sole proprietorship, partnership or unincorporated business association, by a principal thereof. If a complainant or respondent is a member of an employer association recognized by the Union, it may also be represented at the hearing by a duly authorized member of such association. A party has the right to be represented at the hearing by legal counsel.

b. Hearing procedures. The arbitration hearing shall be conducted by the Joint Trade Board members. The grievance or dispute, proof of due service of same and any response thereto by the respondent will be presented at the inception of the hearing. The complainant may present witnesses and other evidence in support of the request, and the respondent may present witnesses in its defense. The respondent and complainant will both have the right of cross-examination. The Joint Trade Board shall be the judge of the relevance and materiality of the evidence offered, and conformity to the state or federal rules of evidence shall not be necessary. The Joint Trade Board (and any subsequent arbitrators, i.e. the AAA, pursuant to this Article) shall also consider any alleged violations of the National Labor Relations Act and apply any statutory remedies, if any, with respect to any violation of the National Labor Relations Act.

c. Nature of Hearings. Hearings shall be as informal as may be reasonable and shall be conducted in the manner considered appropriate by the Joint Trade Board. The Joint Trade Board shall have the authority to vary the procedures as it deems necessary in order to insure that each party is afforded a full and fair opportunity to present any and all material and relevant evidence.

d. Corroborating Witness. Absent extraordinary circumstances, the Union must produce a corroborating witness (i.e., an individual with firsthand knowledge of the violation) to the Joint Trade Board in order to meet its burden of proof at a hearing. There shall be no retaliation against any member who provides witness testimony to the Joint Trade Board.

e. Minutes of Proceedings. Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other party and the Joint Trade Board at least three (3) days in advance of the scheduled hearing date. The requesting party shall pay the cost of the transcript and a copy of same must be made available at no cost to the Joint Trade Board upon the conclusion of the hearing.

f. Postponements. The Joint Trade Board may, for good cause shown, postpone any hearing upon the request of a party or upon the Joint Trade Board’s own initiative, and shall also grant such postponement when all of the parties agree.
g. Hearings in the Absence of a Party. The hearing may proceed in the absence of a party or representative who, after due notice, fails to appear or fails to obtain a postponement. A decision and award of the Joint Trade Board shall not be made solely on the default of a party. The Joint Trade Board shall require the party who is present to submit such evidence as may be required for the making of a decision.

h. Interpretation and Application of Procedures, Rules and Regulations. The Joint Trade Board shall interpret and apply the above procedures, rules and regulations insofar as they relate to the power and duties of the Joint Trade Board. If an unresolvable difference arises between the Union and Association representatives on the Joint Trade Board concerning the meaning or application of these procedures, rules and regulations, it shall be resolved and decided by arbitration pursuant to Section 12 of this Article.

8. a. The Joint Trade Board will, no later than thirty (30) days after the close of the hearing, adjust or dispose of the grievance or dispute by rendering an award which may include the imposition of fines and/or penalties, and any statutory remedies available under the National Labor Relations Act. The fines or penalties which may be imposed by the Joint Trade Board are set forth in the schedule of standardized fines which are made a part of this Article as Section 11. If a demand for arbitration seeks the recovery of wages and/or benefits, the calculation of those wages and benefits shall be presented and determined at the hearing and the total amounts owed shall be reflected in the award.

b. In the event the Joint Trade Board fails to render an award within the time provided in the preceding sub-section (a) or a decision cannot be made due to deadlock of the Joint Trade Board, the Joint Trade Board shall submit the grievance or dispute to arbitration pursuant to Section 12 of this Article, and the arbitrator shall render an award.

c. The awards of the Joint Trade Board, including an award of fines or penalties, shall be final and binding upon the complainant and respondent and all interested parties, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof.

9. a. All fines and penalties awarded by the Joint Trade Board, less the reasonable administrative cost and expenses actually incurred, shall be used to defray the costs of District Council No. 9’s enforcement of Joint Trade Board awards, to advance the industry, to sponsor educational programs for the members in good standing of the Union and their children, to aid and assist in the establishment of programs to increase business activity within the industry and develop and maintain maximum job opportunities for those Union members.

b. When the Joint Trade Board finds that an Association employer is guilty of violating the Trade Agreement, the Joint Trade Board may, at its discretion, authorize the Union to designate up to fifty percent (50%) of the JOURNEYPERSONS in the employ of such Association employer for a period not exceeding six (6) months.

10. No Association employer shall dismiss any JOURNEYPERSON for giving evidence at an arbitration hearing. Such person giving evidence or testimony shall have the protection of the Joint Trade Board.

11. The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following:

Violation 1: No Registration

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<th>1st Offense</th>
<th>2nd Offense</th>
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<td>$500.00</td>
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$750.00
3rd Offense
$1500.00 within 12 months, plus the Joint Trade Board has discretion to implement 50% of the men on the job from the Union.

Violation 2: No registration and non-union men on the job
1st Offense
$1500.00 - no registration
$2000.00 - each non-union man
2nd Offense
$2000.00 - no registration, plus
$5000.00 for each non-union man, plus the Joint Trade Board has discretion to implement 50% of the men on the job from the Union.

Violation 3: No overtime permit.
1st Offense
$500.00
2nd Offense
$1000.00
3rd Offense
$1500.00 within 12 months, plus the Joint Trade Board has discretion to implement 50% of the men on the job from the Union

Violation 4: No overtime permit with non-union man on the job.
1st Offense
$3000.00 - no permit
$1500.00 - each non-union man
2nd Offense
$5000.00 - no permit
$2000.00 - each non-union man
3rd Offense
$6000.00 within 12 months, plus $3000.00 for each nonunion man plus the Joint Trade Board has discretion to implement 50% of the men on the job from the Union.

Violation 5: Discrimination against Job or Shop Steward or retaliation against “whistleblowers”
1st Offense
Wages and fringe benefits $1000.00 liquidated damages

Violation 6: Non-Union man
1st Offense
$2000.00 for each non-union man plus $1000.00 liquidated damages
2nd Offense
$5000.00 for each non-union man plus $1500.00 liquidated damages plus the Joint Trade Board has discretion to implement 50% of the men on the job from the Union.

Violation 7: Subcontracting to non-union employer
1st Offense
Penalty contingent upon size and scope of project plus $3000.00 liquidated damages.
Violation 8: Failure to submit Shop Steward Reports or Remittance Reports  
   1st Offense  
   $500.00 each missing report

Violation 9: Failure to pay wages and/or fringe benefits or payment in cash for wages and/or fringe benefits  
   1st Offense  
   Any wages and fringe benefits owed plus liquidated damages in an amount equal to the unpaid (or cash-paid) fringe benefits only, but no less than $2,000.00

Violation 10: Use of market recovery or other special rate journeyperson(s) on non-market recovery job(s) or other corresponding operation(s).
   1st Offense  
   Three times the penalty of Violation 6 above.

Applicable to all violations above:

   In addition to the penalty listed above with respect to the violations set forth in Section 11 above, with the exception of violations 1 and 8 (addressed below), if a violation is found the Joint Trade Board shall direct the Union to appoint a job steward from the Union Hall for the duration of the job. With respect to violations 1 and 8, in addition to the penalty listed above with respect to the violations set forth in Section 11 above, the Joint Trade Board may direct the Union to appoint a job steward from the Union Hall for the duration of the job.

12. If the Joint Trade Board deadlocks or otherwise fails to render an award deciding any grievance or dispute within fourteen (14) days of the completion of the Hearing, either party may, within thirty (30) days of the expiration of said fourteen (14) day period, refer the grievance or dispute to arbitration by filing a written request with the Joint Trade Board, with a copy served upon the opposing party. Upon receipt of such request, the Joint Trade Board shall promptly submit such grievance or dispute to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association (“AAA”). The decision of the AAA arbitrator shall be final and binding.

Art. 19. TERM OF AGREEMENT

   This Agreement and all terms and conditions herein, shall be binding upon the parties hereto for a period commencing May 1, 2017 and ending April 30th 2023. Either party wishing to terminate or modify this Agreement must notify the other in writing by Certified Mail, no later than sixty (60) days prior to the expiration date. If neither party gives the other such Notice, this Agreement shall automatically renew for successive periods of one (1) year until such Notice is given. The renewal hereof pursuant to this provision shall be at the wage and benefit rates then in effect between the Union and the Window and Plate Glass Dealers Association of New York.

   In witness whereof, the parties hereto have caused this Trade Agreement to be signed by their respective officers the day and year first above mentioned.

The Window and Plate Glass Dealers Association  
   BY: /s/  President

   Jerome Hade  
   8/17/17
District Council No. 9 GLAZIERS LOCAL UNION #1087 of the International Union of Painters and Allied Trades

BY: [Signature]

Date: 8/16/17
Business Manager/Secretary-Treasurer