



**DISTRICT COUNCIL 10
HOUSTON, TEXAS JURISDICTION AREA
GLAZIER
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

SPRING GLASS & MIRROR, LTD.

AND

District Council 10

October 1, 2023 to September 30, 2024

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PREAMBLE

This Agreement is entered into this first (1st) day of October, 2023 by and between Spring Glass & Mirror, LTD., hereinafter referred to as the “Employer”, and District Council 10, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, a party of the second part, hereinafter referred to as the “Union.”

ARTICLE I Jurisdiction

Section 1. The Employer recognizes the established jurisdiction by the Union, which includes the following twenty-seven (27) counties: Austin, Brazoria, Brazos, Calhoun, Chambers, Colorado, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Milam, Montgomery, Polk, San Jacinto, Trinity, Victoria, Walker, Waller, Washington, and Wharton.

ARTICLE II Union Recognition

Section 1. The Employer hereby recognizes IUPAT District Council 10 (“the Union”) as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union’s demand for recognition pursuant to Section 9(a) of the Act, and on the Union’s presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union’s showing and agrees that it reflects the employees’ desire to be represented by the Union under Section 9(a) of the Act.

Section 2. General glazing, excluding auto glass, shall include the setting, handling or removal of the following and incidental and supplemental to such work: setters of art glass, prism glass, leaded glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, and all other types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene, and all other types of sealants when used in the glazing operation, all types of glass cements, all types of insulation glass units, all plastics, all other similar materials when used in place of molding rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, rear projection screens, doors, frames, stone, wall cases, showcases, bookcases, sideboards, and partitions; the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel or construction or alteration. The installation of all extruded, rolled or fabricated metals tubes, mullions, metal facing materials, muntins, facia trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors, and relative materials, including those in any and all buildings related to storefront and window wall and curtain wall construction. Installation of door and window frames such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens, storm sash where the glass becomes an integral part of the finished product, the tinting and coating of glass for reflecting of heat, and including driving of glazing installation trucks.

Section 3. It is further agreed that chauffeurs or drivers of rack trucks shall in no way assist in the cutting, preparing or setting of any glass unless said chauffeurs or drivers are journeyman glaziers or apprentices.

Section 4. All glass and glazing materials will be handled at the jobsite by the glazier, including rigging and handling of all cased and uncased glass and material.

Section 5. Members of the Union will not work for any glass company that has not signed this Agreement or one similar as approved by the International Union of Painters and Allied Trades, AFL-CIO, or any Employer who does not live up to the provisions contained herein.

Section 6. Agreements made between International Union of Painters and Allied Trades and other International Unions, will take precedent over the above.

Section 7. Should the Union be unable to furnish workers who meet the skill and experience qualifications requested by the Employer within forty-eight (48) hours of the request, the Employer may fill the openings in whatever manner the Employer deems appropriate. Employees hired under these conditions do not have to be replaced if glaziers or apprentices subsequently become available.

ARTICLE III Referral Procedure

Section 1. In hiring employees, the Employer recognizes that the Union is a source of skilled manpower and may, therefore, use it as a source when in need of employees. When requested, the Union agrees to refer to the Employer qualified and experienced workers, insofar as they are available, to be considered by the Employer in the filling of such positions.

Section 2. The Employer shall request applicants for employment in writing and shall have the right to reject any applicants for employment for just cause.

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 selections and referrals shall be in accordance with the following procedure.

Section 4. The Union shall maintain a register of applicants for employment. Each applicant for employment shall register with the Local Union/District Council his qualifications and length of experience at the trade and/or classification he is registering for work.

Section 5. If the registration list is exhausted, the Employer has rejected all other applicants for employment on the registration list and supplied the Union with a letter of rejection for that applicant, and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's call, Saturdays, Sundays, and Holidays excluded, the Employer shall be free to secure applicants without using the referral procedure. Any employee who is secured in this manner will be instructed by the Employer to contact the Union.

Section 6. All employees must receive a referral slip before starting work.

Section 7. Referral slips shall be received or given at the closest dispatching office where the Employer is performing work.

Section 8. All applicants must register in person, in the geographical area in which they are seeking work.

Section 9. Any applicant who refuses to take work two (2) times shall be deleted from the list. Said applicant must re-register in person and will be placed at the bottom of the list.

Section 10. When a work call comes in from an Employer, the referral or dispatching center will attempt to make contact with an applicant by phone only. If the applicant fails to respond, the dispatching agent will proceed to the next name on the list.

Section 11. An Employer may call for a specific individual or foreman from the list, as long as such request is made in writing.

Section 12. A glazier shall take a physical examination as a condition of employment unless he has been a member in Local Union 1778 for five (5) years or more.

Section 13. All Employers shall have the right, if they so desire, to call for applicants either by name or by job specialty. If an individual called by name is registered in accordance with procedure herein specified, he shall be referred to the Employer without regard to membership or non-membership in the Union.

Section 14. The Union shall maintain an "Out of Work List" which shall list the applicants in chronological order of the dates they register their availability for employment. Every applicant shall register every thirty (30) days in order to retain his/her place on the "Out of Work List". Failure of an applicant to register shall cause said applicant's name to be removed from the "Out of Work List".

Applicants re-registering after thirty (30) days shall be treated as a new applicant and his/her name placed at the bottom of the list.

Section 15. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager/Secretary Treasurer shall refer the first applicant on the register possessing such skills and abilities.

Section 16. Union shall hold harmless the Employer from all legal action arising out of Union's failure to comply with the Government's Employers Equal Opportunity Act No. 11246, Civil Rights Act of 1964 and amendments with regard to race, color, sex, religion, or national origin.

The Employer shall hold harmless the Union from all legal action arising out of failure to comply with the Government's Employers Equal Opportunity Act No. 11246, Civil Rights Act of 1964 and amendments with regard to race, color, sex, religion, or national origin where an employee applicant reports to the proposed Employer for consideration for employment.

ARTICLE IV Educational Training

Section 1. The Employer and the Union agree that in order to maintain excellent craftsmen in the industry, the Finishing Trades Institute (FTI) shall have the responsibility of providing the availability of opportunities for training of employees.

ARTICLE V
Central Collection System

The Employer, shall, with respect to any and all contributions or other amount 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 IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they 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 contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

Article VI
Check-Off Administrative Dues

Section 1. Every Employer signatory to this Agreement hereby agrees to check-off from wages of any employee covered by this Agreement 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 dues specified in the Bylaws and will submit to the Employer a copy of the Bylaws or the applicable Bylaw provision.
- B. On or before the twentieth (20th) of each month, the Employer will submit to the Union's designated Financial Secretary the amount of dues to be deducted from each employee for the month previous with a form supplied by the Union.
- C. Voluntary authorization forms for the deduction of Union dues shall be delivered to the Employer's designated representative in the following manner: A new employee shall submit a signed dues authorization form to the Employer at the same time he signs a W-4 form. All existing employees shall submit signed dues deduction authorization cards to their Employer, and the Employer is obligated to start deductions only after receipt of such card and at a date mutually agreed upon with the Union.
- D. Individual voluntary authorizations shall remain in full force and effect unless and until it shall be revoked by the employee by timely written notice delivered to the Employer.

Section 2. The obligations of the Employer under this Article shall apply only as to employees who have signed a valid dues deduction authorization card, which shall be furnished to the Employer by the Union.

Section 3. The Union agrees to indemnify the Employer and hold it harmless against all claims, costs, or other forms of liabilities including attorney fees incurred by the Employer arising out of compliance with this Article, or in reliance on the correctness of any list, certification or authorization furnished by the Union to the Employer.

ARTICLE VII

Hiring

Section 1. In hiring employees, the Employer recognizes that the Union is a source of skilled manpower and will hire as per Article III.

Section 2. It is the intent of the Employer that in the event of slackness of work, it will rotate employment among its respective employees (including apprentices) doing the same type of work, insofar as this may be practical.

Section 3. At no time will a member of Local Union 1778 be required to take a polygraph test as a condition of employment.

Section 4. In the event, during the life of this Contract, the State Law referred to as Right-to-Work law is repealed, then either party, by serving written notice on the other party, may reopen this Contract thirty (30) days after such notice has been received for the sole purpose of negotiation with regard to Union Security.

ARTICLE VIII

Top Workplace Performance

Should any person 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 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.

Section 1. A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

Section 2. The provisions in sections one (1) and two (2) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association”] 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 IX

Workweek and Overtime

The regular week's work shall consist of eight (8) working hours each day, beginning Monday and ending Friday of each week, for a total of forty (40) working hours. Starting time for a regular workday shall begin between the hours of 6:00 a.m. and 10:00 a.m., and continue forward to constitute a regular eight (8) hour day. Any work performed by an employee in excess of forty (40) hours per week shall be considered overtime and paid for at time and one-half (1½) basis.

The Employer may establish a work week consisting of four (4) ten (10) hour days, upon notifying the Union prior to the start of a new workweek. The Employer may establish the standard work day to be a ten (10) hour consecutive period starting between the hours of 6:00 a.m. and 8:00 a.m., Monday through Thursday, inclusive. Any work performed by an employee in excess of forty (40) hours per week shall be considered overtime and paid for at time and one-half (1½) basis. In the event the job is down for eight (8) or more hours due to weather conditions, Friday may be used as a make-up day with no more than ten (10) hours to be worked at the straight time rate.

Should the standard workweek be established as Tuesday through Friday, and the job is down for eight (8) hours due to weather conditions, Saturday may be used as a make-up day with no more than ten (10) hours to be worked at the straight time rate.

Second Shift - Upon notifying the Union prior to the start of a new workweek, the Employer may establish a second shift, which starts at or after 5:00 p.m., using the following schedule:

1. Four (4) consecutive hours shall be worked in the first period of the shift
2. One-half (½) hour shall constitute the meal period
3. Four (4) consecutive hours shall be worked in the second period of the shift

Employees shall receive a premium of five (5) dollars per hour above their regular pay scale for working second shift.

All overtime work performed on Saturdays or Sundays of a non-contract emergency nature shall be paid at the rate of time and one-half (1½). All work on contract performed on Sundays and all work performed on Holidays, designated in Article VIII, shall be at the rate of double time. All work on contract performed on Saturdays shall be at the rate of time and one-half (1½) during the first eight (8) hours with double time commencing for all hours in excess of eight (8). Overtime hours and/or pay shall not be pyramided. On jobs where it is impossible to eat lunch in thirty (30) minutes, lunch shall be one (1) hour, so long as an eight (8) hour working day is achieved.

All work performed in excess of twelve (12) continuous hours shall be paid at the rate of time and one-half (1½).

All work performed in excess of sixteen (16) continuous hours shall be paid at the double time rate.

If an employee has missed work for any reason during the regular workweek, overtime does not start until the employee has worked forty (40) hours in a week. Should a forty (40) hour week not be achieved due to a Holiday falling on a weekday, the make-up day shall be paid at the overtime rate of pay.

Should an Employer desire to alter the starting and quitting times designated in this Article, the Employer agrees to contact the Union office for approval.

The Employer shall have the right to implement and use a system for tracking hours, to include the use of GPS.

ARTICLE X

Holidays

Section 1. The recognized Holidays by Local Union 1778 shall be the following: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, Christmas Day and one (1) floating Holiday.

Section 2. Any Holiday included in Section 1 of this Article falling on Sunday will be celebrated on the following Monday, or falling on Saturday will be celebrated on Friday, previous to the Holiday.

Section 3. Thanksgiving and Christmas Day shall be paid holidays, provided that the employee works the day before and the day after the holiday unless the employee is on a pre-approved vacation.

ARTICLE XI Work Conditions

Section 1. If any employee has to report back to work from home after the regular quitting time, he shall receive a minimum of three (3) hours overtime rate of pay. Saturday and Sunday work shall be paid as follows:

Emergency Replacement Work: A minimum of three (3) hours overtime rate of pay.

Emergency Call Out: When a designated employee is assigned to respond to emergency work, the employee will be paid two and one-half (2½) hours per week at the straight time rate. Should the employee fail to respond to an emergency call, the employee will forfeit the emergency pay. Checks for emergency pay will be issued on a monthly basis.

New Jobs: A minimum of four (4) hours overtime rate of pay.

Holiday: A minimum of three (3) hours at double time rate of pay.

Section 2. When a glazier is called for work or has not been told the night before that there would be no work the next day, he shall be paid not less than four (4) hours based on the straight hourly rate, provided weather is such that work can be performed and the employee has provided the Employer with a valid phone number.

Section 3. No Employer who is also a member of the Union shall be permitted to work overtime, except when accompanied by another journeyman glazier who is not an Employer.

Section 4. For the purpose of safety and protection of life and property, the glazier in charge of any job is charged with the responsibility of notifying the Glazing Superintendent at his place of employment when, in his opinion, additional men are needed to set a plate glass. Should the Glazing Superintendent fail to assign additional men, the glazier in charge should immediately refer the matter to the owner or manager for immediate disposition.

Section 5. The Employer shall provide a proper place for safekeeping for the employee's tools at the jobsite, but storage of such tools shall be at the employee's risk.

Section 6. The Employer agrees to carry Worker's Compensation Insurance for all employees covered by this Agreement and shall furnish the Union with a certificate of such insurance.

Section 7.

- A. When Contractor requires safety equipment, glazing Contractor will furnish the same.
- B. Equipment issued by glazing Contractor must be worn or used by Union employees.
- C. Union Employers and Union employees will abide by and comply with all Federal and State Health and Safety Act Standards.

- D. Employer will furnish at all times, sanitary ice water in a closed container and sanitary paper cups as required or acceptable to the United States Department of Labor OSHA, to the employees on work sites over five (5) days duration. Water will be changed before the beginning of any shift.
- E. When Contractor requires safety equipment, glazing Contractor will furnish the same. The Employer agrees that in an eight (8) hour workday the employees will receive a fifteen (15) minute morning break in place and in a ten (10) hour workday the employees will receive a fifteen (15) minute morning break in place and a fifteen (15) minute afternoon break in place. Employees will also receive at least a thirty (30) minute unpaid meal period, which may be designated by the Employer. Employer may at their discretion, mandate that the unpaid meal period be taken by the Employee. Employees will be at their work stations at the assigned starting time and at their work stations until the specified quitting time.

Section 9. The Business Representative of the Union or a representative of the International Union shall have the right during business hours to check time sheets, payroll records, and fringe report forms of the Employer pertaining to glazing employees.

Section 10. The Employer will furnish parking for all employees at their place of business or at work sites. When employees are required to pay for parking, the Employer will reimburse the employee if the employee presents a parking receipt. The Employer has the right to designate the parking area to be used within a three (3) block radius, if available.

Section 11. Safety Bonus Program – Should an Employer have a Safety Program Bonus implemented, the Employer agrees that an employee will receive the benefits of the safety bonus as outlined in the Employer’s Safety Bonus Program.

ARTICLE XII Wages

Section 1. Effective the date of this Agreement the wage scales for journeyman glaziers shall be as follows: (See Appendix A - Wages, Fringes, and Apprentice rates.)

Section 2. The Union may, at its option, channel a stated portion of negotiated wage rate into any fringe benefits provided the Union gives a thirty (30) day written notice, with such changes having been approved and administered by a Trust Committee made up of an equal number of representatives of Employers and Union members.

Section 3. The regular wage rate for apprentices shall be the following percentages of the regular current wage rate of journeymen:

1 st Period	65%
2 nd Period	70%
3 rd Period	75%
4 th Period	80%
5 th Period	85%
6 th Period	90%
7 th Period	95%

ALL apprentices must attend and pass one (1) full semester of apprenticeship classes to be eligible for a raise.

Section 4. No contributions to the Pension Fund shall be made on behalf of a first (1st) year 65% and 70% apprentice.

Section 5. Upon satisfactory completion of the seventh (7th) period apprenticeship, the apprentice shall be advanced to journeyman status and receive the applicable journeyman wage rates.

Section 6. Both parties agree that glaziers and glazier apprentices may be paid above the designated wage rates, provided the monies are paid in the form of bonuses and shown as such on the payroll check. Under no circumstances shall these monies be paid in the form of piece work.

ARTICLE XIII City Service Work

Section 1. Definitions of City Service Work:

- A. Residential: All single or multi-family dwellings, condominiums, apartments and nursing homes up to and including three (3) stories in height for the installation and caulking of all glass and/or metal products including all mirror and/or mirror applications, except custom mirror wall applications defined as any wall of mirrors that are butted wall to wall and floor to ceiling and/or light fixture or wall to wall and chair rail to ceiling and/or light fixture. Residential work shall also include bench or pre-glazing of panels or units.
- B. Low Rise: The installation and caulking of all glass and/or metal products on a one (1) story building where standard storefront metal framing systems (as defined in Sweets Catalog) are utilized predominately (defined as at least eighty percent (80%) of a job's metal installation work), except custom mirror wall applications. Government funded projects, if the prevailing rate is at or above the journeyman glazier wage rate specified in this Agreement, are not included in this work.
- C. Glass Replacement: All replacements (plate and multi-pane units) on all buildings up to and including three (3) stories in height. All mirror work except custom mirror wall applications, with no limitations on the height of the building.

Section 2. An apprentice may work by himself and/or oversee other apprentices on City Service Work after the completion of the third (3rd) year of apprenticeship training.

Section 3. The Employer will not be required to work an apprentice in City Service Work past the third (3rd) year of apprenticeship training.

ARTICLE XIV Foreman Pay

Section 1. A Job Foreman will be required on any work over one (1) day's duration where there are five (5) or more men on a job. This Foreman's scale shall be as described in Appendix A of this Agreement.

ARTICLE XV
Travel Time and Mileage

Section 1. Employees when working out-of-town shall be paid actual traveling time at the regular rate for traveling, plus the IRS rate for mileage per mile when traveling in their personal vehicle.

Section 2. Employees required to report to a jobsite in their personal vehicle shall be paid travel time, whenever the jobsite is located outside of a fifty-five (55) mile radius from the Harris County Courthouse on Preston and San Jacinto Streets, Houston, Texas.

Section 3. Employees required to report to a jobsite outside of a fifty-five (55) mile radius from the Harris County Courthouse on Preston and San Jacinto Streets, Houston, Texas, shall be compensated for such traveling expenses at the rate established in this Article and Article XIV.

Section 4. Employers who have glass shops in cities other than Houston, and are located within the jurisdiction of Local Union 1778, shall establish mileage from the courthouse or city hall of that particular city pursuant to Section 4 above.

Section 5. Employees reporting to jobsites in their personal vehicles shall be compensated at the IRS rate of mileage per mile, should they be required to move to one or more jobsites during the workday.

Section 6. It shall be optional with the Employer as to whether the men report to the jobsite or to the Employer's warehouse for the start of their day's work. When men are requested to report to the warehouse and do report, time shall start and end at the warehouse, except where a job is of at least a day's duration, and employees have been told when leaving the warehouse not to return at the end of the day.

ARTICLE XVI
Out-of-Town Expenses

Section 1. The Employer agrees to pay transportation and living expenses on all out-of-town work over fifty-five (55) miles as per schedule below:

	<u>Per Man</u>
Breakfast	7.00
Lunch	11.00
Dinner	<u>15.00</u>
TOTAL	\$ 33.00

Should food and/or lodging conditions exist that exceed the above allowances, employee shall notify the Superintendent, Owner or Manager of such conditions and an equitable adjustment shall be made. Each employee shall receive his individual expenses in advance, direct or through his Foreman, and employee's time is to commence at the time of departure for the job and is to terminate upon his return. If departure should commence prior to 6:00 a.m. and/or return be delayed beyond 6:00 p.m., employee shall be compensated for the breakfast and/or dinner meal in accordance with the above itemized schedule.

The Employer shall secure and be responsible for adequate overnight accommodations when an employee is employed out of town and may put up to two (2) employees per room.

ARTICLE XVII

Pay Day

Section 1. Employers are to maintain a regular weekly pay day and pay not later than quitting time, at which time all employees must be paid in full with lawful money of the United States of America, check or Direct Deposit. In case employees are not paid by that time, they shall be paid for waiting. Not more than two (2) days wages are to be retained by the Employer unless other arrangements are worked out between the Union and the Company. When glaziers are reporting to jobsites, checks must be on the job by quitting time unless employees are notified by 1:00 p.m. of the payday to report to the warehouse.

Section 2. In the event the Employer's payroll checks are written on an out-of-town bank, Employer agrees to establish check cashing privileges for their employees with a local bank.

Section 3. Should an Employer desire to lay-off an employee, he will notify the employee no later than one (1) hour before regular quitting time on the last day the employee works.

ARTICLE XVIII

Welfare, Pension, Fringe Benefits, Administrative Dues and Bond

Section 1. Welfare: Subject to the provisions hereof, and effective the date of this Agreement, all Employers who employ members of Houston Glaziers Chapter Local Union 1778 shall contribute the sum as specified in Appendix A for each hour worked by glaziers and glazier apprentices to the Welfare Fund.

Section 2. Pension: Subject to the provisions hereof, and effective the date of this Agreement, all Employers who employ members of Houston Glaziers Chapter Local Union 1778 shall contribute the sum as specified in Appendix A per hour worked by glaziers and glazier apprentices to the Pension Fund, "Except as mentioned for Apprentice in Article X Section 4."

Section 3. Fringe Benefit Payments: Effective the date of this Agreement, the Welfare and Pension Funds, along with the Apprenticeship Fund, which is defined in Article XVI Section 4 of this Agreement, and check-off administrative dues as defined in this Agreement, shall be submitted by the Employer on a form furnished by the Union to the Trust Funds Administrator. This form and a check for the sum total of all fringe benefits shall be filed with the Administrator no later than the twentieth (20th) day of the month following the month in which the hours are accrued, or as otherwise required by the Board of Trustees. The parties hereto agree that there are in existence Welfare, Pension, and Apprenticeship Trust Agreements, and the parties hereto agree to be bound by said Agreements.

Section 4. Administration: The above Funds shall be administered by a Joint Board of Trustees consisting of an equal number of Trustees from Union and Management and designated as Health and Welfare Insurance Fund, Local Union 1778, established by Agreement dated December 17, 1963, and IUPAT Union and Industry Pension Fund.

Section 5. It is agreed by both parties that fringe contributions and payroll deductions covered by this Agreement which include health and welfare, pension, apprenticeship funds, and administrative dues shall be paid to the Administrator on or before the twentieth (20th) day of the month, following the month in which the hours are accrued.

Section 6. Should any Employer become, and remain, more than ten (10) days delinquent in their payment of such funds as described above, that Employer shall post a cash or surety performance bond or letter of credit within fifteen (15) working days of becoming delinquent as per the following schedule:

<u>Number of Employees</u>	<u>Amount of Bond</u>
1 - 5 employees	\$ 5,000.00
6 - 10 employees	\$ 10,000.00
11 - 15 employees	\$ 15,000.00
over 20 employees	*

* Over twenty (20) employees shall be negotiated between the Employer and the Joint Board of Trustees.

ARTICLE XIX

Apprentices

Section 1. The apprentice ratio at any Employer location covered by this Agreement shall be as follows: one (1) journeyman to one (1) apprentice ratio.

Section 2. The Employer and the Union hereby agree that they shall, for the term of this Contract, be bound by the terms of the Agreement and Declaration of Trust, establishing the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) which Agreement and Declaration is hereto attached and by reference made a part hereof, and that they shall at all times conform and adhere to the requirements for payment and remittance imposed or to be imposed by the Trustees thereof; provided further that the Employer agrees that it will, effective the date of this Agreement, pay the sum as specified in Appendix A per hour for each employee worked by each Employer covered by this local collective bargaining Agreement in its employ to the office of the above mentioned administrator to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF).

The Employer further agrees that the Local Joint Apprenticeship and Training Trustees shall have the power to assess up to an additional five cents (\$0.05) per hour for each hour worked for the Local Apprenticeship Fund if deemed necessary.

Section 3. The local standards shall delegate to the Joint Apprenticeship and Training Committee full authority and responsibility for training glazier apprentices in all phases of the glazing industry during a training period of three (3) years and six (6) months apprenticeship.

Section 4. If, at any time during the life of this Agreement, the Joint Apprenticeship and Training Committee should determine that the ratio of apprentices to glaziers or maximum number of apprentices permitted any one Employer, as provided elsewhere in the Agreement, is insufficient, the Joint Apprenticeship and Training Committee shall then make recommendation to the Union and Employer groups for change of ratio or maximum number permitted an Employer. If the recommendation is accepted by the Union and Employer group, the Joint Apprenticeship and Training Committee shall then have authority to grant additional apprentices.

Section 5. If apprentices are assigned to a job and if overtime is worked on Saturday or Sunday, the apprentices assigned to this job will be allowed to work on this job Saturday or Sunday as long as the apprentice ratio does not exceed the ratio as in this Agreement.

ARTICLE XX

Stewards

Section 1. Shop Stewards and Job Stewards shall be designated in all shops and on all jobs by the Union. The Union shall notify Employer by telephone of the designated steward and follow up with written confirmation.

The duty of the Shop and Job Stewards shall be as follows:

- A. To see that the provisions of this Agreement are observed;
- B. To receive and endeavor to adjust, at the first step, all grievances which may be submitted to them.

The Shop and Job Stewards shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of employees employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any employee for making a complaint to the Steward or for giving evidence with respect to an alleged violation of this Agreement. The Employer agrees that the Shop or Job Steward shall not be moved to another jobsite until notification has been given to the Union the previous workday showing just cause.

ARTICLE XXI

Contracting

Section 1. Should any member of the Union contract for work, he shall be considered a Contractor by the Union and shall remain in the classification for a period of six (6) months from date of signing such contracts. The Employer agrees it will not subcontract by piece work, or otherwise, any work covered by this Agreement to any employee governed by the terms of this Agreement.

ARTICLE XXII

Non-Discrimination and Work Performance

Section 1. The Employer is not required to keep in his employment any glazier (or apprentice) who is unable to perform his work in a manner satisfactory to the Employer. There shall be no discrimination for or against any employee because of membership or non-membership in the Union, race, creed, sex, age, color, national origin, handicap or veteran status. Notwithstanding any other provision of this Agreement, the parties by mutual agreement shall take such actions that are necessary to effectuate compliance with the Americans with Disabilities Act. It is agreed that Union activity will not be carried on during company time.

ARTICLE XXIII

Grievance

Section 1. In the event, during the term of this Agreement, there shall be any controversy or dispute as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but all differences shall be referred to a Committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union, who, if they are unable to reach a conclusion within five (5) days, shall select an impartial third party arbitrator. The Federal Mediation and Conciliation Service shall be requested to supply a panel of nine (9) arbitrators for the purpose of selecting an arbitrator to hear the case. Upon receipt of the panel of arbitrators, the Employer and the Union shall strike the names from the panel, with the Union striking first, and the person whose name remains shall be asked immediately to serve as arbitrator. The decision of the arbitrator shall be binding upon both parties. Any costs involved in arbitration shall be borne equally by both parties. Grievances, to be considered, must be submitted in writing within ten (10) working days of the alleged contract violation.

Section 2. In the event of the failure of an individual Employer to pay the straight or overtime rates of pay or fringe benefits provided in this Agreement and the individual Employer raises no question of the interpretation or application of this Agreement concerning its obligation to make such payments, the Union need not submit the matter to Arbitration, as provided in this Article, but may resort to such economic and/or legal remedies as it sees fit, with respect to such individual Employer, and any such economic action will not be a violation of the "No Strike" clause provided in Section 1 of this Article, provided such actions are restricted to the individual Employer, and provided, the Union, before resorting to such economic and/or legal remedies, gives the individual Employer involved at least five (5) normal working days written notice of its intention to take such economic and/or legal action. No economic and/or legal action may be taken by the Union if within the five (5) normal working days period, the individual Employer raises a question of the interpretation or application of this Agreement concerning its obligation to make the payments the Union claims should be made. For purposes of this Section, the term "Fringe Benefits" shall include Welfare and Pension Fund payments, travel time payments that are required by law, out-of-town expense payments, and National Glaziers and Glass Workers Industry Apprenticeship Training and Journeyman Education Fund.

ARTICLE XXIV Alcohol and Drug Testing

Section 1. Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

Section 2. The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with State and Federal Laws and the policy negotiated between the Union and the Employer. The policy will be given to the employee at the time of hire and will be available at the place of employment.

Section 3. The Employer will pay for all testing. If test results are negative, the employee will be paid for his scheduled hourly wage rate and fringes for the time required to take the test.

ARTICLE XXV Legal Compliance

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable Federal or State Law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter such term or provision is no longer in conflict with any Federal or State Law such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE XXVI Complete Agreement

Section 1. This Contract sets forth the complete Agreement between the parties on all matters pertaining to compensation, hours of work and conditions of employment and neither party shall have any obligations not set forth expressly herein, except such as may arise by operations of law.

ARTICLE XXVII
Termination

This Agreement shall be effective on the first (1st) day of October, 2023, and shall continue in force and effect until 12:00 o'clock midnight on the thirtieth (30th) day of September, 2024, and shall continue in force and effect from year to year thereafter unless either party shall desire to change any of the terms herein, in which case a written notice of the changes desired must be served to the other party at least sixty (60) days prior to a yearly anniversary date, beginning with the first (1st) day of October, 2024.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT COUNCIL 10

AND

SPRING GLASS & MIRROR, LTD.

October 1, 2023 to September 30, 2024

FOR THE UNION:

District Council 10
5425 Spindle Drive
Houston, Texas 77086
281-847-9635
281-847-9581 Fax

FOR THE EMPLOYER:

Spring Glass & Mirror, LTD.
15431 Interstate 45 S
Conroe, Texas 77385
281-353-1100
281-353-2800 Fax

Clarence "Chip" Fleetwood
Acting Business Manager/Secretary-Treasurer

Denise Baker
President

11-30-23

Date

Date

APPENDIX A
WAGES AND FRINGE BENEFITS
Houston, Texas Area Glaziers

This Appendix A is attached to and made a part of this Collective Bargaining Agreement.

	<u>03-01-20</u>	<u>10-01-20</u>	<u>10-01-21</u>	<u>10-01-22</u>	<u>10-01-23</u>
Journeyman Wages:	\$21.59	\$22.21	\$22.81	\$24.01	\$25.01
Fringes:					
Health & Welfare	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85
Pension	\$ 4.58	\$ 4.97	\$ 5.37	\$ 5.37	\$ 5.90
LFTI	\$ 0.50	\$ 0.50	\$ 0.55	\$ 0.55	\$ 0.10
NFTI	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
LMCI	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>
Total Package	\$33.72	\$34.73	\$35.78	\$36.98	\$38.06

Foreman's Wages shall be paid at two dollars and fifty cents (\$2.50) above the Journeyman wage scale.

MASTER GLAZIER

A Certified Master Glazier will receive one dollar and seventy-five cents (\$1.75) per hour over journeyman scale. Twenty-five cents (\$0.25) of the Master Glazier's scale will be put into the Pension Fund.

Qualification for Master Glazier will be agreed on by both parties at a later date.

All Current Master Glazier's will retain their title and pay.

APPRENTICE RATES BASED ON JOURNEYMAN BASE RATE OF PAY:

The regular wage rate for apprentices shall be the following percentages of the current wage rates of Journeymen.

1 st Period	65%	5 th Period	85%
2 nd Period	70%	6 th Period	90%
3 rd Period	75%	7 th Period	95%
4 th Period	80%		

ALL apprentices must attend and pass one (1) full semester of apprenticeship classes to be eligible for a raise.

Period: Means the time from the start of an apprenticeship class to the start of the next apprenticeship class.

EMPLOYEE DEDUCTIONS

International Administrative Dues: Effective 06/01/21 ten cents (\$ 0.10) post-tax deduction per hour

Administrative Dues Check-Off: 4.25% of gross wages or as specified in the Local Union Bylaws

Appendix B Tool Lists

Section 1. Tools to be furnished to the Employee by the Employer:

Metal Counter Sinks	Marking Pencils
Taps	Cordless Drill and Impact
Glasscutters	Bar Nut Wrench
Raw Drill Bits	Drill Hammer
Straight Edges	Extension Cord and GFI
Suction Cups	Hack Saw Blades
Baulk Caulking Gun	Chop Saw

Employees are responsible for tools assigned to them and may be held financially liable for lost or stolen tools.

Section 2. Tools to be furnished by Journeyperson Employees

Toolbox with locking device	Combination Square - 12" blade or better
Glass Pliers	Four (4) foot level
Wood chisels	Putty knives
Flat Knife	Claw hammers
Tin snips	Screwdrivers
Phillips Drivers	Offset Drivers
Cold Chisels	Bevel Square
Folding rule	Nail sets
Crescent wrench	Razor Knife
Chalk Line and Box	Protractor
Two (2) 3" clamps	Hack saw frame
Scratch Awl	Allen wrenches
Steel measuring tape	Socket set
Wrench set	Dead blow hammer
Cotter key extractor/hook tool	C grips – R11
T bevel – angle finder	Vise grips
Jimmy bar/large wonder	

Apprentices will be responsible for acquiring and maintaining tools as outlined by the Finishing Trades Institute of District Council 10.

Appendix C Classifications

Journeyperson

An Apprentice that has completed the Apprenticeship program through the FTI or persons who have 10 years of verified work experience in the trade and who can demonstrate a Journeyperson's level of comprehension in all facets of the glazing industry through an assessment of practical exams.

Must maintain the following certifications through the FTI or have an equivalent 3rd party certification approved by the Joint Training Committee:

- OSHA 30 – Less than five (5) years old
- Fall Protection (1 year)
- First Aid / CPR (2 year)
- Boom / Aerial Lift (3 year)
- Forklift / Lull (3 year)
- Rigging / signaling (lifetime)
- Scaffold Erector and Dismantler (lifetime)

Must attend and complete sixteen (16) hours of skill enhancement / refresher training per calendar year starting in 2019. No more than eight (8) hours of completed recertification training will be recognized as enhancement training.

Employees not meeting the required criteria will be subject to review by the Joint Training Committee and possible loss of Journeyperson classification.

Apprentice

Those employees currently enrolled or qualified to enroll into the Apprenticeship Program within the FTI of District Council 10. Apprenticeship level shall be outlined as per the FTI standards.