



HIGH PERFORMANCE

HIGH VALUE

**NORTHERN CALIFORNIA  
GLAZIERS  
MASTER AGREEMENT**

BETWEEN

**DISTRICT COUNCIL 16**

**&**

**NORTHERN CALIFORNIA GLASS  
MANAGEMENT ASSOCIATION**

**July 1, 2011 - June 30, 2014**

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## **PREAMBLE**

This Agreement, made and entered into the first day of July 2011 by and between District Council 16 of the International Union of Painters and Allied Trades AFL-CIO, Glaziers, Architectural Metal and Glass Workers Local 169 of Oakland, Local 294 of Fresno, Local 718 of San Francisco, Local 767 of Sacramento and Local 1621 of San Jose, hereinafter referred to as the "Union" acting as the exclusive collective bargaining representative of employee members of said Union or who hereafter become members thereof and the Northern California Glass Management Association acting as the exclusive bargaining representative of employer members of said association or who hereafter become members thereof and other associations of employers and individual employers who are signatory to this Agreement or any copy thereof and are regularly engaged in the architectural metal and glass business all hereinafter referred to as the "Employer", "Employers" or "Individual Employer".

## **WITNESSETH**

Whereas, the Unions and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future:

Now, therefore, the parties hereto agree as follows:

## **ARTICLE 1 DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect except as noted hereinafter, from July 1, 2011 to June 30, 2014 and shall continue in effect from July 1 to June 30 of each year thereafter unless at least sixty (60) days written notice is given by either party prior to June 30, 2014 or any subsequent June 30 requesting modification and/or termination.

## **ARTICLE 2 LEGALITY**

If any provision of this Agreement is found not to comply with any applicable federal, state or local law, including any labor law or wage and hour law, such provision shall be immediately open for re-negotiation upon request of the Employer or the Union, but the other provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 3 EQUAL OPPORTUNITY**

There shall be no discrimination by the Employer, any Individual Employer or the Union against any employee or applicant for employment by reason of disability, age, sex, race, creed, color, or national origin, veteran status, medical condition, marital status, sexual orientation or pregnancy. It is the intent of the parties to comply with all state, federal and local laws regarding no discrimination in the workplace.

## **ARTICLE 4 EMPLOYERS**

The term "Employer", "Individual Employer" or "Individual Employers" as used in this Agreement refers to the Employer who is signatory to and is covered by the terms of this Agreement.

### **Section A. Out of Area Work**

The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the collective bargaining Agreement in effect in said other geographical jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographical jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area.

### **Section B. Out of Area Employers**

1. Employers from outside of the geographical jurisdiction of the Union party to this Agreement, when engaged in work within the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area.
2. Employers from outside of the geographical jurisdiction of the Union party to this Agreement, when engaged in work within the geographical jurisdiction of the Union party to this Agreement, shall, prior to commencing work, require all employees to present a written referral from the Local Union where the work is being performed.

### **Section C. 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. All charges of violations of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final binding resolution of disputes. As a remedy for violations of this section, the Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.
3. If, after an Employer has violated this section, the Union and/or the trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and or attorneys' fees incurred by the Union and/or Joint Trust Funds, plus the costs of litigation, that have resulted from such legal action unless the Employer prevails. This section does not affect other remedies, whether provided by law or this section, that may be available to the Union and/or the Joint Trust Funds.

### **Section D. Sale or Assignment of Business**

1. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
2. The Employer agrees that in the event the Employer's business, in whole or in part, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such transferee business and operation shall expressly and in writing assume the terms and conditions of this Agreement for the life thereof.

3. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. It is further understood that the Employer will only transfer, assign, lease, etc., the business if the transferee agrees to accept and assume, in writing, the Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or leaser, executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

#### **Section E. Shop Requirements**

1. An Employer's shop or plant (excluding those Employers whose work is Mobile Auto Glass installation) for the purpose of this Agreement shall be defined as a location of the Employer's work at a shop or branch shop or plant where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power and toilet facilities, and a permanent office where regular business is conducted and where bargaining unit employees regularly work or report in and out.
2. A construction job site location or a specific job shall not be considered a principal place of business.
3. Unless the initial term of the lease for the Employer's shop or branch shop or plant is for a period longer than one year or the Employer owns the property, then the location shall be deemed a construction job site and not a principal place of business or an Employer's shop or branch shop or plant.
4. It is agreed that if the Employer is excluded in the above section of this Article, they shall conform with the shop requirements in this Article within one (1) year from the signing of this Agreement.

#### **Section F. Contractors License**

The Employer shall have a duly issued and effective State Contractor's License where the work that is performed by the Employer requires such a license.

#### **Section G. Worker's Compensation Insurance**

The Employer shall carry Worker's Compensation Insurance (and shall submit proof of coverage to the Union upon request), they shall comply with all Federal, State and Municipal Laws pertaining to the Glazing Industry and all Health and Safety regulations and rules of the Federal State and Municipal Departments, Commissions and Health Officers, including rules and regulations of the Workers' Compensation Appeals Board.

#### **Section H. San Francisco Paid Sick Leave Ordinance**

The bargaining parties expressly agree that the San Francisco Paid Sick Leave Ordinance shall not apply to employees covered by the Northern California Glaziers Master Agreement.

## **ARTICLE 5 WORKING EMPLOYERS**

### **Section A. Working Employers**

Each Employer may designate no more than two (2) owners, partners or a person's holding proprietary interest in the business as an Owner Member of the Union, said individuals shall become Owner Members of the Union. Owner Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of Owner Members.

### **Section B. Management Trainees**

The Unions will recognize education programs which may be instituted by the Employer for the purpose of training sales or management trainees. The employment of such trainees shall be for a period not to exceed thirty (30) days for in-plant training, and a period not to exceed thirty (30) days for job site training, or sixty (60) days for both. The provisions of Article 9, Section B. and Section C. shall not apply to any sales or management trainees while employed in an educational program under this Section.

## **ARTICLE 6 PIECE WORK, REBATES, SUBCONTRACTING, ASSIGNMENT OF WORK and MOONLIGHTING**

### **Section A. Piece Work**

Both parties agree that there shall be no piece work permitted on any type of work covered by this Agreement, either inside or outside of the shop. The Employer, or agent of the Union, or employee covered by this Agreement shall not give or accept, directly or indirectly, any rebate of wages.

### **Section B. Subcontracting**

The Employer shall not subcontract any work covered by this Agreement to be done at the site of construction, alteration, or repair of a building, structure or other work:

1. To any other Individual Employer who works with the tools of the trade involved; or
2. To any individual or firm who is not a party to a Collective Bargaining Agreement with the Union party to this Agreement.

### **Section C. Assignment of Work**

1. Prior to assigning any work to another Craft or Trade the Employer shall contact the Union and a pre-assignment conference shall be held.
2. If the parties to this Agreement decide the work in question is not covered under this Agreement then the Employer may assign the field work to any other individual craft or firm who is signatory to an AFL-CIO Agreement.

3. In the event the Employer fails to comply with Section 1 and Section 2 above, the Union, at its sole discretion, may elect to utilize the Dispute Settlement or Arbitration Procedures set forth in this Agreement, and/or, may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action will not be considered a violation of this Agreement.

#### **Section D. Moonlighting**

1. No employee covered by this Agreement shall work on his own behalf as a self-employed individual after his regular hours of employment, or on Saturdays, Sundays, Holidays and designated days off on any work covered by the jurisdiction of this Agreement.
2. Employees subject to this Collective Bargaining Agreement shall not contract or subcontract to perform any of the work covered by this Agreement to be done at the site of construction, alteration, glazing or repair of a building, structure or other work.
3. If any person performs work of the type covered by this Agreement for an Employer who is not signatory to an Agreement with any Glaziers, Architectural Metal and Glass Workers Union then that person and his or her dependents will not be eligible for the health and welfare coverage contained in Article 24 of this Agreement and the person will forfeit any hours that may be contained in his reserve hour bank attributable to service with this Individual Employer.
4. When a member of the Union is directed to work for a non-signatory Employer by the Business Manager of the Union, neither the member nor the Union shall be considered in violation of this Agreement.

### **ARTICLE 7 TRUCK IDENTIFICATION**

#### **Section A. Truck Identification**

The Employer's glazing vehicles shall be identified with permanently affixed company identification and/or Union Logo which shall be prominently displayed and readily visible from both sides of the vehicle. This will be the only acceptable vehicle from which a workman will be allowed to work.

#### **Section B. Cost of Identification**

It shall be the responsibility of the Employer to place and replace truck identification on all glazing vehicles. It shall be the Employer's responsibility to remove any identifying markings for vehicles no longer owned or used in the course of business.

#### **Section C. Temporary Vehicles**

1. Recognizing that conditions do occur when an Employer is temporarily in need of an extra vehicle, an Employer may use other vehicles owned by him or said firm or a commercially leased vehicle from recognized leasing agents such as Hertz, Avis, etc., for the transporting of workmen, tools and materials.

2. The Employer shall not require his or her employees to use their personal vehicles when a temporary vehicle is needed for such occasion.

## **ARTICLE 8**

### **UNION TERRITORIAL JURISDICTION**

The territorial jurisdiction covered by this Agreement comprises the counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, King, Lake, Lassen, Marin, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties in California.

## **ARTICLE 9**

### **UNION RECOGNITION and UNION SECURITY**

#### **Section A. Bargaining Agent**

Each Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

#### **Section B. Union Membership**

1. It shall be a condition of employment that all employees of the Individual Employer covered by this Agreement who are members of the Union in good standing, on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.
2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
3. Whenever the Employer is engaged in the building and construction industry, all employees performing work in the building and construction industry will be required to become members of the Union on the eighth (8th) day following the beginning of employment or the execution date of this Agreement, whichever is later, and maintain such membership during the term of this Agreement.

### **Section C. Work Assignment**

This Agreement shall cover persons engaged in work described and defined in this Agreement. Work defined and described in this Agreement shall be assigned by the Employer to the proper classification of employee (as determined by the Union) covered under this Agreement. It is further agreed that an employee of a higher classification may perform the work of any lower classification but must retain his/her original wage rate unless reclassified as provided for in Article 10, Section D.

### **Section D. 48 Hour Notice**

The Employer will discharge any employee within forty-eight (48) hours of written notice from the Union that an employee has failed to comply with the provisions of this Agreement. In the event the Employer fails to comply with the provisions of this Article, any economic action taken will not be considered a violation of this Agreement.

1. The Union hereby holds the Employer harmless from any and all claims, demands, suits or causes of action that result from the Employer complying with the Union's written notice to discharge an employee.

## **ARTICLE 10 HIRING PROCEDURES**

### **Section A. Referral**

The Employer shall make a written request to the Union when any additional help is needed, and the Union agrees to refer employees to the Employer within twenty-four (24) hours, if available.

### **Section B. Requests**

Notwithstanding the above, a Glazier, Architectural Metal or Glass Worker who is in good standing with the Union may seek his/her own job and the Employer may have referred to it any applicant (who is registered on the Unions out of work list) by submitting a written request by name to the Union.

### **Section C. Requirement**

The Employer shall require each new employee to present a written referral from the Union prior to putting the new employee to work.

### **Section D. Reclassification**

When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present a written referral from the Union prior to putting the employee to work at the new classification.

### **Section E. Violation**

In the event the Employer fails to comply with the hiring procedures the Union may utilize the dispute settlement or arbitration procedures set forth in this Agreement, and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.

## **ARTICLE 11 PAY CONDITIONS**

### **Section A. Pay Day**

1. Wages shall be paid on or before quitting time each Wednesday, or a day mutually agreed upon by the Union and the Employer and shall include all monies due up to and including the preceding work week. In no circumstance shall pay day be more than three (3) working days following the end of the preceding work week.
2. When an employee is terminated he shall receive all monies due him at the end of said working day.

### **Section B. Bad Checks**

If the Employer pays an employee by check, draft or voucher and such check, draft or voucher is subsequently refused payment because the Employer has insufficient funds on deposit or no account with the bank or institution, from then on until advised otherwise by the Union the Employer shall be required to pay all employees covered by this Agreement by cash or certified check or money order with separate statement or stub showing all deductions.

### **Section C. Payroll Records**

1. The Employer shall have available records such as time cards or time records setting forth the number of hours worked and amounts due for overtime, travel time, high pay, travel reimbursement and any extra expenses due the individual employee weekly. Each employee must authenticate their time record weekly to assure its validity.
2. The complete individual payroll information for each employee will be available when requested, as described in Section D.

### **Section D. Payroll Inspection**

1. The Union, if agreeable to the Employer or its C.P.A. shall have the right to inspect the paycheck of any employee covered by this Agreement after a paycheck has been returned by the Bank.
2. The Union, if agreeable to the Employer, or its C.P.A. shall have the right to inspect and audit at a reasonable time during working hours, at the Employer's premises or any location where the Employer's records are maintained, all payroll records and documents related to any employee covered by this Agreement. In the event the results of such inspection or audit reveal that the Employer has violated any term or condition of this Agreement, the Employer shall be liable for the costs of such audit, including legal or accounting fees. If however, the Employer can establish that said violations were not intentional, the Employer shall not be liable for the costs of such audit, including legal and accounting fees.

**ARTICLE 12**  
**TRAVEL TIME & SUBSISTENCE**

**Section A. Travel Time**

1. Regular employees of the Employers located in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties who are required to jobsite report more than twenty-five (25) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond twenty-five (25) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than twenty-five (25) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the twenty-five (25) miles. (Mileage and drive time is to be based on the latest version of Microsoft MapPoint). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.
  
2. Regular employees of the Employers located in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, portions of Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties in California who are required to jobsite report more than forty (40) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond forty (40) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty (40) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty (40) miles. (Mileage and drive time is to be based on the latest version of Microsoft MapPoint). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.

**Section B. Subsistence**

1. When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus Subsistence in the amount of seventy-five dollars (\$75.00) per day, in advance, on a separate check.
2. Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
3. Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

**Section C. Travel Time Calculation Sheet**

The following Travel Time Calculation Sheet shall be used in conjunction with Microsoft MapPoint in order to determine Travel Reimbursement and Fringe Benefits contributions. Microsoft MapPoint setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

**Travel Time Calculation Sheet (Formulas)**

Employee Name	From:	Starting Address		
	To:	Destination Address		
	Minutes	Miles	Minutes Per Mile	
<b>Actual Commute (One Way)</b>	(Enter minutes as per MapPoint)	(Enter miles as per MapPoint)	<b>Calculation =</b> (Minutes ÷ Miles)	
<b>Adjusted Commute (One Way)</b>	<b>Calculation =</b> (Adjusted Commute Miles x Minutes Per Mile)	<b>Calculation =</b> (Actual Commute Miles – 25)		
<b>Round Trip</b>	<b>Calculation =</b> (Adjusted Commute Minutes x 2)	<b>Calculation =</b> (Adjusted Commute Miles x 2)		
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>Calculation =</b> (Round Trip Minutes rounded to the nearest ¼ hour)	<b>Calculation =</b> (Round Trip Miles x \$0.505)		

**Travel Time Calculation Sheet (Example)**

<b>John Doe</b>	<b>From:</b>	123 Any Street, San Francisco, CA		
	<b>To:</b>	456 Main Street, Fremont, CA		
		<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>		<b>52.00</b>	<b>36.70</b>	<b>1.42</b>
<b>Adjusted Commute (One Way)</b>		<b>16.61</b>	<b>11.70</b>	
<b>Round Trip</b>		<b>33.22</b>	<b>23.40</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>		<b>2/4</b>	<b>\$11.82</b>	

**ARTICLE 13  
COMMUTING, REIMBURSEMENT, PARKING EXPENSES  
and  
OTHER EXPENSES**

**Section A. Expense Reimbursement**

All monies expended for carfare, toll expenses, telephone, parking while driving the Employer's vehicle, and other legitimate expenses incurred in going to and from the shop to the jobsite, and from jobsite to jobsite shall be paid by the Employer upon presentation of appropriate bonafide receipts, if available.

**Section B. Parking Expenses**

When employees are driving their own vehicles for the purpose of jobsite reporting and no free public parking is available, parking expenses will be reimbursed by the Employer upon presentation of bonafide receipts. Employees must be prudent in selecting the least expensive parking facility within five (5) blocks of the jobsite. When toll expenses are incurred while reporting directly to the jobsite they shall be paid by the Employer. Whenever possible, the employees are encouraged to car pool to the jobsite.

**Section C. Parking Tickets**

Parking violations incurred while using the Employer's vehicle will be reimbursed providing that the violation was not flagrant in nature and due care was exercised in trying to prevent receiving such a citation.

**Section D. Public Transportation**

When an employee is required to report to a jobsite and it is more economical and/or convenient for the employee to use public transportation, the cost of public transportation shall be paid in advance or reimbursed to the employee. The use of public transportation shall be at the sole discretion of the employee.

## **ARTICLE 14 HEALTH & SAFETY**

### **Section A. Safety Rules and Regulations**

1. It is agreed that if the Employer establishes Safety Rules and Regulations, a copy of same must be provided to the employee and the Union. A copy also must be posted.
2. The Employer and the Union agree that these Safety Rules and Regulations shall be adhered to by all employees covered by this Agreement.

### **Section B. Protective Apparel**

1. The Employer shall furnish to all employees all protective apparel, necessary to safeguard employees from all safety hazards as prescribed for in the Safety and Health Orders by the State of California, except safety shoes.
2. The Safety and Health Orders of the Division of Industrial Safety are incorporated herein, and made a part hereof as if set forth in full.
3. Protective apparel shall be issued initially at no cost to the employee, where work requires such apparel. Any further issues will be at the expense of the employee provided that the Employer requires each employee to check out said apparel at the beginning of each work day and check said apparel in at the end of each work day, during normal working hours. Excessively worn or damaged apparel will be replaced by the Employer.
4. Personal welding equipment (Leathers, Hood, Gloves, Slag Hammer and Wire Brush) shall be issued initially by the Industry Fund. Any further issues will be at the expense of the employee. Excessively worn or damaged equipment shall be replaced by the Employer.

### **Section C. CPR & First Aid**

A certified CPR & First Aid program will be available through the District Council 16 Northern California Journeyman & Apprenticeship Training Trust Fund. When State and Federal laws require certified CPR and First Aid personnel at the jobsite, the employee with CPR & First Aid certification may have priority for employment.

**ARTICLE 15**  
**INSTALLATION MANPOWER**

**Section A. Manpower Schedule**

1. The installation or removal of glass at the jobsite shall be governed by the following minimum schedule **AND IN ALL CASES ENOUGH GLAZIERS TO INSURE SAFETY:**

<b>United Inches</b>	<b>1/4"</b>	<b>3/8"</b>	<b>1/2"</b>
Sizes up to and including 56"	1	1	1
Sizes over 56" and up to 84"	1	1	2
Sizes over 84" and up to 112"	1	2	2
Sizes over 112" and up to 170"	2	3	3
Sizes over 170" and up to 210"	3	4	5
Sizes over 210" and up to 240"	4	5	6
Sizes over 240" and up to 260"	5	6	8
Sizes over 260" and up to 280"	6	8	9
Sizes over 280" and up to 300"	7	9	11
Sizes over 300" and up to 316"	8	10	12

2. It is further agreed that on any job for the purpose of safety and protection of personnel and property and where glass is more difficult or dangerous to handle, the Employer will use additional employees as required for such safety.

**Section B. Mechanical Equipment**

Section A of this Article shall not apply where the Employer provides mechanical equipment to aid in the installation of jobsite glazing. Mechanical glass handling equipment shall be manipulated by a Journeyman Glazier on the jobsite, unless the company providing the equipment will only do so if it also provides the operator, and further providing they are signatory to an AFL-CIO Building Trades Agreement.

**Section C. Insulated Glass**

The Schedule in Section A of this Article shall be used in determining manpower required in the installation of insulated glass, based on glass equivalents, unless mechanical equipment is used.

**Section D. Inside Work**

For all inside work it is agreed that for the purpose of safety and protection of personnel and property and where glass is more difficult or dangerous to handle, the Employer will use additional employees required for safety.

**ARTICLE 16**  
**UNION OFFICIALS FOR ENFORCEMENT OF AGREEMENT**

**Section A. Shop Visits**

The Business Representative or duly authorized representative of the Union shall be allowed to visit the Employer's shop or jobs for the purpose of ascertaining whether or not this Agreement is being enforced. This right shall be exercised reasonably. The Employer shall be notified at the commencement of a shop visit.

**Section B. Bulletin Boards**

The Employer will provide space on bulletin boards for posting notices of Union business. Such notices must be submitted to the Employer for approval before posting.

**ARTICLE 17**  
**STEWARDS**

**Section A. Appointment**

The District Council shall be empowered to appoint and remove all shop and/or job stewards as required in any shop or job of an Employer signatory to this Agreement. Stewards shall be competent Journeymen currently employed by the Employer at the time of appointment.

**Section B. Duties**

Such duties shall include monitoring the provisions of this Agreement, checking all working cards of Foreman, Journeyman and Apprentices and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the Union. Steward shall work with the tools as well as doing the duties assigned by the Union.

**Section C. Reporting**

The Steward shall report to the Business Representative of the Union and to the Employer or his Representative, any and all violations of this Agreement. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the Union for action as may be deemed necessary.

**Section D. Layoff**

The Steward shall be the last employee laid off provided he/she is qualified and able to perform the available work.

**ARTICLE 18**  
**DEDUCTION & REMITTANCE OF DUES CHECK-OFF**

**Section A. Dues Deduction**

The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amounts per hour, as determined by the Union on each hour worked. The Union shall determine the amount of such deductions on January 1, and/or July 1 of each year thereafter. Such deductions shall be based upon a written assignment as required by the Labor Management Relations Act.

**Section B. Dues Remittance**

The Employer will remit the deductions once each month with a remittance form, provided by the Union, with the names of employees for whom deductions were made, together with the amounts deducted. Such deductions will be remitted to the Union or to the Agency designated by the Union for the collection of such deductions.

**ARTICLE 19  
WORK STOPPAGES**

**Section A. Permitted Work Stoppage**

There shall be no stoppage of work either by strike or lockout by the parties hereto, except as permitted elsewhere in this Agreement.

**Section B. Picket Lines**

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the Employer's own place of business or jobs.

**Section C. Non-Union Jobsites**

Furthermore, recognizing the "special problems" in the Construction Industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when Union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the non-union employee or employees, or refuses to remain on such a jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union's members are working, whether it is on a construction site of the Employer or at any other jobsite.

**ARTICLE 20  
GRIEVANCE AND ARBITRATION**

**Section A. Definition and Procedure**

For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

**Section B. Procedures**

Such grievances shall be handled in the following manner:

1. The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative to discuss the grievance.
2. If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party, to arbitration by written notice to the other party within fifteen (15) working days from the date of the above-referenced meeting.

### **Section C. Arbitrator**

If the parties cannot reach Agreement on an impartial arbitrator, either the Union or the Employer may request the California State Conciliation Service to submit a list of five (5) arbitrators to the parties. The list shall contain only established arbitrators in the state of California. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator.

### **Section D. Hearing**

The impartial arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

### **Section E. Amend Agreement**

The arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement, however, the Arbitrator shall have the authority to fashion a remedy.

### **Section F. Expense for Arbitration**

The party losing the arbitration shall pay the arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.

### **Section G. Twelve Day Limit**

Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

### **Section H. Union Economic or Legal Action**

1. In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of Article 19. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer.

2. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the union if prior to the taking of such action the Employer has raised a question concerning the interpretation or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 28.

### **Section I. Employer Economic or Legal Action**

In the event the Union violates Article 19 of this Agreement (Work Stoppage), the Employer need not utilize the grievance dispute settlement or arbitration procedures set forth in this Article, but may resort to such economic and legal remedies as it sees fit with respect to the Union, and any economic action taken will not be considered a violation of Article 19. However, the Employer may, if it so desires, utilize the provisions of this Article with respect to the Union in such cases.

## **ARTICLE 21 VACATIONS**

All regular employees who have had reasonably steady employment, those employed for 1,600 hours or more for one (1) or more Individual Employers in the period July 1 through June 30 of the preceding year under this Agreement shall be entitled to three (3) weeks and shall be required to take a vacation of two (2) weeks each year. The Employer shall post a vacation list on a bulletin board or someplace where it may be inspected and each regular employee must designate on the vacation list the date they wish to take their vacation. The time of the employee's vacation will be determined by Agreement between the employee and the Employer, but it must be taken in the period provided for in this Article; except that special permission to work in lieu of vacation can be granted by mutual Agreement between the Employer, employee and the Union.

## **ARTICLE 22 HOLIDAYS & DESIGNATED DAYS OFF**

### **Section A. Holidays**

1. Recognized holidays shall be New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. If any of the holidays designated in this Article falls on Saturday, the preceding Friday shall be observed as a holiday. If any of the holidays designated in this Article falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any part of the twenty-four (24) hours of Labor Day.

## **Section B. Designated Days Off**

1. In addition to the foregoing recognized holidays, there shall be nine (9) Designated Days Off, as designated in Section B(2) below. By signed written Agreement between the Employer, the Union and the employee(s) an alternate Designated Day Off schedule may be established. Said alternate Designated Day Off schedule can be changed no more than once in a twelve (12) month period per employee.
2. The Designated Days Off for the contract term shall be July 1, 2011, September 2, 2011, November 11, 2011, November 25, 2011, December 23, 2011, February 17, 2012, April 6, 2012, May 25, 2012, June 15, 2012, August 31, 2012, November 12, 2012, November 23, 2012, December 24, 2012, December 31, 2012, February 15, 2013, March 29, 2013, May 24, 2013, June 14, 2013, July 5, 2013, August 30, 2013, November 11, 2013, November 29, 2013, December 24, 2013, February 14, 2014, April 18, 2014, May 23, 2014 and June 13, 2014.

## **ARTICLE 23 JOB REGISTRATION**

The Employer shall register all competitively bid jobs to the central office of District Council 16 on mutually agreed upon forms. Said registration shall take place after the award of the project but in all cases prior to manning the job. The Employer need not register jobs which require less than four-hundred-eighty (480) man hours. District Council 16 acknowledges that all information gathered through the job registry shall remain confidential and shall not be disseminated other than in general terms.

## **ARTICLE 24 HEALTH AND WELFARE**

### **Section A. Trust Fund**

The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Health and Welfare Trust Fund ("Health and Welfare Trust").

### **Section B. Contribution Rate**

Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Health and Welfare Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28. The Employer shall not be liable for the contributions of any other individual Employer.

### **Section C. National or State Health Plan**

In the event a National or State Health Insurance Program is adopted that provides similar or substantially equal benefits as provided in this Agreement, then the Union upon thirty (30) days written notice to the Employer shall have the right to allocate all or any portion of the amount contributed by the Employer, in excess of the National or State Health Plan cost, for additional benefits or the difference be reimbursed in wages to the employees covered by this Agreement.

## **Section D. Injured Workmen**

1. Any employee who suffers an industrial injury or industrial illness during the workday while employed shall be compensated for the full day even though he may have to leave work to visit the doctor. Furthermore, such employee shall be compensated by the Employer for the time lost on not more than two (2) additional visits to the doctor, provided that the employee in question is still working for the Employer at the time of the two (2) additional visits to the doctor, and provided further that the Employer shall schedule the time of the two (2) additional visits to the doctor.
2. The Employer shall provide payments to the Health and Welfare Trust for an employee who sustains an injury arising out of and occurring in the course and scope of his employment, for all periods of time that the employee is, because of said disability, unable to return to his usual and customary duties, in order to provide three (3) months additional coverage over that regularly provided for in the Health and Welfare Trust, or when the employee is entitled to coverage on a permanent disability basis, whichever is sooner.

## **ARTICLE 25 RETIREMENT PLANS**

### **Section A. Defined Benefit Pension Plan**

1. The Employer and the Union hereby agree to the continuation of the existing Northern California Glaziers, Architectural Metal and Glass Workers Pension Trust Agreement ("Defined Benefit Pension Trust").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Defined Benefit Pension Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28. Contributions to the Defined Benefit Pension Trust shall include regular pension contributions and if designated by the Union, supplemental retiree contributions.

### **Section B. National Pension Fund**

1. The Employer and the Union hereby agree to the continuation of the existing I.U.P.A.T. Union and Industry National Pension Fund ("National Pension Fund").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, for each hour or portion thereof, the Employer shall contribute to the National Pension Fund an amount determined by the Union on July 1 and January 1 of each year of this Agreement.

3. For the purpose of this Section B, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement shall be counted as hours for which contributions are payable.
4. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.
5. The payment to the National Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
6. The Employer hereby irrevocably designates as its representative on the Board of Trustees of the National Pension Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
7. All contributions shall be made at such time and in such manner as the Trustees of the National Pension Fund require; and the Trustees may at any time conduct an audit in accordance with said Agreement and Declaration of Trust.
8. If an Employer fails to make contributions to the National Pension Fund as provided for in Article 28 of this Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
9. The National Pension Plan adopted by the Trustees of said National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code as to enable the Employer at all times to treat contributions to the National Pension Fund as a deduction for income tax purposes.

### **Section C. Individual Account Retirement Plan**

1. The Employer and the Union hereby agree to the continuation of the existing Glaziers Individual Account Retirement Trust Fund ("Individual Account Retirement Trust").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Individual Account Retirement Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28.

**Section D. Liabilities**

With respect to each plan described in this Article, no individual Employer shall be liable for the contributions of any other individual Employer.

**ARTICLE 26**

**NORTHERN CALIFORNIA GLAZING CONTRACTORS ADMINISTRATIVE FUND, WORK PRESERVATION FUND, LABOR MANAGEMENT COOPERATION INITIATIVE, POLITICAL ACTION TOGETHER- POLITICAL COMMITTEE & STAR PROGRAM**

**Section A. Northern California Glass Management Association Industry Fund**

Commencing July 1, 2011, and continuing until the expiration date of this Agreement, every Employer signatory to this Agreement shall pay Industry Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of twenty-five cents (\$0.25) per hour. Said Industry Fund contributions shall be remitted to the appropriate depository designated by the Northern California Glass Management Association, no later than the fifteenth (15<sup>th</sup>) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions are then forwarded to the Northern California Glass Management Association designated account. The contribution rate to the NCGMA will be monitored and may be increased as deemed necessary by the Board of Directors of NCGMA, up to a maximum contribution rate of fifty cents (\$0.50) per hour. No part of the contributions to the Industry Fund shall be used for activities which are inimical to the Union.

**Section B. Work Preservation Fund**

1. There has been created a separate and independent entity, the Work Preservation Fund, Inc., ("Work Preservation Fund") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to expand the work and jobs available to signatory Employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).
2. The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management, plus one (1) neutral member, elected by a majority vote of the Board of Directors.
3. The Employer shall be obligated to pay for the Work Preservation Fund eight cents (\$0.08) on each employee covered under this Agreement on each hour worked. A full hour contribution shall be paid on any portion of an hour worked. Contributions shall be made pursuant to the provisions of Article 28.

**Section C. Labor Management Cooperation Initiative**

1. The Employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperation Initiative ("LMCI") for each employee covered by this Agreement, as follows:

- (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to the LMCI.
  - (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
  - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.
  - (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCI.
2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
  3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
  4. If an Employer fails to make contributions to the LMCI within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

#### **Section D. Voluntary Payroll Deduction of Political Contributions**

1. Each Member hereby authorizes and directs the Employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked, as a contribution to the Political Action Together-Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:
  - (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC.

- (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.

### **Section E. STAR Program**

1. There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).
2. The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
3. The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour paid or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 28.

## **ARTICLE 27 JOURNEYMAN & APPRENTICE TRAINING TRUST FUND**

### **Section A. Apprenticeship Trust**

The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Journeyman & Apprentice Training Trust Fund ("Apprenticeship Trust").

### **Section B. Contribution Rate**

The Employer shall contribute to the Apprenticeship Trust the amount shown on the attached Wage Schedule A, on each Journeyman and Apprentice Glazier, covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28.

### **Section C. IUPAT Joint Apprenticeship and Training Fund**

The Employer and the Union hereby agree to the continuation of the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$0.05) per hour for each Journeyman and Apprentice employee covered under this Agreement.

**ARTICLE 28**  
**PAYMENTS TO TRUST FUNDS**

**Section A. Current Trust Funds**

- 1. Current Trust Funds:** This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly-administered Trust Funds:
- **Northern California Glaziers Pension Trust Fund**
  - **District Council 16 Northern California Health & Welfare Trust Fund**
  - **Northern California Glaziers Individual Account Retirement Trust Fund**
  - **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
  - **IUPAT Union & Industry National Pension Fund**
  - **IUPAT Finishing Trades Institute**
  - **IUPAT Labor Management Cooperation Initiative**

**Section B. Trust Agreements:** The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

- 1.** Whereas, the Northern California Glaziers Pension Trust Fund has been certified by its actuary to be in critical status as of July 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated November 10, 2010 and a addendum thereto adopted on March 4, 2011, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Northern California Glass Management Association and /or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule of the Rehabilitation Plan and addendum adopted by the Board of Trustees and incorporate said Recommended Schedule into this Agreement as though it was set forth in its entirety. The hourly Journeyman contribution rates shall be as follows:

<b>Effective Date</b>	<b>Journey person Contributions Providing Benefit Accrual Credit</b>	<b>Additional Contributions Not Providing Benefit Accrual Credit</b>
January 1, 2013	\$3.50	\$3.75
January 1, 2014	\$3.50	\$4.50
January 1, 2015	\$3.50	\$5.25
January 1, 2016	\$3.50	\$6.00
January 1, 2017	\$3.50	\$6.75
January 1, 2018	\$3.50	\$7.50

Those classifications contained in this Agreement that provide for contribution rates that are different from the contribution rates set forth above, then the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to the above rates. The above contribution rates shall be in effect for the duration of this Agreement.

**Section C. Trustees:** Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust Agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Northern California Glass Management Association shall appoint their Trustees in accordance with their bylaws.

**Section D. Payments To Trust Funds and Other Funds:**

1. **Other Funds:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Work Preservation Fund, Industry Fund, DC 16 STAR Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, Unity Action Dues Check-Off and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreements of the District Council 16 Northern California Health & Welfare Trust Fund.
2. **Due Date:** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

- 3. Liquidated Damages and Interest Assessments:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorneys fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Trust Fund.
- 4. Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition the Union shall have such further remedies as set forth in this Agreement.
- 5. Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit anyone's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining Agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.

6. **Place of Payments:** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, NCGMA and the Union, and on such forms as they may require.
7. **Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.
8. **Payroll Inspection:** The Administrator of the Trust Funds referred to in Section A above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.
9. **Time Records:** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of the employees social security number, the job or job's names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.
10. **Electronic Record Keeping -** Where time records are maintained electronically, upon request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.
11. **Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name, and shall include:
  - (a) Total straight time hours worked and the rate of pay;
  - (b) Total overtime worked and overtime rate;
  - (c) Total gross wages paid, including pay for Travel Time;
  - (d) Deductions itemized; and
  - (e) Net pay for period, including pay for Travel Time.
12. **Failure to Keep Records:** If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the

Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

**Section E. Audits Of Records:** The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including but not limited to, the following:

1. Canceled checks and check stubs showing all monies paid to each employee of the Employer.
2. Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
3. The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
4. Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
5. Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
6. Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
7. Individual employee's time records including, but not limited to, all Travel Time Calculation Sheets as required by Article 12, Section C for each employee of Employer.
8. Records of each job involving work covered by this Agreement, to the extent that such records exist, including:
  - (a) Name and address of owner of property where work covered by this Agreement was performed;
  - (b) Name and address of the general contractor for whom the work was performed;
  - (c) Street address where work covered by this Agreement was performed;
  - (d) Total payroll cost of each job;
  - (e) Name and address of each person who performed work covered by this Agreement on each job.

- (f) Total materials cost of each job.
- 9. Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
- 10. Disbursement Journal of the Employer.
- 11. Payroll Journal of the Employer.
- 12. Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.
- 13. In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.
- 14. Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman glazier's wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

**Section F. Bonding:**

- 1. Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.
- 2. Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or

contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

**Section G. Transfer of Money From Benefit Funds to Wages:**

1. During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between NCGMA and the Union.
2. Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

**Section H. Erroneous Payments:** An Employer shall be entitled to credit against future Employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with Trust Fund's policy on overpayments of contributions, including but not limited to the following conditions:

1. **DC 16 Health & Welfare Trust:** Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund.;
2. **Defined Benefit Pension Plan:** Where contributions were made to the Northern California Glaziers Pension Trust Fund for hours reported in excess of those for which the employee worked, overpayments shall be credited or refunded to the Employer, and the hours backed out of the employees account;

3. Refunds or credits shall be allowed as provided above so long as the Trust Funds have made no disbursements on behalf of employees based upon the erroneous contributions;
4. The Boards of Trustees of the Trust Funds have determined that the erroneous contributions were made due to a mistake of fact or law and can properly be returned, without interest or earnings, pursuant to ERISA Section 403(c);
5. Any erroneous payments found on an audit shall be reported immediately to the Employer and credited or offset against amounts found due on audit, if any, in accordance with Trust's policy; and
6. No other refunds or credits shall be given with respect to District Council 16 Journeyman & Apprentice Training Trust Fund, a defined contribution retirement plan, or other entities or payroll deduction remittances, except by direction of the Trustees.

**Section I. Fringe Benefit Coverage For Other Employees:** Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation Agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

## **ARTICLE 29 JOINT APPRENTICESHIP TRAINING COMMITTEE**

In the territorial jurisdiction of the Union there is established one (1) Joint Apprenticeship Training Committee of twelve (12) members of whom six (6) shall be appointed by Northern California Glass Management Association and six (6) shall be appointed by the Union. The Committee shall oversee the apprenticeship system under the control of the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.

## **ARTICLE 30 PRE-APPRENTICE**

### **Section A. Pre-Apprentice Wages**

- (1) Pre-Apprentices shall be paid an hourly Taxable Net Wage based upon thirty four percent (34%) of the Journeyman Taxable Net Wage.
- (2) Full fringe benefit contributions shall be made on behalf of all Pre-Apprentices with the exception of Pension, Annuity and Vacation/Holiday. Pre-Apprentices shall have no contributions made on their behalf towards Pension and Annuity during their term of Pre-Apprenticeship.

### **Section B. Pre-Apprentice Term**

- (1) The Pre- Apprenticeship term shall last for no longer than six (6) months.

- (2) The entire Pre-Apprenticeship period shall be considered probationary and employment may be discontinued at any time at the sole discretion of the employer.

### **Section C. Prevailing Wage Projects**

In no case shall Pre-Apprentices be allowed to work on prevailing wage projects.

## **ARTICLE 31 APPRENTICE GLAZIER**

The following are the wages, hours and working conditions with respect to Apprentice Glaziers, including, but not limited to all other Articles of this Agreement.

### **Section A. Eligibility**

Any individual, age 18 and over who meets the requirements established by the Joint Apprenticeship Training Committee, is eligible to be registered as an Apprentice Glazier. After serving a six (6) month probationary period, they must then serve at the trade for a further period of four (4) years and six (6) months, subject to approval of the Joint Apprenticeship Training Committee.

### **Section B. Employer Eligibility**

Only a responsible business entity or branch thereof shall be permitted to employ an Apprentice Glazier. No Individual Employer is entitled to an Apprentice Glazier unless he has been established as a recognized flat glass business entity for at least one (1) year. Whenever an Individual Employer desires to hire an Apprentice Glazier they shall notify the Joint Apprenticeship Training Committee which shall furnish the Employer with a registered Apprentice Glazier.

### **Section C. Ratios**

When the Employer employs one (1) or more Journeymen steadily (a steadily employed Journeyman shall be defined as working 870 or more hours per year), it may employ one (1) Apprentice Glazier; then one (1) additional Apprentice Glazier for the next two (2) additional Journeymen steadily employed thereafter. This ratio may be altered at the discretion of the Joint Apprenticeship Training Committee at the request of the Employer.

### **Section D. Hiring Procedures**

1. The Employer must be approved by the Joint Apprenticeship Training Committee and have signed the "Agreement to Train" (Form DAS 7). The Joint Apprenticeship Training Committee shall not arbitrarily withhold approval.
2. The Employer must notify the Joint Apprenticeship Training Committee of the intention of hiring an Apprentice Glazier.
3. The Employer must agree not to use the prospective Apprentice Glazier until having been approved (indentured) by the Joint Apprenticeship Training Committee.

**Section E. Discharges**

- 1. After the probationary period the Employer may not discharge an Apprentice Glazier without first notifying the Joint Apprenticeship Training Committee in writing and an Apprentice Glazier cannot be discharged without the approval of the Joint Apprenticeship Training Committee.
- 2. An Employer employing a registered Apprentice Glazier and discharging without just cause shall not be entitled to another Apprentice Glazier until such time as the discharged Apprentice Glazier would have completed the full time of Apprenticeship.

**Section F. Rights of Committee**

Apprentice Glaziers shall not be permitted to work for any person or firm other than their first Individual Employer, except by permission of the Joint Apprenticeship Training Committee. The Joint Apprenticeship Training Committee may rotate Apprentice Glaziers into different shops if necessary to receive well-rounded training.

**Section G. Quit Without Permission**

Apprentice Glaziers who leave their Employer without permission of the Joint Apprenticeship Training Committee before their term of Apprenticeship is completed may be terminated from the apprenticeship program.

**Section H. Working Alone**

An Apprentice Glazier may be allowed to work on any job alone after the first year of Apprenticeship. The Joint Apprenticeship Training Committee may approve the Apprentice Glazier working alone on one (1) or more types of work, and not on other types of work, depending upon the skill and ability of the Apprentice. An Apprentice Glazier shall not be permitted to superintend work or act as foreman or leadman.

**Section I. Wages and Benefits**

- 1. Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeypersons Taxable Net Wage as follows:

Starting Wage Rate.....	40%
After 6 months.....	46%
After 12 months.....	52%
After 18 months.....	58%
After 24 months.....	64%
After 30 months.....	70%
After 36 months.....	76%
After 42 months.....	82%
After 48 months.....	88%
After 54 months.....	94%
After 60 months.....	100%

2. Full fringe benefit contributions shall be made on behalf of all Apprentices with the exception of Nor/Cal Pension, IAR Pension and IUPAT Pension; such contributions shall be based on their respective percentage of Journeyman contributions. Future fringe benefit contributions shall be increased based on their respective percentage of Journeyman future increased contributions with the exception of Health & Welfare which shall be paid at one hundred percent (100%).

### **Section J. Disputes**

All matters of controversy or disputes arising out of the operation or interpretation of the Apprenticeship standards established by a Joint Apprenticeship Training Committee or arising out of the operation or interpretation of the Apprenticeship rules set forth above, which cannot be settled by the duly authorized representatives of the Union and the Employer, shall be referred immediately to the Joint Apprenticeship Training Committee. The Joint Apprenticeship Training Committee shall review the facts and render a decision which shall be final and binding upon all parties, including the Apprentice. In the event a decision cannot be reached by the Joint Apprenticeship Training Committee, or in the event of a failure by the Employer or the Union or the Apprentice to comply with the decision of the Joint Apprenticeship Training Committee, the problem shall then be referred to the Division of Apprenticeship Standards and/or shall be processed as provided in this Agreement.

## **ARTICLE 32 JOURNEYMAN GLAZIERS**

The following are the wages, hours and working conditions with respect to Journeyman Glaziers, including, but not limited to all other Articles of this Agreement.

### **Section A. Journeyman Glazier**

1. The term Journeyman Glaziers, Architectural Metal or Glass Worker means a person who has served a bona fide apprenticeship and has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled Glaziers, Architectural Metal or Glass Workers' work. The Employer shall determine the qualifications of Employees.
2. The hourly minimum rate of wages for all Journeyman Glaziers working in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties shall be as follows:
  - (a) Journeymen shall be paid pursuant to the attached Wage Schedule A and receive a one dollar and fifty cent (\$1.50) per hour increase to the Total Package each January 1 of this Agreement or any extensions thereof.

- (b) The increases required each January 1 of this Agreement shall first be utilized to pay the deficit reduction contributions required by the Northern California Glaziers Pension Trust Fund, Preferred Rehabilitation Schedule, pursuant to Article 28, Section B(1). Secondly, the increase required each January 1 of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund Pension and/or Health & Welfare shall be allocated to wages unless the annual hours worked and/or reported to the Northern California Glaziers Pension Trust Fund under this Agreement the preceding year (July 1 through June 30) were less than 2,450,000. In the event that the previous year's hours worked and/or reported to the Northern California Glaziers Pension Trust Fund under this Agreement are less than 2,450,000, the remainder of the increase required each January 1 of this Agreement, that was not utilized to fund Pension and/or Health & Welfare, shall be deferred and held in deferment until such time as the previous year's hours exceed 2,450,000. In the event that the previous year's hours meet or exceed 2,450,000, all amounts being held in deferment shall be added to the increase due that January 1 and those amounts in excess of any required to fund the Pension and/or Health & Welfare that year shall be allocated to wages. In the event that money remains in deferment at the time this Agreement expires, this agreement shall automatically extend for one more year.
- (1) On the January 1 in which the money being held in deferral is released to be allocated to wages as defined above equals or exceeds three dollars (\$3.00), then the deferral money shall be split equally and paid over the immediate and following January 1.

## **Section B. Shop Foreman**

1. All shops employing twenty (20) or more employees covered by this Agreement will designate one (1) working Journeyman, in good standing with the Union, as their Shop Foreman. The Shop Foreman's responsibilities shall include coordinating and directing all field work as well as overseeing the duties of the Leadmen, assigning jobs to crews and individuals, maintaining discipline and enforcing regulations and policies as directed by the Employer especially in regards to the promotion of safety. The Shop Foreman shall oversee the training and job assignments of apprentices and insofar as possible, give the apprentice the instruction recommended by the Joint Apprenticeship Training Committee. The Shop Foreman shall, whenever possible, devise new methods of operation that will benefit both the Employer and employees. In accepting authority, the Shop Foreman will also accept responsibility.
2. The Shop Foreman will receive a minimum of fifteen percent (15%) above the Journeyman Glaziers Net Wage Rate.

- (a) Shop Foreman shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Shop Foreman who has failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Shop Foreman for any Employer until such time as he or she completes the required training.

### **Section C. Leadman**

1. The duties and responsibilities of the Glazier Leadman shall include handling the Company paperwork on the job, assigning and supervising work, maintaining performance requirements, conducting liaison with the general contractor's or owner's representative, maintaining communications with his company and maintain safe working conditions and practices throughout the course of the job. They shall also be permitted to perform during working hours certain Union duties such as: job notification and determining if all work covered by this Agreement is to be performed by members of the Unions party to this Agreement. Further, it shall be the duty of the Leadman to return the Company's unused material and equipment to the Company.
2. When three (3) or more employees covered under this Agreement are on a job of four (4) days' duration or more, one (1) Journeyman Glazier in good standing with the Union shall be the designated Leadman, for the duration of the job. After the first Leadman and the Job Foreman have been designated on a particular job an additional Journeyman Glazier in good standing with the Union shall be the designated Leadman when twenty (20) or more employees covered under this Agreement are on a job of four (4) days' duration or more, and one (1) additional Journeyman Glazier in good standing with the Union shall be the designated Leadman for each additional fifteen (15) employees.
  - (a) The definition of "Duration of the Job" is the primary contract and does not include change orders, call back or glass breakage and reglaze labor, providing that none of the exceptions require three (3) or more employees for four (4) days or more on each separate operation.
3. The Leadman will receive a minimum of ten percent (10%) above the Journeyman Glaziers Net Wage Rate.
  - (a) Leadman shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Leadman who has failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Leadman for any Employer until such time as he or she completes the required training.

### **Section D. Regular Employees**

Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule, which shall be determined based upon the county in which the Employer's principle place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.

### **Section E. Continuing Education**

1. Each Journeyman Glazier shall annually obtain a minimum of sixteen (16) hours Glazier-trade and/or safety education training. The curriculum for such continuing education shall be established and provided by the STAR Program.
2. Each Journeyman Glazier shall successfully complete and maintain safety training and possess a valid certification card for the following:
  - (a) First Aid
  - (b) Fork Lift Operator
  - (c) OSHA-10
  - (d) OSHA-30
  - (e) Scaffolding
  - (f) All aerial man lifts
  - (g) Swing Stage

### **Section F. Working Hours**

1. The normal work week for each Journeyman Glazier shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The Employer may establish a schedule of Tuesday through Saturday work week schedule for the Journeyman Glazier. Such schedule may not be changed any more often than once in a thirty (30) day period without consent of the Journeyman Glazier and the Union.
2. The normal work day for each Journeyman Glazier shall consist of eight (8) consecutive hours performed between the hours of 6:00 a.m. and 5:00 p.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. There shall be no split shifts allowed. All other work shall be considered overtime and shall be paid for accordingly.
3. Upon prior written Agreement between the Employer and the Union, starting and finishing times different from those set forth in Section 2 may be established (shift work). Shift work may only be established on jobs of five (5) days duration or more.

- (a) If a second (2nd) shift is established, the normal work day for each Journeyman Glazier shall consist of seven and one-half (7-1/2) consecutive hours performed between the hours of 12:00 p.m. and 12:00 a.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. The second shift shall be paid eight (8) hours at ten percent (10%) above the Journeyman Glaziers Net Wage Rate. All other work shall be considered overtime and shall be paid for at the rate of double time.
  - (b) If a third (3rd) shift is established, the normal work day for each Journeyman Glazier shall consist of seven and one-half (7-1/2) consecutive hours performed between the hours of 7:00 p.m. and 7:00 a.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. The third shift shall be paid eight (8) hours at fifteen percent (15%) above the Journeyman Glaziers Net Wage Rate. All other work shall be considered overtime and shall be paid for at the rate of double time.
  - (c) Personal preparation for work and cleanup shall be done before starting time and after quitting time, and shall not be a part of the eight (8) hours constituting a day's work.
- 4. When commencing work on any day, Monday through Friday, Journeyman Glaziers governed by this Article shall be employed for not less than eight (8) hours per day. However, any Journeyman Glaziers reporting for work after the regular starting time shall be paid only for the hours worked, but not less than four (4) hours. When a Journeyman Glazier leaves the job, at his own discretion, they shall be paid only for the hours worked. When weather, natural conditions, or emergency situation beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but not less than four (4) hours. It shall be incumbent upon the employee to notify their Employer immediately upon being advised of the emergency.
  - 5. Unless given notice individually within two (2) hours after their regular shift that their services are not required the following regular work day, all employees reporting for work, shop or jobsite at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or telegraph.
  - 6. A four (4) ten (10) hour day work week may be implemented upon approval of the Union, Employer and employee. When a four (4) ten (10) hour day work week is established, it shall be for four (4) consecutive week days.

### **Section G. Overtime**

The overtime rate of pay shall be as follows:

- 1. For the first two (2) hours, after the first eight (8) regular hours, Monday through Friday, and the first eight (8) hours of a Designated Day Off, time and one-half.

2. Saturdays, Sundays, holidays, shift work overtime and four (4) ten (10) hour day work week overtime and all other overtime work shall be paid for at the rate of double time. Employees working Saturdays, Sundays and holidays shall be employed for not less than two (2) hours.
3. The Employer, prior to commencing any weekend, Designated Day Off, or Holiday work shall notify the Union, in writing. Overtime permits shall be obtained from the Union. Whenever an overtime permit is requested under this Section by the Employer, its issuance shall not be unreasonably withheld by the Representative of the Union. When emergencies arise, the Employer shall call the Union Representative or answering service of the Union and give the name of his firm and the name of the person calling, and the name and location of the emergency job and the number of men working on such emergency job. The Employer may then proceed with the emergency job.
4. Subject to the provisions of this Article, all call back time after the regular shift shall be paid for at the rate of double time. When an employee cannot be contacted at the jobsite for reasons beyond the control of the Employer and the employee is contacted at his home within a two (2) hour span after his regular shift, such a situation will not constitute a break in employment (Section G, "Emergency Board-Up" and Section E "shift work" does not apply to this Section).
5. The Employer, when performing overtime work or work on Saturdays, Sundays and Holidays, pursuant to this Section shall utilize his own employees on such work, and shall not utilize the regular employees of another Individual Employer without the prior consent of such other Employer, except in the case of legitimate emergencies. In which case, such other Individual Employers shall be notified on the first working day thereafter.

#### **Section H. Emergency Board-Up**

1. Emergency Board-Up work shall be defined as work performed after the normal work shift when the employee is designated by the Employer to be available to receive calls from a telephone directory listed emergency telephone number, an emergency answering service or other answering device, supplied by the Employer.
2. For this work the employee shall be compensated at one and one half times their hourly Taxable Net Wage, two (2) hours minimum, starting from the point where the calls are received and return to the point of origin.

#### **Section I. High Pay**

An employee working from a swing stage, scissor, fork or other mechanical or hydraulic lift on a building or structure shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour above their hourly Net Wage Rate for each hour worked on such equipment. High pay is described as work performed above two (2) floors from the ground on each elevation.

#### **Section J. Reduced Wage Rates**

Employees whose age or physical condition prevents them from earning the current rate of wages may be permitted to work for less than the wage rates set forth in Section A by mutual Agreement of the employee, the Employer and the Union.

## **Section K. Exceptional Conditions**

It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "Exceptional Condition," and an employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

- (1) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of District Council 16. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within two (2) business days of the request.

## **Section L. Jurisdiction of Work**

The jurisdiction of work for the Journeyman Glazier shall include the handling, cutting, processing, preparing, setting or removing by any means, including mechanical glass handling equipment on the job, of the following types of glass, sealants, assembly and/or installation of same:

### **1. Glass**

All glass including but not limited to Art, Automobile, Beveled, Cathedral, Chalkboard, Colored, Environmental, Figured, Glare Reducing, Glass Projection Screens, Heat Absorbing, Insulating, Photo Voltaic, Laminated, Leaded, Mirrors (of all types), Obscure, Opaque, Plate, Prism, Protective, Rolled, Sheet, Structural, Tempered, Tinted, Translucent, Transparent, Wired, X-Ray Shielding Glass, including Plastics or other similar materials when used in place of glass, and when installed in Wood, Stone, Rubber (natural or synthetic), Metal of all types, sash, doors, skylights, louvers, sliding and fixed showcase doors, glass doors, partitions, in the shop and on the jobsite, whether temporary or permanent, on or for any building in the course of repair, remodel, alterations or construction.

### **2. Sealants**

All facing materials, caulks, and sealing materials including but not limited to Putty, Acrylics, Butyl, Butyl Tapes, Rubber, Mastic, Epoxy, Hypalons, Neoprene, Nitriles, oil based caulks, oil based glazing compounds, Polybutene tapes, Polyisobutylene tapes, Polyethylenes, Polyurethane, Polyurethane; one and two parts, Polysulfides one and two parts, and all types of back up materials that may be required to make a complete seal. The types of sealants and back up materials, that are adjacent to materials as described in this Article, are included in the work of Journeyman Glaziers, Architectural Metal and Glass Workers.

### **3. Fabrication, Assembly and Installation of:**

- (a) Metals and Panels, Lead, Zinc, Aluminum, Stainless Steel, Fiberglass, Plastic, P.V.C. over metal, and all other types of materials including Extruded, Rolled, Shaped Metal Tubes, Mullions, Metal Facing Materials, muttons, Fascia Trim Molding, Porcelain Panels, Non-Ferrous Panels, Architectural Porcelain, Plastic Panels, Asbestos Panels, and any other materials when used in place of same relative to Store Front, Curtain Wall, Slope Glazing and Window construction, in any type of building in the course of repair, remodel, alteration or construction.

- (b) Doors, Door Closers, Hinges, Locks, Screens, Windows, including frames: including but not limited to Patio Sliding Doors, fixed units, vented and fixed windows, shower doors, bathtub enclosures, and storm sash, in all cases where the glass becomes an integral part of the finished product.
- (c) Mirrors, Glass, Metal or Plastic.
- (d) Insulating glass units, and solar heat collectors containing glass and Photo Voltaic panels or glass substitutes.

#### **4. Processing**

Processing of glass and any other materials when used in place of same, including but not limited to: Glass cleaning in the shop, mirror cleaning and stripping, beveling, silvering, scratch polishing, sandblasting, flat glass where cutting, miter cutting, engraving, hole drilling and machine operations including belt, automatic and all machines used in processing of glass.

#### **5. Art Glass**

Selecting, cutting preparing, designing, art painting, engraving, drafting, etching, embossing, chipping, glass bending, mosaic, glass shades, thick facet glass and fused glass.

### **Section M. Tools and Workmanship**

1. All work shall be done in conformity with the specifications on the job and concerning workmanship.
2. All equipment including, but not limited to, all mechanical and/or safety equipment, all specialty tools, all single use tools, all leveling tools (except torpedo level), all power tools (corded and cordless), all power tool accessories (drill bits, blades, batteries...), all consumable tool supplies (glass cutters, razor blades, utility knife blades, hacksaw blades, countersinks, screw tips...) and whenever a work process requires multiple tools of the same type, all such tools shall be furnished by the Employer. Employees shall exercise reasonable judgment in the care and protection of the Employer's tools and equipment.
3. Journeymen Glaziers shall furnish, for their own use, and maintain at their own expense the necessary set of basic hand tools in order for them to effectively install all work covered by this Agreement.

### **Section N. Welding**

Any certified welder covered by this Agreement, who does certified welding work shall receive a minimum of one dollar and twenty-five cents (\$1.25) per hour over their basic wage rate, but not less than four (4) hour's pay per day.

**THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AS STATED  
HEREIN:**

District Council 16

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

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Date