

K#: 9163



**CENTRAL TEXAS  
GLAZIERS  
COLLECTIVE BARGAINING  
AGREEMENT**

Between

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And

District Council 88  
Glaziers, Architectural Metal and Glass Workers  
Local Union 1778

June 1, 2006– May 31, 2011

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## PREAMBLE

This Agreement is entered into this 1<sup>st</sup> day of June, 2006, by and between \_\_\_\_\_, hereinafter referred to as the "Employer," and District Council 88, Glaziers, Architectural Metal and Glass Workers Local Union 1778, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC, a party of the second part, hereinafter referred to as the "Union."

## ARTICLE I Recognition

The Employer recognizes, and agrees that District Council 88, Local 1778 or its successors, within the meaning of Section 9 (a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all employees wherever such employees may be employed, in the classifications of work described in Article II.

## ARTICLE II Work Jurisdiction

**Section 1.** A journeyman glazier, as that term is used herein, means a person who has worked four (4) or more years in one (1) or more of the various branches of the glazing industry and possesses skills and qualifications at least equal to the standards required for Certificates of Completion of Apprenticeship in concurrence with the Apprenticeship Program established by this Agreement.

**Section 2.** The jurisdiction of work for employees represented by the Union shall be all work properly classified as outside glazier's work and requiring glazier's tools including driving of glazing installation trucks. Should there be any changes in the present method of work assignments, the Union will be consulted.

**Section 3.** None of the terms of this Agreement shall be construed as applying to automobile glass replacement work.

**Section 4.** The Union and Employer agree that, regardless of any Article or Articles of this Agreement to the contrary, work jurisdiction recognition as set forth in this Article shall not be applicable on any type work where such recognition would be in conflict with any existing written working jurisdictional agreement between the International Union of Painters and Allied Trades, and any other International Union of the Building Trades.

**Section 5.** Area Jurisdiction: the territorial jurisdiction claimed by Local Union 1778 for the Central Texas area includes the following Texas counties: Aransas, Atascosa, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Brooks, Burleson, Burnett, Caldwell, Cameron, Comal, DeWitt, Dimmit, Duval, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Hays, Hidalgo, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kleberg, Kimble, Kinney, LaSalle, Lee, Live Oak, Llano, Mason, Maverick, McMullen, Medina, Menard, Milam, Nueces, Real, Refugio, San Patricia, Starr, Travis, Uvalde, Val Verde, Webb, Willacy, Williamson, Wilson, Zapata, Zavala.

## **ARTICLE III**

### **Hiring**

**Section 1.** In hiring employees, the Employer recognizes that the Union is a source of skilled manpower, and may, therefore, use it as a source when in need of employees. When requested, the Union agrees to refer to the Employer qualified and experienced workers, insofar as they are available, to be considered by the Employer in the filling of such positions. Should the Union fail to furnish workers who meet the skill and experience qualifications requested by the Employer within forty-eight (48) hours of the request, the Employer may fill the openings in whatever manner the Employer judges appropriate. At the Employer's discretion, employees hired under this condition do not have to be replaced if glaziers or apprentices subsequently become available. The Employer retains the right to reject any job applicant. The applicant, if employed, will receive no less than four (4) hours work or reporting pay.

**Section 2.** To provide a safe work place all members that are referred to the Employer from the Union after November 1, 2006 will have successfully completed OSHA 10 hr, Competent Scaffold, First Aid, and CPR training. Each member will have also been drug tested and had a criminal back ground check performed.

## **ARTICLE IV**

### **Work Conditions**

**Section 1.** Members of the Union will not work for any glazing contractor that has not signed this Agreement or one similar as approved by the International Union of Painters and Allied Trades, AFL-CIO, CLC or any Employer who does not live up to the provisions contained herein.

## **ARTICLE V**

### **Work Week and Overtime**

**Section 1.** The regular week's work shall consist of eight (8) working hours each day, beginning Monday and ending Friday of each week, for a total of forty (40) working hours. Starting time for a regular workday shall begin between the hours of 6:00 A.M. and 8:00 A.M., and continue forward to constitute a regular eight (8) hour day. For job site only, and when necessary, the Union will grant authority to deviate from the above working hours. Approval will not arbitrarily be withheld. Any work performed by an employee in excess of forty (40) hours per week shall be considered overtime and paid for at time and one-half (1 1/2) basis. If an Employee has not worked forty hours (40) in the pay week because of a personal loss of time reason the overtime rate of pay will begin after forty hours has been completed. If the employer or weather is responsible for the Employees not attaining the forty hours all work an on Saturday will be at the overtime rate of pay.

**Section 2.** Four (4) ten (10) hour days - Upon notifying the Union prior to the start of a new work week, the Employer may establish the standard work day to be a ten (10) hour consecutive period starting between the hours of 6:00 A.M. and 8:00 A.M., Monday through Thursday, inclusive. Any work performed by an employee in excess of ten (10) hours per day or forty (40) hours per week shall be considered overtime and paid for at time and one-half (1 1/2) basis. In the event the job is down for eight (8) or more hours due to weather conditions, Friday may be used as a make-up day with no more than ten (10) hours to be worked.

**Section 3.** Second Shift - Upon notifying the Union prior to the start of a new workweek, the Employer may establish a second shift between the hours of 4:00 P.M. and 6:00 P.M., using the following schedule:

- A.** Workday shall consist of seven and one-half (7 1/2) hours; employee shall receive eight (8) hours pay.
- B.** One-half (1/2) hour shall constitute the meal period.

**Section 4.** Third Shift - Upon notifying the Union prior to the start of a new work week, the Employer may establish a third shift between the hours of 11:00 P.M. and 1:00 A.M., using the following schedule:

- A.** Workday shall consist of seven (7) hours; employee shall receive eight (8) hours pay.
- B.** One-half (1/2) hour shall constitute the meal period.

**Section 5.** All work performed on Sundays and designated holidays shall be paid at a rate of double time. Overtime hours and/or pay shall not be pyramided. On jobs where it is impossible to eat lunch in thirty (30) minutes, lunch shall be one (1) hour, so long as an eight (8) hour working day is achieved.

## **ARTICLE VI Holidays**

**Section 1.** The recognized holidays of District Council 88, Local Union 1778 shall be the following: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve and Christmas Day. The employee's birthday shall also be considered a holiday. Employee's birthday can be used as a floating holiday so long as at least one (1) week's notice has been given, to the Employer, before the holiday is taken. All holidays with the exception of the day after Thanksgiving and the floating holiday are paid holidays at the straight time rate based on eight hours.

## **ARTICLE VII Reporting Pay**

**Section 1.** It shall be optional with the Employer as to whether the men report to the job site or to the Employer's warehouse for the start of their day's work. When men are requested to report to the warehouse, and do report, time shall start and end at the warehouse, except where a job is of at least a days duration and employees have been told when leaving the warehouse, not to return at the end of the day. It is the responsibility of the employee to report to his Supervisor each afternoon to discuss progress during the day and determine where he is to report the next morning.

**Section 2.** When an employee is called for work or has not been told the night before that there would be no work the next day, he shall be paid not less than two (2) hours based on the straight time hourly rate, provided weather is such that work can be performed.

**Section 3.** If any employee has to report back to work from home after the regular quitting time, he shall receive a minimum of two (2) hours overtime rate of pay. Saturday and Sunday work shall be paid as follows:

- A. Emergency Replacement Work - a minimum of two (2) hours overtime rate of pay. Pay to be from home to home within Austin City limits.
- B. New Jobs – a minimum of two (2) hours overtime rate of pay.

**ARTICLE VIII**  
**Out Of Town Expenses – Riding Time - Mileage**

**Section 1.** When workmen are sent outside of the forty (40) mile radius (Austin the Travis County Court House for Austin based contractors or Bexar County Court House for San Antonio based Contractors) in the course of their employment and are required by the Employer to remain out of town overnight, each workman shall receive a minimum of \$63.00 per day expense allowance based on the following schedule for lodging and meals.

Monday	\$63.00
Tuesday	\$63.00
Wednesday	\$63.00
Thursday	\$63.00
Friday - If workman returns to Warehouse before 6:30 P.M., Lunch and Supper	\$20.00

These allowances are based on the following:

Breakfast	\$ 7.00
Lunch	\$ 9.00
Supper	\$11.00
Lodging	<u>\$36.00</u>

**Section 2.** Employees working outside of the forty (40) mile parameter shall be paid riding time to and from the job site. The riding time rate of pay outside of regular working hours, on work beyond the limits stated above, including Saturday and Sunday, shall be paid at two-thirds (2/3) of the straight time hourly rate, computed at a time and one-half (1 1/2) basis

**Section 3.** Employees, when requested by the Employer to use his own car on jobs outside the forty (40) mile parameter, shall be paid at the rate of forty cents (\$0.40) per mile regardless of the number of employees accompanying him.

**ARTICLE IX**  
**Wages & Fringes**

**Section 1.** For all wages and fringe benefits for the Central Texas glazier’s journeymen and apprentices, see Appendix A at the end of this agreement, which is made part of this agreement.

**ARTICLE X**  
**Apprenticeship Program**  
**Joint Apprenticeship & Training Program**

**Section 1.** The Agreement between the Employer and the Union party to this agreement regarding the Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) is as follows:

- A.** Commencing with the 1<sup>st</sup> day of June, 2003, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) for each employee covered by this Agreement, as per Appendix A.
- 1.** For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to the above named Apprenticeship Fund.
  - 2.** Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeymen, trainees, and probationary employees.
  - 3.** Payments to the Joint Apprenticeship and Training Fund required in the paragraph above should be made to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF), which was established under an Agreement and Declaration of Trust, effective May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
  - 4.** The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF), such Trustees as are now serving, or who will in the future serve as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
  - 5.** The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF), such Trustees as are now serving, or who will in the future serve as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
  - 6.** The parties hereto further agree to be bound by all action taken by the Trustees of the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) pursuant to the said Agreement and Declaration of Trust.
- B.** All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

- C. If an Employer fails to make contributions to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) within thirty (30) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with the Agreement, any other provision thereof 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.
- D. The Apprenticeship Plan adopted by the Trustees of said Apprenticeship funds shall at all times conform with the requirements of said Internal Revenue Code so as to enable the Employer at all times to treat contributions of the Apprenticeship Funds as a deduction for income tax purposes.

**Section 2.** Ratio of Apprentices to Journeymen - Employers must employ four (4) journeymen before employing an apprentice. Once four (4) journeymen are employed, the Employer may hire apprentices at a ratio of two (2) apprentices for every journeyman employed. It is further agreed an apprentice may work by himself.

**Section 3.** The International Union of Painters and Allied Trades Local Union 1778 Apprentice Agreement and Declaration of Trust shall become a part of this Agreement and govern the Apprenticeship Program and matters related to Apprenticeship.

**Section 4.** The local standards shall delegate to the Joint Apprenticeship Committee full authority and responsibility for training of glazier apprentices in all phases of the glazing industry during a training period of three (3) years and six (6) months Apprenticeship.

**Section 5.** If, at any time during the life of this Agreement, the Joint Apprenticeship Committee should determine that the ratio of apprentices to glaziers or maximum number of apprentices permitted any one Employer, as provided elsewhere in the Agreement, is insufficient, the Joint Apprenticeship Committee shall then make a recommendation to the Union and Employer groups for change of ratio or maximum number permitted an Employer. If the recommendation is accepted by the Union and Employer groups, the Joint Apprenticeship Committee shall then have authority to grant additional apprentices.

## **ARTICLE XI**

### **Union and Industry National Pension Fund**

**Section 1.** The only agreement between the Employer and the Union party to the Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

- A. Commencing with the 1<sup>st</sup> day of June, 2003, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Union and Industry National Pension Fund for each employee covered by this Agreement as follows:

- B.** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution to the above named Pension Fund per Appendix A
- C.** 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 the Agreement, shall be counted as hours for which contributions are payable.
- D.** 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.
- E.** Payments to the Pension Fund required above should be made to the International Union of Painters and Allied Trades 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.

**Section 2.** The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

**Section 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 Article V, Section 6, of the said Agreement and Declaration of Trust.

**Section 4.** If an Employer fails to make contributions to the Pension Fund 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 payments due, together with attorneys 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 5.** The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

## **ARTICLE XII**

### **Health & Welfare**

**Section 1.** The Employer agrees to contribute the amount per hour as specified in Appendix A worked by journeyman glaziers and apprentices under the Agreement, into a Health and Welfare Trust Fund.

**Section 2.** Any contributions by the Employer will begin on the Employer's first payroll period following written notification certifying the following:

- A. The monies so contributed shall be applied to a trust fund, which meets and shall continue to meet the Internal Revenue Service regulations in order that the Employer's contributions are fully deductible as a business expense for income tax purposes.
- B. That all such monies shall be used for the sole purpose of providing health and welfare benefits for duly qualified and eligible employees covered by this Agreement.
- C. The address to which contributions are to be mailed.
- D. That all eligible employees have been accepted for coverage under the plan. The Joint Trustees of any existing or new plan must send written notification.

### **ARTICLE XIII Vacation Savings**

**Section 1.** The Employer agrees to deduct after taxes four percent (4%) of the existing journeyman scale for each hour worked, for each employee covered by this Agreement. These monies shall be paid into the Union Fidelity Federal Credit Union, 1415 North Loop West Suite 110, Houston, TX 77008, for distribution.

### **ARTICLE XIV Administration of Fringe Benefits and Payroll Deduction**

**Section 1.** National Apprenticeship Funds and Labor Management Cooperation Initiative Funds to be forwarded to the National Apprenticeship Fund for disbursement.

**Section 2.** The Health and Welfare Benefits are to be forwarded to – Benefit Resources, Inc., Mark Crandell, 8441 Gulf Freeway, Suite 304, Houston, TX 77017.

### **ARTICLE XV Preservation of Work Clause**

**Section 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.

**Section 2.** All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees

covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of 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 Joint Trade Board or Arbitrator shall also be able to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

**Section 3.** If, after an employer has violated this Article, the Union and/or the Trustees of one (1) or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorney's fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE XVI**

### **Support of Primary Activity**

**Section 1.** 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.

## **ARTICLE XVII**

### **50/50 – Out Of Jurisdiction**

**Section 1.** The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than 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 2.** The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the 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 geographic 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 District Council or Local Union 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.

**ARTICLE XVIII**  
**Foreman's Pay**

**Section 1.** Foreman's pay of one dollar (\$1.00) per hour, in addition to the base wage rate, will be paid on major projects that are architecturally designed and supervised, and that are estimated in excess of one hundred sixty (160) man-hours of jobsite labor. Management will advise the foreman of the jobs that fall in this category.

**Section II.** Project Supervisor pay of two dollars (\$2.00) in addition to the base wage will be paid on major projects exceeding 300 man hours that are architecturally designed and supervised. To be a Project Supervisor the employee must successfully complete the IUPAT STP class before they can be considered for the supervisor position. The Project Supervisor position is a project to project position

**ARTICLE XIX**  
**Payday**

**Section 1.** Employers are to maintain a weekly pay day, which shall be on a Friday or Wednesday of each week, no later than quitting time, at which all employees must be paid in full with lawful money of the United States of America or check. If the Employer offers Direct Deposit the employee has the option to receive the monies in that fashion at the pay days prescribed above. If the employee decides to be paid by check the check must be postmarked no later than the day of the direct deposit as prescribed above. If the Employee's or Employee do not receive the monies owed as prescribed as above in this article the Employee will be paid for waiting at the overtime rate. Not more than (1) week wages are to be retained by the employer.

**ARTICLE XX**  
**Workers' Compensation**

**Section 1.** The Employer agrees to carry Workers' Compensation insurance for all employees covered by this Agreement and shall furnish the Union with a Certificate of such insurance.

**ARTICLE XXI**  
**Safety - Tools**

**Section 1.** The Employer and Union members will abide by all Federal Occupational Safety and Health (OSHA) laws. As a condition of employment, all safety devices and apparel furnished by the Employer must be used or worn by the employee at the request of the Employer, and employees must report to duty wearing proper attire, including safety shoes.

**Section 2.** It is agreed that all equipment furnished to the glaziers by the Employer shall be in safe condition. The Company will furnish all power tools necessary to perform the required work.

**Section 3.** All journeyman glaziers, in order to be employed in the trade, shall have a complete set of tools to properly perform the work required. Tools for apprentices shall be required to their grade. Minimum requirement of tools for journeyman glaziers is indicated below.

GLAZIERS TOOL LIST			
Allen Wrenches	Set		
Angle Divider			
Caulking Gun			
Chalk Box	Chalk		
Chanel Locks			
Clamps ©	3"	6"	
Cold Chisels	1/2"	1"	
Combination Square	12" bade	3'blade	
Cresent Wrench	8"	12"	
Files	set		
Glass Pliers	Plate	Offset	Running
Hack Saw Frame			
Hammers	16oz	Dead Blow	Plastic/rubber
Hole Punch			
Jimmy Tool			
Nail sets			
Paint Brush	4"		
Plumb Bob			
Pop Rivet Gun			
Pry Bar	18"		
Putty Knives	1 1/8"	2"	
Razor Knief Holder			
Rubber cutter			
Rubber Roller			
Scratch Awl			
Screw Drivers	Set	Phillips	
ScrewDrivers	Set	Stright	
Socket Set	American	Metric	
Tap Holder			
Tape Measure	25"		
Tin snips	Stright	Left	Right
Tool box	Lock		
Torpedo Level	10"		
Vise Grips			
Wood Chisels	1/4 inch	1/2 inch	1" inch

**Section 4.** The Employer will furnish the employee with the initial issue of one (1) hard hat and one (1) pair of rubber gloves. This equipment will be replaced if the old equipment is turned in for replacement, otherwise gloves and hard hats will be charged to the employee at the invoice cost. Tools issued by the Employer and signed for by the employee will be the responsibility of the employee.

## **ARTICLE XXII Business Representative**

**Section 1.** The Business Representative of the Union, or a Representative of the International Union shall have the right during business hours to check time sheets and payroll records of the Employer pertaining to glazier employees.

## **ARTICLE XXIII Non-Discrimination**

**Section 1.** It is the policy of the parties of this Agreement to provide equal employment opportunities and to apply the provisions of this Agreement without regard to race, creed, color, religion, national origin, age, sex, handicaps, veteran status or Union membership. Notwithstanding any other provision of this Agreement, the parties, by mutual agreement, shall take such actions that are necessary to effectuate compliance with the Americans with Disabilities Act. The Union and Employer further agree to comply with all civil rights legislation and executive orders applicable thereto. It is agreed that Union activity will not be carried on during company time.

## **ARTICLE XXIV Check-Off Dues**

**Section 1.** Every Employer signatory to this Agreement hereby agrees to check-off from wages of any employee covered by this Agreement, dues in the amount specified in the Union's By-Laws and to remit said amount to the Union in the following manner:

- A.** The Union will notify the Employer in writing of the amount of dues specified in the By-Laws and will submit to the Employer a copy of the By-Laws or the applicable By-Law provision.
- B.** On or before the 20<sup>th</sup> of each month, the Employer will submit to the Union's designated Financial Secretary the amount of dues to be deducted from each employee for the month previous, with a form supplied by the Union.
- C.** Voluntary authorization forms for the deduction of Union dues shall be delivered to the Employer's designated representative in the following manner: A new employee shall submit a signed dues authorization form to the Employer at the same time that they sign a W-2 form. All existing employees shall submit signed dues authorization cards to their Employer, and the Employer is obligated to start deductions only after receipt of such card and at a date mutually agreed upon with the Union.

**D.** Individual voluntary authorizations shall remain in full force and effect unless and until the employee shall revoke it by timely written notice delivered to the Employer.

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

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

## **ARTICLE XXV Contract Work**

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

## **ARTICLE XXVI Savings Clause**

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

## **ARTICLE XXVII Successor Clause**

**Section 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 assignees.

**Section 2.** In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

**Section 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 and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such

contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

**Section 4.** In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

## **ARTICLE XXVIII**

### **Work Restriction**

**Section 1.** Upon signing this Agreement the Employer agrees to relinquish his right to use the tools of the trade, except for purposes of instruction or in cases of emergency. He further agrees the same restriction shall apply to a partner or any other person in an official management or supervisory capacity in the Employer's business.

## **ARTICLE XXIX**

### **Job Stewards and Shop Stewards**

**Section 1.** Job Stewards and Shop Stewards shall be designated in all shops and on all jobs by the Union. Notification of Stewards shall be submitted by the Union to the Employer.

The duties of Job and Shop Stewards shall be as follows:

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

**Section 2.** The Job Steward and Shop Steward shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. They shall have the authority to check the identification of employees employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any employee for making a complaint to the Steward or for giving evidence with respect to an illegal violation of this Agreement.

## **ARTICLE XXX**

### **Grievance**

**Section 1.** It is recognized that on occasion a complaint may arise between the Employer and the Union concerning the meaning or application of or compliance with any Article or Section of this Agreement. Such complaints may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or from countless other ways in which there was no intent to cause a misunderstanding. The Employer and the Union desire that such differences be promptly settled so that efficiency may not be interrupted, and morale and earning of employees shall not be impaired.

**Section 2.** The procedure for the orderly and prompt disposal of complaints shall be as outlined below. This procedure shall be available to the Employer and the Union.

- A.** One (1) representative of the Employer and one (1) representative of the Union shall meet to discuss and adjust the complaint. If the complaint is not satisfactorily adjusted within five (5) working days from the date the representatives meet to discuss the complaint, it may be submitted to arbitration by either Party.
- B.** Written notice of intent to arbitrate must be served by Registered Mail within ten (10) working days subsequent to the fifth (5<sup>th</sup>) working day from the date the representatives meet to discuss the complaint. The Notice of Arbitration shall clearly state the complaint and set forth the Article(s) and Section(s) of this Agreement alleged to be violated.
- C.** The Employer and the Union shall request the Director of the Federal Mediation and Conciliation Service to submit a list of seven (7) names of suggested arbitrators. Such requests shall have attached to it the Notice of Arbitration.  
The Employer and the Union, within five (5) working days after receipt of said list, shall meet and select the Arbitrator by alternately striking three (3) names each from the list. The seventh (7<sup>th</sup>) or remaining name shall be accepted by both the Employer and the Union as the impartial Arbitrator.
- D.** The Arbitration Board shall consist of one (1) representative from the Union and one (1) representative from the Company, and the impartial Arbitrator. The members designated by the Employer and the Union shall be entitled to sit and advise the impartial Arbitrator, but these two (2) members will not vote on the decision.
- E.** It is understood and agreed that the Arbitrator shall not have the power to add, subtract from or modify any terms of this Agreement or any Agreements made supplementary hereto, but shall only have the authority to interpret the provisions of this Agreement and to determine compliance with this Agreement. The Arbitrator's decision will be retroactive to the date the grievance was discussed.
- F.** The Arbitrator shall render his decision, in writing, and deliver a copy to each party within five (5) days of the Hearing.
- G.** Each party will pay the expenses of his own representative. The fee and expenses of the impartial Arbitrator and Shorthand Reporter shall be divided equally between the Employer and the Union.

**Section 3.** In view of Sections 1 and 2 of this Article, it is understood that there shall be no strike, sit-down, slow-down, work stoppage, or lockout during the life of the Agreement. It shall not be considered a violation of this Section of the Agreement if glaziers are compelled to cease work due to a lawful picket.

**ARTICLE XXXI**  
**IUPAT Top Work Place Performance**

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

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

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and Two (2) members appointed by the Employers Association" may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

**Article XXXII**  
**Bonding Letter of Credit**

It is agreed by both parties that fringe contributions and payroll deductions covered by this agreement which include health and welfare, pension, apprenticeship funds, vacation funds, administrative dues, shall be paid to the administrator on or before the 20<sup>th</sup> of the month, following the month in which the hours are accrued. Should any Employer become delinquent in their payment to such funds as described above, that employer shall post a cash or surety performance bond or letter of credit within five (5) working days of becoming delinquent as per the following schedule.

1-5 employees	\$ 5,000.00
6-10 employees	\$10,000.00
11-15 employees	\$15,000.00
16 or more employees	negotiated with union

**ARTICLE XXXIII**  
**Agreement of the Parties**

This Agreement shall be effective beginning the 1<sup>st</sup> day of June, 2006 and shall continue in force and effect until the 31<sup>st</sup> day of May, 2011 and shall continue in force and effect from year to year thereafter, unless either party shall desire to change any of the terms herein, in which case written notice of the changes desired must be served to the other party at least sixty (60) days prior to the expiration date.

**FOR THE UNION**

District Council 88  
IUPAT LOCAL UNION 1778  
1930 S. Austin Ave. #101  
Georgetown, TX 78664  
512-819-4681  
512-819-4681 Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For The Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A**  
 Central Texas Area Glazier

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

**WAGES & FRINGES**

	<u>6/1/06</u>	<u>6/1/07</u>	<u>6/1/08</u>	<u>*10/13/08*</u>	<u>6-1-09</u>	<u>6-1-10</u>
Journeyman Wage	<b>\$16.85</b>	<b>\$17.35</b>	<b>\$18.05</b>	<b>\$18.65</b>	<b>Open</b>	<b>Open</b>
Fringes:						
Pension	<b>\$ 1.65</b>	<b>\$ 1.65</b>	<b>\$ 1.70</b>	<b>\$ 1.70</b>		
Health & Welfare	<b>\$ 3.84</b>	<b>\$ 4.14</b>	<b>\$ 4.14</b>	<b>\$ 3.50</b>		
LJATF*	<b>\$ 0.20</b>	<b>\$ 0.20</b>	<b>\$ 0.25</b>	<b>\$ 0.25</b>		
NJATF/LMCF**	<b>\$ 0.10</b>	<b>\$ 0.10</b>	<b>\$ 0.10</b>	<b>\$ 0.10</b>		
	<b>\$22.64</b>	<b>\$23.44</b>	<b>\$24.24</b>	<b>\$24.20</b>		

\* - \* **Glaziers Health and Welfare merged with Southern Painter Welfare Plan.**

**\*Local Union 1778 Joint Apprenticeship Training Fund**

**\*\*National Joint Apprenticeship Training Fund/Labor Management Cooperation Initiative**

**APPRENTICE RATES BASED ON JOURNEYMAN BASE RATE OF PAY**

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

1 <sup>ST</sup> PERIOD	75%	5 <sup>TH</sup> PERIOD	87%
2 <sup>ND</sup> PERIOD	78%	6 <sup>TH</sup> PERIOD	90%
3 <sup>RD</sup> PERIOD	81%	7 <sup>TH</sup> PERIOD	95%
4 <sup>TH</sup> PERIOD	84%		

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

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

The Union may, at its option, channel a stated portion of negotiated wages into any fringe benefit fund, provided the Union gives a thirty (30) day written notice, with such benefits administered by a Trust Committee made up of an equal number of representatives of Employers and Union members.