

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**DISTRICT COUNCIL NO. 711
INTERNATIONAL UNION
OF
PAINTERS AND ALLIED TRADES
GLAZIERS LOCAL UNION 1009**

AND THE

NEW JERSEY GLASS AND METAL CONTRACTORS ASSOCIATION

EFFECTIVE

MAY 1, 2011

THROUGH

APRIL 30, 2014

TABLE OF CONTENTS

ARTICLE 1	MUTUAL RECOGNITION	2
ARTICLE 2	JURISDICTION	4
ARTICLE 3	UNION SECURITY	5
ARTICLE 4	ADMINISTRATIVE DUES	6
ARTICLE 5	EXCLUSIVE HIRING HALL	6
ARTICLE 6	FUNCTION OF MANAGEMENT	9
ARTICLE 7	EFFICIENCY OF OPERATIONS	10
ARTICLE 8	APPRENTICES	10
ARTICLE 9	WAGES AND SCHEDULES	11
ARTICLE 10	REPORTING PAY	16
ARTICLE 11	TRAVEL AND AUTO EXPENSE	16
ARTICLE 12	HOURS AND OVERTIME	17
ARTICLE 13	HOLIDAYS	18
ARTICLE 14	CONTRACTURAL RELATIONS & OBLIGATIONS	18
ARTICLE 15	WORKING CONDITIONS	19
ARTICLE 16	FRINGE BENEFIT FUNDS	20
ARTICLE 17	INDUSTRY ADVANCEMENT FUND & POLITICAL ACTION FUND	22
ARTICLE 18	SAFETY	22
ARTICLE 19	UNION REPRESENTATIVE AND SHOP STEWARDS	24
ARTICLE 20	SUBCONTRACTING	25
ARTICLE 21	PRESERVATION OF WORK CLAUSE	25
ARTICLE 22	JOINT TRADE BOARD	26
ARTICLE 23	SUCCESSOR CLAUSE	27
ARTICLE 24	GENERAL SAVINGS CLAUSE	28
ARTICLE 25	MORE FAVORABLE TERMS	28
ARTICLE 26	DURATION CLAUSE	29

AGREEMENT

This Agreement is between District Council 711, International Union of Painters and Allied Trades, Glaziers Local Union 1009, hereinafter referred to as the "Union" and New Jersey Glass and Metal Contractors Association, hereinafter referred to as the "Association".

ARTICLE 1 MUTUAL RECOGNITION AND RELATIONSHIP

1.1 The Association hereby recognizes Painters District Council 711, Glaziers Local Union 1009 as the sole and exclusive bargaining agent, within the meaning of Section 9 (a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for such recognition pursuant to Section 9 (a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are the members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9 (a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act. This contract replaces the previous 8(f) agreement.

1.2 The Union recognizes the Association as the exclusive bargaining agent for all contractor employers.

1.3 This Agreement shall apply to all employees performing the work of journeymen or apprentices in the classification of Glazier for the Employer. In addition whether or not specifically referenced herein, this Agreement also applies to all employees performing any trade jurisdiction work identified and described in Article 2.

(A) The terms of employment, wages, hours of work and working conditions shall be maintained on a consistent basis for all employers and employees.

(B) The parties agree that any employer member of the Association entered into this agreement has the option to adopt or work under any other agreements, or terms or provisions thereof, which the Union has entered into with any other Employer performing such work.

1.4 The terms of this agreement shall be binding upon the assigns and successors of the respective parties.

1.5 The employer agrees to register all jobs in excess of twenty-five thousand dollars (\$25,000.00) by mail/phone/fax to the Union's main or local office in the area where the job is performed prior to starting any job. The original form shall be retained by the employer. Failure to comply is a violation of this agreement and is subject to a \$500.00 fine which must be paid to

the Joint Trade Board before continuing work on said job.

1.6 All employers shall report to the Union the loss of any contract to a non-signatory contractor.

1.7 Any employer engaged in work outside the geographical jurisdiction of the Union shall:

(A) Employ not less than 50% of the employed on such work from the residents of the area where the work is performed or from among the persons who are employed the greater percentage of their time in such area; any others shall be employed from the contractor's home area.

(B) Comply with lawful clauses of the collective bargaining agreement in effect in the other jurisdiction including, but not limited to, wages, hours of work, working conditions, fringe benefits and procedure for settlement of grievances; provided, however, employees brought into an outside jurisdiction by employers shall be entitled to receive wages, fringe benefits, and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In no case would an Employer be required to pay duplicate fringe benefit amounts.

1.8 Employees covered by this agreement have the right to respect any legal picket line validly established by a bona fide labor organization; the Union has the right to withdraw employees subject to this agreement if the employer is involved in a legitimate primary labor dispute with a bona fide labor organization.

(A) It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her employer undertakes to perform for an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or persons on strike.

1.9 An employer shall not engage in work covered by the agreement through the use or device of another business or corporation which such an employer owns or controls through the use or device of a joint venture with another employer or contractor without first consulting with the Union to establish to the union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions in effect in the area where said device is sought to be used. If the Union is not satisfied, it may resort to all legal or economic recourse, including cancellation of this agreement with said employer, notwithstanding any other provision of this agreement.

1.10 An employer from another territorial jurisdiction who has work to be performed in the territory of District Council 711 and seeks persons to perform the work, shall employ persons from the registration list in the ratio of one (1) person from said list to one (1) person from other sources. Employers from another territorial jurisdiction who bring employees from another jurisdiction to perform work in the territory of District Council 711 shall be entitled to receive

wages, fringe benefits, and conditions effective in the territory of District Council 711 or their home jurisdiction, whichever is more favorable to such employee.

1.11 (A) It is stipulated and agreed that the below named officer is the authorized Representative of the Union:

Harry J. Harchetts, Business Manager/Secretary Treasurer

(B) It is stipulated and agreed that the below named officer is the authorized Representative of the Association:

Bernard Gingras, Executive Director



(C) In the event that either representative is no longer authorized by their respective organizations, that party shall provide the other party with the name and address of the new authorized representative by registered letter, return receipt requested.

**ARTICLE 2
JURISDICTION**

2.1 The territorial jurisdiction of the Union includes the State of New Jersey.

2.2 The union shall have jurisdiction over:

Glaziers, Architectural Metal and Glass Workers: General Glazing will include, but not be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: Glass and Glass substitutes used in place of glass, pre-glazed windows, retrofit windows systems, mirrors, curtain wall systems, window wall systems, suspended glass system, louvers, photovoltaic and other collection systems, skylights, entranceways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metal as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons. Art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, wire glass, ribbed glass, ground glass, colored glass, figured glass spandrel glass all types of opaque glass, glass marker boards, structural glass, tempered and laminated glass, neoprene gaskets, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures; (2) the installation of the above systems materials when in the shop or on the jobsite, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyl's, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals,

INITIAL  

aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window (s) frame assemblies such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above; (5) Shop Workers: bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, gravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, etching, embossing, abrasive blasting, chipping, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other metals; the fabrication and distribution of all glass and glass-related products; (7) any and all handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

2.3 In the event the Employer exclusively assigns work under this Agreement to the Union, the Union shall be notified of such assignment in writing within sixty (60) days, or as soon as practical of the commencement of such assignment. In turn, the Union shall assure the Employer that other trades shall not interfere with such assignment. In the event an adjustment in such an assignment results in requiring the Employer to adjust the assignment by employing a composite crew, the Employer shall receive work rule considerations in order to compensate for increased labor costs. In case of composite crews, Glaziers will permit other trades who are members of the composite crew to perform all required work on the job. However, the setting of glass shall be the exclusive right of the Glazier.

2.4 The forgoing is not all-inclusive and may be enlarged or otherwise changed by the action of the General Executive Board in a manner not inconsistent with the express provisions of the constitution provided, however that any changes are approved by the association.

ARTICLE 3 UNION SECURITY

3.1 All present employees who are members of the Union on the effective date of this agreement or on the date of execution of this agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and shall remain members in good standing of the union as a condition of employment on/or after the eighth (8th) day following the beginning of their employment, on and after the eighth (8th) day following the effective date of this agreement or on the date of execution of this agreement,

INITIAL AGW BJL :

requirements. All such selection and referral shall be in accordance with the following procedure set forth in this Article.

5.4 The Union shall maintain a register of qualified journeyman applicants for employment, established on the basis of the following Groups listed, Each applicant for employment shall be registered in the highest priority Group in which he/she qualifies. Applicants shall then be referred to available jobs by means of "Group priority" in the chronological order in which they register in the Group. When all qualified applicants in Group I have been referred, qualified applicants from Group II shall be referred.

Group I: All qualified journeyman applicants for employment who are residents of the geographical jurisdiction of Glaziers Local Union 1009 or those who have been employed for a period of at least one (1) year in the last four (4) years in the geographical jurisdiction of Glaziers Local Union 1009.

Group II: All other applicants for employment who satisfy the requirements for "qualified journeyman" status.

For the purpose of satisfying the standard set forth in the Group I or Group II provisions, a "qualified journeyman" shall be any applicant who has at least four (4) years of actual, practical working experience in the glass and glazing trade as a journeyman or an apprentice; and

- (1) Has successfully served an apprenticeship at the glass and glazing trade under an apprentice program established by an IUPAT affiliated District Council or Local Union; or
- (2) Has passed a journeyman examination given by the District Council 711 Examining Board; or
- (3) Has successfully passed a competency examination that adequately tests the degree of skill and training necessary to be a competent journeyman.

Definitions:

1. "Resident" means a person who has maintained his/her permanent home in the above-defined geographical area plus any contiguous area within a fifty (50) mile radius of the geographical boundary described above for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning home to this area as his or her permanent home.

2. "Examination" is defined to include only written and/or practical examinations given by the IUPAT District Council 711 FTI Apprentice Committee or the

IUPAT District Council 711 Examining Board, or by any duly constituted District Council or Local Union affiliated with the IUPAT.

If the registration list is exhausted, and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, except Saturdays, Sundays, and holidays; the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union within five (5) days of their date of hire of the names, addresses, and Social Security numbers of such directly hired employees. As a condition of employment on or after the eighth (8th) day following the beginning of their employment these new hires shall become and remain members in good standing of the Union.

5.5 Employers shall advise the Union of the number of applicants and any special skills and certifications needed. The Union shall refer applicants to the Employer by first referring applicants in Group I in the order of their places on the register, and then referring applicants in the same manner, successively, from the other groups. This provision, and the language set forth in Section 4 notwithstanding, an Employer shall be permitted to review the available names of applicants on the referral list and select individuals for referral as follows:

- (A) The Employer may recall individuals who have been employed, by the Employer within the past twenty-four (24) months, notwithstanding their place on the referral list; and
- (B) The Employer may select individuals with special skills and certifications; and
- (C) The Employer may select an individual by name, notwithstanding his/her place on the referral list provided the Employer hires the next individual needed from the list (at a minimum, every other referral must come from the chronological list in the applicable group).

5.6 For one (1) time project agreements and for organizing purposes the Union has the right to refer applicants for employment notwithstanding their place on the referral list.

5.7 Any applicant that is rejected by the Employer, shall be returned to his/her appropriate place on the list within his/her group, and shall be referred to other employment in accordance with the position of the group and his or her place within the group.

5.8 Any applicant who refuses two (2) offers of employment or quits a job he/she has been referred will have their name placed at the bottom of the referral list.

5.9 Once an employee accumulates forty (40) hours of employment collectively from signatory contractors of the IUPAT his/her name will be removed from the referral list.

5.10 When an employee is laid off from employment he/she will call the Union office to have his/her name placed on the referral list in their appropriate group.

5.11 The provisions set forth in this Article notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

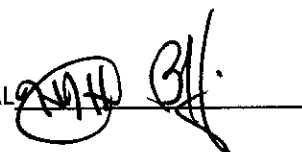
(A) Should any person referred for employment be terminated for just cause, his/her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his/her hiring hall referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his/her referral privileges shall be suspended indefinitely.

(B) A termination shall not be considered "for just cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his/her termination, unless and until the grievance is resolved in a manner that affirms the termination for just cause. For the purpose of this provision, a decision of the District Council Joint Trade Board comprised of members as outlined in Article 22.1 and/or an arbitrator shall be final and binding.

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

ARTICLE 6 FUNCTION OF MANAGEMENT

6.1 Except as limited by this agreement, the Employer shall have the right to; plan, direct, and control all of its work; hire its employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; to require the observance of applicable government regulations and safety standards; to maintain reasonable standards of production and quality of work; and to decide upon methods, equipment and procedures to be used in the performance of all work



covered by this Agreement; provided however, that the Employer will not use its rights for the purpose of discrimination against any employee.

6.2 The employer and the Union agree to recognize the necessity of promoting efficiency and agree that no Local rules, customs or practices shall be permitted that limit production or manpower required to do the work and that no limitations shall be placed on the amount of work which an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use, provided that all safety regulations are satisfied.

ARTICLE 7 EFFICIENCY OF OPERATIONS

7.1 Since achieving greater efficiency in all aspects of the employer's work is deemed appropriate and necessary, District Council 711 shall encourage employees to perform their duties on behalf of the Employer and accomplish desired results in as efficient a manner as possible. There shall be no restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restriction as to the use of labor saving devices in any aspect of the work that may be assigned by the Employer.


7.2 Productivity: In recognition of increased competition from non-union subcontractors, it is understood that employees must begin and end the working day according to this contract and the lunch periods must not be extended. Those who violate this understanding, or those who fail to report without sufficient notice, can be subject to discharge. It is the aim of the Employer and all of the employees to be as productive as possible in order to help preserve future job security.

ARTICLE 8 APPRENTICES

8.1 The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the District Council 711 Finishing Trades Institute. The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated an "apprentice" under this provision shall be paid at the journeyman rate set forth in this Agreement.

8.2 All Employers must participate in the District Council 711 Apprenticeship Training Program.

(A) Those Employers who regularly employ at least five (5) journeymen shall employ at least one apprentice.

INITIAL


(B) After the apprentice successfully completes a six (6) month trial period with the Employer to which they are assigned, the apprentice and Employer agree that that apprentice shall remain with the Employer for the remainder of his/her apprenticeship.

(C) Ratio of Apprentices to Journeypersons. Each Employer shall employ and train apprentices in the following ratio to journeyperson workers employed by the Employer:

1 apprentice to three (3) journeypersons

2 apprentices to six (6) journeypersons (etc.)

ARTICLE 9 WAGES & SCHEDULES

Glazier "Total Package" and "Total" amounts for all wages and benefits for all classes of workers in this agreement or any attached schedule cannot be exceeded. District Council 711 will send wage and benefit schedules, calculated in accordance with the contract and approved as required for each remaining year of the contract to the Employer association no later than thirty (30) days prior to a change in rate.



9.1 Straight Time Rate (Total Package) for Journeyperson Glaziers:

Effective May 1, 2011, the straight time rate (also referred to as the "total package") for journeypersons working under this Agreement, shall be paid at the rate of fifty-eight dollars and thirty-eight cents (\$58.38) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A.

Effective November 1, 2011 straight time (total package) for journeypersons' hourly rate shall be increased by one dollar and twenty-nine cents (\$1.29) per hour.

Effective May 1, 2012, straight time (total package) for journeypersons' hourly rate shall be increased by one dollar (\$1.00) per hour.

Effective May 1, 2013, straight time (total package) for journeypersons' hourly rate shall be increased by one dollar (\$1.00) per hour.

INITIAL  

9.2 Straight Time Rate (Total Package) for Grandfathered Fabricator/ Service Workers:

Effective May 1, 2011, the straight time rate (also referred to as the "total package") for Grandfathered Fabricator/ Service Workers' working under this Agreement, shall be paid at the rate of thirty-eight dollars and fifty-six cents (\$38.56) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A.

Effective November 1, 2011 straight time (total package) for Grandfathered Fabricator/ Service Workers' hourly rate shall be increased by eighty-two cents (\$0.82) per hour.

Effective May 1, 2012, straight time (total package) for Grandfathered Fabricator/ Service Workers' hourly rate shall be increased by sixty-six cents (\$0.66) per hour.

Effective May 1, 2013, straight time (total package) for Grandfathered Fabricator/ Service Workers' hourly rate shall be increased by sixty-six cents (\$0.66) per hour.

9.3 Straight Time Rate (Total Package) for Fabricator/ Service Workers:

Effective May 1, 2011, the straight time rate (also referred to as the "total package") for Fabricator/ Service Workers' working under this Agreement, shall be paid at the rate of twenty-nine dollars and twenty-one cents (\$29.21) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A of this provision. It is understood and agreed upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A.

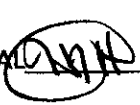

Effective November 1, 2011 straight time (total package) for Fabricator/ Service Workers' hourly rate shall be increased by sixty-two cents (\$0.62) per hour.

Effective May 1, 2012, straight time (total package) for Fabricator/ Service Workers' hourly rate shall be increased by fifty-one cents (\$0.51) per hour.

Effective May 1, 2013, straight time (total package) for Fabricator/ Service Workers' hourly rate shall be increased by fifty cents (\$0.50) per hour.

9.4 Straight Time Rate (Total Package) for Industrial Workers:

Effective May 1, 2011, the straight time rate (also referred to as the "total package") for Industrial Workers working under this Agreement, shall be paid at the rate of twenty dollars and fifty-four cents (\$20.54) per hour. This rate shall be allocated among wages and fringe benefit contributions in the manner set forth in Appendix A of this provision. It is understood and agreed

INITIAL   _____

upon by the parties that the Union party to this Agreement shall have complete discretion in relation to the manner and amount(s) of the allocation(s) set forth in Appendix A.

Effective November 1, 2011, straight time (total package) for Industrial Workers' hourly rate shall be increased by thirty-four cents (\$0.34) per hour.

Effective May 1, 2012, straight time (total package) for Industrial Workers' hourly rate shall be increased by thirty-five cents (\$0.35) per hour.

Effective May 1, 2013, straight time (total package) for Industrial Workers' hourly rate shall be increased by thirty-five cents (\$0.35) per hour.

9.5 In all instances, the Union shall have the option of applying such rates, increases, or portions of such increases, to wages or fringe benefits, including any jointly administered fund mentioned in this Agreement.

Schedule of Employer Payments for Journeypersons under the Agreement

The regular journeyperson rate (total package) as of the effective date of this Agreement shall be paid as follows:

1. Journeyman Glazier:

EFF Date	Hourly Rate	H&W	IUPAT PEN	IUPAT ANN 12%	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$38.96	\$8.25	\$5.40	\$4.67	\$0.10	\$0.65	\$0.10	\$0.10	\$0.15

2. Grandfathered Fabricator/ Service Worker:

EFF Date	Hourly Rate	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$25.46	\$6.40	\$4.50	\$1.85	\$0.10	\$0.00	\$0.10	\$0.00	\$0.15

3. Fabricator/Service Worker:

EFF Date	Hourly Rate	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$19.41	\$6.40	\$2.25	\$0.80	\$0.10	\$0.00	\$0.10	\$0.00	\$0.15

4. Industrial Worker:

EFF Date	Hourly Rate	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$15.06	\$3.25	\$1.88	\$0.00	\$0.10	\$0.00	\$0.10	\$0.00	\$0.15

The change in rate shall apply after regular attendance at apprentice school and passing regular skills tests. Journeyman status is achieved after 8000 hours of on the job training.

First Year

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$6.40	\$0.00	\$0.00	\$0.10	\$0.65	\$0.10	\$0.10	\$0.15

Second Year

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$6.40	\$0.50	\$1.50	\$0.10	\$0.65	\$0.10	\$0.10	\$0.15

Third Year

EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$6.40	\$1.00	\$2.00	\$0.10	\$0.65	\$0.10	\$0.10	\$0.15

Fourth Year

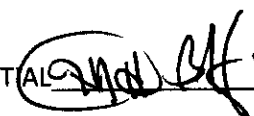
EFF Date	H&W	IUPAT PEN	IUPAT ANN	IUPAT FTI	DC FTI	LMCI	STARS	IAF
05/01/11	\$8.25	\$1.50	\$2.50	\$0.10	\$0.65	\$0.10	\$0.10	\$0.15

9.6 On jobs of four (4) or more employees, one (1) person shall be designated by the Employer as Foreman. Four dollars (\$4.00) per hour shall be added to the total package of all Foremen.

9.7 On jobs of fifteen (15) or more employees one (1) person shall be designated by the Employer to be General Foreman. Six dollars (\$6.00) per hour shall be added to the total package of General Foreman.

9.8 One dollar (\$1.00) per hour shall be added to the total package of an employee(s) while he/she is performing welding or while using a cutting torch. The one dollar (\$1.00) premium shall only be paid to the employee(s) actually performing the welding or cutting.

9.9 One dollar (\$1.00) per hour shall be added to the total package of an employee while working on a pipe scaffold whose platform is at least thirty (30) feet above ground, on a swing stage scaffold at any height and when directed by the Employer or charge person to work on a motorized lift at any height.

INITIAL 

9.10 All employees shall be paid weekly at least 30 minutes prior to the end of the work day. Not more than three (3) days' pay shall be held back for the period between the close of the pay period and pay day. A statement of earnings and deductions shall accompany the pay.

9.11 Employees shall be notified and paid in full at least thirty (30) minutes before being laid off at lunch or quitting time.

ARTICLE 10 REPORTING PAY

10.1 Except for circumstances beyond the control of the Employer, if an employee is not advised that there will be no work for him/her on an ensuing day and the employee reports to work at the proper time and then has no work assigned to him/her, the Employer shall pay such employee(s) two (2) hours pay. Employers may require that employees remain on the job or in the shop for the periods indicated above for which they are paid. In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid to the next full hour. Should an employee begin working, he/she shall be paid for the actual time worked with a minimum of four (4) hours pay. Should the employee be requested to continue work past the four (4) hour minimum he/she shall be paid for a minimum of eight (8) hours total for that day.

10.2 If an employee fails to report to work and the Employer finds he cannot use the employee upon his/her return to work the Employer shall have the option of either paying off the employee at once or requesting him to wait for any wages due to him/her until the next regular pay day. Waiting time shall not enter into the settlement.

ARTICLE 11 TRAVEL-AUTO EXPENSE

11.1 When employees report to the shop or job and are required to move to a job or from job to job using private automobiles, the employee shall be compensated at the rate of forty cents (\$0.40) per mile but not less than one dollar and fifty cents (\$1.50) per move. Employees required to report to work to a jobsite outside the jurisdiction of Glaziers Local Union 1009 shall receive a flat ten dollars (\$10.00) plus forty cents (\$0.40) per mile one way to the jobsite measured from the closest edge of the territory.

11.2 Employees working out of town, not being driven daily, shall be paid expenses of travel, room and board plus fifty dollars (\$50.00) per day by the Employer.

11.3 When an employee incurs a parking expense at a jobsite where parking is not provided, the Employer shall reimburse the employee for actual expenses upon presentation of a validated parking voucher or receipt. Validated shall mean a stamped and dated receipt. An Employer may

18.5 Job Site Safety Violation: Any employee, who is cited twice for the same safety violations; shall result in that employee's mandatory attendance, of no less than four hours of safety training, pertaining to his/her violation. The employee has thirty (30) days to attend training. After thirty (30) days, if the employee has not attended training, the Employer has the right to dismiss that employee for failure to comply with this Article. Additionally, that employee shall not be eligible to work for another Association Employer until he/she satisfies the requirement. This is above and beyond the yearly requirement already in the Collective Bargaining Agreement.

18.6 Glaziers Installation Safety Schedule (Rack Schedule):

United Inches up to and including:

<u>SIZE</u>	<u>1/4"</u>	<u>3/8"</u>	<u>1/2"</u>	<u>3/4"</u>
1-75	1 man	1 man	1 man	2 men
76-104	1 man	2 men	2 men	3 men
105-116	1 man	2 men	2 men	4 men
117-135	2 men	2 men	3 men	4 men
136-158	2 men	3 men	4 men	5 men
159-166	2 men	4 men	4 men	6 men
167-186	3 men	5 men	5 men	7 men
187-226	4 men	6 men	6 men	8 men
227-246	5 men	7 men	7 men	10 men
247-256	6 men	8 men	8 men	11 men
257-266	7 men	8 men	9 men	12 men
267-276	8 men	9 men	10 men	14 men
277-286	9 men	10 men	11 men	16 men
287-296	10 men	11 men	12 men	17 men
297-306	11 men	12 men	13 men	18 men
307-316	12 men	13 men	14 men	20 men

Door lights and glass up to and including 116 united inches and 1/4" float glass—one (1) man. Patio doors and glass in patio door openings up to and including 141 united inches to 5/8"-Two (2) men. The Rack Schedule to be used as a guide for safety reasons. Job conditions and special circumstances shall be considered. On larger glass, abnormal settings, etc. additional men shall be used for safety purposes.

18.7 Employees are forbidden to use personal communication devices such as cell phones, Blackberrys, iPods or MP3 players and/or similar devices during working hours without first receiving permission from the Employer. Violation of this clause may be cause for termination.

INITIAL AWB

18.8 DRUG-FREE and ALCOHOL-FREE WORK PLACE

All parties to this collective bargaining agreement insist that the workplace be free of drugs and alcohol. An employee who attempts to work under the influence of an illegal drug or alcohol presents a danger to himself or herself, as well as to other employees. The employee may also present a threat to the Employer's property and equipment and is likely to negatively affect the efficiency of others in the workplace.

All Employees must submit to an annual drug and alcohol test and will carry a card to certify testing and results thereof. The employer has a right to demand a valid drug test as a requisite to employment. The Employer has the right to terminate employment upon non-compliance, after testing positive. The employee, at his/her expense, must certify (obtain Certification) that he/she is clean in writing to the Union.

IUPAT District Council 711, Glaziers Local Union 1009 and the New Jersey Glass and Metal Contractors Association commit themselves to jointly and aggressively developing an acceptable comprehensive drug and alcohol free Plan.

ARTICLE 19 UNION REPRESENTATIVE & SHOP STEWARDS

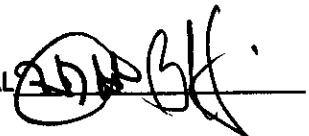
19.1 The Union Business Manager is the sole agent on behalf of the Union to take any action in respect to strikes or other interferences with work. There shall be no overtime work on Saturday, Sunday and Holidays without the permission of the Business Manager.

19.2 The Business Manager and/or assistant shall have the right to visit any building, shop or job in the discharge of his duties.

19.3 At the discretion of the Union a shop or job steward shall be referred in all shops/jobs. Steward may be appointed from those men working on the job.

(A) The shop steward may handle routine grievances on the job but is not authorized to call work stoppages or make any agreement which contradicts changes, modifies or alters the terms of this Agreement. In the event of emergent difficulties, he shall so notify the Business Manager.

(B) Except for a general foreman and a foreman, the steward is senior and, provided he remains qualified to do the work, the shop or job steward shall be the last person laid off among the employees in the bargaining unit in any shop and/or job.



**ARTICLE 20
SUBCONTRACTING**

20.1 Subcontracting of work to other bona fide Union Employers is permitted.

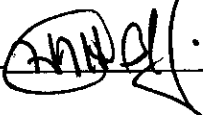
**ARTICLE 21
PRESERVATION OF WORK CLAUSE**

21.1 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:

(A) 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 (though family members or otherwise) management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

(B) All charges of violations of section 1 of this Article shall be consider 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 shall be able at the request of the Union, to require an Employer to pay: 1) to affected employees covered by this Agreement, including applicants registered for employment by the Union the equivalent of wages those employees have lost because of the violations, and 2) into the affected Trust Funds to which this Agreement requires contributions and delinquent contributions that resulted from the violations. The Union shall enforce a decision of the Joint Trade Board under this Article only through arbitration, judicial, or government (for example, the National Labors Relations Board) channels.

21.2 If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by 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 attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus cost of the litigation, that have resulted from such legal action provided, however, that if such litigation determines that the Employer is not in violation of this Article, the prevailing party shall be entitled to said fees from the losing party. This section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or the Joint Trust Funds.

INITIAL  _____

ARTICLE 22
JOINT TRADE BOARD

22.1 The Joint Trade Board for dispute resolution will be made up of three (3) members of District Council 711, and three (3) members of the Association that best represents each grievance. From the time either party files for a "Joint Trade Board Meeting", the Board must convene within five (5) working days. The Joint Trade Board must render its decision within three (3) working days. The decision of the Joint Trade Board will be final and binding on the parties. If the Employer refuses to comply with a final and binding decision issued at the Joint Trade Board level, the District Council will have the right to direct the Employees of such Employer to refrain from work. If the Joint Trade Board cannot resolve the grievance, at this level, either party can file for arbitration with the American Arbitration Association (AAA), within ten (10) working days.

22.2 The Trustees to the Joint Benefit Funds shall establish and maintain a Joint Trade Board composed of ten (10) members, five (5) representing the Union (including the Business Manager) and five (5) representing the Contractor Association that contribute to the Joint Funds (including the chairman).

(A) The Union and Association/Contractor members shall include representatives of the following trades and industries: three (3) Painters, one (1) Taper and one (1) Glazier. Allocation of representatives to the Joint Trade Board shall be based and determined by the percentage of dollar contributions made to the Joint Funds.

(B) Six (6) members, three (3) representing each party, shall constitute a quorum. Decisions shall be made by majority vote provided that the union representatives and Association representatives shall have equal voting strength with respect to each vote. Members of the Joint Trade Board shall choose a chairman and co-chairman to serve such terms as agreed upon by the Board, provided that one such officer shall represent each party.

22.3 The Joint Board of Trustees shall meet regularly at least once every three (3) months. Special meetings may be called by the chairman or co-chairman when a prompt hearing and decision is required in any dispute.

22.4 The Joint Board is empowered to hear and decide all grievances and disputes which may arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement provided, however, any assessment of damages shall not exceed Five Thousand Dollars (\$5,000.00); to issue interpretive rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intention of this Agreement; to investigate all grievances and disputes submitted to it, including audits of records; to recommend amendments to or change in the Agreement but only upon the written request of both parties; to appoint such persons or committees as necessary

to aid the Board in the performance of its duties; and to demand of those who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance. All grievances and disputes shall be submitted in writing to the chairman and co-chairman. If all facilities to resolve disputes over the interpretation of the terms or conditions of an existing agreement have failed of settlement, both parties agree before strike or lockout, or the resort to proceedings before the National Labor Relations Board, State Government Boards or the courts, to submit the dispute to the Joint National Trade Board for binding decision. The Joint National Trade Board is hereby authorized and empowered to delegate any question or issue submitted, to a committee of two (2), one (1) of whom shall be appointed by each of the respective presidents of the IUPAT and the National Trade organization of the effected coalition member for the purpose of investigation, making recommendations to the Board, or, in fact, resolving or determining the particular issue, which determination shall be binding with the same force and effect as though rendered by the Board itself. The remedies and sanctions specified in this section are in addition to other remedies and sanctions that may be permitted by other provisions of this agreement or by law. There shall be no strike or lockout on any job over and grievance or dispute while it is being processed through this grievance procedure and until the said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job or jobs of an individual Employer who fails or refuses to pay wages and fringe benefits, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.


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

22.6 At the commencement of each contract year or upon beginning of work within the territory during each contract year, each Employer shall pay to the Joint Trade Board the sum of Fifty Dollars (\$50.00).

(A) All funds shall be used as determined by the Board for the purpose of advertising, advancing the trade, protecting the standards of work and employment, training employees in the use of new materials and work techniques, protecting the combined interests of employees and Employers alike, advancing the trade, educational programs, and the payment of all expenses of the Board on carrying out said programs and responsibilities.

ARTICLE 23 SUCCESSOR CLAUSE

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement" shall be binding upon parties, assigns, hereto their successors, administrators, executors, and 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 cooperation shall continue to be subject to the terms and

INITIAL 

conditions this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of 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 of said notice forwarded to the Union, at the time the seller, transferor, or lessor 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.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligation 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 to obligations of this agreement. Retail establishments are exempt here from.

ARTICLE 24 GENERAL SAVING CLAUSE

If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as set forth above, the affected parties shall meet at the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. Either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 25 MORE FAVORABLE TERMS

The Union agrees that should it enter into any Agreement with an individual EMPLOYER or GROUP of EMPLOYERS to provide wage, working condition or other provisions more favorable to the Employer than are included in this Agreement, such more favorable wages, working conditions, or other provisions shall automatically and immediately be included in this Agreement on a standalone basis. The Association should receive a copy of such more favorable agreement within five (5) business days of the signing thereof.

**ARTICLE 26
DURATION CLAUSE**

26.1 Previously negotiated existing Agreement shall remain in full force and effect until and including April 30, 2011. Thereafter said Agreement shall be null and void.

26.2 This Agreement shall be in full force and in effect until and including April 30, 2014, and shall continue from year to year unless written notice of desire to cancel or terminate the agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to April 30th, of any subsequent contract year.

26.3 Where no such cancellation or termination is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and no more than ninety (90) days prior to April 30th of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

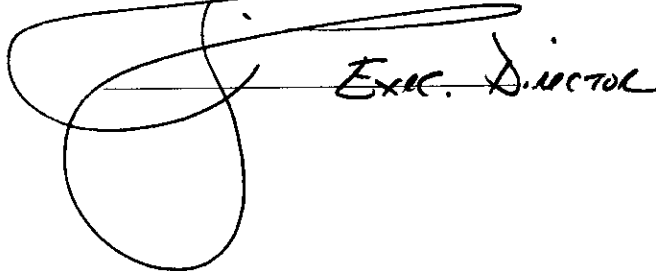
IN WITNESS WHEREOF the parties hereto have set their hands and seals, this
6th day of ~~April~~, 2011 to be effective as of May 1, 2011;
Except as to those provisions where it has been otherwise agreed between the parties

June

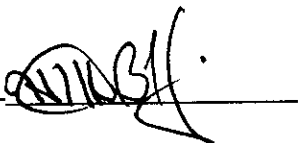
PAINTERS DISTRICT COUNCIL #711
STATE OF NEW JERSEY
International Union of Painters and Allied Trades



NEW JERSEY GLASS AND
METAL CONTRACTORS ASSOCIATION



Exec. Director



INDIVIDUAL EMPLOYER SIGNATURE PAGE

**IUPAT District Council 711
&
New Jersey Glass and Metal Contractors Association**

MAY 1, 2011 THRU APRIL 30, 2014

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above mentioned.

I/We, the undersigned, an EMPLOYER in the Glazing Industry, have read the foregoing Agreement, and am/are familiar with its provisions, accept and agree to be bound by all its terms and conditions.

At the commencement of each contract or upon the beginning of each contract year, each Employer shall pay to the Joint Trade Board the sum of Fifty Dollars (\$50.00) as per Article 22.6.

Business Name

Business Address

Phone Number Fax Number

Federal ID#

Workmen Compensation Insurance Co. and Policy

Unemployment Compensation Commission (U.C.C. #)

Temporary Disability Benefits Insurance (T.D.B. #)

Signed this _____ Day of _____ 20____

Employer Signature

Print Employer Name and Title

For the Union-Business Manager/Secretary Treasurer or Designated Representative of District Council 711

The original completed signature page MUST BE MAILED to:
District Council 711
9 Fadem Road
Springfield, NJ 07081

INITIALS 