

Memo

MEMBERS

- A-Aztec Glass Company, LLC
- Access Architectural Glass & Aluminum
- All Action Architectural Metal & Glass
- Boss Glass Company
- City/Newark Glass Company
- Clear View Architectural Metal & Glass, Inc.
- Clifton Architectural Glass & Metal
- County Glass & Metal Installers, Inc.
- Eighteen Glass Co., Inc.
- General Glass & Metal LLC
- Goldberg Glass Company
- Josloff Glass Company
- Kosson Glass Co., Inc.
- Metro Glass, Inc.
- NCF Glazing & Erecting, Inc.
- Ocean County Glass & Metal, LLC
- Penta Glass Industries, Inc.
- Smith Glass & Metal Company, LLC
- Snow's Glass & Mirror Corp.
- Thompson Glass & Mirror, Inc.
- Trainor Glass Company
- Union County Plate Glass Company

DIRECTORS

- Kevin Schloerb, President
- Charlie Komoroski, III., Vice-President
- Al Reynolds, Treasurer
- Frank Miller, III, Secretary
- Lawrence Josloff, Director
- Alan Oake, Director
- Frank O'Donnell, Director

EXECUTIVE DIRECTOR

Bernard R. Gingras, CPA

AFFILIATIONS

Member,
National Finishing Contractors Association
(FCA)

U.S. Green Building Council (USGBC)

An OSHA Alliance Organization

To: Contractor Members

From: Bernie Gingras

Re: CBA Effective May 1, 2011

Date: June 7, 2011

Enclosed is a copy of the final 3-Year CBA that was ratified at a special meeting of the Association on Tuesday, May 17. This agreement is effective retroactively to May 1, 2011. Also enclosed are the rate sheets for the period May 1, 2011 to October 31, 2011 (six months). Shortly you will be receiving revised contribution sheets from the Union. You will also receive instructions as to how to make any payments of amounts due. Essentially under the terms of the agreement you will owe \$.10 per hour for all May work and of course there is a differential for both foreman and general foreman. Instructions will be sent by the Union.

The CBA contemplates the current apprentice program moving from a three-year to a four-year program. All those apprentices currently enrolled will remain in the three-year program. New apprentices as they come on board will be placed into the four-year program. The Union Education Office will inform you as to when new apprentices are to be paid in accordance with the four-year program. If you ever have a question on this, call the Union Education Office in Springfield.

At the end of the CBA, page 30, there is an Individual Employer Signature Page. You should fill this sheet out, sign, date and send it to the District Council Office with your payment of \$50, which is your annual Joint Trade Board payment in accordance with Article 22.6.

The agreement you have in your hands is exactly the same as the proposed agreement that was mailed out to you with a memo dated May 9, 2011. As always the Board urges you to read and understand your Collective Bargaining Agreement. Neither the Association nor its officers or directors accept any legal responsibility for information or advice given or opinions expressed. If you are in need of legal advice, you should seek your own legal counsel regarding these issues.



BRG:ji
Enclosure
Cc: H. Harchetts
V. Lane

- This is a 9 (a) CBA not an 8 (f) "Prehire" Agreement as in the past. (1.1)
- Registration of jobs increased to \$25,000. Union form to be on their website. (1.5)
- Potential duplicate benefits payment eliminated. (1.7 (B))
- Types of glazing work covered by agreement has been updated and expanded. (2.2)
- Hiring hall procedures have been revised. There is now a 24 month call back period, which replaces a previous 9 month call back. (5.5 (A)) Various other changes as to how the hiring hall list and ranking works. Top Workplace Performance program has been incorporated. (5.11)
- Revised wage/package rates. (9)
- Apprentice program is now a 4 year program to comply with national guidelines. Apprentice compensation has been incrementally increased to attract better candidates. (9.5)
- Foreman differential increased from \$3.60 per hour to \$4.00 per hour. (9.6)
- General foreman differential increased from \$5.95 per hour to \$6.00 per hour. (9.7)
- Employees working out of town (not driving daily) to receive an additional \$50 per day in addition to expenses. (11.2)
- Starting time other than between 7 AM and 8 AM can be agreed to by union and employer. (12.1)
- Four 10's vs. five 8's at straight time allowed. (12.2)
- Holiday schedule revised. (13.1)
- Revised recognition of holidays that fall on a weekend. (13.2)
- Non-union job site agreement procedures revised. (14.6)
- Bonuses exempt from fringe benefit contributions must be clearly identified in employee's payroll records. (16.3 (G))
- Employer wage reallocation procedure if union fails to correct certain pension underfunding when circumstances require such. (16.3 (H))
- Union member must have valid "OSHA 30" certificate to be referred for employment as a foreman or general foreman. (18.3)
- Personal communication devices banned on jobs unless authorized by employer. (18.7)
- Drug-free and alcohol-free work place policy rewritten. New comprehensive plan to be developed jointly with union. (18.8)
- More favorable terms clause expanded and clarified. (25)
- This is a three-year contract (26). Prior two CBAs were each five-year agreements.