



**ADDENDUM
TO THE
NATIONAL AGREEMENT FOR GLAZIERS
ARCHITECTURAL METAL AND GLASS WORKERS**

ARTICLE II - SCOPE OF AGREEMENT

Section 1.

- (a) This Agreement shall be in effect within the boundaries of the United States and covers all work within the work jurisdiction of the IUPAT and that work which is currently, through past practice, or in the future awarded by the Employer.
- (b) Through this National Agreement, the Employer commits to the Union that the fabrication, installation, and fastening into all types of materials of the following shall be done by Glaziers. This work includes but is not limited to all types of the following: (1) glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtainwall systems, window wall systems, Pilkington systems, suspended glazing systems, louvers, skylights, entranceway systems including revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons.

The Employer further agrees to recognize the Union as the sole and exclusive bargaining representative for all employees engaged in the above- listed work.

- (c) The IUPAT recognizes that this Agreement is intended to apply to all shop fabrication and to field projects. Any project that requires off-site assembly or bench glazing may be awarded as defined in *Article V, Section 1(j)* of this Addendum after consultation with the IUPAT.

(d) Material Handling Jobsite

The Employer, at his discretion, may utilize Journeyman Glaziers and Apprentices, for jobsite material handling. This would include all glass and glazing material, (crated or otherwise), and glazing accessories delivered and unloaded at the jobsite at a central location by a Delivering Agent.

(e) **Residential**

Single or multi-family dwellings, townhomes, condominiums, apartments, and/or nursing homes of up to four stories for the installation of all glass and/or metal products, including the installation of mirrors and/or mirrored wall applications. This work may be performed individually by Apprentice, Pre-Apprentice and/or Industrial Employee, when only one (1) worker is required.

(f) **Service/Maintenance**

Any window and/or door repair and adjustment including all metal work and glass replacement performed as service, maintenance or repair, on existing buildings of any size. This work may be performed individually by Apprentice, Pre-Apprentice and/or Industrial Employee, when only one (1) worker is required.

(g) **Low Rise/Light Commercial**

Commercial buildings of up to two stories for the installation of all glass and all metal products including the installation of mirrored wall applications. This work may be performed individually by Apprentice, Pre-Apprentice and/or Industrial Employee, when only one (1) worker is required.

(h) **Window Sash Replacement/Retrofit/Restoration**

Window sash replacement, including all metal trim, on existing buildings of any size. This work may be performed by Journeyman Glaziers, Apprentice Glaziers, Pre-Apprentice and/or Industrial employees.

(i) **Commercial**

Commercial buildings of greater than two stories for the installation of all glass and all metal products and storefronts as defined in section (k) (2) below. This work may be performed by Journeyman Glaziers and Apprentice Glaziers. Pre-Apprentice and/or Industrial Employees may be used only to assist Journeyman and Apprentice Glaziers.

(j) This Agreement encompasses the work of Journeymen Glaziers, Apprentice Glaziers, Pre-Apprentice Glaziers, and Industrial Members.

ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES

Section 1 The Employer agrees that the IUPAT shall serve as the exclusive source of supply of manpower, for all work outlined in this Agreement.

- (a) It is further agreed that the rules and procedures for the hiring of Journeymen, Apprentices, Pre-Apprentices and/or Industrial Employees under the terms of this Agreement are to be in conformity with the General Constitution of the IUPAT, or as otherwise specifically provided for in this Agreement. The Employer shall be notified of any changes made by the IUPAT in its Constitution that are relevant to this Agreement.

- (b) Local individuals shall be referred in accordance with the referral procedure of the applicable District Council or Local Union; provided, however, that the referral system is legal and permissible under Federal and State Law. If the Employer desires certain experienced local individuals, the Employer may request those individuals by name if available. The Employer agrees that the Local needs to be notified of such requests.
- (c) When requested, the Local Union agrees to refer to the Employer qualified and experienced workers, insofar as they are available to be considered by the Employer. Should the Local Union fail to furnish workers who meet the skill and experience qualifications requested by the Employer within 48 hours of the request, the Employer may fill these openings in whatever manner the Employer judges appropriate.
- (d) The Employer may bring regular employees in to the local area up to 50% of the work force on the given job.

Hiring Ratios:

(e) Residential

In the event more than one (1) worker is required, the ratio of Journeyman to Apprentice, Pre-Apprentice and/or Industrial Employee shall be 1:3.

(f) Service/Maintenance

In the event more than one (1) worker is required, the ratio of Journeyman to Apprentice, Pre-Apprentice and/or Industrial Employee shall be 1:2.

(g) Low Rise/Light Commercial

In the event more than one (1) worker is required, the ratio of Journeyman to Apprentice, Pre-Apprentice and/or Industrial Employee will be 1:2.

(h) Window Sash Replacement/Retrofit/Restoration

In the event more than one (1) worker is required, the ratio of Journeyman to Apprentice, Pre-Apprentice and/or Industrial Employee shall be 1:2.

(i) Commercial

In the event more than one (1) worker is required, the ratio of Journeyman to Apprentice, Pre-Apprentice and/or Industrial Employee shall be 4:1.

(j) Offsite Assembly, and/or Bench Glazing

The Employer shall assign assembly, and/or bench glazing employees to its work crew in the following order.

	<u>Journeyman</u>	<u>Apprentice/Pre-Apprentice/Industrial Worker</u>
	1	4
Thereafter:	2	8

Thereafter, employees shall be assigned at the ratio of 1 Journeyman to 4 Apprentices, Pre-Apprentices and/or Industrial Employees.

They may also handle materials as required.

(k) For the purpose of all ratios of Journeymen to Pre-Apprentice and/or Industrial Employees, set forth in Sections (a), (b), (c), and (h) of this Article , Apprentices will count as Journeymen.

(l) Pre-Apprentice and/or Industrial Employees can be elevated to Journeyman or Apprentice status after they have worked in excess of 1,500 hours for this Employer under this Agreement after review by the Local Union/District Council Apprenticeship Committee and mutual agreement between the Employer and the Union.

ARTICLE VII - HOURS OF WORK, SHIFT WORK AND HOLIDAYS

Section 1. Eight (8) hours per day shall constitute a day's work between the hours of 6:00 a.m. and 6:30 p.m. The work week shall be forty (40) hours per week, Monday through Friday. A work week of four (4) ten (10) hour days can be established at straight-time pay on a permanent basis. Employees shall be at their posts prepared to start work at the regular starting time. Should weather, delays, or jobsite conditions prohibit a full-day's work, employees will be paid for actual hours worked.

All time worked before and after the established work day of eight (8) hours, Monday through Saturday inclusive, shall be paid at the rate of one and one-half times the regular hourly rate. A make-up day will be allowed on Saturday at straight time. All time worked on Sundays and Holidays shall be paid at the overtime rate listed in their District Council or Local Union Collective Bargaining Agreement. Holidays shall be those specified in the applicable Agreement where the work is performed. When shifts are worked, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay at the regular straight-time hourly rate plus \$.25 per hour. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight-time hourly rate plus \$.50 per hour. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job, or portion thereof to which any such change of starting times applies shall begin with such agreed starting time.

SCHEDULE "A"

NATIONAL AGREEMENT FOR GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS

ARTICLE VI - WAGES, FRINGES AND SUBSISTENCE & WORKING CONDITIONS

Section 1. The Employer agrees that wherever the Employer undertakes to perform work covered by Article II, Section 1 of this Agreement, the Employer shall be governed by, for the duration of that particular work at that particular job and in respect to its regular employees at such job, the wages and fringe benefits as negotiated between the regular employees' "home" District Council or Local Union Negotiating Committee and the Employers responsible Negotiating Committee from the area where the Employer's principal place of business is located, or as otherwise specified in this Agreement. In the event a higher rate of wages prevails in the locality where the work is being performed than that contained in the regular employee's "home" District Council or Local Union Area Agreement, then the regular employees of the Employer shall receive the higher wage scale as negotiated through bona fide Collective Bargaining between the Employers and the District Council or Local Union which has jurisdiction in such area.

- (a) The Employer agrees that wherever the Employer undertakes to perform work covered by Article II, Section 1 of this Agreement, the Employer shall be governed by, for the duration of that particular work, at that particular job in respect to local employees at such job, wages and fringe benefits negotiated at the local level through a bona fide Collective Bargaining process between the Employer and the local subordinate body of the IUPAT which has jurisdiction in such area or as otherwise specified in this Agreement.
- (b) Since an essential purpose of this Agreement is to recover for the IUPAT and its national contractors work that has gone non-union, the parties agree as follows: Where it is determined that at least sixty percent (60%) of the work described in this Sections 1 (a) through (g) are currently being performed by members of an affiliated District Council or Local Union of the IUPAT within their territorial jurisdiction, then this Agreement shall not apply to that category of work within their territorial jurisdiction. It is further agreed that the terms and conditions of the Collective Bargaining Agreement currently in effect within the territorial jurisdiction of an affiliated District Council or Local Union of the IUPAT shall prevail when it is determined that the National Agreement for Glaziers, Architectural Metal and Glass Workers does not apply to a specific category of work.

(c) **Residential pay rates are as follows:**

Journeyman	50% of Local scale, plus 100% of Local fringe benefits.
Apprentice Pre-Apprentice	Current Apprentice/Pre-Apprentice percentage up to 50% of Local scale, plus fringe benefits.
Industrial Member	*Minimum 20% of Local scale, plus check-off and International Apprenticeship Fund \$.04/hour

(d) **Service Maintenance pay rates are as follows:**

Journeyman	50% of Local scale, plus 100% of Local fringe benefits.
Apprentice Pre-Apprentice	Current Apprentice/Pre-Apprentice percentage up to 50% of Local scale, plus fringe benefits.
Industrial Member	*Minimum 20% of Local scale; plus check-off and International Apprenticeship Fund \$.04/hour

(e) **Low Rise/Light Commercial pay rates are as follows:**

Journeyman	60% of Local scale, plus 100% of Local fringe benefits.
Apprentice/ Pre-Apprentice	Current Apprentice/Pre-Apprentice percentage up to 60% of Local scale, plus fringe benefits.
Industrial Member	*Minimum 24% of Local scale; plus check-off and International Apprenticeship Fund \$.05/hour

(f) **Window Sash Replacement/Restoration/Retrofit pay rates are as follows:**

Journeyman	60% of Local scale, plus 100% of Local fringe benefits.
Apprentice/ Pre-Apprentice	Current Apprentice/Pre-Apprentice percentage up to 60% of Local scale, plus fringe benefits.
Industrial Member	*Minimum 24% of Local scale; plus check-off and International Apprenticeship Fund \$.05/hour.

(g) **Commercial pay rates are as follows:**

Journeyman	100% of Local scale, plus 100% of Local fringe benefits.
Apprentice/ Pre-Apprentice	Current Apprentice/Pre-Apprentice percentage plus fringe benefits.
Industrial Member	*Minimum 40% of Local scale; plus check-off and International Apprenticeship Fund \$.05/hour

(h) **Assembly and/or Bench Glazing pay rates are as follows:**

Journeyman	100% of Local scale, plus 100% of Local fringe benefits.
Apprentice Pre-Apprentice	Current Apprentice/Pre-Apprentice percentage, plus Local fringe benefits.
Industrial Member	*Minimum 40% of Local scale, plus check-off and International Apprenticeship Fund \$.05/hour

(i) **Minimum Wage Provision:**

Both the FLSA and/or State wage and hour laws establish a minimum wage that must be paid to employees for each hour worked; no maximum wages are established. In no case shall the Employer pay less than minimum wage as established by the FLSA and State wage and hour laws.

(j) When the Employer performs a job or project in an area where the Local Collective Bargaining Agreement requires contributions to the IUPAT Union and Industry Pension Fund, pension contributions on behalf of Pre-Apprentice and/or Industrial Employees shall begin after such employees have worked six (6) months for the Employer. Thereafter, pension contributions shall be based on the percentages set forth in Sections (a) through (f) of this Schedule "A", Article VI

(k) The IUPAT and the Employer both recognize the changing nature of work covered by this Agreement. Competing forces that require situational relief for contractors bidding work can be granted in a pre-bid targeting program designed to improve the ability to control work on a job-by-job basis. Addenda to Article V can be negotiated and made part of this Agreement when the Employer and the IUPAT have verified that building trade labor standards do not apply and non-union and other craft encumbrances make it necessary to change any or all of the sections of this Schedule "A", Article VI. The IUPAT recognizes that the Employer cannot limit his market place to strictly union-oriented owners, developers, and General Contractors. In the mutual interest of expanding the Employer's work coverage, the IUPAT agrees to work as required on non-union projects and shall not jeopardize the Employers contract obligations to complete the project with any work stoppages, slow-downs, etc. It is the intent of the Employer and the IUPAT to show the value of union work, and regain what has been lost to non-union elements.