



**NEW MEXICO GLAZIER
COLLECTIVE BARGAINING AGREEMENT**

Between

And

**District Council 88
Local Union 823**

January 1, 2021 – December 31, 2023

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Preamble

This Agreement is entered into this 1st day of January 2021, by and between _____, hereinafter referred to as the “Employer,” and District Council 88/Local Union 823, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, a party of the second part, hereinafter referred to as the “Union”.

Article I Purpose of Agreement

Section 1. It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work, and other conditions of employment will promote industrial and economic relations and establish a basis for securing cooperation and good will between the Employer and the employees in the bargaining unit.

Article II Recognition Clause

Section 1. The Employer recognizes, acknowledges, and agrees that the International Union of Painters and Allied Trades Local Union 823 is, 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 employed by _____ engaged as Glaziers and Glass Workers, similar or related classifications of work, in the fabrication (of storefront, curtain wall, doors and door hardware) and installation of all types of glass, glass products, mirrors, framed and unframed, panels and panel systems, and materials used as a substitute for glass, including plastics, all metals including aluminum, bronze or stainless steel, used for facing or framing of store front construction and all metal doors, glass doors, metal door frames and any work or materials including sealants recognized by the Glazing Industry and Glaziers’ work including the fabrication of all types of solar collectors and the driving of glazing installation trucks, excluding office clerical employees, confidential employees, guards and supervisors as defined in the Act.

Article III Craft Jurisdiction

Section 1. The Employer hereby recognizes the jurisdiction of the Union signatory hereto, to provide the fabrication (of storefront, curtain wall, doors and door hardware) and job site installation on jobs contracted for, by the Employer, within the territorial jurisdiction of the Union of the following materials:

All kinds of types of glass, material used as a substitute for glass, mirrors, framed and unframed, panels and panel systems; all types of aluminum, bronze or stainless steel materials used for facing and/or framing of buildings storefront construction, etc., all metal doors, glass doors, metal door frames and any work or materials including sealant recognized by the glazing industry as Glaziers work including the driving of glazing installation trucks and the fabrication of all types of solar collectors.

Section 2. All glass and glazing materials non-cased will be handled and distributed only by individuals covered by this agreement.

**Article IV
Geographical Jurisdiction**

Section 1. The geographical jurisdiction of the Agreement shall be the entire State of New Mexico.

**Article V
Conditions of Employment**

Section 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 latter, 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 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, or on or after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is latter.

Member in good standing for the intent of this Article shall mean the tendering of uniform initiation fees and dues customarily charged other members of the Union signatory hereto for the admission to and retaining of membership therein.

**Article VI
Hiring Hall Clause**

Section 1. For all work covered by this Agreement, the Employer agrees to call the Union for all workmen he/she may need at any time.

Section 2. The Union agrees to furnish said workmen within forty-eight (48) hours. In the event the Union is unable to do so, the Employer may obtain his workmen from any source he/she deems necessary subject to Article V.

Section 3. The Employer reserves the right to reject any applicant referred by the Union for just cause.

Section 4. The Union agrees to refer workmen only to those Employers who are signatory to this Agreement, or who have agreements with other Local Unions of the International Union and are bound by this Agreement.

Section 5. The Employer may request and receive an applicant by name from the referral list, subject to Article V of this Agreement provided that after receiving an applicant by name the next referral to the Employer will be from the top of the out of work list, subject to Section 3.

Section 6. The Employer may request and receive an applicant from the referral list from a specific locality within this Agreement's jurisdiction to work in that locality, subject to Article V of this Agreement.

Section 7. Any registrant, who refuses a job call without just cause, shall have their name placed at the bottom of the referral list.

Article VII Workweek/Hours of Work/Holidays

Section 1. Eight (8) or ten (10) hours shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m. excluding a lunch period. Lunch period shall consist of one half (½) hour or one (1) hour upon mutual agreement between parties. For job site work only and when necessary, the Employer may request a deviation from the above working hours after being notified by the Employer, the Union shall not arbitrarily withhold approval.

Section 2. All hours worked in excess of forty (40) hours in one (1) week shall be considered overtime and shall be compensated for at the rate of time and one half (1½) the regular rate of pay. All work performed on Sundays, unless voluntarily agreed to by the employee and subject to the Voluntary make-up of lost hours clause, shall be compensated for at the rate of time and one half (1½) and Holidays shall be compensated for at the rate of double time (x2). Voluntary make-up of lost hours: If an employee is prevented from working, Monday through Saturday, due to inclement weather conditions or acts of God or does not report to work due to illness or other personal reasons, said employee may make up lost hours on Sunday at his/her regular straight time rate of pay on a voluntary basis. No employee shall be compelled to work under this provision against his/her wishes. For jobsite work only and when necessary, the Employer may request to pay hours worked on Sunday at the regular rate of pay if under forty (40) hours, provided that the job does not compensate the Employer time and one half (1½) for those hours, the Union will not arbitrarily withhold approval.

If an employee is requested to report back to work after the regular shift or after 5:00 p.m. for emergency work, he/she shall be compensated at the overtime rate of time and one half (1½) for such work performed. In no case will there be duplication or a pyramiding of daily or weekly overtime or of any other overtime provisions.

Section 3. Any employee who is requested to report to work and is not put to work upon reporting, shall receive one (1) hour pay, inclement weather or an Act of God excluded.

Section 4. Payroll and time keeping records shall be kept by the Employer at all times showing the individual straight and overtime hours worked by each employee under this Agreement. In the event a dispute arises, said records shall be subject to examination by an authorized representative of the Union.

Section 5. This Article has no reference to a guarantee to any employee of any specific number of hours of work for day or week. The Employer shall not discipline any employee in any manner for refusing overtime without providing twelve (12) hours prior notice of the commencement of such overtime but will provide twenty-four (24) hours notice when possible.

Section 6. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as paid Holidays. Employees must work the day before, the day after, and have been employed with current Employer for ninety (90) days prior to the Holiday to be eligible for said paid Holiday. Holidays will be paid at straight time rate of pay. All work performed on these days shall be compensated for at the overtime rate in accordance with Section 2 of this Article. No work shall be performed on Labor Day except in emergencies. In the event the above-named Holidays are changed by legislation, dates designated by such legislation shall be observed.

Article VIII Work Conditions

Section 1. The employee shall be required to complete a daily record of work performed and the time

required. Such record shall be prepared during regular working hour and shall be submitted to the Employer on a weekly basis.

Section 2. For the purpose of safety and protection of life and property, the glazier in charge of any job is charged with the responsibility of notifying the Glazing Superintendent at his/her place of employment, when in his/her opinion, additional men are needed to set a plate of glass. Should the Glazing Superintendent fail to assign additional men, the glazier in charge should immediately refer the matter to the manager for immediate disposition.

Section 3. The Employer shall provide a proper place for safe keeping for the employees' tools at the job site but storage of such tools shall be at the employees' risk.

Section 4. Each journeyman glazier will be required to have and maintain as adequate set of hand tools necessary to perform the required work.

- A. The Employer agrees to furnish drill bits, hacksaw blades, all cutting tools, all electric tools and straps. All equipment furnished to the glazier by the Employer shall be kept in safe condition by the employee. The employees shall buy their own suction cups and the Employers shall pay for any rebuilds of suction cups. Employer shall provide loaner suction cups to employees during the time that an employee's suction cups are being repaired. Employee shall be responsible to reimburse Employer for loss or damage to loaner suction cup.
- B. The Union agrees glaziers will sign receipts for the loan of company tools/equipment and will be responsible for the safe return of such tools.
- C. The employee agrees to carry the following company equipment in his/her car if his/her car is used: Drill, Cord, and Tap Gun.

Section 5. No Employer who is also a member of the Union shall be permitted to work except when accompanied by another journeyman glazier who is not an Employer. The only exception to this will be under Article XXIII Section 1.

Section 6. Employer agrees not to discriminate or discharge an employee because of his/her activities on behalf of the Union. However, it is understood and agreed that neither the Union nor any of its members will engage in any Union activity during working hours.

Article IX

Travel Time/Expenses/Breaks

Section 1. The Employer reserves the right to designate where the employees shall start and conclude his workday. The Employer may permit the employee to start and conclude the workday at the Employer's place of business.

Section 2. When the employee is directed or authorized to report directly to a job site and the distance to the job site requires the employee to stay out-of-town overnight the employee shall receive the following: Employer pays for motel room (no less than a Motel 6) plus twenty dollars (\$20.00) per night for food. No more than two (2) employees per room.

The Employer agrees to provide the affected glaziers and apprentices a minimum of twenty-four (24) hours notice, prior to making out-of-town overnight work assignments, when possible.

Section 3. An employee required to use a personal vehicle for travel to and from a job site beyond a thirty (30) mile radius of the main post office in the town or city where the Employer's shop is located, shall be compensated at the current IRS rate for actual mileage incurred, beyond the thirty (30) miles.

Section 4. Each employee shall receive their individual expenses in advance, direct or through their foreman.

Travel Pay: Each employee will be paid his/her regular rate of pay for the time spent driving to and from the jobsite.

Employees who are required to use their personal vehicle will be compensated for drive time and mileage to the jobsite.

Section 5. Each employee shall receive two (2) fifteen (15) minute breaks each day worked. One (1) in the morning, and one (1) in the afternoon.

Article X Pay Conditions

Section 1. All glaziers and apprentices shall be employed and paid on an hourly basis in accordance with the terms of this Agreement.

Section 2. An employee who is discharged or laid off for an indefinite period of time shall be paid off in full for time worked on the next regular payday.

Section 3. All employees covered hereby shall be paid at least once weekly.

Article XI Shop and Job Stewards

Section 1. It shall be the function of the Union to establish a steward at the Company.

Section 2. The steward shall be appointed by the Business Manager or his/her assistant and the Employer shall be notified by the Union of its intent to appoint a steward in his shop. The Union shall advise the Employer as well as his/her employees of the name of the steward appointed.

Section 3. The steward shall be discriminated against for performing his/her duties as such and shall receive consideration in case of lay-off.

The duties of the steward shall be to check all employees on the job for Union membership and to act as a liaison between the Employer and the Union in all cases of violations of this Agreement. It shall be the duty of the steward to report any violations of this Agreement to the Employer and the Union and to try to remedy such violations on the job site. In the event he/she is unable to do so, he/she shall be allowed to report same to the Union office and shall not be penalized for reporting same.

Section 4. The Union Business Manager or his/her representative shall be allowed to visit all jobs covered by this Agreement at lunch and at break time, provided that he/she complies with all jobsite rules. The Union Business Manager or his/her representative will call in advance to allow the Employer to check the contract language with General Contractor for specific requirements. With Company notification he/she will also be allowed to check on any reported problems at any other time. This Section cannot be used by the Union as an organizing tool.

Article XII Wages and Fringe Benefits

Section 1. All classifications and wages for employees covered under this Agreement are listed in Appendix A – Wages and Fringe Benefits, which is attached.

Article XIII Drug and Alcohol Policy

Section 1. As a term and condition of continued employment, all employees, exempt and non-exempt, shall be subject to drug screening (1) after all vehicular/industrial accidents; (2) when deemed advisable because of unusual employee behavior on the job; (3) as a part of pre-employment requirements; (4) as required by Contractors or job specific contract documents; (5) or random selection.

Section 2. Positive drug test results are grounds for immediate termination of the employee, or a determination to not hire a job applicant.

Section 3. If an employee successfully completes a drug/alcohol treatment program, said employee may, at the Employer's discretion, be eligible for reemployment with the Employer in the future.

Section 4. If an employee voluntarily discloses to Employer that he has a drug/alcohol problem, said employee will be given an opportunity to complete a treatment program and after completion of program will be reemployed by Employer. Voluntary disclosure does not mean disclosure after employee has been advised that he has been selected for a random screen.

Article XIV Management Rights

Section 1. Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire 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, and 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; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; and 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.

Section 2. The Employer and the IUPAT 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 that an employee is performing during the workday. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

**Article XV
No-Strike – Lockouts**

During the life of this Agreement, there shall be no stoppages of work, strikes or lockouts.

Nothing contained herein shall prevent the parties signatory hereto from entering into a project agreement covering specific jobs during the terms of this Agreement.

**Article XVI
Subcontracting**

Section 1. The Employer agrees not to sublet by contract or themselves or otherwise, work covered by this Agreement to any Employer not governed by the terms of this Agreement.

Section 2. For all work covered by this Agreement and performed on the job site, the Employer agrees that in the event he/she subcontracts said work to another Employer, he/she shall be held responsible for the observation and compliance of the terms of this Agreement. The only exception to this Section will be automated and revolving doors and prefabricated handrail packages.

Sub-contractor for the intent of this Agreement shall mean any person, under written contract, agrees to furnish labor, material and/or equipment to perform any work covered by this Agreement on the job site.

**Article XVII
New Mexico Finishing Trades Institute**

Section 1. There is hereby established an apprenticeship training program to be administered by the New Mexico Finishing Trades Institute (FTI) Committee consisting of three (3) members appointed by the Employers signatory to a Collective Bargaining Agreement hereto, and three (3) members appointed by the Union signatory hereto with one (1) alternate for each side. The above-named Committee shall elect a chairman and a secretary from the above-named members and one (1) of whom shall be from the Union.

- A. The FTI Committee shall establish a Trust to maintain and administer any and all contributions called for elsewhere in this Agreement and paid to the New Mexico FTI Committee.
- B. The FTI Committee shall adopt standards of training for this industry in conjunction with the New Mexico State Apprenticeship Council and the U.S. Department of Labor, Bureau of Apprenticeship and Training.

It shall be the duty of the FTI Committee to obtain and supervise an Apprenticeship Coordinator and Instruction and to draft standards governing the functions of the Committee.

- C. Any such Standards of Apprenticeship adopted by the FTI Committee shall become a part hereto as though expressly written herein. Each Employer and apprentice shall be furnished a copy of said standards.

It is the intent of the Employers and the Union signatory hereto to establish a non-discriminatory Apprenticeship training program to train qualified people to become mechanics of the trade hereby.

- D. **Apprentice Ratio for Each Shop:** No Employer shall be permitted to employ more than three (3) apprentices to one (1) journeyman. Additional apprentices may be employed as follows: for every one (1) additional journeyman, three (3) additional apprentices may be employed, excluding public works, for which job ratio shall not exceed shop ratio.

- E. Any Employer having five (5) or more journeymen must employ at least one (1) apprentice.

- F. Commencing on April 1, 1976, and continuing for the duration of this Agreement and any renewals, or extensions thereof, the Employer agrees to contribute forty cents (\$0.40) per hour for each hour worked by each employee covered hereby to the International Union of Painters and Allied Trades New Mexico Finishing Trades Institute, from which thirty cents (\$0.30) shall be used to finance the New Mexico Finishing Trades Institute and ten cents (\$0.10) shall be remitted to the International Union of Painters and Allied Trades National Joint Apprenticeship and Training Fund at such regular periods of time and in the manner and form as shall be determined by the Trustees of the FTI Fund from time to time.

International Union of Painters and Allied Trades New Mexico Finishing Trades Institute Committee shall assume the responsibility for remitting said ten cents (\$0.10) to the National Joint Apprenticeship and Training Trust.

- G. The payment to the Apprenticeship Fund required above shall be made to the New Mexico FTI Committee Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1976. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though they had actually signed the same.

- H. For the purpose of this Section, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable. The only exception shall be holiday pay.

- I. Contributions shall be paid on behalf of any employee starting with the employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeymen and probationary employees.

- J. The payments to the Apprenticeship Fund required in paragraph F above shall be made to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund, which was established under an Agreement and Declaration of Trust dated February 1, 1971. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he/she had actually signed the same.

Section 3.

- A. The Employer hereby irrevocably designates as its representative on the Board of Trustees of the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in aforesaid Trust Indenture.
- B. The Union hereby irrevocably designates as its representative on the Board of Trustees of the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund, such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in aforesaid Trust Indenture.

Section 4. 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.

Section 5. If an Employer fails to make contributions to the New Mexico FTI Fund within twenty (20) 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 this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with the attorneys' fees and such penalties as may be assessed by the Trustees. The Employers' liability for payment under this Section 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 6. 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 to the Apprenticeship Fund as a deduction for income tax purposes.

Section 7. Contributions by the Employer to the above-named Fund shall be made on or before the tenth (10th) day of the month following the month for which they are due.

Section 8. The Agreement and Declaration of Trust established by the New Mexico FTI shall become a part hereto as though expressly written herein, and all parties agree to be bound by same as though they had actually signed same.

Article XVIII Pension Fund

Section 1. The only Agreement between the Employers and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement, as follows:

- A. Commencing with the first (1st) day of May, 1975, and continuing 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 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 in accordance with Appendix A "Wages and Fringe Benefits" of this Agreement to the above-named pension fund.

- 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. The only exception shall be holiday pay.
- D. Contributions shall be paid on behalf of any employee starting with the employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.
- E. The payments to the Pension Fund shall be made to the IUPAT Union and Industry 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.
- F. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. 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.
- G. 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 VI, Section 6 of the said Agreement and Declaration of Trust.
- H. 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 the payments due together with attorney fees and such penalties 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.
- I. The Pension Plan and Annuity Plan adopted by the Trustees 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 IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.
- J. Fringe Option: It is hereby agreed that the Union, upon ninety (90) days written notice to the Employers prior to any future wage increases called for in this Agreement, may apply any part or all of said increase to fringe benefits and the wage scale shall be adjusted accordingly.

Article XIX

Health and Welfare

Section 1. Commencing with the first (1st) day of November, 1974, and continuing for the duration of this Agreement and any extensions or renewals thereof, the Employer agrees to make payments to Painters & Allied Trades Local Union 823 Health and Wealth Fund, to provide Health and Welfare benefits for the employees covered hereby and their dependents as follows:

- A. For each hour or portion thereof for which an employee received pay, the Employer shall make a contribution according to Appendix A – “Wages and Fringe Benefits” to the Health & Welfare Fund.
- B. For the purpose of this Article, each hour paid for including hours attributed to show-up time and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable. The only exception shall be holiday pay.
- C. Contributions shall be paid on behalf of any employee starting with the employee’s first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to apprentices, journeymen, and probationary employees.
- D. The payments to the Health & Welfare Fund required above shall be made to the Painters & Allied Trades Local Union 823 Health & Welfare Fund which was established under an Agreement and Declaration of Trust dated September 4, 1969. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though he had actually signed the same.
- E. The Employer hereby irrevocably designates as his representatives on the Board of 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.
- F. All contributions shall be made to the above fund on or before the tenth (10th) day of the month for which they are due.

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 Health and Welfare Fund.

- G. If an Employer fails to make contributions to the Health and Welfare Fund within twenty (20) days after the date required by this Agreement, the Union shall have the right to take whatever action it deems necessary to secure compliance with this Agreement, and any other provisions thereof to the contrary notwithstanding, and the Employer shall be liable for all costs for the collection of the payments 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.

- H. The Health and Welfare Plan adopted by the Trustees of such plan 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 Health and Welfare Fund as a deduction for income tax purposes.

Article XX
Out-of-Area – 50-50

Section 1. Out-of-Area: The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, comply with all the lawful clauses of this Collective Bargaining Agreement.

Section 2. 50-50: The Contractor or 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, if available; any others shall be employed only from the Contractor's home area.

Article XXI Check-Off of Administrative Dues

Section 1. The Employer agrees to withhold Administrative Dues from the gross wages earned each pay period for each hour worked by the employee covered hereby and pay said amount to District Council 88/Local 823 on or before the tenth (10th) day of each succeeding month for which they are withheld. Payment of Administrative dues by the Employer shall be in accordance with the payment of Health and Welfare contributions.

The Union will certify to the Employer the amount to be deducted. The Union shall furnish the Employer authorization forms to be signed by the employee authorizing the withholding of said dues.

The Union shall furnish all Employers authorization forms to be signed by those employees who are not hired through the Union office. The Employer shall assume the responsibility of obtaining these signatures.

Article XXII Labor-Management Cooperation Initiative

Section 1. Commencing as of the effective date of this Agreement, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor Management Cooperation Fund for each employee covered by this Agreement, as follows:

- A. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of ten cents (\$0.10) to the Fund.
- B. For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable. The only exception shall be holiday pay.
- C. Contributions shall be paid on behalf of any employee starting with the employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.
- D. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

- E. The Employer hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
- F. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
- G. If an Employer fails to make contributions to the 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 to the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or my "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Article XXIII 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 onsite 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, owner, 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.

Section 3. If, after an Employer has violated this Article, the Union and/or 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 Trust Board remedying such violations, or defend an action that seeks to vacate such award, the Employer shall pay any accountant and/or attorney 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 XXIV Settlement of Complaints

Section 1. It is recognized that on occasion a complaint may arise between the Employer and the Union concerning the meaning of 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 earnings 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. In the event a complaint arises over the interpretation of this Agreement, the Union Business Representative and the Employer shall meet not later than ten (10) working days after the complaint arises and shall attempt to adjust the dispute. In the event the two (2) representatives are unable to reach a satisfactory solution to the dispute within five (5) working days from the date of their first (1st) meeting, the matter shall be submitted to arbitration by either party. Option: Either party may request mediation prior to submitting to arbitration. Written notice shall be served to the Federal Mediation and Conciliation Service Mediator requesting their services. The notice for mediation shall clearly state the nature of the complaint and the Section or Article of this Agreement alleged to be violated.
- B. Written notice to arbitrate shall be served by registered mail within three (3) working days after the fifteenth (15th) working day following the date the dispute arose or three (3) working days after the end of the mediation meeting. The notice of arbitration shall clearly state the nature of the complaint and the Section or Article of this Agreement alleged to be violated.
- C. The Employer or the Union shall request of the Federal Mediation & Conciliation Service to submit a list of five (5) names of suggested arbitrators. Such request to above arbitration service shall include a copy of notice to arbitrate and the complaints.

The Employer and the Union shall, within five (5) days after receipt of said arbitrator list, meet and select the arbitrator by alternately striking two (2) names each and the remaining fifth (5th) name shall be the arbitrator accepted by both parties whose decision shall be final and binding on both parties.
- D. The arbitration board shall consist of two (2) Union representatives, two (2) Employer representatives and the arbitrator. The Union and the Employer representatives shall have no vote on the final decision.
- E. It is understood and agreed the arbitrator shall not have the authority to modify the terms of this Agreement and shall only render his/her decision on his/her interpretation of the alleged violation. The decision of the arbitrator shall be retrospective to the date of the original complaint.
- F. The arbitrator shall render his decision, in writing, and deliver a copy to each party within thirty (30) days of the hearing.
- G. Each party will pay the expenses of their own representatives. The fee and expenses of the impartial, arbitrator shall be divided equally between the Employer and the Union.

Section 3. Notwithstanding any other provisions of this Agreement, and in particular any "no-strike" clause that may be contained herein, the Union shall be free to strike or engage in any other lawful, primary, economic action over any dispute between the parties involving wages and fringe benefits.

Article XXV
International Union Not Party to This Agreement

Section 1. It is understood and agreed by and between the parties to this Agreement that, by approving this Agreement pursuant to provisions set forth in the IUPAT General Constitution, neither the International Union of Painters and Allied Trades, AFL-CIO, ("International Union") nor any of its officers, agents, employees or representatives shall, in any manner:

- A. Be made the subject of any duty or liability whatsoever arising from the terms and conditions of this Agreement.
- B. Be held liable with respect to any claims, causes of action or liabilities relating to the application or interpretation of the terms of this Agreement, or the actions of the parties in relation thereto; and
- C. Be construed as parties to this Agreement.

The parties further acknowledge that the International Union shall not, in any manner, incur any responsibilities, duties or liabilities under this Agreement, by contract or by operation of law, that result from the exercise of the International Union's duty, pursuant to its General Constitution, to approve this Agreement as to form.

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 laws, such term or provision shall continue in effect only to the extent permitted by such law. If at any time hereafter such term or provision is no longer in conflict with any Federal or State laws, such term or provision as originally embodied in the 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 shall not affect or impair any other provision of this Agreement.

Article XXVII
IUPAT Top Workplace Performance

Section 1. Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second (2nd) time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third (3rd) time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

Section 2. 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, the decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

Section 3. The provisions in Sections (1) and (2) 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 XXVIII Successor Clause

Section 1. If this Agreement is signed by members of a partnership, it shall apply to them and each individually. In the event of a merger, consolidation or other legal change whatsoever, with respect to employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such Employer.

The undersigned Employer warrants, asserts and agrees that this document is executed by him/her with full authority to represent and bind any firm, partnership, corporation or association of which he is a partner, officer representative or member.

Article XXIX Agreement of the Parties

Section 1. This Agreement constitutes a complete understanding of the parties on all questions of wages, hours and other terms or conditions of employment. It supersedes all previous understandings, agreements and practices; written, oral or otherwise and constitutes the extent of the parties commitments to each other.

Section 2. This Agreement is to become effective and shall remain in full force and effect until March 31, 2021 and shall automatically renew itself from year to year unless either party desires to discontinue or modify the existing Agreement upon any termination date. At least sixty (60) days prior to such termination date, written notice of such intent must be given to other party hereto. It is further agreed that the first (1st) meeting regarding modification or termination will be held prior to the thirty (30) days from the expiration date of this Agreement.

Section 3. This Agreement may be reopened by the parties hereto for the purpose of negotiating wage and fringe increases on April 1, 2019 and on April 1, 2020, for the balance of the Agreement’s duration. Either party desiring to reopen shall notify the other in writing at least sixty (60) days immediately prior to April 1, 2019 and on April 1, 2020.

**NEW MEXICO GLAZIER
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**DISTRICT COUNCIL 88
LOCAL UNION 823**

AND

January 1, 2021 – December 31, 2023

FOR THE UNION

FOR THE EMPLOYER

District Council 88/Local Union 823
5425 Spindle Drive
Houston, Texas 77086
281-847-9635
281-847-9581 Fax

Signature

Signature

Date

Date

APPENDIX A
Wages and Fringe Benefits

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

Section 1. Wage scaled and dates applicable for Journeyman and Apprentices are as follows:

Foreman: On all jobs employing six (6) or more, one (1) man shall be designated working foreman and shall receive one dollar (\$1.00) per hour above the highest classification of workmen he is foreman of.

General Foreman: General Foreman shall receive two dollars (\$2.00) per hour above the highest classifications of working journeyman he is supervising.

Wage Increases: Wage increases shall apply to Foreman, Journeyman Glaziers, and Fabricators who have completed the following:

- Ten (10) hour OSHA Construction Class – within every three (3) years
- First Aid Class – within every three (3) years
- CPR Class – every year (four (4) hours)
- Safety/Skill Upgrade Classes – relevant to their trade, must complete eight (8) hours each year

The classifications listed above shall complete the required safety/skill class hours to be eligible for all wage increases. Those who do not complete the required safety/skills class hours, will not receive any wage increases until the required class hours are completed. Wage increases will not be retroactive back to their effective dates. The safety/skill upgrade classes shall be determined and made available by the New Mexico Finishing Trades Institute Committee.

Entry Level Journeyman: Any journeyman dispatched by the Union from the referral list who is new to the Employer and new to the IUPAT shall be required to take and pass a journeyman test (to be formulated) before being sent out to work as a journeyman glazier. Said journeyman shall be considered an Entry Level Journeyman (“ELJ”) and shall serve a four hundred (400) hour probationary period and receive wages and benefits as specified herein. If after the four hundred (400) hour probationary period the Employer determines the employee is not qualified to receive full journeyman wages called for in this Agreement, the employee shall have the option of being placed in the Apprenticeship program at the appropriate step.

Commercial Rates	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>	<u>01/01/24</u>
Journeyman	\$20.50	\$21.00	\$21.25	Contract Open
Fabricator	\$20.50	\$21.00	\$21.25	Contract Open
Entry Level Journeyman	\$16.25	\$16.50	\$16.75	Contract Open
Delivery Driver	\$ 9.25	\$ 9.50	\$ 9.75	Contract Open

* Will be negotiated per this agreement in 2021 and 2022.

Apprentices will only be paid their percentage of journeyman scale for the step they are classified as even if they are working on fabricating materials.

Wage increases effective on all jobs as of effective dates. All journeymen shall be required to attend upgrading classes as they are made available by the New Mexico Finishing Trades Institute Committee and must receive certification for the following:

- Lead Abatement Certification
- OSHA Hazard Awareness Certification

- CPR/First Aid Certification
- Respiratory Fit Certification
- Skill Improvement Classes
- Scaffold, User, Erector, Dismantler
- OSHA 10 Hour Construction Outreach
- OSHA 10 Hour Gen. Ind. Outreach
- Fall Protection
- Confined Space Certification
- Ergonomics
- Scaffold – Competent Person
- COMET I & II

Apprentice Wages: All indentured apprentices shall be a percentage of the Journeyman rates on the table listed below. Apprentice Glaziers are not to be paid wages above the step the apprentice has achieved unless sanctioned by the Trustees of the New Mexico Finishing Trades Institute.

Apprentices shall be paid a percentage of the journeyman rates on the following basis:

1 st six (6) months	50%	5 th six (6) months	65%
2 nd six (6) months	52½%	6 th six (6) months	70%
3 rd six (6) months	55%	7 th six (6) months	75%
4 th six (6) months	60%	8 th six (6) months	80%

Employer Contribution Schedule

Employer contributions except on behalf of entry level journeymen and apprentices are as follows:

Health & Welfare	\$ 4.60 per hour of employment
Pension	\$ 2.00 per hour of employment
Apprenticeship	\$ 0.40 per hour of employment
LMCI	\$ 0.10 per hour of employment

Employer contributions on behalf of entry level journeymen and apprentices are as follows:

Health & Welfare	
0 – 400 hours of employment	\$ 0.00 per hour of employment
Over 400 hours of employment	\$ 4.60 per hour of employment
Pension	
Apprentice	\$ 0.55
Entry Level Journeyman with	
0 – 400 hours of employment	\$ 0.55
Apprenticeship	\$ 0.40
LMCI	\$ 0.10

Employee Deductions:

Administrative Dues Check-off

4.25% of gross wages or as specified in the Local Union Bylaws

International Administrative Dues

Effective 06/01/20: five cents (\$ 0.05) post-tax deduction per hour

Effective 06/01/22: ten cents (\$0.10) post-tax deduction per hour

Reporting for the above contributions shall be furnished by the appropriate trusts.

El Paso Wages and Fringe Benefits

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

Section 1. Wage scaled and dates applicable for Journeyman and Apprentices are as follows:

Foreman: On all jobs employing six (6) or more, one (1) man shall be designated working foreman and shall receive one dollar (\$1.00) per hour above the highest classification of workmen he is foreman of.

General Foreman: General Foreman shall receive two dollars (\$2.00) per hour above the highest classifications of working journeyman he is supervising.

Wage Increases: Wage increases shall apply to Foreman, Journeyman Glaziers, and Fabricators who have completed the following:

- Ten (10) hour OSHA Construction Class – within every three (3) years
- First Aid Class – within every three (3) years
- CPR Class – every year (four (4) hours)
- Safety/Skill Upgrade Classes – relevant to their trade, must complete eight (8) hours each year

The classifications listed above shall complete the required safety/skill class hours to be eligible for all wage increases. Those who do not complete the required safety/skills class hours, will not receive any wage increases until the required class hours are completed. Wage increases will not be retroactive back to their effective dates. The safety/skill upgrade classes shall be determined and made available by the New Mexico Finishing Trades Institute Committee.

Entry Level Journeyman: Any journeyman dispatched by the Union from the referral list who is new to the Employer and new to the IUPAT shall be required to take and pass a journeyman test (to be formulated) before being sent out to work as a journeyman glazier. Said journeyman shall be considered an Entry Level Journeyman (“ELJ”) and shall serve a four hundred (400) hour probationary period and receive wages and benefits as specified herein. If after the four hundred (400) hour probationary period the Employer determines the employee is not qualified to receive full journeyman wages called for in this Agreement, the employee shall have the option of being placed in the Apprenticeship program at the appropriate step.

Commercial Rates	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>	<u>01/01/24</u>
Journeyman	\$21.55	\$22.05	\$22.30	Contract Open
Fabricator	\$21.55	\$22.05	\$22.30	Contract Open
Entry Level Journeyman	\$17.25	\$17.50	\$17.75	Contract Open
Delivery Driver	\$ 9.25	\$ 9.50	\$ 9.75	Contract Open

* Will be negotiated per this agreement in 2021 and 2022.

Apprentices will only be paid their percentage of journeyman scale for the step they are classified as even if they are working on fabricating materials.

Wage increases effective on all jobs as of effective dates. All journeymen shall be required to attend upgrading classes as they are made available by the New Mexico Finishing Trades Institute Committee and must receive certification for the following:

- Lead Abatement Certification
- OSHA Hazard Awareness Certification

- CPR/First Aid Certification
- Respiratory Fit Certification
- Skill Improvement Classes
- Scaffold, User, Erector, Dismantler
- OSHA 10 Hour Construction Outreach
- OSHA 10 Hour Gen. Ind. Outreach
- Fall Protection
- Confined Space Certification
- Ergonomics
- Scaffold – Competent Person
- COMET I & II

Apprentice Wages: All indentured apprentices shall be a percentage of the Journeyman rates on the table listed below. Apprentice Glaziers are not to be paid wages above the step the apprentice has achieved unless sanctioned by the Trustees of the New Mexico Finishing Trades Institute.

Apprentices shall be paid a percentage of the journeyman rates on the following basis:

1 st six (6) months	50%	5 th six (6) months	65%
2 nd six (6) months	52½%	6 th six (6) months	70%
3 rd six (6) months	55%	7 th six (6) months	75%
4 th six (6) months	60%	8 th six (6) months	80%

Employer Contribution Schedule

Employer contributions except on behalf of entry level journeymen and apprentices are as follows:

Health & Welfare	\$ 4.60 per hour of employment
Pension	\$ 2.00 per hour of employment
Apprenticeship	\$ 0.40 per hour of employment
LMCI	\$ 0.10 per hour of employment

Employer contributions on behalf of entry level journeymen and apprentices are as follows:

Health & Welfare	
0 – 400 hours of employment	\$ 0.00 per hour of employment
Over 400 hours of employment	\$ 4.60 per hour of employment
Pension	
Apprentice	\$ 0.55
Entry Level Journeyman with	
0 – 400 hours of employment	\$ 0.55
Apprenticeship	\$ 0.40
LMCI	\$ 0.10

Employee Deductions:

Administrative Dues Check-off

4.25% of gross wages or as specified in the Local Union Bylaws

International Administrative Dues

Effective 06/01/20: five cents (\$ 0.05) post-tax deduction per hour

Effective 06/01/22: ten cents (\$0.10) post-tax deduction per hour

Reporting for the above contributions shall be furnished by the appropriate trusts.