



HIGH PERFORMANCE  
HIGH VALUE

**SOUTHERN NEVADA  
GLAZIERS MASTER AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 16**

**&**

**GLAZING CONTRACTORS ASSOCIATION  
OF NEVADA**

**&**

**INDEPENDENT CONTRACTORS**

**February 29, 2020 - February 29, 2024**

## Table of Contents

Article 1: Purpose-Recognition	4
Article 2: Duration	6
Article 3: Employer Qualifications	7
Article 4: Management Rights	7
Article 5: Piece-work, Rebates and Sub-contractors	7
Article 6: Out-of-Area Work	8
Article 7: No Strike-No Lockout	10
Article 8: Union Label	10
Article 9: Violations	10
Article 10: Grievance Procedure	11
Article 11: Payments to Trust Funds	13
Article 12: Other Funds	19
Article 13: Apprenticeship	22
Article 14: Safety Committee	23
Article 15: Hiring Procedure	24
Article 16: Union Membership	25
Article 17: Stewards and Representatives	25
Article 18: Elections – Voting Time	26
Article 19: General Conditions	26
Article 20: Work Conditions	27
Article 21: Holidays	29
Article 22: Hours of Work and Overtime	29
Article 23: Travel Expense and Subsistence	32
Article 24: Payment of Wages	33
Article 25: Classification and Work Jurisdiction	34
Article 26: Wages	36
Article 27: Savings Clause	37
Appendix B: Rack Schedule	38

**GLAZIERS, ARCHITECTURAL METAL & GLASSWORKERS AGREEMENT**

This Agreement, made and entered into this twenty-ninth (29<sup>th</sup>) day of February, 2020, by and between The Glazing Contractors' Association of Southern Nevada (hereinafter referred to as "The Employer"), for and on behalf of its members who authorize said association to bind them to this Agreement and such other independent contractors who become signatory hereto, and the International Union of Painters and Allied Trades, District Council 16 (hereinafter referred to as "The Union").

**WITNESSETH:**

Whereas, the Union and the Employers and the individual Employers, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future;

Now, therefore, the parties hereto agree as follows: the term "Individual Employer" or "Individual Employers," as used in this Agreement, refer to the member firms of the Glazing Contractors' Association of Southern Nevada who are covered by the terms of this Agreement. If, during the terms of this Agreement, an Employer authorizes the association to bind the Employer to the terms of this Agreement, said Employer shall immediately become bound by the terms of this Agreement and any prior Agreement between such Employer and the "Union" or "Unions" shall be superseded by this Agreement and no longer has any force or effect. However, no "Individual Employer," subject to this Agreement, shall cease to be bound by the terms of this Agreement through resignation from or otherwise ceasing to be a member of the Glazing Contractors' Association of Southern Nevada until such individual Employer files appropriate notices as provided for in Article 2: Duration, of this Agreement.

**Section 1.** "To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

**Section 2.** All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able to also provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

**Section 3.** If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or Joint Trade Board remedying such violations, 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 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.”

This Agreement, and any supplement to amendments thereto, hereinafter referred to collectively as “Agreement,” shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

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 proceeding, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof, to the extent allowed by State and Federal law.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third (3<sup>rd</sup>) 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 to the Union, at the time the seller, transferor, or lesser, 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.

### **ARTICLE 1 PURPOSE – RECOGNITION**

**1.1** The purpose of this Agreement is to establish uniform hours, wages, and working conditions and procedures for the peaceful settlement of disputes and grievances to the end that the relations between the contractors and the Union shall be conducted on the basis of harmony and cooperation without resort to strikes or lock-outs; and further to establish a system of apprentice training to be jointly directed by labor and management in the interest of promoting the welfare of the industry and the general public.

**1.2 a)** The Employer agrees that the Union is the sole and exclusive bargaining representative of its employees which are covered by this Agreement. Furthermore, any Employer who is signatory to this Agreement, hereby agrees that upon demand by the Union, the Employer will submit to an Authorization Card Check to determine the majority status of the Union. The Employer hereby agrees that if the Union has presented proof, or the Union has offered to show proof, in the form of signed Authorization for Representation Cards in sufficient numbers to show that the Union represents a majority of its employees in an appropriate bargaining unit as compared to the most

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

recent remittance reports submitted to the trust fund administrator, that the Employer recognizes the Union as the sole and exclusive bargaining representative of the employees included in that appropriate bargaining unit as provided for in Section 9(a) of the National Labor Relations Act. The parties acknowledge that such recognition under Section 9(a) was renewed effective May 2011. This recognition extends to all present and future job sites of the Employer. The area of jurisdiction of this Agreement shall include the Counties of Clark, Lincoln, Nye and Esmeralda in the State of Nevada.

**b)** Should the contractor(s) establish rules and/or regulations not consistent with the terms of this Agreement, the contractor(s) agree to provide a copy of such to the Local Union.

**1.3** The following work of the Glaziers' and Glassworkers' Trade, among others, is included in the Unions' jurisdiction: outside installation, job construction work, inside production, maintenance, and janitorial work (except where the maintenance and/or janitorial work on the job site is being performed under a collective bargaining agreement with another labor organization or where a separate manufacturing agreement exists with the Local Union).

**a)** General Glazing shall include the layout and setting by hand or with machines, cutting, preparing, handling or removal of the following and incidental and supplemental to such work: setters of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, rubber, lead, and all types of mastics in wood, iron, aluminum or sheet metal, sash, skylights, doors, frames, stone, wall cases, show cases, book cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, fascia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panels to panels.

**b)** Production, maintenance, including all incidental and supplemental to, but not limited to the Employees, and Employees who are engaged in the cutting, preparing, handling and selecting of glass and/or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miter cutters, engravers, hole-drilling machine operations, belt sanding, automatic beveling, multi-groove edging machines, semi- and automatic-cutting machines, grinding, polishing,

## **SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

unpacking and racking of glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading of trucks and railroad cars.

**1.4** The Union hereby recognizes the Glazing Contractors' Association of Southern Nevada as the sole and exclusive bargaining agent for its members, who have authorized the Association to represent them in collective bargaining negotiations with the Union. A list of such members is attached hereto, marked "Exhibit A," and made part hereof.

**1.5** A shop or Employer's plant, for the purpose of this Agreement, shall be defined as any location of the Employer's work at a shop or plant where the Employer conducts business covered by this Agreement.

**1.6** All of the terms and conditions of this Agreement shall apply to any new locations or branch facilities of the Employer concerning the work covered by this Agreement.

**1.7** The term "Journeyman Glazier/Glassworker" means an Employee who is qualified by experience and ability to perform work with tools and machines as are necessary in the performance of skilled Glaziers' or Glassworkers' work (including metal work).

**1.8** The Employer will provide job award reporting to the Union on jobs they have been awarded by general contractors valued at \$100,000 or more. The reporting will be provided via email to the Union. The Employer will include the following information of projects awarded:

- Name of General Contractor
- Address of the project
- Owner of the project
- Estimated man hours of the project
- Estimated start date of the project

### **ARTICLE 2 DURATION**

**2.1** This agreement shall become effective on the twenty-ninth (29<sup>th</sup>) day of February, 2020, and shall remain in full effect until the twenty-ninth (29<sup>th</sup>) day of February, 2024 unless written certified return receipt notice of its desire to change, modify, or amend this agreement is received by either party to this agreement not less than sixty (60) days, not more than ninety (90) days prior to February twenty-ninth (29<sup>th</sup>), 2024.

**2.2** Where no such cancellation or termination notice is served by either party, the agreement shall continue in full effect for successive twelve (12) month periods unless written certified return receipt

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

notice of its desire to change, modify, or amend this agreement is received by either party to this agreement not less than sixty (60) days, not more than ninety (90) days prior to February twenty-ninth (29<sup>th</sup>), 2024.

**ARTICLE 3  
EMPLOYER QUALIFICATIONS**

**3.1** Each Employer signatory hereto shall have a valid state contractor's license for the type and volume of work in which he is engaged, whenever such a license is required by the state contractor's license law. Employer shall also be obligated to comply with all federal, state and municipal laws or ordinances pertaining to the Glazing Industry, as well as the rules and regulations of the Nevada Industrial Commission.

**3.2** All individual Employers party to this Agreement shall identify all glazing trucks or glazing vehicles used in the glass and glazing trades by the name of the individual company permanently affixed to the trucks or vehicles.

**ARTICLE 4  
MANAGEMENT RIGHTS**

**4.1** Management functions and the exercise thereof shall be unqualified and shall remain exclusively with the Employer and shall include, without limitation, all matters not covered by this Agreement, as well as the following, to the extent that the following are not limited or modified by the terms and conditions of this Agreement.

**a)** Except as limited in this Agreement – to hire, promote, assign to shifts, discipline, maintain efficiency, increase or decrease the workforce, determine the number of Employees necessary to perform the work, and discharge Employees for cause; and

**b)** To determine the type and nature of work to be performed the location of work and the scheduling of such, the schedule of working hours and workdays and the methods, processes and means of manufacture.

**ARTICLE 5  
PIECE-WORK, REBATES AND SUB-CONTRACTORS**

**5.1** No piece-work shall be permitted on any type of work covered by this Agreement. No Employer or Agent of the Union or Employee covered by this Agreement shall give or accept, directly or indirectly, any rebate of wages.

**5.2** The Employer agrees that should work, as herein defined, be contracted or assigned to a subcontractor, provision shall be made to require compliance by the subcontractor with all the terms

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

of this Agreement. A “Subcontractor” shall be defined as any person, firm, partnership, corporation or other entity that is properly licensed in accordance with state law, or the appropriate state agency, to perform work covered under the scope of this Agreement. “Material Suppliers” are not to be considered “Subcontractors” as that term is used in this Agreement, as long as Material Suppliers are not performing bargaining unit work. The parties agree that any work to be performed at any facility of the Employer, or at the jobsite, for the purpose of fabrication, installation, repair or warranty, the terms of this Agreement shall apply.

**5.3** The Union agrees that the provisions, conditions and benefits thereof, shall be extended to all subcontractors of the Employer insofar as work covered under this Agreement is concerned, provided only, that such subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all the terms and conditions of this Agreement.

### **ARTICLE 6 OUT -OF-AREA WORK**

**6.1** It is being understood that the principal place of business and employment of the Glazing and Glassworkers’ Contractors Signatory to District Council 16 in the jurisdiction area of District Council 16 on such occasion undertake work in other cities and area on which occasions such Employers employ such additional Employees, residents of such other city or area as the need of the work requires, it is agreed that:

**6.2 a)** The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area.

**b)** The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographical jurisdiction and executed by the employers of the industry and the IUPAT affiliated union in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated union has an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer’s request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive a) contributions to their home benefit funds at the rate called for in their agreement and b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus home wages]. This provision is enforceable by the union whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective



bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.

### **6.3 Out of Area Employers**

**a)** Employers from outside of the geographical jurisdiction of the Union party to this Agreement, when engaged in work within 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.

**b)** Employers from outside of the geographical jurisdiction of the Union party to this Agreement, when engaged in work within the geographical jurisdiction of the Union party to this Agreement, shall, prior to commencing work, require all employees to present a written referral from the Local Union where the work is being performed.

### **6.4 Preservation of Work**

**a)** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders exercises directly or indirectly (through family members or otherwise) management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**b)** All charges of violations 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 binding resolution of disputes. As a remedy for violations of this section, the Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.

c) If, after an Employer has violated this section, 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 an Arbitrator 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 Joint Trust Funds, plus the costs of litigation, that have resulted from such legal action unless the Employer prevails. This section does not affect other remedies, whether provided by law or this section, that may be available to the Union and/or the Joint Trust Funds.

**ARTICLE 7  
NO STRIKE - NO LOCKOUT**

**7.1** Except in cases of a deadlock in contract re-opening negotiations, the Union shall not call, engage in, sanction or assist in a strike against the Employer and the Employer shall not cause a lockout of the Employees covered under the terms hereof.

**7.2** All disputes and grievance involving the interpretation or application of the terms hereof shall be handled strictly in accordance with the procedure established under Article 10: Grievance Procedure.

**7.3** Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

**ARTICLE 8  
UNION LABEL**

**8.1** The Employer agree that the Union label, as furnished by the Union, shall be displayed on all job sites, and may be replaced on all work performed by bargaining unit Employees and such Union label shall be in the custody of the Union designated Employee of the Employer. The work that is to carry the Union label shall be subject to mutual agreement between the Employer, the Union and the owner.

**ARTICLE 9  
VIOLATIONS**

**9.1** Any Employer who fails to pay his/her contributions for health & welfare insurance coverage herein provided for shall be held responsible and liable to any employee covered by this Agreement for the benefits which would have been provided by such health & welfare insurance coverage.

**9.2** Employees shall not enter or remain in the employ of any Employer who willfully neglects or refuses to follow the Grievance and Arbitration procedure or after due rulings refuses to abide by the decision rendered pursuant to the provisions of this Agreement.

**9.3** No party to this Agreement, whether Employer or employee, shall work for or with, or employ on any job a person as Employer or employee, who is acting in violation of this Agreement or who has failed or refused to comply with any decision of an arbitrator, mediator, Labor Commissioner, or other ruling party rendered pursuant to the provisions of this Agreement.

**9.4** Business Representatives of the District Council shall be informed immediately of any violation. Business Representatives shall not be allowed to remove Journeypersons and Apprentices from any and all jobs unless the contract violation involves failure to pay proper wages, failure to pay Fringe Benefits, failure to meet all financial obligations provided for by this Agreement, safety reasons, and a non-referred person on the job (a non-referred person who has not been reported to the Union per Article 18.5). Employees removed from any job for such violations shall be paid by the contractor the amount at the rate of straight time to compensate them for the inconvenience and loss of time due to said violations. Said waiting time shall not exceed five (5) days. It shall be a violation of the Agreement for failure to report violations of the Agreement.

**9.5** Union to police own forces with penalties for working open shop.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**10.1** For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

**10.2** Such grievances shall be handled in the following manner:

**a)** The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative within ten (10) working days to discuss the grievance.

**b)** If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it shall be submitted to the Grievance Resolution Committee. Said Committee shall be comprised of two (2) representatives designated by Glazing Contractors Association of Southern Nevada, and two (2) representatives designated by the Union. In the event the parties are unable to resolve the grievance, then at the request of either party, the matter shall be submitted for arbitration by written notice to the other party within fifteen (15) working days from the date of the Grievance Resolution meeting.

**c)** In addition to claims for meal period and rest period violations governed by this Agreement, the following claims and claims for associated penalties will be resolved exclusively through the procedures set forth in this Grievance and Arbitration Procedure, and may not be brought in a court of law or before any administrative agency such as the Nevada Labor Commissioner: all claims arising under the Fair Labor Standards Act, the Nevada Labor Code and the Industrial Welfare Commission Orders for: unpaid wages (e.g., claims for hours worked, overtime wages, minimum wages and incorrect rate(s) of pay); heat illness recovery violations; waiting time penalties;

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

reimbursement of expenses (e.g., tools, cell phone charges, mileage and subsistence); and recordkeeping of personnel files, time records and payroll records.

For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Grievance and Arbitration. For all other claims covered by this section, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the arbitrator. All substantive and procedural rights applicable to mandatory arbitration of employment claims shall be observed (e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The selected arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings.

It is expressly understood that employees covered by this Agreement are waiving the right to bring, maintain or participate in any class, collective or representative proceeding, whether in arbitration or otherwise, of claims encompassed by this section.

**10.3 ARBITRATOR** - If the parties cannot reach agreement on an impartial Arbitrator, either the Union or the Employer may request the Nevada State Conciliation Service to submit a list of five (5) Arbitrators to the parties. The list shall contain only established Arbitrators in the state of Nevada. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.

**10.4 HEARING** - The impartial Arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

**10.5 AMEND AGREEMENT** - The Arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement.

**10.6 EXPENSE FOR ARBITRATION** - The party losing the arbitration shall pay the Arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the Arbitrator shall decide who shall pay the expenses of the Arbitrator whether in whole or in part.

**10.7 FOURTEEN DAY LIMIT** - Matters not presented to the Employer in writing within a period of fourteen (14) working days after the knowledge of the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

**10.8 UNION ECONOMIC OR LEGAL ACTION** - In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of

its intention to take such economic action. No economic action may be taken by the Union if prior to the taking of such action the Employer has raised a question concerning the interpretation, application or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund, or escrow account to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 9 VIOLATIONS.

**ARTICLE 11  
PAYMENTS TO TRUST FUNDS**

**11.1 Current Trust Funds:**

This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly-administered Trust Funds:

- **IUPAT Union and Industry Pension Fund**
- **Southern Nevada Glaziers and Fabricators Pension Fund-401k Plan**
- **Southern California and Arizona Glaziers, Architectural Metal and Glassworkers' Pension Plan**
- **Glaziers Health & Welfare Trust Fund**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **Finishing Industries Labor-Management Partnership – FILMP**
- **IUPAT – Finishing Trades Institute**

**11.2 Trust Agreements:**

The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement, commencing with the 29th day of February, 2020 and for the duration of the Agreement, and any renewals or extension hereof, the Employer agrees to make payments to the applicable Pension Funds for each employee covered by this Agreement, as follows:

Contributions:

1) The Employer agrees to make contributions in accordance with the applicable Wage Schedule A.

**a)** Effective March 1, 2021, and each year thereafter, the Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for the year. The five percent (5%) increase to the pension shall be taken from

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

the afore mentioned increase. Such increase will be rounded up to the nearest penny. The Union shall notify the Employers of the new Pension rate as they occur.

**b)** The Employer and Employee agree to contribute equal amounts to any future increases to the established rate of the Glazier's Health and Welfare Trust Fund. The trustees, upon giving thirty (30) days' advance written notice, shall have the right to allocate a contribution increase for the Health and Welfare Trust Fund only.

**c)** In the event there is a reduction to the Health and Welfare rate, the Employer shall receive half of the reduction, the employees shall receive the other half of the reduction amount added to their wages.

**d)** The Southern California and Arizona Glaziers, Architectural Metal and Glassworkers' Pension Plan may, upon written notice to the Employers, divert funds into the International Union of Painters and Allied Trades Industry Pension Plan at no administrative cost to the Employers, until Trust termination date.

**2)** 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.

**3)** Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes all indentured apprentices and members of the International Union of Painters and Allied Trades, District Council 16.

**4)** The payments to the IUPAT Union and Industry Pension Fund required in Section 1 above 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 they actually signed the same.

**5)** The payments to the Southern Nevada Glaziers and Fabricators Pension Trust Fund required shall be made to the Southern Nevada Glaziers and Fabricators Pension Trust Fund, which was established under an Agreement and Declaration of Trust, dated November 1, 2001. 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 they actually signed the same.

**6)** The Employer hereby irrevocably designates as its representatives on the applicable Boards 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 Agreements and Declarations of Trust, as amended from time to time.

**7)** 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 the applicable sections of the said Agreements and Declarations of Trust.

8) The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable to Employer at all times to treat contributions to the Pension Fund as a deduction for Income Tax purposes.

**11.3 Trustees:**

Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any Trust Funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Glazing Contractor's Association of Southern Nevada shall appoint their Trustees in accordance with their bylaws and this Agreement.

**11.4 Payments to Trust Funds and Other Funds:**

**a) Other Funds:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Labor-Management Co-Operative Committee, Industry Promotion Fund, DC 16 STAR Fund, Administrative Dues Check-Off, International Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreements of the Glaziers Health and Welfare Trust Fund.

**b) Due Date:** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15<sup>th</sup>) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

**c) Liquidated Damages and Interest Assessments:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorney's fees and any other expenses incurred in connection with the delinquency. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the Glaziers Health and Welfare Trust Fund.

**d) Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.

**e) Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the Collective Bargaining Agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his/her obligations to make payments.

**f) Place of Payments:** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, Glazing Contractor's Association of Southern Nevada, and the Union, and on such forms as they may require.

**g) Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.

**h) Payroll Inspection:** The Administrator of the Trust Funds referred to in Section 1 above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.

**i) Time Records:** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of employee's social security number or employee company ID number, the job or jobs' names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.

**j) Electronic Recordkeeping:** Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.

**k) Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name and shall include:



## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

- 1) Total straight time hours worked and the rate of pay;
- 2) Total overtime worked and overtime rate;
- 3) Total gross wages paid, including pay for Travel Time;
- 4) Deductions itemized; and
- 5) Net pay for period.

**l) Failure to Keep Records:** If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts' representative, shall be deemed to have performed covered work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

### **11.5 Audits of Records:**

The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including, but not limited to, the following:

- a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.
- b) Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
- c) The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
- d) Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
- e) Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
- f) Individual employees' time records as required by this Agreement for each employee of Employer.
- g) Records of each job involving work covered by this Agreement to the extent that such records exist, including:
  - 1) Name and address of owner of property where work covered by this Agreement was performed;

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

- 2) Name and address of the general contractor for whom the work was performed;
- 3) Street address where work covered by this Agreement was performed;
- 4) Total payroll cost of each job;
- 5) Name and address of each person who performed work covered by this Agreement on each job.

h) Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.

i) Disbursement Journal of the Employer.

j) Payroll Journal of the Employer.

Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check and not subject to Union deductions, fringes or contributions.

### **11.6 Transfer of Money from Benefit Funds to Wages:**

During the term of this Agreement the Union and/or Trustees may request in writing a proposed increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. To become effective, any such proposed increase or decrease must be set forth in a written Memorandum of Understanding agreed to and executed by Glazing Contractor's Association of Southern Nevada, and the Union, which shall set forth the effective date of the change in contributions.

### **11.7 Erroneous Payments:**

An Employer shall be entitled to credit against future employer contributions to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Funds' policy on overpayments of contributions.

**11.8 Fringe Benefit Coverage for Other Employees:**

Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

**11.9 Affordable Care Act Compliance:**

The Bargaining parties authorize the Trustees of the Glaziers Health and Welfare Trust Fund to take such actions as are necessary to address any details required to fully comply with the Affordable Care Act. However, no benefits or terms of this Article or the Agreement as a whole may be reduced without mutual agreement of Glazing Contractor's Association of Southern Nevada and the Union.

**ARTICLE 12**  
**OTHER FUNDS**

**12.1 Dues Check-Off:** Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement, dues in the amount specified in the applicable Union's Bylaw provisions, and to remit said amount to the Union in the following manner.

- a) The Union will notify the Employer in writing of the amount of dues specified in the Bylaws, and will submit to the Employer a copy of the Bylaws or the applicable bylaw provisions.
- b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the Bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- c) On or before the 15th day of each month, the Employer will remit to the Trust Fund Administrator the entire amount of dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representatives "assessment", the Employer shall check off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative "assessment" in the amount stated in that other union's bylaws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing this check-off, the procedure specified in Section 12.1 (a-c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative

dues or business representative "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other Union contain no provision for administrative dues or business representative "assessment", the Employer shall continue to be bound by Section 1.

**d)** The Union agrees to furnish the Employer with authorization cards for each Employee for the deduction when filed with the Employer.

**12.2 Labor-Management Co-Operative Committee:**

The parties have agreed to create a committee whose purpose is to enforce prevailing wage compliance and promotion of the industry in the State of Nevada. The program shall be funded by contributions to be made as follows: for each hour worked fifty-eight cents (\$0.58). The Business Manager/Secretary Treasurer of IUPAT District Council 16 shall appoint all Labor Trustees. The Employer hereby irrevocably designates as its representatives on the applicable Boards 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 Agreements and Declarations of Trust, as amended from time to time. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though they had actually signed the same. Contributions shall be made pursuant to the provisions of Article 11.

**12.3 IUPAT-Finishing Trades Institute:**

We hereby establish under this Collective Bargaining Agreement a provision for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$.05) per hour for each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 11.

**12.4 IUPAT-Finishing Industries Labor-Management Partnership:**

We hereby establish a contribution to the Finishing Industries Labor-Management Partnership (IUPAT-FILMP) effective the date of this working agreement and any renewals or extensions thereof.

**a)** For each hour or portion thereof, for each employee covered under this Collective Bargaining Agreement, the Employer shall pay ten cents (\$0.10) payable to the Trust Fund. Contributions shall be made pursuant to the provisions of Article 11.

**12.5 Voluntary Payroll Deduction of Political Contributions:**

Each Member hereby authorizes and directs the Employers to deduct from their pay the sum of five cents (\$.05) for each hour worked, as a contribution to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together -Political Committee (PAT-PC) of the

International Union of Painters and Allied Trades 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 of five cents (\$0.05) to PAT-PC. Contributions shall be made pursuant to the provisions of Article 11.
- c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees and probationary employees.

**12.6 STAR Program:**

There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote the high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).

- a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
- b) The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour worked or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 11.

**12.7 Industry Promotion Fund:**

- a) All contractors who are Signatory to this Agreement with District Council 16 shall contribute forty cents (\$0.40) per hour, but not less than twenty dollars (\$20.00) per month to the Industry Promotion Fund.

It is understood that at the time that this Agreement was finalized, the Glazing Contractors Association of Nevada was the only Signatory Contractor Association in the Glazing Industry who was signatory to this Agreement who had established an Industry Promotion Fund via an Agreement and Declaration of Trust. It is further understood that if in the future, another Association obtains "proxies" from signatory Employer(s), Fund contributions attributable to hours worked by employees of that (those) Employer(s) shall be forwarded to the appropriate Association. Contributions to the Industry Promotion Fund shall be made at the times and in the manner prescribed by said Trust(s). For the purpose of administrating this Fund, the individual Employer, by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as his Agent in all matters concerning said Trust Fund. Payments will be as provided for in Article 11. It is agreed that this fund is not to be used for any anti-labor activities.

**ARTICLE 13  
APPRENTICESHIP**

**13.1** For the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters and Allied Trades and employer associations in the industry, agrees to make payment to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund (hereinafter referred to as "JATTF") for each employee covered by this Agreement as follows:

a) For each hour, for which an employee receives pay, the Employer shall contribute the sum indicated in the attached wage schedule "A" for the JATTF and FTI. All funds shall be contributed in the manner and at the times specified in Article 11 PAYMENTS TO TRUST.

b) Should the apprenticeship board of trustees determine an increase in contribution is necessary, the Employers agree to contribute additional funds as requested by the board of trustees. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

**13.2** The members of the JATTF, having set up a program for the handling of an Apprenticeship system, have referred the program to the Local Joint Advisory Training Committee (herein after referred to as the "JATC"). Members of the Committee shall be selected by the group they represent (Labor and Management). It shall be the duty of this Committee to work out rules and regulations for the control of Apprentices in the Glazing Industry of Southern Nevada and decide all complaints having to do with Apprentices.

**13.3** New Apprentices: Glazier apprentices shall be accepted by the Local JATC under the terms and conditions heretofore approved by the State of Nevada Bureau of Apprentice Training. Pension benefits will be paid at the rates detailed in the attached Wage Schedule A of this Agreement.

**13.4** All apprentices entering the trade after the effective date of this Agreement shall be bound to their Employer and/or Local JATC by contract in writing for a period of five (5) years.

NOTE: The term of Apprenticeship training shall be in accordance with standards set up by the Nevada State Apprenticeship Council of the Glazing Industry.

**13.5** All Employers signatory do hereby agree to comply with and shall be entitled to all the provisions of the Agreement and declaration of trust, which has been executed by the parties hereto. The signatory Employers further agree to accept the management trustees appointed by the representatives on said Local JATC.

**13.6** The Local JATC, through the Agreement and Declaration of Trust and through the Apprenticeship and Journeyman Training Standards, shall establish the Journeyman Apprenticeship Ratio.

**13.7** Employers and the Union agree that all apprentices working at the trade shall attend vocational school established for the training of said apprentices and assist in enforcement of all rules and regulations now in effect or hereinafter adopted by the Local JATC.

**13.8** All apprentices failing to attend class where schools are established on night or day designated by the Local JATC, except by legitimate excuse, shall be immediately removed from their work by an authorized Representative of the Local JATC and/or Local Union and shall not be permitted to return to work until a hearing has been held before the Local JATC and the matter settled to the satisfaction of said Committee.

**13.9** Any Employer who has been notified by the Local JATC that his/her apprentice has been suspended from employment for not attending apprenticeship classes and continues to employ said apprentice shall be in violation of this Agreement

**13.10** Apprentice wages shall be as follows:

Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows in accordance with Apprenticeship Standards, which include six (6) months' time, required hours worked, and completion of required classes:

1 <sup>st</sup> six (6) months: 40%	6 <sup>th</sup> six (6) months: 70%
2 <sup>nd</sup> six (6) months: 46%	7 <sup>th</sup> six (6) months: 76%
3 <sup>rd</sup> six (6) months: 52%	8 <sup>th</sup> six (6) months: 82%
4 <sup>th</sup> six (6) months: 58%	9 <sup>th</sup> six (6) months: 88%
5 <sup>th</sup> six (6) months: 64%	10 <sup>th</sup> six (6) months: 94%

#### **ARTICLE 14 SAFETY COMMITTEE**

**14.1** Employees are required to comply with all safety policies and practices established by the contractors from time to time and to cooperate with the contractors in the enforcement of safety rules and regulations. The Union undertakes to promote the realization of the responsibility of the individual Employees in the prevention of accidents. Each contractor will establish a safety committee comprised of at least one (1) bargaining unit representative whose functions shall be to advise with contractor management concerning safety and health matters, the safety committee shall require Employees to be in attendance. The purpose of such meeting shall be to discuss and communicate established safety rules and procedures. The contractor further agrees to provide for the safety and health of its Employees during the hours of their employment in accordance with applicable state and federal and OSHA regulations.

**14.2** Safety harnesses shall be used in all situations where safety belts are now required.

**ARTICLE 15  
HIRING PROCEDURE**

**15.1** The Union shall establish and maintain separate, open and non-discriminatory Employment lists for workers desiring Employment on work covered by this Agreement, and such workmen shall be entitled to registration and referral free of charge, subject to the provisions of this article. All Employees covered by this Agreement shall be dispatched by the Union with a proper referral and requested certifications.

**15.2** The Employer shall first contact the referral office of the Union for the workers they may from time to time need, and the Union shall immediately furnish to the Employer the required number of workers of the classification needed and requested by the Employer strictly in accordance with the procedure established.

**15.3** The referral office will fill the Employer's request for workers of the type specified from among those entered on said lists by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, the Union membership, policies or requirements. The Employer will be able to select every worker off the list by name.

**15.4** The Union will establish a separate list for the various classifications. There will be no residence requirement. When the Employer has notified the Union in writing that a worker is not eligible for rehire, he/she shall not be forced into hiring but may do so should he/she elect to at a future date. Applicants referred by the Union who are not eligible for rehire shall not be entitled to show-up time or any form of compensation.

**15.5** The Employer hereby agrees that when a worker is laid-off or terminated, that the Employer shall fax or Email a Separation Form to the Union office and shall furnish the Union with information relative to reason for layoff or termination and eligibility for rehire.

**15.6** If the registration lists are exhausted, or if registrants refuse referrals, and the Union is unable to refer applicants for Employment, it shall immediately notify the Employer of the facts and, if within forty-eight (48) hours from the time the Employer's request was received (Saturday and Sunday excluded), the order is still not filled, the Employer may procure Employees from any other available source. If Employees are recruited from such other source, the Employer shall, within twenty-four (24) hours, report to the Union the names, dates of hire and classification of such Employees.

**15.7** Should an Employee be hired contrary to the provisions of the hiring procedure, the Union Representative shall request the Employee that the Employer so hired, be dismissed. Should the Employer refuse to dismiss such Employee, the matter shall be referred to Article 10, Grievance Procedure.



**15.8** In order to be entitled to registration and referral as a trained Glass Worker, the applicant must be able to demonstrate that he has worked at the trade. In attempting to ascertain whether the applicant qualified under the provision, the signatory parties shall use such objectives as tests or letters of reference from previous Employers, evidence of completion of a bona fide training program or standards written and/or practical examinations. If examinations are used, they shall be approved by the Joint Apprenticeship Training Committee.

**15.9** Apprentices shall be hired and transferred in accordance with the Apprenticeship Standards and provisions of the Glaziers Joint Apprenticeship Training Committee (JATC).

## **ARTICLE 16 UNION MEMBERSHIP**

**16.1** Whenever the state and federal laws make it lawful to do so, the following provisions of Union membership shall become operative. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union on the effective date of this provision remain members in good standing and that those who are not members of the Union on such dates and all who are hired subsequently shall no later than the thirty-first (31<sup>st</sup>) day after their date of hire, whichever is later become and remain members in good standing of the Union.

**16.2** Whenever state and federal laws make it lawful to do so, it shall be a condition of Employment that all outside Glaziers employed by an Employer who is engaged primarily in the building and construction industry, who are members of the Union of the effective date of this provision, shall remain members in good standing and all those who are not members on the effective date of this provision and all who are hired subsequently shall, as a condition of employment, become members of the Union on the eighth (8<sup>th</sup>) day after their date of hire, whichever is later.

**16.3** The Union agrees to admit to membership all applicants upon terms and conditions not more burdensome than those applicable to present members of the Union.

**16.4** The Employer agrees to notify the Union within twenty-four (24) hours of the Employment of any new Employees who are covered under the terms of this Agreement.

## **ARTICLE 17 STEWARDS AND REPRESENTATIVES**

**17.1** The Business Manager/Secretary-Treasurer or his/her local designee may appoint a Shop Steward in all recognized shops and on all jobs where more than ten (10) employees are required. The steward is to receive grievances or disputes from employee members of his/her craft and shall immediately report them to his/her Business Representative, who shall immediately attempt to adjudicate the grievance or dispute with the Employer or their representative.

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

**17.2.** The steward shall be a working employee of the Employer selected by the Union who shall in addition to his/her regularly assigned work, be permitted to perform during working hours (not to exceed fifteen (15) minutes, such of his/her steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his/her duties, including, in addition to his/her normal duties, obtaining information on safety and sanitation. The Employer shall make available to such designated shop steward the names and locations of jobs in progress and the number and names of bargaining unit employees employed on such jobs, when requested.

**17.3.** The Union shall notify the Employer or their representative, in writing, of the appointment of the steward. The Employer or their representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of their intent to do so one (1) full working day prior to such layoff or discharge.

**17.4** It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever overtime is worked and as long as there is work he/she is qualified to perform. The steward shall not be discharged or laid off for the performance of his/her Union duties. The Steward (who must be capable of performing the work) shall be the last employee to be laid off or terminated (other than for cause) excluding supervision.

**17.5** The Union reserves the right to replace or name new Stewards at its discretion.

**17.6** Authorized Representatives of the Union shall be allowed to visit any job of the Employer. The Authorized Representative of the Union must abide to the badging requirements as may be required by the General Contractor and/or the end user. The authorized Representative of the Union shall notify the Employer, or the Employers' designated Representative, when he/she arrives and leaves the Employer's premises.

**ARTICLE 18  
ELECTIONS – VOTING TIME**

**18.1** Employees who are registered voters in Southern Nevada and who are scheduled to work on a voting day shall be allowed a reasonable amount of time off without pay for the purpose of voting in national, state and local elections. Employees will also be allowed reasonable time off, without pay, for Union elections.

**ARTICLE 19  
GENERAL CONDITIONS**

**19.1** When an Employee is required by the performance of his/her duties to incur parking expenses because of no free parking provided in the immediate vicinity of a job site, the Employer shall pay

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

for such reasonable parking expenses incurred, provided the Employee submits a parking check stub establishing the actual cost of parking. When the parking lot is offsite, the Employee will be paid eight (8) hours for seven and three-quarters (7  $\frac{3}{4}$ ) hours worked. Starting time will commence at grade level and quitting time will be at the Employer's gang-box.

**19.2 Affirmative Action:** Neither party will discriminate against any person with regard to employment or Union membership because of race, creed, religion, color, sex, age, national origin, or ancestry. This provision shall apply to hiring placement for employment, training during employment, rates of pay or other forms of compensation and benefits, selection for training, including apprenticeship, lay-off or termination, and application for admission to Union membership. Further, the Employer and the Union shall observe the rights of the handicapped as provided for in the Rehabilitation Act of 1973; the rights of the disabled veterans and the veterans of the Vietnam era, as provided for in the Vietnam Era Readjustment Assistance Act; and comply with the provisions of the Family and Medical Leave Act. Whenever used in this Agreement, masculine personal pronouns shall be understood to include the feminine and the opposite shall apply unless it would not be appropriate in the context used as to the meaning of the phrases or clauses in question.

**19.3** No Employee shall suffer any loss of pay or reduction of any benefits of any kind by virtue of the signing of this Agreement, unless as otherwise provided for in this Agreement. Any raise in pay will be in addition to present Employees' wage rate.

**19.4** Roll-up times at the end of the shift will be a maximum of fifteen (15) minutes, however, if materials or equipment needs to be transferred from one (1) floor to another, Employees shall be allowed sufficient time to roll-up and the above mentioned fifteen (15) minutes restriction shall not apply.

### **ARTICLE 20 WORK CONDITIONS**

**20.1 High Pay** – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

**20.2** The number of employees required to handle glass shall be as outlined in Appendix "B," attached.

**20.3** In order to get employed in the trade, all journeymen Glaziers shall have a complete set of tools to perform the work required in a proper manner. Tools for apprentices shall be required according to their grade. First (1<sup>st</sup>) year apprentices, however, are not required to have tools. The minimum tool requirement for Journeyman Glaziers and the tools to be furnished by management are as follows:

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

a) To be furnished by Master and Architectural Journeymen:

Hack Saw	Combination Square
Hammer	Tap Wrench
Pliers	Off-set Glass Pliers
Glass Pliers	Screwdrivers
All Necessary Files	Left/Right Sheet Metal Cutters
Chalk Box	Rule or Tape - 25'
Pry Bar	Allen Set SAE & Metric
Vinyl Roller	Full Wrench Set (3/8" to 3/4")
Ratchet and Socket Set (3/8" and 6mm to 16mm) to 3/4" and 6mm to 16mm)	
Dead Blow	

Employees cannot bring any power tools to the workplace. Employees shall be responsible for any negligence or abuse of Employer's tools resulting in loss or damage. Employer shall notify the Union within two (2) business days of incident, the Union shall assist in the resolution of the matter within (5) business days.

b) All other tools to be furnished by management.

c) All trucks, Employees cannot use their own personal vehicle to haul any materials or equipment belonging to the Employer except small power tools, such as drills and screw guns, or small materials, such as closer, hinges, door handles, etc.

**20.4** All shops and Employers' trucks shall contain an adequately supplied first (1<sup>st</sup>) aid kit.

**20.5** a) The Employer shall provide, on each job site and in the plant, a secure place where his/her Employees may keep their tools. If an Employee's tools are lost by reason of fire, flood or theft, the Employer shall be liable for the loss of such tools and the Employer agrees to replace or reimburse with tools or equal quality at the Employer's option.

b) The Employer shall be liable only if the Employee has done the following:

1. The Employee will have a Union-supplied checklist for tools as a part of dispatch.
2. The Employee's tools must be stored in the place provided for by the Employer.
3. If the Employee is traveling, he/she must keep the tools in the vehicle and locked when not driving.
4. On any claimed theft of the Employee's tools, the Employee or the Employer must file an appropriate police report as soon as the loss is discovered by the Employee or Employer.

**20.6** a) All work shall be done in conformity with the specifications on the job concerning workmanship. If no such specifications exist for said job, glazing and metal work shall be done in a

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

manner acceptable to the individual Employer, owner, architect, its agents or assigns, according to established criteria for good workmanship in our industry.

b) Substandard workmanship, which requires a call-back or rework at cost to the Employer may be cause for discharge.

c) Employees dispatched will be trained and certified by the Joint Apprentice and Training Committee in the necessary areas of operation.

**ARTICLE 21  
HOLIDAYS**

**21.1** Holidays:

a) During the terms of this Agreement, the following recognized holidays will be observed:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Veteran's Day          |
| Presidents' Day  | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |
| Labor Day        |                        |

b) If any of the above holidays fall on a Sunday, the Monday immediately following the holiday shall be observed; holidays falling on Saturday shall be observed on the prior Friday.

c) No work shall be performed on Labor Day.

d) Employees may, at their option, without pay or compensation observe Martin Luther King, Jr. Day, 5<sup>th</sup> of July, Nevada Day, Christmas Eve Day and New Year's Eve Day as holidays. If the Employee chooses to work on the above days, compensation will be paid at the applicable rate under Hours of Work and Overtime.

**ARTICLE 22  
HOURS OF WORK AND OVERTIME**

**22.1** This section is intended only to set forth the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of the number of days of work during the workweek.

**22.2** a) Workday: The normal workday shall consist of eight (8) hours of work between the hours of 5:00 a.m. and 5:30 p.m. within one-half (½) hours taken for lunch on the Employee's time, with a fifteen (15) minute break in each four (4) hour shift, regardless of the time lunch is taken.

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

**b)** When it is necessary to perform shift work, other than during normal working hours, e.g. (5:00 a.m. – 5:30 p.m.), the Employee will be compensated with 10% differential for such hours, only out of the time frame.

**c)** When it is necessary to perform a second (2<sup>nd</sup>) shift, the Employees will be compensated with ten percent (10%) differential for all hours worked including overtime.

**22.3 a)** Work Week: The normal work week shall consist of five (5) workdays during the period of Monday through Friday between the hours of 5:00 a.m. and 5:30 p.m.

**b)** An alternate work week may be established to provide for four (4) consecutive ten (10) hour shifts (either Monday through Thursday or Tuesday through Friday) at the employee's straight time hourly rate of pay. Any hours worked in excess of ten (10) hours in a work day shall be paid at two (2) times the straight time rate of pay (inclusive of shift differential if applicable). When a contractor wishes to work this alternate work week, the contractor must have written approval from the Union. Such approval shall not be unreasonably withheld. If a day is lost to inclement weather, another regular weekday (does not include Saturday or Sunday) can be added as a make-up day, provided that the make-up day occurs during the same work week that the day lost to inclement weather.

**c) 1)** Any work beginning after 9:00 p.m. Sunday that ends on Monday shall be considered Monday work. This shall apply only if the shift hours worked for the week are consistent with the hours worked on Sunday. It is understood that employees working said shift would be entitled for shift differential as provided for in Section 22.2(b). It is further understood that any hours worked prior to 9:00 p.m. Sunday would be considered Sunday work and that all hours worked prior to 12:00 a.m. Monday would be paid in accordance with Article 22.6.

**2)** Any work ending before 3:00 a.m. Saturday morning shall be considered Friday work. This shall apply only if the shift hours worked for the week are consistent with the hours worked on Friday. It is understood that employees working said shift would be entitled to shift differential as provided for in Section 22.2(b). It is further understood that any shift work performed after 3:00 a.m. Saturday morning would be considered Saturday work and all hours performed after 12:00 a.m. Saturday would be paid in accordance with Article 22.5.

**3)** It is not the intention of this section for a contractor to start a project and then transfer employees to another job site, since this could be in violation of overtime as provided for in this agreement.

**22.4** Employees who are requested to work the normal workweek shall be compensated at time and one-half (1 ½ x) their regular straight-time hourly rate of pay for the first two (2) hours in excess of eight (8) consecutive hours of work exclusive of the one-half (½) hour meal period and double time (2x) for all hours thereafter.

**22.5** Employees who are required to perform work on Saturday shall be compensated at time and one-half (1 ½ x) for the first (1<sup>st</sup>) eight (8) hours of work and double time (2x) for all hours thereafter.

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

**22.6** Sundays and Holidays: All work performed on Sundays and recognized holidays as contained in this Agreement shall be compensated at double time (2x) the applicable straight time hourly wage rate.

**22.7 a)** Show-up time: Employees who report to work as scheduled during the normal workweek shall be guaranteed at least four (4) hours of work or pay in lieu thereof. This provision shall not apply in cases where the failure to provide work is beyond the control of the Employer or where an Employee has failed to report to work on the previous workday. Employees shall report to the shop or assigned job site unless notified to the contrary the previous workday or prior to quitting time by the Employer or his/her designated representative.

**b)** Employees who show up to work and who are held by the Employer past fifteen (15) minutes will be paid a minimum of two (2) hours, regardless of any conditions that may exist.

**c)** If Employers employ members of any other Union who work under another Collective Bargaining Agreement for Bargaining Unit Work which is covered in this Agreement, the Employer agrees to extend any wage, benefit or condition which may be more favorable to the members of IUPAT District Council 16.

**22.8** Call Back: If any Employee is required to report back to work from home after the regular quitting time, he/she shall be paid as follows:

**a)** Emergency Replacement Work: A minimum of two (2) hours at time and one-half (1½ x) the regular rate of pay.

**b)** New Jobs: A minimum of four (4) hours at time and one-half (1½ x) the regular rate of pay.

**22.9** Permits shall be required for all work performed outside the regular workday, except for two (2) hours overtime on regular workdays. In emergency cases when it is impossible to contact the Union office, the contractor shall notify the Union at the earliest opportunity.

**22.10** On Saturday, Sunday and holiday work, such work will be divided among the Employer's workers as equally as possible, taking into consideration special skills that may be required.

**22.11** When an Employee is ordered back to work with another shift, there will be a minimum of ten (10) hours between shifts. Whenever there is less than ten (10) hours between shifts, all hours will be treated as overtime hours. Time and one-half (1 ½ x) after eight (8) hours and double-time (2x) after ten (10) hours, except Saturdays, Sundays and Holidays, they shall follow applicable rates for these days. These hours will include the prior shift wherein ten (10) hours was not provided between shifts. For example: if the Employee had worked nine (9) hours during the previous shift, the last hour of the previous shift would have been at the time and one-half (1 ½ x) rate of pay. The first (1<sup>st</sup>) hour of the new shift would be at the time and one-half (1 ½ x) rate of pay. Any following hours of that shift would be at the double-time (2x) rate of pay.

**22.12** For purposes of the prior notification provision, each Employee is required to have his/her current address and telephone number on file with the Employer. If the Employer is unable to

contact the Employee, with contact information on file, the provision for notification will be satisfied.

**22.13** It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an “Exceptional Condition”, and an Employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

a) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of District Council 16. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within two (2) business days of the request.

**ARTICLE 23  
TRAVEL EXPENSE and SUBSISTENCE**

**23.1** For all purposes of this Agreement, an individual Employer’s local area shall be a thirty (30) mile radius from Las Vegas Boulevard and Fremont Street, Las Vegas, Nevada. The Employee must report as directed by his/her individual Employer, at his/her regular starting time to any location within the local area of the shop in which he/she is regularly employed. No job site location shall be considered a “principle place of business” or a “shop” or a “branch shop.” The city limits of Boulder City, Nevada shall be considered a “free zone.” A per diem rate of thirty dollars (\$30.00) per day will be in effect for Primm, Nevada (California-Nevada border at Interstate 15). Mileage will not be paid for Primm, Nevada.

**23.2** On jobs which are located beyond the local area and to which the Employee reports to work, reimbursement will be paid by the Employer as travel-time pay.

**23.3** Out-of-town work:

a) On all out-of-town work, when a member is required to stay overnight, transportation and living expenses shall be paid for by the Employer with a flat sixty-five dollars (\$65.00) per member, per day allowed for three (3) meals and lodging, or actual expenses, whichever is greater, unless such Employee has established six (6) weeks of residency in the area of such work prior to the commencement of such job.

**23.4** Travel-time Pay and Expenses:

a) The rate of pay for travel time shall be based on the applicable straight time rate of pay. Travel time shall be computed as starting at the Employer’s place of business.

b) The Employee’s time shall commence at the time of his/her departure for the job and the return trip shall be made under the same conditions. All driving time using the Employer’s vehicle shall comply with Article 22 of the Master Labor Agreement.



**23.5 Travel Time**

An Employee must report to the job and return to his/her residence without compensation for traveling expenses for travel to any job within a thirty (30) mile radius of the location of his/her shop. Beyond this area, an Employee will be compensated for such traveling expense at the straight-time hourly rate. However, if an Employee is required to drive his/her own vehicle he/she shall receive the current IRS mileage rates per road mile for his/her vehicle. Both mileage and hours shall be calculated from the Employer's shop, such reimbursement shall be at management's discretion and is not intended to cause pyramid reimbursement rate, regardless of how he/she arrives on the job site.

**23.6** In the event the Employer does not have a shop location, the thirty (30) road miles shall be based from the intersection of Las Vegas Boulevard and Fremont Street, Las Vegas, Nevada, via air measurements.

**ARTICLE 24  
PAYMENT OF WAGES**

**24.1** All Glassworkers shall be employed and paid on an hourly basis in accordance with the terms of this Agreement, and the Employer and the Union agree that no Employee shall be permitted to work on a "piece work" basis.

**24.2** Paychecks shall be received by the Employee prior to quitting time on the regularly established payday, with no more than two (2) days held back.

**24.3** Wages of regular Employees shall be due and payable the Friday of each week, no later than quitting time. Casual workers shall be paid in full at the time of lay-off. Failure of any Employer to pay at the stipulated time shall subject such Employer to a waiting-time penalty. Waiting-time shall be computed at the straight-time rate, but shall not exceed eight (8) hours in each twenty-four (24) hour period.

**24.4** Employees subject to the terms of this Agreement shall report any waiting time to a representative of the Union and Employer, no later than forty-eight (48) hours after the wages were due and payable.

**24.5** Whenever payroll checks are returned to an Employee because of insufficient funds, waiting-time shall be computed from the payroll date. The time and one-half (1 ½ X) rate must be paid for eight (8) hours for each day unless it is determined that the bank was in error. It is further agreed that the Employee affected will immediately notify his/her Employer and the business representative of the Union. Additionally, the Employer will be required to pay all employees covered by this agreement for the remainder of this job by certified check or money order.

**24.6** All wages shall be paid in cash, negotiable checks, direct deposit or pay card and shall be accompanied by a statement of gross earnings and deductions made, such statement shall show the

## SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024

Employer's name, the Employee's name, the hourly rate of pay, the dates and hours worked, segregated according to straight-time and overtime, and the net amount due the Employee. Said payments shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws. Effective January 1, 2008, all employee check stubs shall show only the last four numbers of the employee's social security number, all fringe benefit/fund contributions and deductions from wage will be included on check stubs showing pay period and year to date totals. Wage payments shall conform with all applicable federal and state laws.

**24.7** Whenever payroll checks are found in error, such as incorrect hours, overtime, etc., they shall be verified as to their correctness to the satisfaction of the business agent with a maximum of forty-eight (48) hours (Saturday, Sunday and holidays excluded) waiting time.

### ARTICLE 25 CLASSIFICATION AND WORK JURISDICTION

**25.1 Superintendent:** the selection of an individual to act as superintendent shall be at the discretion of the Employer. A Superintendent is an individual acting on behalf of the Employer who would be responsible for overseeing multiple projects including overseeing supervision of manpower and installation of materials on major projects (projects lasting over one (1) month and employing twenty (20) or more workers). The parties agree that the Employer is not required to select individuals from the bargaining unit to act as superintendent, however, it is understood that should the Employer choose an individual from the bargaining unit, that the superintendent shall be paid no less than fifteen percent (15%) above the Master Glazier Scale.

#### **25.2 Foremen:**

a) The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman's wage scale.

b) When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

#### **25.3 Master Glaziers:**

a) See Article 1.3

#### **25.4 Apprentice Glaziers:**

a) See Article 1.3

**25.5 Safety Director(s):** When an Employer has a safety director employed, this position will be compensated at the same wage and benefit package of the Journeyman/Master Glazier. The parties to this agreement recognize that Safety Directors coming from the bargaining unit will be covered by this collective bargaining agreement, and all others will be exempt.

**25.6 Architectural Glaziers:**

a) Architectural Glaziers will be utilized on buildings over five (5) stories as Material Handlers only. Architectural Glaziers may be used for repairs, replacement and maintenance on all buildings or structures, regardless of height but shall exclude new construction or reconstruction.

b) Reference to five (5) stories and over means over five (5) story buildings that are not prevailing wage jobs.

c) The intent of this classification is to compete in market segments which were once dominated by Employers signatory to this Agreement on light commercial projects or buildings consisting of five (5) stories or less of primarily non-gaming construction.

d) Further, if work is being performed on a casino or other large project, where buildings are under construction of five (5) stories or less, or if work is being performed at grade level, the use of Architectural Glaziers is limited to Material Handling only. Duties shall include the preparation of materials for hoisting. No work will be performed by Architectural Glaziers with the use of tools, nor will they participate in the installation of any material. Before employing Architectural Glaziers, the Employer must have a minimum of one (1) Master Glazier working out of the shop until the ninth (9<sup>th</sup>) non- Master Glazier is hired, at that point the Employer must employ an additional Master Glazier as the tenth (10<sup>th</sup>) glazier.

**25.7 Automatic Door Mechanics:**

a) Automatic door installation, maintenance, repair of all facets of work connected with the repair of automatic doors, including door glass replacement of automatic doors only if said door glass is due to malfunction or existing damage to automatic doors.

**25.8 Driver Glass Workers:**

a) Long-haul drivers will be paid mileage rates listed below and will receive paid benefits. Driver glass workers will be paid at an architectural rate of pay when loading or unloading trucks more than reasonable to normal delivery. Out-of-town expenses will be paid at fifty dollars (\$50.00) per day for each twenty-four (24) hour period from time of departure. Breakdown time and layover will be paid at eight (8) hour straight-time for each twenty-four (24) hours held over. Employer may have option to pay expenses and return driver. All monies earned to be converted to an hourly rate and fringes paid accordingly.

**25.9 Auto Glass Workers:** it is understood that should an Employer ever establish an Auto Glass division, the Employer shall meet with the Union to establish terms and conditions for that division.

**25.10 a)** Employees hired in a higher classification shall not be reduced in pay if assigned to a lower scale for any portion of the workday.

b) Employees in the lower classification who are assigned to a higher classification than he/she is qualified to perform any portion of the workday, shall receive pay at the higher rate of pay for the entire shift.

**ARTICLE 26  
WAGES**

**26.1 Journey Worker Master Glaziers' Work Rate:**

a) The hourly minimum rate of wages for all Journey workers covered under this Agreement, working in Clark, Esmeralda, Lincoln, and Nye Counties shall be paid in accordance with the attached Wage Schedule A and receive a two dollar and fifty cent (\$2.50) per hour increase to the Total Package on February 29, 2020, a one dollar and seventy-five cent (\$1.75) per hour increase to the Total Package on March 1, 2021, a one dollar and seventy-five cent (\$1.75) per hour increase to the Total Package on March 1, 2022 and a two dollar (\$2.00) per hour increase to the Total Package on March 1, 2023.

b) The annual increases called for each February 29<sup>th</sup> or March 1st of this Agreement shall first be utilized to pay any required Funding Improvement Plan implemented by the Trustees of the IUPAT Union and Industry Pension Fund. Secondly, the annual increase required each February 29<sup>th</sup> or March 1st of this Agreement shall be utilized to cover any employee portion of the hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund Pension and/or Health & Welfare shall be allocated by the membership of District Council 16 working under this Agreement.

c) Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule A, which shall be determined based upon the county in which the Employer's place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the Union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.

d) Wage increase allocations for each year will be made prior to January 1st of each increase year, with the Association and Employers being directly sent the new Wage Schedule A on or before February 1<sup>st</sup> of each year. This does not apply in years on contract negotiations.

**26.2 Automatic Door Mechanics' Work Rate:**

a) 80 % of Master Glazier's rate.

**26.3 Architectural Glaziers' Work Rate:**

a) The Net taxable wage rate shall be sixty percent (60%) of Journey Worker Master Glazier net taxable rate plus 100% of the Master Glazier Benefit Package except for IUPAT Pension and

**SOUTHERN NEVADA GLAZING MASTER AGREEMENT 2020-2024**

Southern Nevada Glaziers and Fabricators Pension Fund – 401K Plan which shall increase at sixty percent (60%) of Journey Worker Master Glazier allocated increase:

**26.4 Driver Glass Workers’ Work Rate:**

a) Current IRS mileage rates.

**26.5** The above wage scales do not include applicable fringe benefit payments, as defined in Article 11: Payments to Trusts and Article 12: Other Funds.

**ARTICLE 27  
SAVINGS CLAUSE**

**27.1** If any portion or part of this Agreement is held to be invalid by a court of regulatory agency or competent jurisdiction, the remaining provisions and parts shall remain unaffected and remain in full force and effect. In this event the Union and the Association shall meet to negotiate a substitute clause. In the event that the parties do not come to an agreement within thirty (30) days, the matter shall be referred to the grievance procedure.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor: \_\_\_\_\_

IUPAT District Council 16,  
Glaziers Local Union 2001

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B: RACK SCHEDULE.**

Heavy Plate 3/8 and over and Insulation Glass:

- 102 United Inches including 120.....2 Workers
- 121 United Inches including 160.....3 Workers
- 160 United Inches including 176.....4 Workers
- 176 United Inches including 210.....5 Workers
- 210 United Inches including 235.....6 Workers
- 235 United Inches including 252.....7 Workers
- 252 United Inches including 272.....8 Workers

It is agreed that patio doors (residential) using insulated glass, the number of workers shall be as follows:

- 34” x 76”.....1 Worker
- 46” x 76”.....2 Workers

¼” Rack Schedule:

- 121” – 160” .....2 Workers
- 160” – 176”, if glass overhead does **not** exceed 38”.....2 Workers
- If glass **does** exceed 38”.....3 Workers
- 176” – 190”, if bulkhead does **not** exceed 42”.....4 Workers
- 190” – 210”, if bulkhead does **not** exceed 28”, or if glass overhead height does **not** exceed 72”.....3 Workers
- If bulkhead height does **not** exceed 28”, or if glass overhead height does **not** exceed 72”.....4 Workers
- 210” -235”, if bulkhead height does **not** exceed 28”.....4 Workers
- If bulkhead height **does** exceed 28”.....5 Workers
- 235” – 252”.....5 Workers
- 252” – 270”.....6 Workers

- a) Glass size referred to are united inches of glass-opening size.
- b) In case of special conditions on the job, Glaziers and Employer will determine the number of workers required for the protection of the workers and the installation.
- c) The amount of glass overhead height is determined by using the average height of a person at 68” as the constant factor.
- d) The amount of glass overhead height is determined by adding the glass height to the bulkhead height and subtracting 68”.
- e) Bulkhead height is determined at the highest bulkhead point.