



# **District Council 16**

## **FRESNO AREA ADDENDUM**

**To The**

**Northern California Glaziers Master Agreement**

**August 1, 2021 - July 31, 2024**

**Fresno Area Addendum  
To The  
Northern California Glaziers Master Agreement**

**PREAMBLE**

This Area Addendum to the Northern California Glaziers Master Agreement is made and entered into August 1<sup>st</sup>, 2021 between \_\_\_\_\_ (hereinafter "Employer") and IUPAT District Council 16 (hereinafter "The Union"), represented in the affected geographical area covered by Local 294 of Fresno.

This Addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Glaziers Master Agreement shall apply.

This Area Addendum to the Northern California Glaziers Master Agreement shall apply to Glazing Contractors signatory to this Area Addendum performing covered work within Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare Counties. Glazing Contractors signatory to this Area Addendum choose not to be represented by any employer group and / or association regarding any agreed upon amendment to the Northern California Glaziers Master Agreement between Glazing Contractors signatory to this Addendum and District Council 16 / Local Union 294 IUPAT. Glazing Contractors signatory to this Area Addendum working within the counties as defined above shall have the following Articles of the Northern California Glaziers Master Agreement amended as provided below:

**ARTICLE 1, DURATION - SHALL BE AMENDED AS FOLLOWS**

**ARTICLE 1  
DUATION OF AGREEMENT**

This Agreement shall remain in full force and effect except as noted hereinafter, from August 1<sup>st</sup>, 2021 to July 31<sup>st</sup>, 2024 and shall continue in effect from August 1<sup>st</sup> to July 31<sup>st</sup> of each year thereafter unless written notice is given by either party not less than one hundred twenty (120) day's and not more than one hundred fifty (150) days prior to July 31<sup>st</sup>, 2024 or any subsequent July 31st requesting modification and/or termination.

**Article 4 Employers Section A:** Delete all references to the NCGMA and / or Northern California Glass Management Association.

**ARTICLE 11, PAY CONDITIONS – SHALL BE AMENDED AS FOLLOWS**

**Section A Pay Day**

1. Each employee shall be paid at normal intervals, not to exceed fifteen (15) days. If a holiday falls on a scheduled payday, payday will be the day before.
2. When an employee is terminated, he shall receive all monies due him at the end of said working day.

## **ARTICLE 12, TRAVEL TIME & SUBSISTENCE – SHALL BE AMENDED AS FOLLOWS**

### **ARTICLE 12 TRAVEL TIME & SUBSISTENCE**

Section 1: Employees working in the counties of Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare who are required to jobsite report more than thirty-five (35) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond thirty-five (35) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than thirty-five (35) miles from the point of dispatch shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the thirty-five (35) miles (*Mileage and drive time is to be based on Google Maps*). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from the jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle. Other than those listed in Article 28, M (3) of the Northern California Glaziers Master Agreement.

- A. TRAVEL TIME: Travel time to and from jobs shall not be considered overtime except Saturdays, Sundays and Holidays which shall be paid at the rate of time and one-half.
- B. Driving an Employers vehicle, before and after the normal work hours is working time with the first two (2) hours at straight time and thereafter at time and one-half. Riding as a passenger in such vehicle is also considered time, but there shall be no premium pay for riding during overtime. Driving an Employers vehicle on Saturday is working time with the first four (4) hours at time and one-half and anytime thereafter on Saturday at double time. Sunday and Holiday driving time with an Employers vehicle shall be paid at double time.

**Travel Time Calculation Sheet (Formulas)**

<b>Employee Name</b>	<b>From: Starting Address</b>		
	<b>To: Destination Address</b>		
	<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>	(Enter minutes as per Google Maps)	(Enter miles as per Google Maps)	<b>Calculation =</b> (Minutes ÷ Miles)
<b>Adjusted Commute (One Way)</b>	<b>Calculation =</b> (Adjusted Commute Miles x Minutes Per Miles)	<b>Calculation =</b> (Actual Commute Miles – 35)	
<b>Round Trip</b>	<b>Calculation =</b> (Adjusted Commute Minutes x 2)	<b>Calculation =</b> (Adjusted Commute Miles x 2)	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>Calculation =</b> (Round Trip Minutes rounded to the nearest ¼ hour)	<b>Calculation =</b> (Round Trip Miles x current IRS Rate)	

**Travel Time Calculation Sheet (Example)**

<b>John Doe</b>	<b>From: 123 Any Street, San Francisco, CA</b>		
	<b>To: 456 Main Street, Fremont, CA</b>		
	<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>	74	60	1.23
<b>Adjusted Commute (One Way)</b>	30.83	25	
<b>Round Trip</b>	61.67	50	
<b>Daily Travel Time/Mileage Reimbursement:</b>	1	\$28.75	

**ARTICLE 19 GRIEVANCE and ARBITRATION – SHALL BE AMENDED AS FOLLOWS**

**ARTICLE 19 GRIEVANCE AND ARBITRATION**

**Section B.1 and 3:** Delete all references to NCGMA and / or Northern California Glass Management Association.

**ARTICLE, 20 VACATIONS – SHALL BE AMENDED AS FOLLOWS**

**ARTICLE 20  
VACATIONS**

- (A) Vacation periods shall be posted for bid no later than March 15 of each year and bids must be submitted no later than April 15 of each year. An employee employed after the close of the bid period will be given fourteen (14) calendar days to bid on any open vacation slots. Awards of vacation periods shall be determined at the discretion of the Employer. If a bid is not submitted by an employee, the Employer will schedule the employees' vacation with at least seven (7) days' notices.

No more than one (1) employee shall be on vacation at any given time in order to have a minimum effect on the continuance of operations, unless agreed to by the Employer.

- (B) A minimum of at least two (2) weeks' vacation time off shall be taken each year by each employee completing 1,600 hours of continuous service within the previous twelve (12) months with employers within the jurisdiction of the Union prior to the start of the requested vacation period. An employee shall inform the Employer of all hours the employee has worked in the previous twelve (12) months for Employers who are signatory to agreements with the Union.

#### **ARTICLE 21 HOILDAY'S and DESIGNATED DAY'S OFF**

Article 21 Section B. Designated Day's Off Paragraph 1. And Paragraph 2. Shall be deleted.

#### **ARTICLE, 21 HOLIDAYS – SHALL BE AMENDED AS FOLLOWS**

##### ARTICLE 21 SECTION A - HOLIDAYS

1. Recognized holidays shall be New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.
2. If any of the holidays designated in this Article falls on a Saturday, the preceding Friday shall be observed as a holiday. If any of the holidays designated in this Article falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any part of the twenty-four (24) hours of Labor Day.

#### **ARTICLE, 23 PAYMENTS TO TRUST FUNDS – SHALL BE AMENDED AS FOLLOWS**

##### Section A. Current Trust Funds

**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:

- **Northern California Glaziers Architectural Metal and Glass Workers Pension Trust Fund**
- **District Council 16 Northern California Health & Welfare Trust Fund**
- **Northern California Glaziers Individual Account Retirement Trust Fund**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **IUPAT Union & Industry Pension Fund**
- **IUPAT Finishing Trades Institute**
- **Labor Management Cooperation Initiative**

**Section B. 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.

**Section C. Contribution Rates:** Effective on the date of this Agreement, within the limits of the total wage package contained in the attached Wage Schedule A, the Employer shall contribute to all Trust Funds and Other Funds on each employee covered under this Agreement on all hours worked and/or paid on covered work outlined in this Agreement. The Employer agrees to make all future contributions in accordance with the appropriate Wage Schedule A, which shall be subject to any rates established by Trustees or union member allocations. The Employer shall not be liable for the contributions of any other individual Employer.

**1. Northern California Glaziers Architectural Metal and Glass Workers Pension Trust Fund:** The Employer and the Union hereby agree to the continuation of the existing Northern California Glaziers, Architectural Metal and Glass Workers Pension Trust Agreement (“Defined Benefit Pension Trust”) The hourly Journeyman Contribution Rates shall be as follows:

<b>Effective Date</b>	<b>Journeyperson Contributions</b>	<b>Additional Contributions Not</b>
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	<b>Providing Benefit Accrual Credit</b>	<b>Providing Benefit Accrual Credit</b>
January 1, 2021	\$2.92	\$6.60
January 1, 2022	TBD	TBD
January 1, 2023	TBD	TBD
January 1, 2024	TBD	TBD

Those classifications contained in this Agreement that provide for contribution rates that are different from the contribution rates set forth above, then the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to the above rates. The above contribution rates shall be in effect for the duration of this Agreement.

The Northern California Glaziers Architectural Metal and Glass Workers Pension Trust Fund was certified by its actuary to be in critical status as of July 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated November 10, 2010 and an addendum thereto adopted on March 4, 2011, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Thereafter, the Plan was certified as being in the endangered status for the Plan Year beginning July 1, 2017. The Trustees adopted a Funding Improvement Plan Recommended Schedule, most recently updated as of February 14, 2018. This Funding Improvement Plan and its schedule is subject to annual review and updates by the Trustees. Therefore, District Council 16 and the Northern California Glass Management Association and/or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule of the Rehabilitation Plan and addendum, and the subsequent Funding Improvement Plan Recommended Schedule, most recently updated as of February 14, 2018 by the Board of Trustees and incorporate said Recommended Schedule into this Agreement as though it was set forth in its entirety. As updates to the Recommended Schedule are adopted by the Trustees, they are hereby deemed approved by the bargaining parties and automatically incorporated into the Agreement, including any update in the most recent Funding Improvement Plan Recommended Schedule, updated as of February 14, 2018

**SECTION E PAYMENTS TO OTHER FUNDS**

**1. Other Funds Delete Reference to Industry Fund.**

- 6. **Place of Payments:** Delete any reference to NCGMA and / or Northern California Glass Management Association and replace with Individual Employer.

**SECTION H TRANSFER OF MONEY FROM BENEFIT FUNDS TO**

1. Delete any reference to the NCGMA and / or the Northern California Glass Management Association and replace with Individual Employer.

## **ARTICLE 24 OTHER FUNDS**

**SECTION A PARAGRAPH 1.** Shall be deleted.

## **ARTICLE 28, JOURNEYMAN GLAZIERS – SHALL BE AMENDED AS FOLLOWS**

### **ARTICLE 28 JOURNEYMAN GLAZIERS**

#### **Section A – Journeyman Glazier**

1. The minimum rate of wages for all Journeyman Glaziers working in Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare Counties shall be as follows:

Journeymen shall be paid pursuant to the attached Wage Schedule A and receive a Two dollar and twenty- five cent (\$2.25) per hour increase to the total package on January 1<sup>st</sup>,2022.

On January 1<sup>st</sup>, 2023 there shall be a Two Dollar and Twenty- five cent (\$2.25) per hour increase to the Total Package.

On January 1<sup>st</sup>, 2024 there shall be a Two Dollar and fifty cent (\$2.50) per hour increase to the total package and any extensions thereof.

- (a) The increases required each January 1 of this Agreement shall first be utilized to pay the deficit reduction contributions required by the Northern California Glaziers Architectural and Glass Workers Pension Trust Fund Preferred Rehabilitation Schedule, pursuant to Article 23 Section C (1). Secondly, the increase required each January 1 of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare.

#### **ARTICLE 28 Section E. Continuing Education:**

##### **Paragraph 3. Shall be amended to read as follows:**

By January 1, 2023 and thereafter, all Journeyman Glaziers Shall Have the Above required training and will provide proof of training. The Union may dispatch Journeyman Glaziers without proof of training, said dispatched Journeyman Glaziers must complete the required training within (6) six weeks of the hire date and must provide proof of training to the Union.

## **ARTICLE 28, SECTION F WORKING HOURS – SHALL BE AMENDED AS FOLLOWS**

#### **Section F – Working Hours**

**3.Shift Work** Delete any Reference to NCGMA and / or Northern California Glass Management Association.

7. When Glaziers and Glass Workers are scheduled to work during the normal work week, (Monday through Friday), they shall be paid for all hours worked but not less than four (4) hours straight time pay whichever is greater. When Glaziers and Glass Workers are scheduled to work on Saturdays, Sundays or Holidays (listed in Article 22 hereto), they shall receive at least two (2) hours pay at the applicable overtime rate. This article shall not apply in cases where lack of work is due to weather conditions, fire or other acts of God.
8. When commencing work on job sites located greater than 35 road miles from the applicable point of dispatch, on any day, Monday through Friday, Journeyman Glaziers governed by this Article shall be employed for not less than eight (8) hours per day. However, any Journeyman Glaziers reporting for work after the regular starting time shall be paid only for the hours worked, but not less than four (4) hours. When a Journeyman Glazier leaves the job, at his own discretion, they shall be paid only for the hours worked. When weather, natural conditions or emergency situations beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but not less than four (4) hours. It shall be incumbent upon the employee to notify their Employer immediately upon being advised of the emergency.

#### **Section G – Overtime**

1. Overtime shall be paid at a rate of one and one-half (1.5) times the straight time rate for all hours in excess of eight (8) hour in one day and forty (40) hours on one week. Double time shall be paid in excess of twelve (12) hours on one day. When a four (4) day ten (10) hour per day schedule is used overtime shall be paid after the tenth (10) hour and double time shall be paid after the twelfth (12<sup>th</sup>) hour on any particular day based on Monday through Friday.
- 2.SATURDAYS, SUNDAYS AND HOLIDAYS: The first four (4) hours of work performed on Saturday morning prior to 12:00 noon shall be paid at the rate of one and one-half the regular rate. All work performed after 12:00 noon on Saturday, up to and including the starting time on Monday and Holidays shall be paid at double the regular rate.

### **ARTICLE 28, SECTION H EMERGENCY BOARD-UP – SHALL BE AMENDED AS FOLLOWS**

#### **Section H – Emergency Board-up**

3. Emergency Board-Up work performed between the hours of 12 midnight and 6:00 a.m. shall be compensated at the rate of double (2) time the Taxable Net Wage, two hours minimum, starting from the point of where the call is received and return to the point of origin.

# SIGNATORIES

All other terms and provisions of the Northern California Glaziers Master Agreement shall apply. This addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Glaziers Master Agreement. This Fresno Area Addendum is made and entered into this first day of August, 2021 by and between the Individual Employer signed below and District Council 16. By signing this Fresno Area Addendum, the undersigned Employer understands and agrees to all of its provisions.

District Council 16

\_\_\_\_\_  
Company Name / Individual Employer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date