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Title: **Northern California Glass Management (Master Agreement) and International Union of Painters & Allied Trades (PAT), District Council 16 (2005)**

K#: **8344**

Employer Name: **Northern California Glass Management (Master Agreement)**

Location: **CA**

Union: **International Union of Painters & Allied Trades (PAT)**

Local: **District Council 16**

SIC: **1793**

NAICS: **23815**

Sector: **P**

Number of Workers: **1500**

Effective Date: **07/01/05**

Expiration Date: **06/21/08**

Number of Pages: **38**

Other Years Available: **N**

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K 8344

**NORTHERN CALIFORNIA
GLAZIERS
MASTER AGREEMENT**

BETWEEN

DISTRICT COUNCIL NO. 16

&

**NORTHERN CALIFORNIA GLASS
MANAGEMENT - AN FCA
AFFILIATE**

July 1, 2005 - June 21, 2008

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PREAMBLE

This Agreement, made and entered into by and between the Individual Employer (hereinafter referred to as "Employer", "Employers" or "Individual Employer") and District Council No.16, International Union of Painters and Allied Trades, Glaziers, Architectural Metal and Glass Workers Local 169 of Oakland, Local 718 of San Francisco, Local 767 of Sacramento and Local 1621 of San Jose (hereinafter referred to as the "Union").

WITNESSETH:

Whereas, The Unions and the Employer, 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:

**ARTICLE 1
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect except as noted hereinafter, from July 1, 2005 to June 21, 2008 and shall continue in effect from July 1 to June 30 of each year thereafter unless at least sixty (60) days notice is given by either party requesting modification and/or termination.

**ARTICLE 2
LEGALITY**

If any provision of this Agreement is found not to comply with any applicable federal, state or local law, including any labor law or wage and hour law, such provision shall be immediately open for re-negotiation upon request of the Employer or the Union, but the other provisions of this Agreement shall remain in full force and effect.

**ARTICLE 3
EQUAL OPPORTUNITY**

There shall be no discrimination by the Employer, any Individual Employer or the Union against any employee or applicant for employment by reason of disability, age, sex, race, creed, color, or national origin.

**ARTICLE 4
EMPLOYERS**

The term "Employer", "Individual Employer" or "Individual Employers" as used in this agreement refers to the Employer who is signatory to and is covered by the terms of this Agreement.

Section A. Out of Area Work

The Employer party hereto shall, when engaged in work outside the geographic 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 geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions 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 as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this agreement both through the procedure for settlement of grievances set forth in this agreement and through the courts.

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.

Section B. Out of Area Employers

1. 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.
2. 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.

Section C. Preservation of Work

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.

2. All charges of violations of this Article 4 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 Joint Trade Board or 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 Joint Trade Board or 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 Joint Trade Board or Arbitrator under this section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.
3. 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 or the Joint Trade Board 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. 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.

Section D. Sale or Assignment of Business

1. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
2. The Employer agrees that in the event the Employer's business, in whole or in part, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such transferee business and operation shall expressly and in writing assume the terms and conditions of this Agreement for the life thereof.
3. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. It is further understood that the Employer will only transfer, assign, lease, etc., the business if the transferee agrees to accept and assume, in writing, the 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 leaser, 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.

Section E. Shop Requirements

1. An Employer's shop or plant (excluding those Employers who's work is Mobile Auto Glass installation) for the purpose of this Agreement shall be defined as a location of the Employer's work at a shop or branch shop or plant where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power and toilet facilities, and a permanent office where regular business is conducted and where bargaining unit employees regularly work or report in and out.
2. A construction job site location or a specific job shall not be considered a principal place of business.
3. Unless the initial term of the lease for the Employer's shop or branch shop or plant is for a period longer than one year or the Employer owns the property, then the location shall be deemed a construction job site and not a principal place of business or an Employer's shop or branch shop or plant.
4. It is agreed that if the Employer is excluded in the above section of this Article, they shall conform with the shop requirements in this Article within one year from the signing of this Agreement.

Section F. Contractors License

The Employer shall have a duly issued and effective State Contractor's License where the work that is performed by the Employer requires such a license.

Section G. Worker's Compensation Insurance

The Employer shall carry Worker's Compensation Insurance (and shall submit proof of coverage to the Union upon request), they shall comply with all Federal, State and Municipal Laws pertaining to the Glazing Industry and all Health and Safety regulations and rules of the Federal State and Municipal Departments, Commissions and Health officers, including rules and regulations of the Workers' Compensation Appeals Board.

**ARTICLE 5
WORKING EMPLOYERS**

Section A. Working Employers

It shall be a condition of this Agreement that there will be no more than two (2) owners, partners, supervisors or those holding a proprietary interest in the business allowed to perform any work covered by this Agreement within the same company and said individuals shall become Owner Members of the Union.

Section B. Management Trainees

The Unions will recognize education programs which may be instituted by the Employer for the purpose of training sales or management trainees. The employment of such trainees shall be for a period not to exceed thirty (30) days for in-plant training, and a period not to exceed thirty (30) days for job site training, or sixty (60) days for both. The provisions of Article 9, Section B. and Section C. shall not apply to any sales or management trainees while employed in an educational program under this Section.

ARTICLE 6 PIECE WORK, REBATES, SUBCONTRACTING, ASSIGNMENT OF WORK and MOONLIGHTING

Section A. Piece Work

Both parties agree that there shall be no piece work permitted on any type of work covered by this Agreement, either inside or outside of the shop. The Employer, or agent of the Union, or employee covered by this Agreement shall not give or accept, directly or indirectly, any rebate of wages.

Section B. Subcontracting

The Employer shall not subcontract any work covered by this Agreement to be done at the site of construction, alteration, or repair of a building, structure or other work:

1. To any other Individual Employer who works with the tools of the trade involved; or
2. To any individual or firm who is not a party to a Collective Bargaining Agreement with the Union party to this Agreement.

Section C. Assignment of Work

1. Prior to assigning any work to another Craft or Trade the Employer shall contact the Union and a pre-assignment conference shall be held.
2. If the parties to this agreement decide the work in question is not covered under this Agreement then the Employer may assign the field work to any other individual craft or firm who is signatory to an A.F.L.-C.I.O. Agreement.
3. In the event the employer fails to comply with Sec. 1. and Sec. 2 above, the Union, at it's sole discretion, may elect to utilize the Dispute Settlement or Arbitration Procedures set forth in this agreement, and/or, may resort to such economic and legal remedies as it sees fit with respect to such employer. Any economic action will not be considered a violation of this agreement.

Section D. Moonlighting

1. No employee covered by this Agreement shall work on his own behalf as a self-employed individual after his regular hours of employment, or on Saturdays, Sundays, Holidays and designated days off on any work covered by the jurisdiction of this Agreement.

2. Employees subject to this Collective Bargaining Agreement shall not contract or subcontract to perform any of the work covered by this Agreement to be done at the site of construction, alteration, glazing or repair of a building, structure or other work.
3. If any person performs work of the type covered by this Agreement for an Employer who is not signatory to an agreement with any Glaziers, Architectural Metal and Glass Workers Union then that person and his or her dependents will not be eligible for the health and welfare coverage contained in Article 25 of this Agreement and the person will forfeit any hours that may be contained in his reserve hour bank attributable to service with this Individual Employer.
4. When a member of the Union is directed to work for a non-signatory Employer by the Business Manager of the Union, neither the member nor the Union shall be considered in violation of this Agreement.

ARTICLE 7 TRUCK IDENTIFICATION

Section A. Truck Identification

The Employer's glazing vehicles shall be identified with permanently affixed company identification and/or Union Logo which shall be prominently displayed and readily visible from both sides of the vehicle. This will be the only acceptable vehicle from which a workman will be allowed to work.

Section B. Cost of Identification

It shall be the responsibility of the Employer to place and replace truck identification on all glazing vehicles. It shall be the Employer's responsibility to remove any identifying markings for vehicles no longer owned or used in the course of business. The cost of the Logos shall be born by the Industry Fund.

Section C. Temporary Vehicles

1. Recognizing that conditions do occur when an Employer is temporarily in need of an extra vehicle, it is agreed that with prior notification to the Union, an Employer may use other vehicles owned by him or said firm or a commercially leased vehicle from recognized leasing agents such as Hertz, Avis, etc., for the transporting of workmen, tools and materials.
2. The Employer shall not require his or her employees to use their personal vehicles when a temporary vehicle is needed for such occasion.

**ARTICLE 8
UNION TERRITORIAL JURISDICTION**

The territorial jurisdiction covered by this Agreement comprises the counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Modoc, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties in California and Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine Counties in Nevada.

**ARTICLE 9
UNION RECOGNITION and UNION SECURITY**

Section A. Bargaining Agent

The employer recognizes, acknowledges and agrees that it has satisfied itself that District Council No. 16 represents a majority of its employees employed to perform bargaining unit work and that the Union is that collective bargaining representative for such employees. The Contractor specifically agrees that the Union has offered to demonstrate its majority status or has done so and it is establishing or has established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

Section B. Union Membership

1. It shall be a condition of employment that all employees of the Individual Employer covered by this Agreement who are members of the Union in good standing, on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall on the thirty first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.
2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
3. Whenever the Employer is engaged in the building and construction industry, all employees performing work in the building and construction industry will be required to become members of the Union on the eighth (8th) day following the beginning of employment or the execution date of this Agreement, whichever is later, and maintain such membership during the term of this Agreement.

Section C. Work Assignment

This Agreement shall cover persons engaged in work described and defined in this Agreement. Work defined and described in this Agreement shall be assigned by the Employer to the proper classification of employee (as determined by the Union) covered under this Agreement. It is further agreed that an employee of a higher classification may perform the work of any lower classification but must retain his/her original wage rate unless reclassified as provided for in Article 10, Section C.

Section D. 48 Hour Notice

The Employer will discharge any employee within forty-eight (48) hours of written notice from the Union that an employee has failed to comply with the provisions of this Agreement. In the event the employer fails to comply with the provisions of Article 9, any economic action taken will not be considered a violation of this Agreement.

**ARTICLE 10
HIRING PROCEDURES**

Section A. Referral

The Employer shall call the Union when any additional help is needed, and the Union agrees to refer employees to the Employer within twenty-four (24) hours, if available.

Section B. Requests

Notwithstanding the above, a Glazier, Architectural Metal or Glass Worker who is in good standing with the Union may seek his/her own job and the Employer may have referred to it any applicant (who is registered on the Unions out of work list) by submitting a request by name to the Union.

Section C. Requirement

The Employer shall require each new employee to present a written referral from the Union or shall call the Union office to request a written referral prior to putting the new employee to work.

Section D. Reclassification

When the Union, employee and employer agree to reclassify an employee the Employer shall require the employee to present a written referral from the Union or shall call the Union office to request a written referral prior to putting the employee to work at the new classification.

Section E. Violation

In the event the Employer fails to comply with the hiring procedures the Union may utilize the dispute settlement or arbitration procedures set forth in this Agreement, and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.

**ARTICLE 11
PAY CONDITIONS**

Section A. Pay Day

1. Wages shall be paid on or before quitting time each Wednesday, or a day mutually agreed upon by the Union and the Employer and shall include all monies due up to and including the preceding work week. In no circumstance shall pay day be more than three working days following the end of the preceding work week.
2. When an employee is terminated he shall receive all monies due him at the end of said working day.

Section B. Bad Checks

If the Employer pays an employee by check, draft or voucher and such check, draft or voucher is subsequently refused payment because the Employer has insufficient funds on deposit or no account with the bank or institution, from then on until advised otherwise by the Union the Employer shall be required to pay all employees covered by this Agreement by cash or certified check or money order with separate statement or stub showing all deductions.

Section C. Payroll Records

1. The Employer shall have available records such as time cards or time records setting forth the number of hours worked and amounts due for overtime, travel time, high pay, travel reimbursement and any extra expenses due the Individual Employee weekly. The Employee must sign this time card or time record weekly to assure their validity.
2. The complete individual payroll information for each employee will be available when requested, as described in Section D.

Section D. Payroll Inspection

1. The Union, if agreeable to Management, or it's C.P.A. shall have the right to inspect the paycheck of any employee covered by this Agreement after a paycheck has been returned by the Bank.
2. The Union, if agreeable to Management, or it's C.P.A. shall have the right to inspect and audit at a reasonable time during working hours, at the Employer's premises or any location where the Employer's records are maintained, all payroll records and documents related to any employee covered by this Agreement. In the event the results of such inspection or audit reveal that the Employer has violated any term or condition of this Agreement, the Employer shall be liable for the costs of such audit, including legal or accounting fees. If however, the Employer can establish that said violations were not intentional, the Employer shall not be liable for the costs of such audit, including legal and accounting fees.

ARTICLE 12
TRAVEL TIME & SUBSISTENCE

Section A. Travel Time

1. Regular Employees of the Employers located in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties who are required to jobsite report more than twenty five (25) 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 twenty five (25) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than twenty five (25) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the twenty five (25) miles. (Mileage and drive time is to be based on Microsoft Mapoint 2004 or latest available version.) 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 jobsite to 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.

2. Regular Employees of the Employers located in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, portions of Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties in California and Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine Counties in Nevada who are required to jobsite report more than forty (40) 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 forty (40) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty (40) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty (40) miles. (Mileage and drive time is to be based on Microsoft Mapoint 2004 or latest available version.) 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 jobsite to 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.

Section B. Subsistence

1. When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus Subsistence in the amount of seventy-five dollars (\$75.00) per day, in advance, on a separate check.
2. Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
3. Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

Section C. Travel Time Spread Sheet

The following Travel Time Calculation Sheet shall be used in conjunction with Microsoft Map Point in order to determine Travel Reimbursement and Fringe Benefits contributions. Microsoft Map Point setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

Travel Time Calculation Sheet (Formulas)

Employee Name	From: Starting Address		
	To: Destination Address		
	Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)	(Enter minutes as per Map Point)	(Enter miles as per Map Point)	Calculation = (Minutes + Miles)
Adjusted Commute (One Way)	Calculation = (Adjusted Commute Miles x Minutes Per Miles)	Calculation = (Actual Commute Miles – 25)	
Round Trip	Calculation = (Adjusted Commute Minutes x 2)	Calculation = (Adjusted Commute Miles x 2)	
Dailey Travel Time/Mileage Reimbursement:	Calculation = (Round Trip Minutes rounded to the nearest ¼ hour)	Calculation = (Round Trip Miles x \$0.405)	

Travel Time Calculation Sheet (Example)

John Doe	From: 123 Any Street, San Francisco, CA		
	To: 456 Main Street, Fremont, CA		
	Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)	52.00	36.70	1.42
Adjusted Commute (One Way)	16.61	11.70	
Round Trip	33.22	23.40	
Dailey Travel Time/Mileage Reimbursement:	2/4	\$9.48	

**ARTICLE 13
COMMUTING, REIMBURSEMENT, PARKING EXPENSES
and
OTHER EXPENSES**

Section A. Expense Reimbursement

All monies expended for carfare, toll expenses, telephone, parking while driving the Employer's vehicle, and other legitimate expenses incurred in going to and from the shop to the job site, and from job site to job site shall be paid by the Employer upon presentation of appropriate bonafide receipts, if available.

Section B. Parking Expenses

When employees are driving their own vehicles for the purpose of job site reporting and no free public parking is available, parking expenses will be reimbursed by the Employer upon presentation of bonafide receipts. Employees must be prudent in selecting the least expensive parking facility within five (5) blocks of the job site. When toll expenses are incurred while reporting directly to the job site they shall be paid by the Employer. When ever possible, the employees are encouraged to car pool to the job site.

Section C. Parking Tickets

Parking violations incurred while using the Employer's vehicle will be reimbursed providing that the violation was not flagrant in nature and due care was exercised in trying to prevent receiving such a citation.

Section D. Public Transportation

When an employee is required to report to a job site and it is more economical and/or convenient for the employee to use public transportation, the cost of public transportation shall be paid in advance or reimbursed to the employee. The use of public transportation shall be at the sole discretion of the employee.

ARTICLE 14
HEALTH & SAFETY

Section A. Safety Rules and Regulations

1. It is agreed that if the Employer establishes Safety Rules and Regulations, a copy of same must be provided to the employee and the Union. A copy also must be posted.
2. The Employer and the Union agree that these Safety Rules and Regulations shall be adhered to by all employees covered by this Agreement.

Section B. Protective Apparel

1. The Employer shall furnish to all employees all protective apparel, necessary to safeguard employees from all safety hazards as prescribed for in the Safety and Health Orders by the State of California, except safety shoes.
2. The Safety and Health Orders of the Division of Industrial Safety are incorporated herein, and made a part hereof as if set forth in full.
3. Protective apparel shall be issued initially at no cost to the employee, where work requires such apparel. Any further issues will be at the expense of the employee provided that the Employer requires each employee to check out said apparel at the beginning of each work day and check said apparel in at the end of each work day, during normal working hours. Excessively worn or damaged apparel will be replaced by the Employer.
4. Personal welding equipment (*Leathers, Hood, Gloves, Slag Hammer and Wire Brush*) shall be issued initially by the Industry Fund. Any further issues will be at the expense of the employee. Excessively worn or damaged equipment shall be replaced by the Employer.

Section C. CPR & First Aid

A certified CPR & First Aid program will be available through the current Joint Apprenticeship and Manpower Training Program. When State and Federal laws require certified CPR and First Aid personal at the job site, the employee with CPR & First Aid certification may have priority for employment.

**ARTICLE 15
INSTALLATION MANPOWER**

Section A. Manpower Schedule

1. The installation or removal of glass at the job site shall be governed by the following minimum schedule **AND IN ALL CASES ENOUGH GLAZIERS TO INSURE SAFETY:**

United Inches	1/4"	3/8"	1/2"
Sizes up to and including 56"	1	1	1
Sizes over 56" and up to 84"	1	1	2
Sizes over 84" and up to 112"	1	2	2
Sizes over 112" and up to 170"	2	3	3
Sizes over 170" and up to 210"	3	4	5
Sizes over 210" and up to 240"	4	5	6
Sizes over 240" and up to 260"	5	6	8
Sizes over 260" and up to 280"	6	8	9
Sizes over 280" and up to 300"	7	9	11
Sizes over 300" and up to 316"	8	10	12

2. It is further agreed that on any job for the purpose of safety and protection of personnel and property and where glass is more difficult or dangerous to handle, the Employer will use additional employees as required for such safety.

Section B. Mechanical Equipment

Section A of this Article shall not apply where the Employer provides mechanical equipment to aid in the installation of job site glazing.

Section C. Insulated Glass

The Schedule in Section A of this Article shall be used in determining man power required in the installation of insulated glass, based on glass equivalents, unless mechanical equipment is used.

Section D. Inside Work

For all inside work it is agreed that for the purpose of safety and protection of personnel and property and where glass is more difficult or dangerous to handle, the Employer will use additional employees required for safety.

**ARTICLE 16
MECHANICAL GLASS HANDLING EQUIPMENT**

Mechanical glass handling equipment shall be manipulated by a Journeyman Glazier on the job site, unless the company providing the equipment will only do so if it also provides the operator, and further providing they are signatory to an AFL-CIO Building Trades Agreement.

ARTICLE 17
UNION OFFICIALS FOR ENFORCEMENT OF AGREEMENT

Section A. Shop Visits

The Business Representative or duly authorized representative of the Union shall be allowed to visit the Employer's shop or jobs for the purpose of ascertaining whether or not this Agreement is being enforced. This right shall be exercised reasonably. The Company shall be notified at the commencement of a shop visit.

Section B. Bulletin Boards

The Company will provide space on bulletin boards for posting notices of Union business. Such notices must be submitted to the Company for approval before posting.

ARTICLE 18
STEWARDS

Section A. Appointment

The District Council shall be empowered to appoint and remove all shop and/or job stewards as required in any shop or job of an employer signatory to this agreement. Stewards shall be competent Journeymen currently employed by the employer at the time of appointment.

Section B. Duties

Such duties shall include monitoring the provisions of this Agreement, checking all working cards of Foreman, Journeyman and Apprentices and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the Union. Steward shall work with the tools as well as doing the duties assigned by the Union.

Section C. Reporting

The Steward shall report to the Business Representative of the Union and to the Employer or his Representative, any and all violations of this Agreement. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the Union for action as may be deemed necessary.

Section D. Layoff

The Steward shall be the last employee laid off provided he/she is qualified and able to perform the available work.

ARTICLE 19
ADMINISTRATIVE DUES CHECK-OFF

Section A. Dues Deduction

The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amount per hour, as determined by the Union on each hour worked. The Union shall determine the amount of such deductions on January 1, and/or July 1 of each year thereafter. Such deductions shall be based upon a written assignment as required by the Labor Management Relations Act.

Section B. Dues Remittance

The Employer will remit the deductions once each month with a remittance form, provided by the Union, with the names of employees for whom deductions were made, together with the amounts deducted. Such fund deductions will be remitted to the Union or to the Agency designated by the Union for the collection of such deductions.

**ARTICLE 20
WORK STOPPAGES**

Section A. Permitted Work Stoppage

There shall be no stoppage of work either by strike or lockout by the parties hereto, except as permitted elsewhere in this Agreement.

Section B. Picket Lines

Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor 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. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the Employer's own place of business or jobs.

Section C. Non-Union Job Sites

Furthermore, recognizing the "special problems" in the Construction Industry based upon the close relationship between contractors and subcontractors at the job site of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when Union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or along side the non-union employee or employees, or refuses to remain on such a job site when non-union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the Union's members are working, whether it be on a construction site of the Employer or at any other job site.

**ARTICLE 21
GRIEVANCE AND ARBITRATION**

Section A. Definition and Procedure

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

Section B. Procedures

Such grievances shall be handled in the following manner:

1. The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the company and shall meet with that representative to discuss the grievance.
2. If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party, to arbitration by written notice to the other party within fifteen (15) working days from the date of the above-referenced meeting.

Section C. Arbitrator

If the parties cannot reach agreement on an impartial arbitrator, either the Union or the Company may request the California 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 California. 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

Section D. 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 Company and any employee involved in the grievance or dispute.

Section E. 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, however, the Arbitrator shall have the authority to fashion a remedy.

Section F. 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.

Section G. Twelve Day Limit

Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after 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.

Section H. Union Economic or Legal Action

1. 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 Article 20. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer.

2. 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 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 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 30.

Section I. Employer Economic or Legal Action

In the event the Union Violates Article 20 of this Agreement (Work Stoppage), the Employer need not utilize the grievance dispute settlement or arbitration procedures set forth in this Article, but may resort to such economic and legal remedies as it sees fit with respect to the Union, and any economic action taken will not be considered a violation of Article 20. However, the Employer may, if it so desires, utilize the provisions of this Article with respect to the Union in such cases.

ARTICLE 22 VACATIONS

All regular employees who have had reasonably steady employment, those employed for 1,600 hours or more for one or more Individual Employers in the period July 1, through June 30 of the preceding year under this Agreement shall be entitled to three (3) weeks and shall be required to take a vacation of two (2) weeks each year. The Employer shall post a vacation list on a bulletin board or some place where it may be inspected and each regular employee must designate on the vacation list the date they wish to take their vacation. The time of the employee's vacation will be determined by agreement between the employee and the Employer, but it must be taken in the period provided for in this Article; except that special permission to work in lieu of vacation can be granted by mutual agreement between the Employer, employee and the Union.

ARTICLE 23 HOLIDAYS & DESIGNATED DAYS OFF

Section A. Holidays

1. Recognized Holidays shall be New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. If any of the Holidays designated in this Article falls on 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.

Section B. Designated Days Off

1. In addition to the foregoing recognized holidays, there shall be nine (9) Designated Days Off, as designated in Section B(2) below. By signed written agreement between the Employer, the Union and the Employee(s) an alternate Designated Day Off schedule may be established. Said alternate Designated Day Off schedule can be changed no more than once in a twelve month period per employee.
2. The Designated Days Off for the contract term shall be July 1, 2005, August 5, 2005, September 2, 2005, November 25, 2005, December 23, 2005, February 17, 2006, April 14, 2006, May 26, 2006, June 16, 2006, July 3, 2006, August 4, 2006, September 1, 2006, November 24, 2006, December 22, 2006, February 16, 2007, April 6, 2007, May 25, 2007, June 15, 2007, July 5, 2007, August 3, 2007, August 31, 2007, November 23, 2007, December 24, 2007, February 15, 2008, March 21, 2008, May 23, 2008, June 13, 2008.

ARTICLE 24 JOB REGISTRATION

The Employer shall register all competitively bid jobs to the central office of District Council No. 16 on mutually agreed upon forms. Said registration shall take place after the award of the project but in all cases prior to manning the job. The Employer need not register jobs which require less than 120 man hours. District Council No. 16 acknowledges that all information gathered through the job registry shall remain confidential and shall not be disseminated other than in general terms.

ARTICLE 25 HEALTH AND WELFARE

Section A. Trust Fund

The Employer and the Individual Union parties to this Agreement hereby agree to the continuation of the existing Northern California Glaziers, Architectural Metal and Glass Workers Health and Welfare Trust Agreement ("Health and Welfare Trust").

Section B. Contribution Rate

Within the limits of the total wage package contained in the attached Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Health and Welfare Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours worked. Such payments shall be made pursuant to the provisions of Article 30. The Employer shall not be liable for the contributions of any other Individual Employer.

Section C. National or State Health Plan

In the event a National or State Health Insurance Program is adopted that provides similar or substantially equal benefits as provided in this Agreement, then the Union upon thirty (30) days notice to the Employer shall have the right to allocate all or any portion of the amount contributed by the Employer, in excess of the National or State Health Plan cost, for additional benefits or the difference be reimbursed in wages to the employees covered by this Agreement.

Section D. Injured Workmen

1. Any employee who suffers an industrial injury or industrial illness during the workday while employed shall be compensated for the full day even though he may have to leave work to visit the doctor. Furthermore, such employee shall be compensated by the Employer for the time lost on not more than two (2) additional visits to the doctor, provided that the employee in question is still working for the Employer at the time of the two additional visits to the doctor, and provided further that the Employer shall schedule the time of the two additional visits to the doctor.
2. The Employer shall provide payments to the Health and Welfare Trust for an employee who sustains an injury arising out of and occurring in the course and scope of his employment, for all periods of time that the employee is, because of said disability, unable to return to his usual and customary duties, in order to provide three (3) months additional coverage over that regularly provided for in the Health and Welfare Trust, or when the employee is entitled to coverage on a permanent disability basis, whichever is sooner.

ARTICLE 26 RETIREMENT PLANS

Section A. Defined Benefit Pension Plan

1. 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").
2. Within the limits of the total wage package contained in the attached Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Defined Benefit Pension Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours worked. Such payments shall be made pursuant to the provisions of Article 30. Contributions to the Defined Benefit Pension Trust shall include regular pension contributions and if designated by the Union, supplemental retiree contributions.

Section B. National Pension Fund

1. The Employer and the Union hereby agree to the continuation of the existing I.U.P.A.T. Union and Industry National Pension Fund ("National Pension Fund").
2. Within the limits of the total wage package contained in the attached Schedule A, for each hour or portion thereof, the Employer shall contribute to the National Pension Fund an amount determined by the Union on July 1, and January 1 of each year of this Agreement.

3. For the purpose of this Section B, 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.
4. 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.
5. The payment to the National Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
6. The Employer hereby irrevocably designates as its representative on the Board of Trustees of the National Pension Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
7. All contributions shall be made at such time and in such manner as the Trustees of the National Pension Fund require; and the Trustees may at any time conduct an audit in accordance with said Agreement and Declaration of Trust.
8. If an Employer fails to make contributions to the National Pension Fund as provided for in Article 30 of this Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
9. The National Pension Plan adopted by the Trustees of said National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code as to enable the Employer at all times to treat contributions to the National Pension Fund as a deduction for income tax purposes.

Section C. Individual Account Retirement Plan

1. The Employer and the Union hereby agree to the continuation of the existing Glaziers Individual Account Retirement Trust Fund ("Individual Account Retirement Trust").
2. Within the limits of the total wage package contained in the attached Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Individual Account Retirement Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement on each employee covered under this Agreement on all hours worked. Such payments shall be made pursuant to the provisions of Article 30.

Section D. Liabilities

With respect to each plan described in this Article, no Individual Employer shall be liable for the contributions of any other Individual Employer.

ARTICLE 27

NORTHERN CALIFORNIA GLAZING CONTRACTORS ADMINISTRATIVE FUND, WORK PRESERVATION FUND, LABOR MANAGEMENT COOPERATION INITIATIVE & POLITICAL ACTION TOGETHER- POLITICAL COMMITTEE

Section A. Northern California Glazing Contractors Administrative Fund

Commencing July 1, 2002, and continuing until the expiration date of this agreement, every contractor signatory to this Agreement shall pay Administrative Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of fifteen cents (\$0.15) per hour. Said Administrative Fund contributions shall be remitted to the appropriate depository designated by the Northern California Glass Management – an FCA affiliate, not later than the fifteenth (15th) day of each and every calendar month for all hours worked during the preceding calendar month. Said Administrative Fund contributions are then forwarded to the Northern California Glass Management – an FCA affiliate designated account. The contribution rate to the NCGM will be monitored and may be increased as deemed necessary by the Board of Directors of NCGM, up to a maximum contribution rate of fifty cents (\$0.50) per hour. No part of the contributions to the Administrative Fund shall be used for activities which are inimical to the Union.

Section B. Work Preservation Fund

1. There has been created a separate and independent entity, the Work Preservation Fund, Inc., ("Work Preservation Fund") 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 expand the work and jobs available to signatory employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. 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).
2. The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management, plus one neutral member, elected by a majority vote of the Board of Directors.
3. The Employer shall be obligated to pay for the Work Preservation Fund eight cents (8¢) on each employee covered under this Agreement on each hour worked. A full hour contribution shall be paid on any portion of an hour worked. Contributions shall be made pursuant to the provisions of Article 30.

Section C. Labor Management Cooperation Initiative

1. The Employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperation Fund ("Fund") for each employee covered by this Agreement, as follows:

- (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (5¢) to the Fund.
 - (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
 - (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.
 - (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.
2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
 3. 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 Agreement and Declaration of Trust.
 4. If an Employer fails to make contributions to the Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Section D. Voluntary Payroll Deduction of Political Contributions

1. Each Member hereby authorizes and directs the employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked, as a contribution to the Political Action Together -Political Committee (PAT-PC) of the International Brotherhood of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together -Political Committee (PAT-PC) of the International Brotherhood of Painters and Allied Trades for each employee covered by this Agreement, as follows:
 - (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC.

- (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (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.

**ARTICLE 28
APPRENTICE TRAINING AND JOURNEYMAN RETRAINING TRUST FUND**

Section A. Apprenticeship Trust

The Employer and the Union hereby agree to the continuation of the existing Northern California Apprentice and Journeyman Training Trust Fund ("Apprenticeship Trust").

Section B. Contributions Rate

The Employer shall contribute to the Apprenticeship Trust the amount shown on the attached Schedule A, on each Journeyman and Apprentice Glazier, covered under this Agreement on all hours worked. Such payments shall be made pursuant to the provisions of Article 30.

Section C. IUPAT Joint Apprenticeship and Training Fund

We hereby establish under this Collective Bargaining Agreement a provision for affiliation with the *IUPAT Joint Apprenticeship and Training Fund (IUPAT-JATF)* and further provide a minimum contribution of five cents (\$.05) per hour for each Journeyman and Apprentice employee covered under this agreement.

**ARTICLE 29
PAYMENTS TO TRUST FUNDS &
TRANSFER OF MONEY FROM WAGES TO BENEFIT FUNDS**

Section A. TRUST FUNDS

1. **Current Trust Funds** - This Agreement requires contributions to the following jointly-administered Trust Funds:
 - **Northern California Glaziers Pension Trust Fund.**
 - **Northern California Glaziers Health & Welfare Trust Fund**
 - **Northern California Glaziers Individual Account Retirement Trust Fund**
 - **Northern California Apprentice & Journeyman Training Trust Fund**
 - **IUPAT Union & Industry National Pension Fund**

- **IUPAT Joint Apprenticeship Training Fund**
- **IUPAT 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.

Section C. 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 No. 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws.

Section D. Payments to Trust Funds

1. **Payroll Deductions:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Dues Check-Off, Wage Equality Dues, Organizing Dues, Building Trades Dues and of the PAT-PC deductions of this Agreement. The consequences of any delinquent remittance of these deductions shall be the same as those provided by the Trust Agreements of the Defined Benefit Pension Plan, as amended, as set forth above.
2. **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 15th 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 due date.
3. **Liquidated Damages:** 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 attorneys fees and any other expenses incurred in connection with the delinquency. The amount of assessments shall be 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 Defined Benefit Pension Plan.

4. **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 referred to in this Article, are not received by the twentieth (20th) 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. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate him for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to his withdrawal from the job or shop of the delinquent Employer. In additions the Union shall have such further remedies as set forth in Article 21 (Grievance and Arbitration).
5. **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 any one's right to enforce the collection of contributions or payroll deductions by any legal means.
6. **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 and the Union, and on such forms as they may require.
7. **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.
8. The Administrator, Administrators or C.P.A. designated by the Union of each said Funds referred to in Section 1 above shall be allowed to inspect the payroll records of any Employer at any time to ascertain if the provisions of this Agreement are being complied with.

Section E. Transfer of Money from Wages to Benefit Funds

1. During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds and a corresponding reduction or increase in the minimum hourly wage rates set forth in Schedule A. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request as of the effective date requested by the Union. As of such date the hourly minimum wage rates set forth in Schedule A. of this Agreement shall be reduced or increased in an amount equal to the increase or decrease required of the Employer to the particular benefit fund or funds.

2. Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds and the corresponding reduction or increase in the minimum hourly wage rates shall be set forth in a Memorandum of Understanding by the Employer and the Union (Schedule A).

ARTICLE 30 JOINT APPRENTICESHIP TRAINING COMMITTEE

In the territorial jurisdiction of the Union there is established one (1) Joint Apprenticeship Training Committee of twelve (12) members of whom six (6) shall be appointed by Northern California Glass Management / FCA Affiliate and six (6) shall be appointed by the Union. The Committee shall oversee the apprenticeship system under the control of the Trustees of the Northern California Apprentice & Journeyman Training Trust Fund.

ARTICLE 31 GLAZIER APPRENTICE

The following are the wages, hours and working conditions with respect to Apprentice Glaziers, including, but not limited to all other Articles of this Agreement.

Section A. Eligibility

Any individual, age 17 and over who meets the requirements established by the Joint Apprenticeship Training Committee, is eligible to be registered as an Apprentice Glazier. After serving a six (6) month probationary period, they must then serve at the trade for a further period of four (4) years and six (6) months, subject to approval of the Joint Apprenticeship Training Committee.

Section B. Employer Eligibility

Only a responsible business entity or branch thereof shall be permitted to employ an Apprentice Glazier. No Individual Employer is entitled to an Apprentice Glazier unless he has been established as a recognized flat glass business entity for at least one year. Whenever an Individual Employer desires to hire an Apprentice Glazier they shall notify the Joint Apprenticeship Training Committee which shall furnish the Employer with a registered Apprentice Glazier.

Section C. Ratios

When the Employer employs one or more Journeymen steadily (a steadily employed Journeyman shall be defined as working 870 or more hours per year), it may employ one Apprentice Glazier; then one additional Apprentice Glazier for the next two (2) additional Journeymen steadily employed thereafter. This ratio may be altered at the discretion of the Joint Apprenticeship Training Committee at the request of the Employer.

Section D. Hiring Procedures

1. The Employer must be approved by the Joint Apprenticeship Training Committee and have signed the "Agreement to Train" (Form DAS 7). The Joint Apprenticeship Training Committee shall not arbitrarily withhold approval.

2. The Employer must notify the Joint Apprenticeship Training Committee of the intention of hiring an Apprentice Glazier.
3. The Employer must agree not to use the prospective Apprentice Glazier until having been approved (indentured) by the Joint Apprenticeship Training Committee.

Section E. Discharges

1. After the probationary period the Employer may not discharge an Apprentice Glazier without first notifying the Joint Apprenticeship Training Committee in writing and an Apprentice Glazier cannot be discharged without the approval of the Joint Apprenticeship Training Committee.
2. A glass firm employing a registered Apprentice Glazier and discharging without just cause shall not be entitled to another Apprentice Glazier until such time as the discharged Apprentice Glazier would have completed the full time of Apprenticeship.

Section F. Rights of Committee

Apprentice Glaziers shall not be permitted to work for any person or firm other than their first Individual Employer, except by permission of the Joint Apprenticeship Training Committee. After two (2) years of employment as an Apprentice Glazier, the Joint Apprenticeship Training Committee may rotate Apprentice Glaziers into different shops if they are not, in the opinion of the Joint Apprenticeship Training Committee, receiving a well-rounded training at the shop of just one Individual Employer.

Section G. Quit Without Permission

Apprentice Glaziers who leave their Employer without permission of the Joint Apprenticeship Training Committee before their term of Apprenticeship is completed may be terminated from the apprenticeship program.

Section H. Working Alone

An Apprentice Glazier may be allowed to work on any job alone after the first year of Apprenticeship. The Joint Apprenticeship Training Committee may approve the Apprentice Glazier working alone on one or more types of work, and not on other types of work, depending upon the skill and ability of the Apprentice. An Apprentice Glazier shall not be permitted to superintend work or act as foreman or leadman.

Section I. Wages and Benefits

1. Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeymen's Net Wage Rate as follows

Starting Wage Rate.....	40%
After 6 months.....	46%
After 12 months.....	52%
After 18 months.....	58%
After 24 months.....	64%
After 30 months.....	70%
After 36 months.....	76%
After 42 months.....	82%

After 48 months.....	88%
After 54 months.....	94%
After 60 months.....	100%

2. Full fringe benefit contributions shall be made on behalf of all Apprentices with the exception of Nor/Cal Pension, IAR Pension and IUPAT Pension; such contributions shall be based on their respective percentage of Journeyman contributions. Future fringe benefit contributions shall be increased based on their respective percentage of Journeyman future increased contributions with the exception of Health & Welfare which shall be paid at one-hundred percent (100%).

Section J. Disputes

All matters of controversy or disputes arising out of the operation or interpretation of the Apprenticeship standards established by a Joint Apprenticeship Training Committee or arising out of the operation or interpretation of the Apprenticeship rules set forth above, which cannot be settled by the duly authorized representatives of the Union and the Employer, shall be referred immediately to the Joint Apprenticeship Training Committee. The Joint Apprenticeship Training Committee shall review the facts and render a decision which shall be final and binding upon all parties, including the Apprentice. In the event a decision cannot be reached by the Joint Apprenticeship Training Committee, or in the event of a failure by the Employer or the Union or the Apprentice to comply with the decision of the Joint Apprenticeship Training Committee, the problem shall then be referred to the Division of Apprentice Standards and/or shall be processed as provided in this Agreement.

**ARTICLE 32
JOURNEYMAN GLAZIERS**

The following are the wages, hours and working conditions with respect to Journeyman Glaziers, including, but not limited to all other Articles of this Agreement.

Section A. Journeyman Glazier

1. The term Journeyman Glaziers, Architectural Metal or Glass Worker means a person who has served a bona fide apprenticeship and has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled Glaziers, Architectural Metal or Glass Workers' work. The Employer shall determine the qualifications of Employees

Section B. Journeyman Wages

1. The hourly minimum rate of wages for all Journeyman Glaziers working in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties shall be as follows:

July 1, 2005 total package \$49.25 per hour*
July 1, 2006 total package \$51.50 per hour*
July 1, 2007 total package \$53.75 per hour*

2. The hourly minimum rate of wages for all Journeyman Glaziers working in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, portions of Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties in California and Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine Counties in Nevada shall be as follows:

July 1, 2005 total package \$42.06 per hour*

July 1, 2006 total package \$44.31 per hour*

July 1, 2007 total package \$46.56 per hour*

3. * = Effective July 1, 2005 a total of \$1.00 shall be allocated to the Nor/Cal Pension for the sole purpose of deficit reduction. Effective July 1, 2006 a total of \$2.00 shall be allocated to the Nor/Cal Pension for the sole purpose of deficit reduction. Effective July 1, 2007 a total of \$3.00 shall be allocated to the Nor/Cal Pension for the sole purpose of deficit reduction.
4. Regular employees of each employer shall be paid in accordance with the appropriate Wage Schedule, which shall be determined based upon the county in which the employer's principle 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.

Section C. Shop Foreman

All shops employing twenty (20) or more employees covered by this agreement will designate one working Journeyman, in good standing with the union, as their Shop Foreman. The Shop Foreman's responsibilities shall include coordinating and directing all Field Work as well as overseeing the duties of the Leadmen, assigning jobs to crews and individuals, maintaining discipline and enforcing regulations and policies as directed by the employer especially in regards to the promotion of Safety. The Shop Foreman shall oversee the training and job assignments of apprentices and insofar as possible, give the apprentice the program recommended by the Joint Apprenticeship Training Committee. The Shop Foreman shall, when ever possible, devise new methods of operation that will benefit both the Employer and employees. In accepting authority, the Shop Foreman will also accept responsibility. The Shop Foreman will receive a minimum of fifteen percent (15%) above the Journeyman Glaziers Net Wage Rate.

Section D. Leadman

1. The duties and responsibilities of the Glazier Leadman shall include handling the Company paperwork on the job, assigning and supervising work, maintaining performance requirements, conducting liaison with the general contractor's or owner's representative, maintaining communications with his company and maintain safe working conditions and practices throughout the course of the job. They shall also be permitted to perform during working hours certain Union duties such as: job notification and determining if all work covered by this Agreement is to be performed by members of the Unions party to this Agreement. Further, it shall be the duty of the Leadman to return the Company's unused material and equipment to the Company.
2. When three (3) or more employees covered under this Agreement are on a job of four (4) days' duration or more, one Journeyman Glazier in good standing with the Union shall be the designated Leadman, for the duration of the job. After the first Leadman and the Job Foreman have been designated on a particular job an additional Journeyman Glazier in good standing with the Union shall be the designated Leadman when twenty (20) or more employees covered under this Agreement are on a job of four (4) days' duration or more, and one (1) additional Journeyman Glazier in good standing with the Union shall be the designated Leadman for each additional fifteen (15) employees. The Leadman will receive a minimum of ten percent (10%) above the Journeyman Glaziers Net Wage Rate.
3. The definition of "Duration of the Job" is the primary contract and does not include change orders, call back or glass breakage and reglaze labor, providing that none of the exceptions require three (3) or more employees for four (4) days or more on each separate operation.

Section E. Continuing Education

1. Each journeyman glazier shall annually obtain a minimum of sixteen (16) hours Glazier-trade and/or safety education training. The curriculum for such continuing education shall be established by the Apprenticeship and Training Coordinator and the Joint Apprenticeship and Training Committee.
2. Each journeyman glazier shall successfully complete and maintain safety training and possess a valid certification card for the following:
 - a. First Aid
 - b. Fork Lift Operator
 - c. OSHA-10
 - d. Scaffolding
 - e. All aerial man lifts
 - f. Swing Stage.

The Bargaining Parties agree to meet and work together to develop and put in place the administrative procedures necessary to implement this program and insure its long term success.

Section F. Working Hours

1. The normal work week for each Journeyman Glazier shall be forty (40) hours per week, eight hours per day, Monday through Friday. The Employer may establish a schedule of Tuesday through Saturday work week schedule for the Journeyman Glazier. Such schedule may not be changed any more often than once in a thirty (30) day period without consent of the Journeyman Glazier and the Union.
2. The normal work day for each Journeyman Glazier shall consist of eight (8) consecutive hours performed between the hours of 6:00 a.m. and 5:00 p.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. There shall be no split shifts allowed. All other work shall be considered overtime and shall be paid for accordingly.
3. Upon prior written agreement between the Employer and the Union, starting and finishing times different from those set forth in Section 2 may be established (shift work). Shift work may only be established on jobs of five (5) days duration or more.
 - (a) If a second (2nd) shift is established, the normal work day for each Journeyman Glazier shall consist of seven and one-half (7-1/2) consecutive hours performed between the hours of 12:00 p.m. and 12:00 a.m., provided that each employee shall have one-half hour for lunch on their own time. The second shift shall be paid eight (8) hours at 10% above the Journeyman Glaziers Net Wage Rate. All other work shall be considered overtime and shall be paid for at the rate of double time.
 - (b) If a third (3rd) shift is established, the normal work day for each Journeyman Glazier shall consist of seven and one-half (7-1/2) consecutive hours performed between the hours of 7:00 p.m. and 7:00 a.m., provided that each employee shall have one-half hour for lunch on their own time. The third shift shall be paid eight (8) hours at 15% above the Journeyman Glaziers Net Wage Rate. All other work shall be considered overtime and shall be paid for at the rate of double time.
 - (c) Personal preparation for work and cleanup shall be done before starting time and after quitting time, and shall not be a part of the eight (8) hours constituting a day's work.
4. When commencing work 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 an Journeyman Glaziers leaves the job, at his own discretion, they shall be paid only for the hours worked. When weather, natural conditions, or emergency situation 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.

5. Unless given notice individually within two hours after their regular shift that their services are not required the following regular work day, all employees reporting for work, shop or job site at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or telegraph.
6. A Four Ten Hour Day Work Week may be implemented upon approval of the Union, employer and employee. When a four ten hour day work week is established, it shall be for four consecutive week days.

Section G. Overtime

The overtime rate of pay shall be as follows:

1. For the first two (2) hours, after the first eight (8) regular hours, Monday through Friday, and the first eight hours of a Designated Day Off, time and one-half.
2. Saturdays, Sundays, Holidays, Shift Work overtime and Four Ten Hour Day Work Week overtime and all other overtime work shall be paid for at the rate of double time. Employees working Saturdays, Sundays and Holidays shall be employed for not less than two (2) hours.
3. The Employer, prior to commencing any weekend, Designated Day Off, or Holiday work shall notify the Union, in writing. Overtime permits shall be obtained from the Union. Whenever an overtime permit is requested under this Section by the Employer, its issuance shall not be unreasonably withheld by the Representative of the Union. When emergencies arise, the Employer shall call the Union Representative or answering service of the Union and give the name of his firm and the name of the person calling, and the name and location of the emergency job and the number of men working on such emergency job. The Employer may then proceed with the emergency job.
4. Subject to the provisions of this Article, all call back time after the regular shift shall be paid for at the rate of double time. When an employee cannot be contacted at the job site for reasons beyond the control of the Employer and the employee is contacted at his home within a two (2) hour span after his regular shift, such a situation will not constitute a break in employment (Section G., "Emergency Board-up" and Section E "shift work" does not apply to this section).
5. The Employer, when performing overtime work or work on Saturdays, Sundays and Holidays, pursuant to this Section shall utilize his own employees on such work, and shall not utilize the regular employees of another Individual Employer without the prior consent of such other Employer, except in the case of legitimate emergencies. In which case, such other Individual Employers shall be notified on the first working day thereafter.

Section H. Emergency Board-Up

1. Emergency Board Up work shall be defined as work performed after the normal work shift when the employee is designated by the employer to be available to receive calls from a telephone directory listed emergency telephone number, an emergency answering service or other answering device, supplied by the employer.
2. For this work the employee shall be compensated at double their hourly Net Wage Rate, two hours minimum, starting from the point where the calls are received and return to the point of origin.

Section I. High Pay

An employee working from a swing stage, scissor, fork or other mechanical or hydraulic lift on a building or structure shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour above their hourly Net Wage Rate for each hour worked on such equipment. High pay is described as work performed above two (2) floors from the ground on each elevation.

Section J. Reduced Wage Rates

Employees whose age or physical condition prevents them from earning the current rate of wages may be permitted to work for less than the wage rates set forth in Section A. by mutual agreement of the employee, the Employer and the Union.

Section K. Jurisdiction of Work

The jurisdiction of work for the Journeyman Glazier shall include the handling, cutting, processing, preparing, setting or removing by any means, including mechanical glass handling equipment on the job, of the following types of glass, sealants, assembly and/or installation of same:

1. **Glass**
All glass including but not limited to Art, Automobile, Beveled, Cathedral, Chalkboard, Colored, Environmental, Figured, Glare Reducing, Glass Projection Screens, Heat Absorbing, Insulating, Photo Voltaic, Laminated, Leaded, Mirrors (of all types), Obscure, Opaque, Plate, Prism, Protective, Rolled, Sheet, Structural, Tempered, Tinted, Translucent, Transparent, Wired, X-Ray Shielding Glass, including Plastics or other similar materials when used in place of glass, and when installed in Wood, Stone, Rubber (natural or synthetic), Metal of all types, sash, doors, skylights, louvers, sliding and fixed showcase doors, glass doors, partitions, in the shop and on the job site, whether temporary or permanent, on or for any building in the course of repair, remodel, alterations or construction.
2. **Sealants**
All facing materials, caulks, and sealing materials including but not limited to Putty, Acrylics, Butyl, Butyl Tapes, Rubber, Mastic, Epoxy, Hypalons, Neoprene, Nitriles, oil based caulks, oil based glazing compounds, Polybutene tapes Polisobutylene tapes, Polyethylenes, Polytremedyne, Polyurethane; one and two parts, Polysulfides one and two parts, and all types of back up materials that may be required to make a complete seal. The types of sealants and back up materials, that are adjacent to materials as described in this Article, are included in the work of Journeyman Glaziers, Architectural Metal and Glass Workers.

3. Fabrication, Assembly and Installation of:

- (a) Metals and Panels, Lead, Zinc, Aluminum, Stainless Steel, Fiberglass, Plastic, P.V.C. over metal, and all other types of materials including Extruded, Rolled, Shaped Metal Tubes, Mullions, Metal Facing Materials, mullions, Fascia Trim Molding, Porcelain Panels, Non-Ferrous Panels, Architectural Porcelain, Plastic Panels, Asbestos Panels, and any other materials when used in place of same relative to Store Front, Curtain Wall, Slope Glazing and Window construction, in any type of building in the course of repair, remodel, alteration or construction.
- (b) Doors, Door Closers, Hinges, Locks, Screens, Windows, including frames: including but not limited to Patio Sliding Doors, fixed units, vented and fixed windows, shower doors, bathtub enclosures, and storm sash, in all cases where the glass becomes an integral part of the finished product.
- (c) Mirrors, Glass, Metal or Plastic.
- (d) Insulating glass units, and solar heat collectors containing glass and Photo Voltaic panels or glass substitutes.

4. Processing

Processing of glass and any other materials when used in place of same, including but not limited to: Glass cleaning in the shop, mirror cleaning and stripping, beveling, silvering, scratch polishing, sandblasting, flat glass where cutting, miter cutting, engraving, hole drilling and machine operations including belt, automatic and all machines used in processing of glass.

5. Art Glass

Selecting, cutting preparing, designing, art painting, engraving, drafting, etching, embossing, chipping, glass bending, mosaic, glass shades, thick facet glass and fused glass.

Section L. Tools and Workmanship

- 1. All work shall be done in conformity with the specifications on the job and concerning workmanship.
- 2. All specialty tools, power tools and power tool accessories (cordless or corded) shall be furnished by the Employer, however, all Journeymen Glaziers shall furnish, for their own use, the necessary hand tools to enable them to effectively install all work and maintain at their expense the following minimum set of tools:

Adjustable Wrench (10")	Pliers (diagonal)
Allen Wrench Set (standard & metric)	
Angle Finder	Pliers (long nose)
Anvil Shears (pruning shears)	Pliers (plate)
Awl	Pliers (slip joint)
	Plumb Bob
Center Punch	Pry Bar (large)

Chalk line
 Chisel (concrete)
 Chisel (glazing)
 Chisel (wood)
 Combination Square (12")
 Combination Wrenches (set)
 Files (metal- smooth, square & round)

Hacksaw
 Hammer
 Knife (hackout)
 Knife (pocket)
 Level (torpedo)
 Mallet
 Mallet (dead blow)
 Nail Set

Pry Bar (small)
 Putty Knives (bent & straight)
 Razor Blade Holder (scraper)
 Screwdriver (magnetic tip)
 Screwdrivers (phillips set)
 Screwdrivers (slotted set)
 Socket Wrench Set (3/8")
 Spring Clamps (2)
 Tap Wrench
 Tape Measure (25')
 Tin Snips/Aviation Shears
 Tool Belt
 Tysak Caulking Tool Set
 Utility Knife/Sheetrock Knife
 Vice Grips (R-11) - (2)
 Vinyl Roller (storefront)

3. Employees shall exercise reasonable judgment in the care and protection of Employer's tools.

Section M. Welding

Any certified welder covered by this Agreement, who does certified welding work shall receive a minimum of one dollar and twenty-five cents (\$1.25) per hour over their basic wage rate, but not less than four (4) hour's pay per day.

WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:

District Council No. 16

 Company

 Print Name

 Print Name

 Sign Name

 Sign Name

 Date

 Date