

**DISTRICT COUNCIL OF PAINTERS  
AND ALLIED TRADES NO. 36**

**ON BEHALF OF**

**GLAZIERS, ARCHITECTURAL METAL AND GLASS  
WORKERS LOCAL UNION NO. 636**

**MASTER LABOR AGREEMENT**

**JANUARY 1, 2014**

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**MAY 31, 2017**

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## MASTER LABOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2014, by and between \_\_\_\_\_, hereinafter referred to as "EMPLOYER" and DISTRICT COUNCIL OF PAINTERS AND ALLIED TRADES No. 36, on behalf of GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION NO. 636, hereinafter referred to as "UNION".

### ARTICLE ONE UNION RECOGNITION, JURISDICTION AND COVERAGE

**Section 1.** The Union has requested that the Employer recognizes it as the Section 9 (a) representative of its employees. The Union has submitted or offered to submit to the Employer evidence that the Union has the support of a majority of the Employer's employees, and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive collective bargaining representative under Section 9 (a) of the National Labor Relations Act of all full-time and regular part-time employees performing all work described in this Agreement on all present and future job sites within the jurisdiction of the Union.

**Section 2.** In the event the language above is held not to create a 9(a) relationship, the following language shall apply. If during the life of this Agreement, the Union demonstrates to the Employer it represents the majority of the Employer's workers, the Employer agrees to recognize the Union's majority status, and this Agreement will be considered a Section 9 (a) Agreement for the purpose of the National Labor Relations Act.

**Section 3.** The Employer recognizes the Union as the sole and Exclusive Collective Bargaining Agent for all Glaziers and Glass Workers working within the territorial jurisdiction of the Union, the Southern California Counties of Kern, Mono, Inyo, Santa Barbara, Ventura, Los Angeles, Orange, San Bernardino and Riverside, for all inside or outside installation, fabrication, repair or replacement work, all job site work, and production and maintenance work, (except where the maintenance work is being performed under a Collective Bargaining Agreement with another labor organization).

**Section 4.** The following work of the Glaziers and Glass Workers' Trade, among others, are included in the Union's jurisdiction, including all outside installation and fabrication, and job construction work and inside or outside production, maintenance and janitorial work (except where the maintenance and/or janitorial work on the job site is being performed under a Collective Bargaining Agreement with another labor organization).

(a) General glazing shall include but not be limited to: the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of all of the following:

Glass: art glass, prism glass, beveled glass, leaded glass, auto glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, tempered glass, laminated glass, all types of insulating glass, solar, heat collectors containing glass or glass substitutes, spandrel glass, art painting, fused glass, thick facet glass in concrete, chipped glass, blast resistant glass, photovoltaic glass, protection glass, plate glass, embossing glass, abrasive blasting, glass mosaic, bent glass, solar panels, tinted and coated glass, partition glass, modular glass,

Architectural Metals and Sealants: aluminum, steel, iron, brass, copper, stainless steel, plastics, composite materials, wood, sheet metal, extruded rolled or fabricated metals or any materials that replace the same, rubber, moldings, mastics, sash, stone, gaskets, plastic mirrors, fascia materials, porcelain panels, ornamental lead, putty, thiokol, neoprene, vinyl moldings, silicone, metal and vinyl tubes, mullions, metal facing materials, corrugated or perforated sheets, aluminum panels, muntins, plastic panels, unitized panels, all handrails,

Pre-glazed windows, retrofit windows and windows systems, metal windows, wood windows, vented, fixed windows, and operable windows, installation of metal window stools and sills, and mirrors of all types framed or unframed, curtain wall systems, window wall systems, suspended glass systems, storefront systems, louvers, sun shades, photovoltaic systems, and all other collection systems, solar glass systems, skylights, canopies, verandas, balconies, screens, escalators, stairways, entranceways including automatic doors, patio doors, showcase doors, revolving doors, store front doors, shower doors, locks and hardware, column covers, panels and panel systems interior or exterior, breakmetal, cladding of all types, parapet covers, glass hand rails, handrail systems, all barrier railings including wire cables, decorative metals, the sealing of all architectural metal and glass systems for weatherproofing, structural and esthetic reasons, wall cases, show cases and sideboards, book cases, partition and fixtures, modular glazing systems, the installation of all extruded rolled or fabricated materials, plastic and vinyl and steel material, unitized panel systems, carbon fiber and fiber glass, shower doors, bathtub enclosures, wardrobe doors, storm sash, factory and field assembled materials, the unpacking and racking of glass, packing glass, luminous ceilings, gaskets, all work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel including cutting, bending, drilling, bolting, burning and welding, layout, measuring, designing, aligning and leveling of all materials through the use of optical instruments, lasers, or global positioning systems (GPS), engraving, drafting, etching, embossing, sandblasting, chipping, bending, cutting of all flat and bent glass, parabolic troughs, all translucent and plastic materials, the erection of solar energy systems and appurtenances and all similarly related materials and or systems.

All work in connection with the hoisting of materials which are to be used by the Glaziers will be rigged, guided, handled and placed by Glaziers, erection, construction, fabrication and installation of all materials to receive glass or glass substitutes.

Any and all transportation, handling, unloading and loading of tools, equipment and materials to be used by Glaziers on the jobsite, the operation of forklifts, boom lifts, scissor lifts, crane signaling, the installation of swing stages, and powered work platforms necessary to perform glazing work shall be done by Glaziers.

### 3

(b) All production, maintenance, shipping, and receiving work, including all incidental and supplemental to, but not limited to the employees engaged in service, repairing, rebuilding and warehouse employees, and employees who are engaged in the cutting, preparing, handling and selecting of glass and/or mirrors, bevelers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, mite cutters, engravers, hole drilling machine operations belt sanding, automatic beveling, multigroove edging machines, semi and automatic cutting machines, grinding, polishing, unpacking and racking of glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, mounting of mirrors, manufacture and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operators, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading of trucks and railroad cars.

**Section 5.** An Employer's shop or plant, 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 and or equipment and a permanent office where regular business is conducted by at least one full time office personnel on the payroll of the signatory employer, and where employees regularly work or report in and out. A construction job site location or a specific job shall not be considered a principal place of business, or an employer's shop, or branch shop, or plant, 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 where the shop, or branch shop, or plant, is located, 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. An employer's shop, branch shop or plant will have to meet the requirements listed above and be approved by the Union to qualify as a principle place of business as defined in this section.

**Section 6.** All of terms and conditions of this Agreement shall apply to any new locations or branch facilities of the Employer, concerning the work covered by this agreement.

**Section 7.** In the event the Employer, or any principal involved with the employer, establishes a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or establishes a separate business entity within the geographical jurisdiction of the Union, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered by terms of this agreement.

**Section 8.** In the event the Employer or any person owning an interest in the business of the Employer, including ownership of stock, if the Employer is a corporate entity, or if the Employer creates another entity, including a sole proprietor or partnership, joint venture or corporation, and such other entity performs work and hires employees under the classification of this Agreement, then such other entity shall be included as an Employer under this Agreement and such other entity shall be fully bound and liable for each term and condition of this Agreement to the same extent as though such other entity is signatory to this Agreement. In addition, if said individual or Employer owns an interest in such other entity, including stock ownership, and such individual or Employer

has an interest, including stock ownership in the business of the Employer signatory to this Agreement, such individual or Employer shall be personally bound and liable to all the terms and conditions and benefits of this Agreement if the stock interests are "controlling" when pooled with stock held by immediate relatives.

**Section 9.** This Contract is binding on all successors and assignees. Prior to consummating the sale of the business, the company will give notice of the sale to the union.

## **ARTICLE TWO GENERAL CONDITIONS**

**Section 1.** When an employee is required by the performance of his duties to incur parking expenses because of no free parking provided in the immediate vicinity of a job site, or no car pool or pooling is practical, the Employer shall pay for such reasonable parking expense incurred, provided the employee submits a parking check stub establishing the actual cost of parking. Reimbursement for parking expense to be paid no later than the next pay period.

**Section 2.** Neither party will discriminate against any person with regard to employment or Union membership because of race, religion, color, sex, age, national origin or ancestry. This provision shall apply to hiring, placement for employment, training during Employment, rates of pay, or other forms of compensation and benefits, selection for training, including apprenticeship, layoff or termination and applications for admission to Union membership. All Grievances alleging a violation of this Section shall be furnished to the other party in writing. If no satisfactory settlement is reached by Article Five, Section 3 of the Grievance and Arbitration Procedure, such grievance shall not be subject to the last step in Article Five, Section 3 and all other sections of grievance and arbitration. But may be the basis of a complaint before the Federal or State Agency, which has jurisdiction over the subject matter.

**Section 3.** The Employer agrees not to require any employee to work overtime on any day where there is a State, Federal, Union election, or a By-Laws or Contract ratification meeting. The Union agrees to notify the employer of such Union elections at least five (5) days in advance of same.

**Section 4.** No employee shall suffer any loss of pay or reduction of any benefits of any kind by virtue of the signing of this Agreement. Any raise in pay shall be in addition to present employee's wage rate, not to include any over scale being paid by the Employer at the expiration of the last contract.

**Section 5.** Drivers of delivery trucks, who are not part of the bargaining unit shall not perform bargaining unit work as defined in this Agreement. The delivery person shall be allowed to place material in its initial place of rest within the building or jobsite.

**Section 6. Job Registration:** The Employer shall register all jobs with District Council 36 on a form provided by the Union. 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 three

hundred (300) man hours. District Council 36 acknowledges that all information gathered through the job registry shall remain confidential.

### **Section 7. Top Workplace Performance**

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

A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association”] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

## **ARTICLE THREE PAY CONDITIONS**

**Section 1.** An employee shall be paid at least once a week, on an hourly basis, and in accordance with the terms of this Agreement. Paychecks shall be distributed by the Employer on a regular established payday, and no more than one week’s pay held back. If an employee is not paid by the end of the shift of the regular payday, the Employer shall pay for all waiting time in accordance with State law.

**Section 2.** An employee laid off, discharged, or resigns shall be paid in full for his services in accordance with State law. If the Employer requires any employee on a job site to pick up his check at the employer’s place of business, he will be compensated in full for his time and mileage at straight time pay.

An employee who agrees in writing to have the Employer mail his pay check, waives his right to waiting time pay, unless the check is not received by the employee within five (5) working days.

**Section 3.**

(a) The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after a paycheck has been returned by the bank.

(b) The Union shall have the right to inspect and review 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 time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement. In the event the results of such inspection or audit establish that the Employer has violated any wage payment, or Trust Fund contributions, or any term or condition of this Agreement, the Employer shall be liable for the costs of such audit, including legal and accounting fees.

**Section 4.** The Employer shall have available records setting forth the number of hours worked, and complete individual payroll information for each employee on a quarterly basis and will submit time records on specific jobs when requested, and punched time cards or time sheets filled out and signed by the employee.

**Section 5.** If an 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, in which case the employee shall receive his regular straight time pay for all waiting time until he is paid in full, unless it's a bank error beyond the control of the employer. The Employer will reimburse the employee for the bad check charge. In addition, the Employer shall be required to pay all employees covered by this Agreement for the remainder of this job by Certified Check or Money Order.

#### **ARTICLE FOUR MANAGEMENT RIGHTS**

**Section 1.** Management functions and the exercise thereof shall be unqualified and shall remain exclusively in the Employer and shall include all matters not limited by this agreement, as well as the following to the extent that the following are not limited by the terms of this Agreement.

(a) To hire, promote, assign to shifts, discipline, maintain efficiency, increase or decrease the work load, determine the number of employees to perform the work, demote, suspend, or discharge employees for cause.

(b) To determine the type and nature of work to be performed, to direct the job site work force, to select supervisory employees, the schedule of working hours and work days, processes and means of manufacture, to select material and equipment to be used or installed, to determine the work methods, procedures and techniques of construction, to establish, promulgate, enforce and amend reasonable company policy and safety rules.

(c) The Employer will have the right to impose discipline, including possible termination of employment when the employee doesn't comply with written company policy.



## **ARTICLE FIVE GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** A grievance is defined as any dispute between the Employer and any Employee covered by this Agreement or the Union and the Employer concerning the application or interpretation of any term or condition of this Agreement.

**Section 2.** The Union may file a grievance directly with the Employer and if the grievance is not resolved, then the Union or the Employer may refer the grievance to the Joint Conference Committee. To be timely filed, a grievance must be filed in writing within fourteen (14) calendar days of the occurrence of the alleged violation of this Agreement, excluding violations found through an audit.

**Section 3.** A grievance involving an employee may be taken up by the Union Steward directly with the Employer's Representative. If the Union Steward and the Employer's Representative fail to resolve the grievance, then the grievance shall be referred to the Union. The Union Representative shall then attempt to resolve the grievance with the Employer's Representative. If the Union and the Employer are unable to resolve the grievance, then the Employer or the Union may submit the grievance to the Joint Conference Committee.

**Section 4.** A Joint Conference Committee shall be established under the Collective Bargaining Agreement between the Southern California Glass Management Association and the Union. The Association and the Union shall each appoint three (3) Representatives to constitute the Joint Conference Committee. Each Employer signed to this Agreement agrees to accept the jurisdiction of the Joint Conference Committee and be bound by an procedures and determination and awards made by the Joint Conference Committee regarding any dispute or grievance under this Agreement.

**Section 5.** The Joint Conference Committee shall meet within ten (10) days after a grievance or dispute has been submitted to the Committee by either the Employer or the Union.

In the event that the Joint Conference Committee fails to meet within the above time limit, either party may then submit the grievance or dispute directly to arbitration in accordance with procedures of Section 8 of this Article.

**Section 6.** Following the appointment of the members to the Committee, the Committee shall select a Chairman and a Secretary to serve during the term of the Agreement, or until replaced by the action of the Committee. Either the Union or the Association may appoint, at any time, an alternate member to act in the place of a regular member of the Committee.

**Section 7.** Upon a grievance or dispute being referred to the Joint Conference Committee, the Committee shall call a meeting as required by this Article, and hold a hearing regarding the grievance of dispute. The Joint Conference Committee shall notify both parties as to the grievance or dispute and specify the nature of the grievance or dispute and of their right to present witnesses and evidence at the hearing. The parties shall be allowed to present witnesses and argue their position concerning the grievance or dispute. Upon the completion of the testimony and the evidence, and upon the closing of the hearing, the Joint Conference Committee shall issue a decision by a majority vote within ten (10) days after close of the hearing, which shall constitute an

award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or the dispute, and upon the Association. The Joint Conference Committee, in issuing a decision, shall have the jurisdiction and authority to fine any party in violation of this Agreement, and to issue a determination with an appropriate remedy that may include payment for loss of wages, Trust Fund contributions, damages, or a specific order directing the party to comply with this Agreement.

**Section 8.** In the event the Joint Conference Committee cannot reach a decision, either the Union or the Employer may submit the grievance or dispute to arbitration. Any party desiring to submit the dispute or grievance to arbitration must notify the Secretary of the Committee, in writing, that the party desires to proceed to arbitration within ten (10) days after the meeting or notice by the Committee that a decision has not been reached. Upon such a request, the Joint Conference Committee shall select an impartial arbitrator. In the event the parties are unable to agree upon an impartial arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as the impartial arbitrator. Upon receiving the list, the Employer and the Union shall select an arbitrator within five (5) days after receipt of the list by striking three (3) names from the list. The party to strike first from the list will be selected by lot.

**Section 9.** The impartial arbitrator shall hold a hearing as soon as practicable, and following the conclusion of the hearing shall issue an award which shall be final and binding upon the Union, the Employer, the Association and any employees involved in the grievance or dispute. The arbitrator shall render his award within thirty (30) days after the conclusion of the hearing.

**Section 10.** All expenses of the arbitration, including the fees of the arbitrator, and the cost of any transcript, shall be paid by the losing party to the arbitration. In the event of any disagreement as to the prevailing party, the arbitrator shall have the authority to determine which party shall pay any or what portion of the expenses of the arbitration.

**Section 11.** The arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

**Section 12.** Nothing contained in this Article on grievance and arbitration shall preclude an employee from filing claim for wages or fringe benefits with the California Division of Labor Law Enforcement, provided that when the employee obtains a final determination on the merits of the claim, the employee or the Union may not file a grievance on behalf of such employee or the same claim that was presented to the California Division of Labor Law Enforcement.

**Section 13.** In the event of a failure by an Employer to comply with any award or decision of the Joint Conference Committee or an impartial arbitrator, then the Union need not proceed through the grievance and arbitration procedures set forth in this Agreement, and in such case the Union may resort to economic and/or legal action, including withholding of service, a strike, picketing and boycotting concerning such claim for wages or fringe benefits. Such rights shall exist in any case where the Union claims that there has been a violation of Agreement by the Employer regarding the failure to pay wages, fringe benefits, or to comply with a decision and award of the Joint Conference Committee, or an impartial arbitrator. In such case, the Union, before resorting to any economic action, will give the Employer two (2) business days written notice by wire or Registered

Letter with "Return-Receipt Requested" of its intention to take such economic action. If such notice is given, a copy of the notice shall be mailed simultaneously to the Southern California Glass Management Association. For the purpose of this Section, the terms "wages" and "fringe benefits" shall apply to all terms and conditions set forth in this Agreement that are Employer cost items and shall apply to all premium pay conditions and all other items within the definition of wages. This Section shall not apply to any grievance or dispute concerning job description or the appropriate regular wage rates required as related to job descriptions.

**Section 14.** In the event the Union takes economic action concerning the enforcement of the Agreement regarding the Employer's payment of wages or fringe benefits, including contributions to any Trust Funds, or an award of the Joint Conference Committee, or an arbitrator, then the Employer shall be liable to pay the wages and fringe benefits lost by each employee due to the strike called by the Union in order to enforce the Agreement up to a maximum of two (2) weeks. The amount of wages and fringe benefits to be paid to such employees shall be equal to the amount of wages and fringe benefits the employees would have earned if they had not been called off the job up to a maximum of two (2) weeks, based on the Employer's failure to comply with a Joint Conference Committee, or an arbitrator's award.

## **ARTICLE SIX NO STRIKE OR LOCK-OUT**

**Section 1.** During the life of this Agreement, there shall be no stoppage of work, strike or lockouts except as specifically permitted by Article Five, Section 13. 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.

## **ARTICLE SEVEN STEWARDS AND BUSINESS REPRESENTATIVES**

**Section 1.** No Business Agent, Special Representative or Steward shall be discriminated against for performing his duties under this Agreement.

**Section 2.** A Steward shall be a working employee selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of the Steward's duties as must be performed. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable amount of time without loss of pay for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation. The Union shall notify the Employer or his representative, in writing, of the appointment of the Steward. The Employer can layoff or discharge a Steward, for cause only, and the Employer shall notify the Union of his intention to do so. The Employer agrees that the employee selected as the Steward shall remain on the job as long as there are four (4) or more employees, including the Steward, covered by this Agreement. The Employer agrees to notify

the Union, in writing, two (2) full working days prior to laying-off the Steward. The Steward shall not be discharged or laid off for the performance of his duties as a Steward.

**Section3.** Authorized Representatives of the Union shall be allowed to visit any job or shop of the Employer and such Representatives will not interfere or slow down any work operations. The authorized Union Representative shall notify the Employer, or his designated Representative, when he arrives and leaves the shop of the Employer.

## **ARTICLE EIGHT UNION LABEL**

**Section 1.** The Employer agrees that the Union label, as furnished by the Union, shall be displayed on all job sites and may be placed on all work performed by members of the Union, and such Union label shall be in the custody of the Steward.

**Section2.** The work that is required to carry the Union label shall be subject to mutual agreement between the Employer and the Union.

## **ARTICLE NINE EMPLOYER'S QUALIFICATIONS**

**Section 1.** The Employer shall carry all required Federal, State, County and City licenses or permits or certificates necessary for the legal operation of the Employer's business as well as compensation insurance against accidental injuries as provided by the laws of California and shall submit proof of coverage to the Union upon request. The Employer shall, in the operation of Employer's business, meet all the requirements of the laws, ordinances and rules and regulations of the Federal, State, County and City governments. The Union shall sign no agreement with an Employer without inspection of all documents which verify the required licenses and permits, including the assigned certified numbers, and this information shall be entered on the Signature Page of the Labor Agreement. A member of the Union and/or employee may not operate as an Employer without complying fully with all the provisions and requirements of this Article.

**Section2.** The Employer shall identify all of his trucks or vehicles that are used on the public highways in the Glass and Glazing Trade with a sign permanently affixed bearing the name of the Company, with lettering on each side of the truck and legible at fifty (50) feet, or at the Employer's option, he may identify his vehicles with decal furnished by the Union bearing the Union's logo. The Union may invoke Article Five, Section 13 if the Employer fails to comply with this Section.

## **ARTICLE TEN DISABILITY-INDUSTRIAL INJURIES AND SAFETY**

**Section 1.** (a) The Employer agrees to pay the regular rate of pay to an employee, or a prospective employee dispatched by the Union upon the Employer's request, for the time he spends in obtaining medical examinations.

(b) The Employer agrees to pay the regular rate of pay for the balance of the day to an employee who sustains an injury arising out of and occurring in the course and scope of his employment and is sent home by the doctor.

(c) The Employer agrees to pay the regular rate of pay to an employee for any treatment or medical examinations arising out of an industrial injury, up until said employee has received a full and final medical release.

**Section 2.** The Employer shall not discharge or discriminate against any employee under this Agreement because of any valid industrial injury incurred during employment or based on an employee filing of a valid claim for Workers' Compensation benefits.

**Section 3.** The Employer will place an employee, released to return to work from an industrial injury, on a restricted basis in an appropriate job, if such work is available, at his regular rate of pay provided the employee submits a written doctor's statement certifying that he is capable of performing the work.

**Section 4.** The Employer agrees not to discharge, threaten to discharge, or in any other manner discriminate against any employee because the employee has filed or made known his intentions to file an application or complaint with the Workers' Compensation Appeals Board, or because the employee has testified or made known his intentions to testify in any proceeding held by the Workers' Compensation Appeals Board.

**Section 5.** An employee who is able to perform work in the plant or for the Employer at the job site shall not be discriminated against regarding the employment based on any physical examinations required by the Employer.

**Section 6.** Any special equipment or clothing, including safety shoes and hard hats, that are required to be used by an employee in the performance of his duties or for safety reasons, shall be furnished by the Employer, or in the alternative, the Employer shall reimburse the employee for the cost of such items. The payment on safety shoes, if required by the Employer, shall be one-half (1/2) the cost of the safety shoes, no more than once per year. The Employer agrees to furnish hard hats and replace them as they wear out. The employee shall replace, at his cost, said hard hat if he loses it.

**Section 7.** The Employer shall, at all times, provide safe tools, materials, and equipment and safe working conditions. If, at any time, in the opinion of the employee, Union Steward, or Business Representative, there exists imminent danger in reference to such tools, materials, or equipment or working conditions, the employee shall not be required to work with such tools, materials, and equipment or under such conditions unless they are made safe and approved by the Union or its authorized Agent. The Union, its authorized Agent, or the employee shall immediately notify the Employer that an employee is not working for the above reasons. No employee shall be dismissed or otherwise disciplined for refusal to work with such unsafe tools, materials or equipment or under such unsafe working conditions where imminent danger exists.

**Section 8.** An employee who sustains an industrial injury or illness shall be entitled, as a matter of right, to free choice of physicians, excluding chiropractors, for the purpose of rendering treatment for the purpose of curing or relieving from the effects of said injury or illness, provided that the employee shall immediately notify the Employer of the occurrence of such injury or illness personally or through a second party.

**Section 9.** An employee is subject to termination for failure to follow and comply with reasonable safety orders or regulations promulgated by the Employer, CAL-OSHA, and any other governmental agency. In the event an employee knowingly and willfully violates such safety orders or regulations, and the Employer is fined for such actions, the Union, on the request from the Employer will investigate and may prefer charges against the employee.

**Section 10.** Each Employer will be required to hold a weekly safety meeting with the employees working on any job site or in the shop. The Employer will be required to provide a sign-in sheet to verify attendance by their employees. These sign-in sheets will be available for inspection by any authorized Agent of the Union.

**Section 11.** Where probable cause exists, both the Labor and Management support action against the use of alcohol or illegal drugs while involved in the work covered by this Agreement.

## **ARTICLE ELEVEN VACATION-HOLIDAY**

### **Section 1. - Vacation**

All employees who have worked within the jurisdiction of the Union for a twelve (12) month period may take a two (2) week vacation during the second twelve (12) months of employment. The employee may take a third (3rd) week vacation if he so desires. With the consent of the Employer, a fourth (4th) week may be taken. All vacation time shall be without additional compensation.

### **Section 2. – Holiday**

All employees covered by this Agreement will receive eleven (11) holidays without additional compensation. Such holidays are:

New Year's Day	President's Day
Memorial Day	Fourth of July
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day
New Year's Eve Day	

A holiday that falls on a Sunday shall be deemed to fall on the following Monday. A holiday that falls on Saturday shall be deemed to fall as the holiday on the prior Friday.

On the holidays consisting of the day before Christmas and the day before New Year's Day, the holiday shall be deemed to fall on the day after Christmas or the Day after New Year's whenever such change will result in a four (4) day period, including weekends.

## **ARTICLE TWELVE HEALTH AND WELFARE**

**Section 1.** The Employer agrees to contribute six dollars and seventeen cents (\$6.17) per hour for each employee covered by this Agreement for all hours worked or compensated for to the Southern California Glaziers, Architectural Metal and Glass Workers Health and Welfare Trust, for the purpose of providing health and welfare benefits from the date of hire.

Effective February 1, 2014, there will be an increase of twenty-five cents (\$0.25) per hour for a total contribution of six dollars and forty-two cents (\$6.42).

Effective June 1, 2014, there will be an increase of twenty-five cents (\$0.25) per hour for a total contribution of six dollars and sixty-seven cents (\$6.67).

Effective June 1, 2015, there will be an increase of twenty-five cents (\$0.25) per hour for a total contribution of six dollars and ninety-two cents (\$6.92).

Effective June 1, 2016, there will be an increase of twenty-five cents (\$0.25) per hour for a total contribution of seven dollars and seventeen cents (\$7.17).

The employers agree to pay any increase in the hourly contribution necessary to maintain the cost of the current level of health & welfare benefits as determined by the Trustees of the Fund.

In the event an increase in contribution is necessary, the Union, upon ratification by the bargaining unit, may designate part of the wage package to increase the Health and Welfare contribution. The Union shall notify the employers at least thirty (30) days prior to such a change.

If, during the term of this agreement, money is reallocated from the Journeyman wage to Health and Welfare, the Apprentice wages shall not be reduced and the employer shall pay the increased Health and Welfare rate.

**Section 2.** The Employer and the Union agree that in the event a National or State Health Insurance Program is adopted that provides similar or substantially equal benefits regarding Health and Welfare benefits as provided for in this Agreement, the Union, upon thirty (30) days notice to the Employer, shall have the right to allocate all or any portion of the amount that the Employer is obligated to pay under this Agreement for Health and Welfare benefits to wages or additional Health and Welfare benefits for the benefit of the employees covered by this Agreement. This shall

be interpreted to mean the difference between the amount actually being paid by the Employer and the amount of Employer contributions to the National or State Health Insurance Program, if any.

## **ARTICLE THIRTEEN PENSION BENEFITS**

### **Section 1.**

A. The Employer agrees, effective January 1, 2014, to contribute five dollars and forty-seven cents (\$5.47) per hour for all Journeyman Glaziers covered by this Agreement for all hours compensated for to the International Union of Painters and Allied Trades Industry Pension Fund. Additionally, the Employer agrees to contribute in accordance with schedule A all Journeyman glaziers covered by this agreement for all hours compensated for to the Southern California, Arizona, Colorado and Southern Nevada Glaziers, Architectural Metal and Glass Workers Pension Trust Fund. The Apprentice contribution shall be in accordance with Schedule A.

B. The Employer agrees to contribute four dollars and forty-eight cents (\$4.48) per hour for all Journeyman Glaziers covered by this Agreement for all hours compensated for to the 401(k) Plan for the Southern Nevada and Southern California Glaziers and Fabricators Pension Trust Fund. The Apprentice contribution shall be in accordance with Schedule A.

**Section 2.** The Employer and the Union recognize that the above stated contributions to the funds may be modified, by mutual agreement of the parties to this Agreement, in accordance with any Alternative Employer Withdrawal Liability Plan which may be authorized by the respective Board of Trustees of the Pension Benefit Plans and approved by Employers which are party to any "Alternative Plan Settlement Agreement."

## **ARTICLE FOURTEEN DISABILITY PLAN**

**Section 1.** The Employer agrees to contribute seven cents (\$0.07) per hour for each Glazier and Glazier Apprentice covered by this Agreement for all hours worked or paid for to the Glaziers, Architectural Metal and Glass Workers Disability Fund for the purpose of providing additional disability benefits.

**Section 2.** The Employer agrees to contribute one cent (\$0.01) per hour for each employee covered by this Agreement for all hours worked or paid for to provide payments to the Health and Welfare Trust Fund 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 an additional six (6) months coverage than provided for in the Health and Welfare Plan, or when the employee is entitled to coverage on a permanent disability basis, whichever is sooner.



The Employer and the Union may by mutual agreement agree to increase his contribution to two cents (\$0.02) per hour for each employee covered by this Agreement for all hours worked or paid for, if such is needed to provide the benefit stated in this Section.

#### **ARTICLE FIFTEEN INDUSTRY PROMOTION FUND**

**Section 1.** The purpose of the Southern California Glass and Glazing Industry Trust Fund shall be to promote the interests of the Glass and Glazing Industry.

**Section 2.** The Southern California Glass Management Association has established the Southern California Glass and Glazing Industry Trust Fund and shall appoint the Board of Trustees for the administration of the contributed funds.

**Section 3.** The contribution required of the individual Employer, under Section 4 below, shall be paid monthly to the Southern California Glass and Glazing Industry Trust Fund.

**Section 4.** Effective January 1, 2014, each individual Employer shall contribute twenty cents (\$0.20) per hour on all hours compensated for on each of the employee covered by this Agreement.

**Section 5.** In the event the Board of Directors of the Association determines that an increase is necessary to achieve Industry objectives, the Employer agrees to increase his contributions accordingly.

#### **ARTICLE SIXTEEN SOUTHERN CALIFORNIA GLAZING AND ARCHITECTURAL METAL INDUSTRY LABOR-MANAGEMENT COOPERATION COMMITTEE TRUST ("LMCC")**

**Section 1.** The Contractors and the Union recognize the need for an Labor-Management Cooperation Committee ("LMCC") that shall be established in conformity with the Labor-Management Cooperation Act. This Committee is established for the purpose of improving Labor Management relationships, job security, organizational effectiveness, enhancing economic development and involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern. The Union and the Association will each name three (3) members to the LMCC and the Business Manager of the Union shall be the Administrator of the Committee for the term of this Agreement.

**Section 2.** The Employer agrees to contribute thirty-three cents (\$0.33) per hour, ten cents (\$0.10) per hour for National LMCI, nine cents (\$0.09) per hour for the Local LMCC, and fourteen cents (\$0.14) per hour to Painters and Allied Trades Compliance Administrative Trust (PATCAT) for each employee covered by this Agreement for all hours worked or compensated for to the Southern California Glazing and Architectural Metal Industry LMCC Trust..

It is expressly understood that the funds of this Committee shall be used for the purposes identified above and shall be limited to Employers that are signatory to the Collective Bargaining Agreements with Local Union 636.

**Section 3.** The parties support, encourage, and endorse all activities of the LMCC.

## **ARTICLE SEVENTEEN PAYMENTS TO TRUST FUND**

**Section 1.** Contributions to the various Glass Workers; Employee Benefit Plans, "Southern California Glaziers, Architectural Metal and Glass Workers Health and Welfare Trust; Glaziers Disability Fund; Southern California Glass and Glazing Industry Trust; Southern California Glazing and Architectural Metal Industry LMCC Trust, Finishing Trades Institute of District Council 36 Joint Apprenticeship Training Trust Fund, 401(k) Plan for the Southern Nevada and Southern California Glaziers and Fabricators Pension Trust Fund; and IUPAT Industry Pension Plan", and as required under Articles Twelve, Thirteen, Fourteen, Fifteen, Sixteen and Twenty-Nine shall be due and payable by the Employer involved on or before the tenth (10<sup>th</sup>) day of the following month. If contributions, required from an Employer, are not paid within the time provided, written notification to that effect shall be given to the Employer, by the Administrator, Trustees or governing body of the Trust Fund involved, and such written notice shall be determined by the Trustees of the Funds. If the Employer does not pay his required contributions within forty-eight (48) hours after receipt of such written notification, or by the twentieth (20<sup>th</sup>) of the month, whichever is later, his contributions shall be deemed delinquent.

### **Section 2. Central Collection System Clause**

The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

**Section 3.** Time is of the essence on contributions by an Employer into any or all of the Trust Funds. The parties recognize and acknowledge that the regular and prompt payments of amounts due by an Employer, to any or all of the Trust Funds, is essential and that it would be extremely difficult, if not impracticable, to fix the actual expense in damages to the Trust Funds and to the employee which will result from the failure of an Employer to make the required contributions in full within the time provided, and without becoming delinquent. Therefore, the parties agree that if the required contributions of an Employer shall become delinquent, as defined in Section 1 above,

the amount of damage resulting to any Trust Fund or Trust Funds from any such delinquency shall be, by way of liquidated damages, and not as a penalty, a sum to be determined by the Trustees for each employee per Fund covered by the terms of this Agreement, and the aforesaid Trust provisions for each failure to pay in full within the time provided for herein, for each monthly period for which payments are required to be made, as provided for hereinabove. The liquidated damages provided for, herein, shall be cumulative and shall continue in the amount described above, for each month in which contributions, required to be made by the Employer, are delinquent. The amount of liquidated damages, so fixed and computed, shall be added to and become a part of the Employer's required contribution due and unpaid to the Trust Funds, hereinabove, referred to in Section 1.

**Section 4.** If the required contributions of an Employer become delinquent, as provided in Section 1 above, in addition to the amount due as liquidated damages, there shall be added to the obligation of the delinquent Employer, all reasonable expenses incurred by the Trust Fund or Trust Funds involved in the collection of the delinquency and the liquidated damages including, but not limited to, reasonable attorney's fees and accountant's fees, cost of attachment and execution, bond, receivers, and court costs.

**Section 5.** Subject to the provisions of Article Five, Sections 13 and 14, if the required contributions owed by an Employer to any or all of the Trust Funds, are not received by the time, which the Employer is considered delinquent under Section 1 of this Article, then the Union may withdraw employees from the job, or shop, within forty-five (45) days after the first (1<sup>st</sup>) day of delinquency unless the Employer provides the Trust Funds with a bond for the full amount of delinquency within thirty (30) days after the first (1<sup>st</sup>) day of delinquency. The Union will have a right to go to the Trust Funds Sub-Committee for a possible variance of this Section.

**Section 6.** The rights and remedies against a delinquent Employer, as set forth above, are not exclusive, but are cumulative, and nothing, herein, shall prevent the Union or the Administrator, Trustees, or governing body of the Trust Fund or Trust Funds involved, from taking other legal action against a delinquent Employer, including but not limited to, the bringing of a civil action or the filing of a complaint with the Labor Commissioner of the State of California.

**Section 7.** The Employer agrees that he does irrevocably designate and appoint the Trustees duty designated and appointed by the Southern California Glass Management Association of Los Angeles and vicinity, hereinafter referred to as the "Association", to serve as Trustees representing Employers on the Southern California, Arizona, Colorado and Southern Nevada Glaziers, Architectural Metal and Glass Workers Pension Trust; southern California Glaziers, Architectural Metal and Glass Workers Health and Welfare Trust; Finishing Trades Institute of District Council 36 Joint Apprenticeship Training Trust Fun; Glaziers Disability Fund; Southern California Glass and Glazing Industry Trust, and Southern California Glazing and Architectural Metal Industry LMCC Trust, to serve as the Employers Representative on each of the Trust Funds and does waive any other right to be represented, participate in, or direct the activities, disbursements and obligations of the Trust Funds.

**Section 8.** All Contributions to the Trust Funds shall be determined on the basis of each hour an employee works, or is paid for, by the Employer in accordance with this Agreement.

This Section will also apply to any Employer or shareholder, in a Corporation, that works with tools of the trade. A maximum of two (2) Employers or shareholders, at their option, may be exempt from paying to all Trust Funds.

**Section 9.** In the event an Employer is delinquent to any Trust Fund on contributions in accordance with this Agreement, for more than two (2) occasions in any twelve (12) month period, then such Employer shall be required to pay contributions on a weekly basis from then on unless modified by the Trustees.

## **ARTICLE EIGHTEEN BULLETIN BOARDS**

**Section 1.** The Employer shall supply a bulletin board in a place in the plant for the use of the Union in posting a copy of this Agreement, notices of the Union meetings, Union social functions, elections and their results. Any and all other notices or papers shall be approved by the Plant Manager before posting. No notices or papers containing organizing campaign material relating to internal Union elections or political matter may be posted.

## **ARTICLE NINETEEN FUNERAL LEAVE**

**Section 1.** Glaziers and Glazier Apprentices shall be allowed one (1) day funeral leave with full pay for a death in the immediate family. The immediate family shall be defined as the employee's spouse, children and parents

## **ARTICLE TWENTY UNION MEMBERSHIP**

**Section 1.** It shall be a condition of employment that whenever the Employer is primarily engaged in the Building and Construction Industry, all Journeymen Glaziers and Glazier Apprentices who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. All such Journeymen Glaziers and Glazier Apprentices hired on or after the effective date of this Agreement shall, as a condition of employment, on the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union.

**Section 2.** The Union agrees to accept the above employees into membership providing they qualify under the prevailing rules and regulations.

The Employer understands and agrees that in order for the Union to issue a Journeyman Glazier's Card to any person to do work under the jurisdiction of the Union, at least one of the following conditions must be satisfied by the applicant:

(a) He or she must have documentary evidence that they have served at least four (4) years of Apprenticeship training in the Glazing Trade and satisfactorily met the school requirements set by the Department of Apprenticeship Standards and the local Apprenticeship Committee.

(b) He or she must have documented evidence of having worked as a Glazier in the Glazing Trade at least six (6) years doing work covered by the jurisdiction of the Union. Such proof must be presented to the Union at the time of application to become a member of this Local. The documentary evidence will be subject to verification by the Union. The applicant hereunder may also be required by the Union to satisfactorily demonstrate his/her physical skills and knowledge at the Glazing Trade as determined by the Union.

**Section 3.** The Employer agrees to notify the Union of any new employee covered by this Agreement within twenty-four (24) hours after his date of employment, providing the name, address, and Social Security Number of the new employee.

The Employer further agrees that he will not put to work an employee who is not a member of the Union without prior approval from the Union.

**Section 4.** The Employer agrees to deduct from the wages, including vacation pay, of all employees covered by the this Agreement, administrative dues in accordance with the District Council Bylaws for each hour compensated for, including travel time and overtime commencing from the first (1st) hour of employment, provided that the employee has furnished the Union a written authorization for this deduction.

**Section 5.** All Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions of each Glazier and Apprentice Glazier once the Employer has been sent a copy of such authorization for its records. At such time that the proper authorization is provided by the Union, the amount of PAT check-off shall be five cents (\$0.05) per hour.

**Section 6.** The Union agrees to indemnify and hold harmless the Employer against any and all claims, demands, suits, and liability that may arise out of and by reason of this deduction made by the Employer in reliance upon the written authorization furnished to the Employer under the provisions of this Article.

## **ARTICLE TWENTY-ONE PIECE WORK, REBATES AND SUB-CONTRACTING**

**Section 1.** No piecework shall be permitted on any type of work covered by this Agreement, either inside or outside of the shop. No Employer or Agent of the Union, or employee covered by this Agreement shall give or accept, directly or indirectly, any rebate of wages.

**Section 2.** The Employers agree that they will not subcontract any work covered by this Agreement to be done at the site of construction, alteration, or other work except to a person, firm, or corporation properly licensed signatory to an existing current labor agreement with this Union. This Agreement will not limit the Employer's ability to originate contracts for goods or services. It is

expressly understood and the Employers agree that beyond the general contractor and/or any of the entities whomever that are signatories to an existing, current labor agreement with this a Union, there will be no subcontracting. The Employer will notify the Union in writing of any work subcontracted under this section.

Companies signatory to this Agreement who have exclusive territorial representation of specific construction products may install those products under a subcontract agreement from a non-signatory company. The Employer will notify the Union in writing of any work subcontracted under this section.

**Section 3.** All work covered by this Agreement and customarily performed on the jobsite by employees working under this Agreement shall continue to be performed on the jobsite or in the plant under this Agreement.

**Section 4.** An Employer signed to this Agreement and contracting work covered by this Agreement, from another Employer that is also signed to this Agreement, must have a written contract with that Employer covering the work and have it available to the Union.

## **ARTICLE TWENTY-TWO CLASSIFICATION, WAGES AND VACATION PAY**

**Section 1.** Shall be paid in accordance with the attached Scheduled A.

**Section 2.** On a jobsite where five (5) or more Journeymen or Apprentices are employed, the Employer must designate one (1) Journeyman as Foreman. A Foreman shall have the duties of being responsible for the job. The Foreman's wage shall be based on the following schedule:

A Foreman, in charge of five (5) to nine (9) employees: one dollar and fifty cents (\$1.50) per hour above the highest paid Journeyman (excluding welders pay and/or leadman's pay) working under his supervision.

A General Foreman, in charge of ten (10) or more employees: fifteen percent (15%) above the highest paid Journeyman (excluding welders pay and/or leadman's pay) working under his supervision.

A General Foreman shall be allowed to work with the tools of the Trade.

**Section 3.** A Glazier who is a Certified Welder, will be paid one dollar and fifty cents (\$1.50) per hour, over scale for a four (4) hour minimum, whenever he performs any welding work.

**Section 4.** On contracts where a prevailing wage rate prescribed by a government body or agency is less than that set forth in the labor agreement, such prevailing wage shall supersede the wage rate called for herein for the specific contract established by a governmental body or agency. Such wage rate shall apply for the duration of the contract. Any reductions will be for wages only, all fringes will be paid at the rate specified in this Agreement. Where there is more than one classification of

employee, all classifications shall be filed with the U.S. Department of Labor each time wage data is filed with the Department of Labor.

### **ARTICLE TWENTY-THREE APPRENTICES**

**Section 1.** The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Joint Apprenticeship Committee. The Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this agreement that is not designated as an apprentice under this provision, shall be paid at the journeyman rate set forth in this agreement.

**Section 2. Ratio of Apprentices to Journeymen**

Each Employer may employ 1 Apprentice for every three (3) Journeymen unless the Joint Apprenticeship Committee has revoked his or her right to train Apprentices.

### **ARTICLE TWENTY-FOUR HOURS AND OVERTIME**

**Section 1.**

(a) Eight (8) hours shall constitute a normal workday on Monday, Tuesday, Wednesday, Thursday and Friday, between the hours of 5:30 AM and 5:00 PM.

- (a) An Employer may implement a Ten (10) hour workday for four (4) consecutive days under the following conditions;
1. Verbal or Faxed notification to be given to the Union prior to starting a specific job or changing shop work hours.
  2. All Employees working on the project will be required to comply with the Ten (10) hour day.
  3. This option can only be implemented between Monday and Friday. Once the four workdays have been established, the days may not be changed without approval of the Employees and the Union.
  4. Any hours worked in excess of Ten (10) hours per day will be paid at time and one-half (1.5) for the first Two (2) hours after Ten (10) hours and at the double (2) time rate after Twelve (12) hours.
  5. Any Employee working under the modified work day, and leaving the project to work at a different location, not working the modified day, for the same Employer, will be governed by normal work day hours and overtime provisions of this Agreement.
  6. Scheduling of Ten (10) hour days will be by mutual consent between the Employer and Employees.

7. Any Employee working the modified workday for a fifth (5<sup>th</sup>) consecutive day will be paid at the time and one-half (1.5) rate per hour.
8. Any Employee working the modified workday for a sixth (6<sup>th</sup>) consecutive day will be paid at the double (2) time rate per hour.
9. All holidays occurring during the course of any Ten (10) hour/Four (4) day work week will counted as day(s) worked for the purpose of defining overtime rates of pay

(c) *San Bernardino, Riverside and Desert Areas Special Starting Time.* The Union agrees that due to the extreme summer heat in the San Bernardino, Riverside and Desert Areas, they will be allowed to begin and end the working day during daylight hours without special permission from the Union.

(d) Overtime for the normal workday shall be paid for at the rate of time and one-half (1.5) for the first four (4) hours of work in excess of eight (8) hours of work and double (2) time for all hours of work after four (4) hours of overtime work, up to the employee's regular starting time the following work day.

(e) Work performed on Saturdays and Sundays will be allowed to begin and end during daylight hours. Work performed on Saturday shall be paid at the rate of time and one-half (1.5) for the first Eight (8) hours and double (2) time for all hours in excess of those Eight (8) hours or work. All work on Sundays and Holidays except as specified in Article Eleven, Section 2, shall be paid at double (2) time. There shall be no pyramiding on overtime rates.

(f) The Union may grant variances, when necessary, to change the hours of the normal work day on job site work provided the request and the variance are in writing. Variance will be for a specific job only.

(g) In the event the Union does consent to changing the hours of the normal work day which results in the non-payment of time and a half, there shall be a ten percent (10%) wage premium for the second shift and a fifteen percent (15%) wage premium for the 3<sup>rd</sup> shift.

Second shift is a shift that starts between 1:30 p.m. to 4:30 p.m. Third shift is a shift that starts between 9:30 p.m. to 12:30 a.m. When an employee works four (4) or more hours in a shift they will receive the higher shift premium for the entire shift. The starting times of a shift may be adjusted by mutual agreement between the Company and the Union taking in consideration conditions of the project.

**Section 2.** If the Union does not consent to vary the normal workday for a specific job and an employee is required to report to work prior to the beginning of the normal work day, he shall receive time and one-half (1.5) time for all hours worked prior to the beginning of the normal workday.

If the employee is required to work beyond 5:00 PM, and is not on overtime, he shall receive time and one-half (1.5) for the first four (4) hours worked and double (2) time for all additional hours worked thereafter in the workday.



**Section 3.** If any employee has to report back to work from home after the regular quitting time, he shall receive a minimum of two (2) hours pay time and one-half (1.5) time rate of pay. On Saturday and Sunday work, on emergency replacement work, an employee shall receive a minimum of two (2) hours at the overtime rate of pay and on new jobs a minimum of four (4) hours at the applicable overtime rate of pay.

**Section 4.** An employee laid-off or discharged, except for just cause, shall receive a minimum of eight (8) hours pay at straight time. An employee who reports to work shall be paid a minimum of eight (8) hours pay unless the employee voluntarily leaves the job site and work prior to the employee's end of the shift. The minimum payment of eight (8) hours straight time pay shall not be paid in the event the employee has been instructed by the Employer not to report to work, no later than 7:00 PM on the previous workday. An Employee, called by the Employer, from the Union who reports after 5:30 AM shall be paid for the balance of that day, but the employee shall receive a minimum of four (4) hours pay.

**Section 5.**

(a) An employee shall report to the shop or job site unless he is notified to the contrary the previous day.

(b) The eight (8) hour minimum day will not come into affect in the case where no work can be performed due to a loss of power, or breakdown of personnel or material handling equipment. The following hours will be paid: a minimum of two (2) hours if no work can be performed; any hours worked over two (2) and less than four (4) shall be paid at four hours minimum; any hours worked over four (4) and less than six (6) shall be paid at six (6) hours minimum; any hours worked over six (6) shall be paid for eight (8) hours.

(c) Overtime will not be paid on a daily basis to an employee who has been given the opportunity to work forty (40) hours of a normal work week, but did not choose to do so. Illness will not be considered as a choice of the employee for not being on the job. The Employer may require the employee to provide a doctor's statement showing why he was unable to work. If the employee does not work the forty (40) hours of the normal work week, as offered, overtime rates will then commence after the first forty (40) hours.

(d) If work cannot be performed due to weather conditions, the employee shall receive a minimum of two (2) hours at his regular rate of pay, except if the employee has been instructed by the Employer not to report to work the previous day. The Employer may establish its own policy concerning reporting during bad weather. However, any such policy shall be at least as favorable to the employees and must be agreed to by the Union prior to implementation.

(e) In the event an employee misses work, then Saturday for a eight (8) hour work week or a Fifth day in a ten (10) hour work week may be scheduled as a make-up day at the Employee's regular straight time rate. Scheduling of make-up days will be by mutual consent between the Employer and the Employee. The Employer agrees to obtain a work permit from the Union.

**Section 6.** The Union may grant permission to work on Saturdays, Sundays and Holidays.

If the Union gives permission, the permit from the Union must show a permit number, the address of the job, and the names of the employees involved.

A permit will be granted only for Journeymen, Apprentice Glaziers, who are regular employees of the Employer involved. This Section will not apply in an emergency condition that arises at a time when it is impossible for the Employer to contact the Union Office, providing the Employer calls the Union office and leaves a message on the recorder giving the required information. The Union has the right to deny a permit for just cause.

## **ARTICLE TWENTY-FIVE TRAVEL-TIME PAY**

**Section 1.** The rate of pay for travel time shall be based on the employee's straight time hourly wage rate.

**Section 2.** The rate of pay for travel time for the employee driving a company vehicle, shall be the employee's normal hourly rate, or applicable overtime rate except as provided in Section 3 below.

### **Section 3.**

(a) The Employer shall have the right to direct where an employee shall start and conclude his workday. In the exercise of this right, the Employer may permit the employee to start and conclude the workday at the Employer's place of business. If the Employer provides transportation for employees reporting to the job site, including the driver, from his place of business to the job site, and at the option of the employee he elects to use such transportation instead of reporting to the job site, his work day shall start and conclude at the job site.

(b) An employee, who is directed to report to the Employers place of business, shall be paid in accordance with Section 1 or Section 2 for all travel which ensues until the end of his workday.

**Section 4.** If an employee performs any work en route to or departing from the Employer's place of business, he shall be paid for such travel at the Employee's applicable hourly rate of pay.

## **ARTICLE TWENTY-SIX TRAVEL EXPENSE**

**Section 1.** An Employee must report to the job and return to his residence without compensation for traveling expense for travel to any job within the jurisdiction of Local Union No. 636. The Employee agrees to carry only the following company equipment: Drill, cord, hard hat and suction cup.

**Section 2.** Any Employee traveling to perform a duty for his Employer at distances which are unreasonable or beyond the jurisdiction of this Local Union, shall be paid for all reasonable expenses in addition to his wages.

**Section 3.** In the event an employee is required to travel in his own vehicle from one job site to another, he shall be paid at the established Federal Government standard mileage rate per mile. (Note: If the Federal Government does away with the allowable Standard Mileage Rate, then the applicable rate will be Thirty-one and one-half Cents (\$0.31.5) per mile.)

#### **ARTICLE TWENTY-SEVEN OUT-OF-TOWN EXPENSE**

**Section 1.** On all out-of-town work, when the employee is required to stay overnight, transportation or travel and living expense shall be paid for by the Employer, with a minimum of sixty (\$60.00) dollars to each employee for each day, to cover three (3) meals and lodging.

In the event a round trip is made in one (1) day, the employee shall be paid continuous time. Each employee receiving his individual expense in advance, either direct or through his Foreman, shall have his time commence at the time of the departure for the job return trip to be made under the same conditions. When returning from an out-of-town job where it has been necessary to stay overnight the previous night, an employee shall receive Six Dollars and Fifty Cents (\$6.50) for breakfast, Six Dollars and Fifty Cents (\$6.50) for lunch and Twelve Dollars (\$12.00) for dinner. In the event employee works a full eight (8) hour day on the day of departure, the employee shall receive payment of Twelve Dollars (\$12.00) for the dinner meal that evening.

#### **ARTICLE TWENTY-EIGHT WORK CONDITIONS, HAZARD PAY AND TOOLS**

**Section 1.** No Employer, who is also a member of the Union, shall be permitted to work overtime, except when accompanied by another Journeyman Glazier who is not an Employer.

**Section 2.** The Employer agrees that, in the event of slackness of work, he will rotate employment among his employees (including Apprentices) doing the same type of work, insofar as this may be practicable.

**Section 3.** The Employer agrees that for the purpose of safety and protection of property, the Employer will provide the required amount of men and/or equipment to handle any size of glass or other related materials or products in a safe manner.

**Section 4 - Hazard Pay.**

(a) An employee doing work in a condor shall receive one dollar and twenty-five cents (\$1.25) per hour for hazardous pay from the third (3rd) floor and up.

An employee doing work on the outside of the building from a swing stage or any suspended contrivance, shall receive one dollar and twenty-five cents (\$1.25) per hour for hazard pay from the ground up.

**Section 5.** The Employer will provide all power tools including power drills, power saws, hole saws, drill bits, countersinks, caulking gun, suction cup, hacksaw blades, extension cords, pop rivet gun, rivnut tool, and hard hats where required. Employees are responsible for the proper use and protection of tools issued by the Employer. All equipment is to be returned to the Employer in good condition, except for normal wear.

**Section 6.** The Employer shall provide, on each job site and in the plant, a secure place where his employees may keep their tools. If an employee's tools are lost by reason of fire, flood or theft, the Employer shall be liable for the loss of such tools and the Employer agrees to replace or reimburse with tools of equal quality. The Employer shall be liable only if the employee has done the following:

- (a) The employee must provide the Employer with a complete inventory of all tools at the commencement of work and any additions or deletions during the course of employment.
- (b) The employee's tools must be stored in the place provided by the Employer.
- (c) If the employee is traveling, he must keep the tools in the vehicle and locked when not driving.
- (d) On any claimed theft of the employee's tools, the employee must file an appropriate police report as soon as the loss is discovered by the employee.

#### **ARTICLE TWENTY-NINE APPRENTICESHIP AND JOURNEYMAN RE-TRAINING TRUST FUND**

**Section 1.** The Employer agrees to contribute seventy-seven cents (\$0.77) per hour, ten cents (\$0.10) per hour to FTI and sixty-seven cents (\$0.67) to the general fund for Glaziers and Glazier Apprentices covered by this Agreement for all hours worked or paid for to the Finishing Trades Institute of District Council 36 Joint Apprenticeship Training Trust Fund for the purpose of providing an Apprenticeship and Journeyman Re-Training Program, and for the Apprenticeship Compliance Enforcement Program. For a new employee, in such classifications, the contribution shall commence from his date of employment.

#### **ARTICLE THIRTY WORKER'S COMPENSATION-ALTERNATE DISPUTE RESOLUTION**

The parties have established and are operating, pursuant to Section 3201.5 of the California Labor Law, a Workers' Compensation Alternative Dispute Resolution (ADR) Agreement and program. This system of medical care delivery and alternative dispute prevention and resolution was established in order to provide employees and Employers with the following benefits:

- (1) Provide employees who claim compensation for personal injuries and occupational diseases under the California Workers' Compensation Law with improved access to high-quality medical care.

- (2) Reduce the excessive costs historically associated with these benefits.
- (3) Reduce the number and severity of disputes.
- (4) Provide an efficient and effective method of dealing with disputes resulting from such injuries.

The Workers' Compensation Alternative Dispute Resolution Agreement dated September 17, 1997, may be used by any Employer working in the State of California who is (1) signatory to a collective bargaining agreement with District Council No. 36, and who (2) signs a Memorandum of Understanding agreeing to be bound by the terms and conditions of said ADR Agreement.

### **ARTICLE THIRTY-ONE OTHER EXISTING AGREEMENTS**

The Union shall be free to enter into any agreement with any employer that it deems to be in the best interest of the industry, as long as it does not result in a competitive disadvantage to any employer signatory to this agreement. Where the Union does sign an agreement with any employer having provisions, terms and conditions that the overall economic effect of which are more favorable to any employer signatory to this agreement, the employer may adopt the more favorable terms of the other agreement only as applied to the specific type of work processes being performed, or the specific product or components being fabricated, applied or installed. In adopting the more favorable terms the employer must adopt and comply with all of the terms of the agreement granting the more favorable terms. The adoption of any more favorable terms and conditions shall be limited in the geographical area where the more favorable terms have been granted.

If any employer or agent has a specific inquiry as to the existence of any terms which are more favorable he may make a written request to the union stating the exact type of work which he intends to perform and requesting if there are any better terms available.

This provision shall not apply to service, replacement work or agreements negotiated for the purpose of organizing.

The Union will provide the Association copies of Agreements agreed to and signed by the Union and Contractors that differ from the current Master Labor Agreement.

### **ARTICLE THIRTY-TWO WORK PRESERVATION**

**Section 1.** To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a

joint venture, wherein the Employer through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and condition of this agreement shall be applicable to all such work.

**Section 2.** All charges of violations of Section 1, of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, an Arbitrator shall be able, at the request of the Union, to require an Employer to pay to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations. An Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

**Section 3.** If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay an accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

### **ARTICLE THIRTY-THREE WORK IN OTHER JURISDICTIONS**

**Section 1.** 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 2.** 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 where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further 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. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the

home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union 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 with the courts.

#### **ARTICLE THIRTY-FOUR VALIDITY OF AGREEMENT**

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

#### **ARTICLE THIRTY-FIVE DURATION**

**Section 1.** THIS AGREEMENT shall become effective on January 1, 2014, and shall remain in effect through May 31, 2017, and from year to year thereafter. Either party may terminate or re-open this Agreement for amendments by giving notice to the other party sixty (60) days prior to May 31, 2017 or sixty (60) days prior to any subsequent year period.

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36,  
on behalf of  
GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS  
LOCAL UNION NO. 636

MASTER LABOR AGREEMENT  
JANUARY 1, 2014 THRU MAY 31, 2017

**UNION:**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

Union Officer: \_\_\_\_\_

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

**EMPLOYER:** \_\_\_\_\_

(Company name)

By: \_\_\_\_\_

(Printed name of signing party)

By: \_\_\_\_\_

(Signature)

(Date)

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

Address: \_\_\_\_\_

City, & State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

State Contractor's License Number: \_\_\_\_\_

Workers' Compensation Insurance Carrier: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

State ID Number: \_\_\_\_\_