

SAN DIEGO AREA
GLAZIERS & ARCHITECTURAL
METAL
LABOR AGREEMENT

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
ON BEHALF OF
GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS
RESILIENT FLOOR AND DECORATIVE COVERING WORKERS
LOCAL UNION 1399

AUGUST 1, 2023 THROUGH SEPTEMBER 30, 2026

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ARTICLES OF AGREEMENT

This Agreement is made and entered into and made effective August 1, 2023 by and between _____, hereinafter referred to as Employer, and Painters and Allied Trades District Council No. 36, I.U.P.A.T., AFL-CIO, on behalf of Glaziers, Architectural Metal and Glassworkers, Resilient Floor and Decorative Covering Workers, Local Union 1399 or any designated successor of San Diego and Imperial Counties, hereinafter referred to as the "Union", desiring to insure a continuance of amicable relations between District Council 36 and its Employers, both parties hereby mutually agree to maintain this Agreement.

ARTICLE I

Union Recognition, Jurisdiction and Coverage

1.1 **UNION RECOGNITION.** The Employer recognizes the Union as the sole collective bargaining agent for all Glaziers and Architectural Metal workers working within the territorial jurisdiction of the Union which is San Diego and Imperial Counties, including San Clemente Island.

1.2 The Employer and District Council 36 on behalf of Local Union 1399 expressly acknowledge that on the Employer's current jobsite work covered by this Agreement, District Council 36 on behalf of Local Union 1399 has the support of a majority of the employees performing work covered by this Agreement. District Council 36 on behalf of Local Union 1399 has demanded and the Employer has recognized District Council 36 on behalf of Local Union 1399 as the majority representative of the employees performing work covered by this Agreement. It is also acknowledged that District Council 36 on behalf of Local Union 1399 has provided, or has offered to provide, evidence of its status as the majority representative of the Employer's employees. By this acknowledgment the parties intend to and are establishing a collective bargaining relationship under Section 9a of the National Labor Relations Act of 1947, as amended. The bargaining unit established by this Agreement is accepted by the parties as an appropriate unit for collective bargaining purposes.

1.3 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, Applied Films

Architectural Metals and Sealants: Aluminum, Steel, Iron, Brass, Copper, Stainless Steel, Plastics, Phenolic Resins, Composite Materials, Wood, Sheet Metal, Extruded Rolled or Fabricated Metals or any materials that replace the same, Rubber, Moldings, Mastics, Sash, Stone, Terra Cotta, Gaskets, Plastic Mirrors, Fascia Materials, Porcelain Panels, Cementitious 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, Building Integrated Photovoltaic (BIPV) and or integrated or incorporated dynamic glazing façade modules with premanufactured cable connections, 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, rain screen cladding, 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 aesthetic 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.

- 1.4 A shop or Employer's plant, for the purpose of this Agreement, shall be defined as any location of the Employer's work at the shop or plant where the Employer conducts any business covered by this Agreement including the existence of any inventory or where Employees regularly work or report in and out. A construction job site location for a specific job shall not be considered a principal place of business or a shop or a branch shop. To qualify as an Employer shop, the above conditions must be met.
- 1.5 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 this Agreement.
- 1.6 In the event the Employer creates another entity, including a sole proprietorship or partnership, joint venture or corporation, or if the Employer owns an interest in such entity, including stock ownership and such other entity performs work and hires Employees under the classifications of this Agreement, then such other entity shall be fully bound and liable for each term and condition of this Agreement to the same extent as though such entity is signatory to this Agreement.
- 1.7 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 part 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 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 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 through the courts.

The Contractor or the Employer party to this agreement, when engaged on work outside the geographical jurisdiction of the union party to this agreement, shall employ not less than fifty (50%) percent 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.

The Employer shall not be permitted to evade its obligations hereunder by setting up an additional “home” or “branch” office or plant in an area outside its principal place of business.

- 1.8 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.

All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances, and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board of Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) the affected employees covered by this agreement, including registered 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 Article only through arbitral, judicial, or governmental, for example the National Labor Relations Board channels.

If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or 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 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 II

Employer Rights

- 2.1 Management functions and the exercise thereof shall be unqualified and shall remain exclusively on the Employer and shall include, without limitation, all matters not covered by this Agreement, as well as the following, to the extent that the following are not limited or modified by the terms and conditions of this Agreement:
- (a) Except as limited in this Agreement, to hire, promote, assign to shifts, maintain efficiency, increase or decrease the work force, determine the number of Employees necessary to perform the work and discharge Employees for cause.
 - (b) To determine the type and nature of work to be performed, the location of work and the scheduling of such, the schedule of working hours and work days, and the methods, processes and means of manufacture.

ARTICLE III

Duration

- 3.1 This Agreement shall become effective August 1, 2023 and remain in effect until September 30, 2026 and from year to year thereafter with the provision that should either party desire to terminate this Agreement, or to modify any part thereof, he or she shall deliver to the other party, not less than sixty (60) days nor more than seventy-five (75) days prior to the end of said period, or the end of any subsequent yearly anniversary, a notice in writing that the party giving such notice desires to amend or modify the terms or provisions of this Agreement.

ARTICLE IV
Hours and Overtime

- 4.1 Eight (8) continuous hours, excluding a lunch break of not more than one (1) hour shall constitute a normal work day on Monday, Tuesday, Wednesday, Thursday and Friday, between the hours of 6:30 A.M. and 5:00 P.M. Earlier than normal starting times can be approved in advance by the Union.

 The Employer may change the hours of a normal workday on jobsite work only when required by circumstances outside the control of the Employer. When the hours are modified, the Employer will notify the Union in writing by fax or email twenty-four (24) hours in advance.

 The Employer, with advance notice to the Union, has the option to implement a ten (10) hour workday for four (4) consecutive days on specific job sites. If Friday is worked, then Friday will be paid all day at time and one half, (1 ½) for the first eight (8) hours. Any additional hours thereafter will be paid at the double-time rate. In the event time is missed due to events beyond the employer's control Monday through Thursday, Friday will be treated as a make-up day and paid at straight time. Any hours worked on Friday or Saturday in excess of forty (40) hours during that week will be paid at the normal overtime rate that applies. This option can only be implemented between Monday and Friday. In the event an employee takes time off for personal reasons, then he shall be paid time and one half for any time over forty (40) hours.

 In the event conditions or circumstances which are beyond the control of the Employer, prevents Employees from working on anyone of the regular Monday through Friday workdays, then Saturday may be scheduled as a make-up day at the Employee's regular straight time rate only for the following reasons: 1) rain days that disrupt the flow of the job; 2) delays in material shipments for a particular job. Make-up days are to be used on the next following Saturday only. The straight time rate, on Saturdays, shall apply for the Employee's first eight (8) hours of work or upon completion of forty (40) straight time hours of work for that week, whichever occurs first; one-and-one half (1 1/2) times the Employee's regular straight time rate of all hours worked thereafter. The scheduling of make-up days will be by mutual consent between the Employer and Employee.

 Imperial Valley Desert Area's Special Starting Time: The Union and Employer agree that due to the extreme summer heat, in excess of 100 degree Fahrenheit, the Imperial Valley Desert Areas will be allowed to begin and end the working day during daylight hours without special permission from the Union.

- 4.2 Overtime for the normal work day shall be paid for at the rate of time and one-half of the hourly wage scale as provided in Appendix A for the first two (2) hours of work in excess of eight (8) hours of work, except as noted in paragraph

4.1 and double-time of the same amount for all continuous hours of work after two (2) hours of overtime work, up to the Employee's regular starting time the following day.

4.3 Work performed on Saturdays shall be paid for at the rate of time and one-half of the hourly wage scale as provided in Appendix A for the first eight (8) hours worked between 6:30 A.M. and 4:30 P.M. and double time for all hours in excess of eight (8) continuous hours and after 4:30 P.M. All work on Sundays and holidays shall be paid at double time of the wage scale as provided in Appendix A. The starting time on Saturdays and Sundays shall not be earlier than 7:00 A.M. except in the case of an emergency. There shall be no pyramiding on overtime rates.

4.4 If the Employee, has to, after their regular shift, report back to work, he shall receive a minimum of two (2) hours at the one and one-half (1 1/2) overtime rate of pay. Saturday, Sunday and holiday emergency work shall be paid at the minimum of four (4) hours overtime rate of pay.

4.5 Any employee being discharged or laid off for any reason shall receive a minimum of eight (8) hours pay at the prevailing day rate. This shall not constitute an additional payment over the stipulated minimum.

4.6 Employees shall report to the shop or job site if not notified to the contrary at the end of work the previous day. When reporting they shall be paid a minimum of two (2) hours pay at the prevailing hourly rate, excluding when weather prevents the execution of work.

If work commences, the Employees will be paid a minimum of four (4) hours pay at the prevailing hourly rate.

New Employees being called to work on their first day will be paid a minimum of eight (8) hours pay at the prevailing hour rate, except when weather prevents the execution of work that day, in which case they will receive two (2) hours pay at the prevailing hourly rate.

4.7 In the event work is to be performed on Saturdays, Sundays or holidays, the employer must notify the Union by either fax or email. The notification shall include company name, date the work is to be performed, name of the employees, the number of hours to be worked, and job location.

4.8 The Union shall establish and maintain open, non-discriminatory, non-priority and non-mandatory lists of members of the union available for work. Employers must give the Union reasonable advance notice of at least twenty-four (24) hours to request workers. If the Union does not furnish the requested workers within one working day after such notice the Employer may obtain workers from any other

source. Employers must report to the Union any worker who is hired from another source by name, address, phone number and Social Security Number at the time of hire.

- 4.9.1 **Meal Period.** There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hour before and completed not later than one (1) hour after the mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period during hoisting or activities that require continuous work, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

If the individual Employer requires the Employee to perform any work included in this Agreement through his/her scheduled meal period, other than noted above, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Second (2nd) Meal Period. No Employee shall be required to work continuously for more than 10 hours per workday without the individual Employer providing the Employee with an uninterrupted second (2nd) thirty (30) minute meal period.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first (1st) meal period was taken and the Employee works not more than a total of 12 hours. Should any provision of the California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to abide by those changes.

All disputes concerning meal and/or rest periods or heal illness/cooldown are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding on both parties.

- 4.9.2 **Rest Periods.** As provided by the State of California Industrial Welfare Commission Order No. 16-2001 covering Construction operations, Employees are authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break shall be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Employees

shall coordinate the timing of each ten (10) minute rest break with their supervisors and fellow employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employers.

It is understood that the Employee will take his appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisors whenever they are unable to take their state-mandated rest period.

All disputes concerning meals, and/or rest periods or heat illness/cooldown are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

- 4.9.3 **Heat Illness and Recovery Period.** A heat illness preventative cool-down period shall be made available for employees working in high heat conditions to prevent heat illness in accordance with CAL OSHA requirements.

All disputes concerning meals and/or rest periods or heat illness/cooldown are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

ARTICLE V

Pay Conditions

- 5.1 An Employee covered by this Agreement shall be paid at least once a week, on an hourly basis and in accordance with the terms of this Agreement.
- 5.2 An Employee covered by this Agreement, when discharged, shall be notified no later than at the end of his or her normal work day and at that time be paid full for his or her services. In case of failure to comply with this Section, the Employee shall be paid for normal additional working hours while waiting, until he is paid in full.
- 5.3 (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 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 time sheets. In the event the results of such inspection or audit establish that the Employer has violated any wage payments, or Trust Fund contributions, or any term or conditions of this Agreement, the Employer shall be liable for the cost of such audit, including legal and accounting fees, if said violation is other than minor in nature.

ARTICLE VI

Piece Work, Rebates and Subcontracting

- 6.1 There shall be no piece work submitted by Employees covered by this Agreement, either inside or outside the shop. No Employer, no agent of the Union, nor an Employee covered by this Agreement, shall give or accept, directly or indirectly, any rebate of wages.
- 6.2 An Employer shall not subcontract any work covered by this Agreement to be done at the job site to any Journeyman owner who works with the tools of the trade and does not hire any Journeyman Glaziers on the work involved, or to any individual or firm who is not a party to a collective bargaining agreement with the Union. The Employer may subcontract to an individual or firm work that is agreed by the Union and Employer to be customarily done by other crafts.
- 6.3 No individual Employer shall, directly or indirectly, or by any subterfuge, sublet or contract with any Employee covered by this Agreement any or all of the labor services required by such Agreement of such Employer.
- 6.4 The Employer agrees 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, corporation or properly licensed entity signatory to an existing current labor agreement with the Union. This agreement will not limit the Employers ability to originate contracts for goods and 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 Union, there will be no subcontracting.
- 6.5 The Employer will notify the Union in writing of any work subcontracted from any non-signatory entity other than the general contractor.

ARTICLE VII

Wages

- 7.1 The hourly wage and benefit contributions are set forth in Appendix A of

this agreement.

The Employer agrees that should the Union decide to take part of the increases on the effective dates and allocate the increase(s) to either Health and Welfare benefits, or Pension benefits, the Union will notify the Employer in writing, no later than forty-five (45) days prior to the effective date of the Agreement or anniversary date of its decision to do so and the amount of such allocation(s).

The Union and Management agree that it will allocate the proper amounts of any wage or benefit increases to assure proper funding of the various trusts as required by the trustees.

- 7.2 Foreman's Pay. On jobs on which there are four (4) employees or more and which last a minimum of four (4) working days or more, one employee must draw foreman's pay of one dollar and fifty cents (\$1.50) per hour above the regular hourly rate. On jobs with ten (10) or more employees, one employee must draw foreman's pay of three dollars and fifty cents (\$3.50) per hour above their regular hourly rate.
- 7.3 Composite Crews. A member of Local 1399 working together with a member of another Brotherhood in a composite crew shall receive the rate of pay that is the higher of the two (2) total wage packages involved.
- 7.4 An employee doing work on the outside of the building from a swing stage or any suspended contrivance shall receive two dollars (\$2.00) premium per hour over the current rate of pay for the entire shift for hazard pay from the ground up.
- 7.5 An employee who is a certified welder will be paid two dollars (\$2.00) per hour above the hourly rate for the entire shift whenever he is performing any welding work.
- 7.6 Voluntary- Political Action Together PAT. A voluntary Political Action contribution of five (.05) cents for each hour worked shall be reported on the monthly health and welfare form (a column for the PAT has been designated) and will be forwarded on behalf of the members to the Local Union 1399 Employer Trust Fund Administrator prior to the twentieth day of each month (for the previous work month). Associated Third Party Administrators (ATPA), 4161 Home Ave., 2nd Floor, San Diego, CA 92105, in turn, will forward the Political Action Together (PAT) to the Combined National Fund, P.O. Box 79128, Baltimore MD 21279-0128. The Union will be responsible for providing signed authorization forms.

Employers, party to this Agreement, hereby agree to honor authorization for check-off of political contributions from all employees who are Union

members in the following form:

VOLUNTARY-POLITICAL ACTION TOGETHER (PAT)

Employers' signatory to this Agreement hereby agrees to honor authorizations for check-off of political contributions from employees who are union members, in the following form (See Authorization below). This money shall be reported on the monthly health and welfare form (column for the PAT has been designated) and monies will be paid directly to the Local Union 1399 Employer Trust Fund Administrator prior to the twentieth day of each month (for the previous work month) Associated Third Party Administrators, 4161 Home Ave., 2nd Floor, San Diego, CA 92105, who in turn will forward the Political Action Contributions (PAC) to the Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128.

AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL ACTION TOGETHER I hereby authorize and direct my employer to deduct from my 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 Union of Painters and Allied Trades. I further authorize and direct the Employer to send the "Combined National Fund" (through the Local Union 1399 Employer Trust Fund Administrator) on or before the 20th day of each month, the contributions and report on contributions due for the previous month. Checks shall be made payable to "Combined National Fund" and mailed to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128.

The authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that PAT-PC and AFL-CIO COPE are engages in joint fund raising and use the money they received for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union for doing so.

The authorization shall remain in full force and effect until revoked in writing by me.

NAME_____

SIGNATURE_____

SOCIAL SECURITY NUMBER_____

Authorized by International Union of Painters and Allied Trades and the AFL-CIO on behalf of PAT-PC and AFL-CIO COPE.

Contributions or gifts to PAT-PC are not deductible as charitable contributions for federal income tax purposes.

ARTICLE VIII
Travel Time Pay

- 8.1 An Employee who is not using a company vehicle must report to the job and return to his residence without compensation for traveling expense or traveling time for travel to any job within seventy five (75) lineal miles of the Employer's shop. If the Employer has no shop as defined in Article 1.6, then mileage will be measured from First and Broadway, San Diego California. All mileage will be computed as miles on the shortest and most direct road, street or highway beyond this area; an Employee will be compensated for traveling time and will be paid traveling expense at the prevailing IRS rate per mile, subject to notification by the Union. Both travel time and travel expenses are to be computed from the end of said seventy five (75) mile limit.
- 8.2 Travel time to be paid for at straight time.
- 8.3 In the event an Employee is required to travel in his own vehicle from one job site to another, he or she shall be paid travel expense for such travel.

ARTICLE IX
Out of Town Expenses

- 9.1 On all out of town work, when an Employee is required to stay overnight, transportation and living expenses shall be paid for by the Employer, with a minimum of eighty-five dollars (\$85.00) to each Employee for each day to cover three (3) meals and lodging. In the event a round trip is required by Employer in one day, the Employee shall be paid continuous time.

ARTICLE X
Work Conditions, Tools

- 10.1 It is the intent of the individual Employer that, in the event of slackness of work, the Employer will rotate employment among his respective Employees (including Apprentices) doing the same type of work insofar as this may be practicable.
- 10.2 The following schedule shall govern the minimum number of men required on the installation of plate glass and shall apply to all work of such nature that is

done in the territorial jurisdiction of the Union.

Work shall not begin until these minimums are complied with:

Sizes up to and including 108 united inches - 1 Glaziers
108 up to and including 165 united inches -2 Glaziers
165 up to and including 205 united inches -3 Glaziers
205 up to and including 240 united inches -4 Glaziers
240 up to and including 280 united inches -5 Glaziers
280 up to and including 300 united inches -6 Glaziers
300 up to and including 315 united inches -7 Glaziers
315 united inches and over - 8 Glaziers

The above schedule may be modified when using mechanical equipment to set glass in its final resting place.

10.3 The above minimums are for one-fourth (1/4) inch thick glass. For three-eighths (3/8) inch thick glass, twenty-five percent (25%) more workers will be required than specified above. For insulated glass, a minimum of 50% more workers will be required than specified above. Provided, however, that where the Employer provides mechanical or hydraulic means or equipment to lift 3/8" or 1/2" glass, then no additional workers over and above the requirement specified for one-fourth (1/4) inch thick glass will be used.

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

10.5 The Employer shall identify all his trucks 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.

The Union may invoke Article XIV, Section 14, of this Agreement if the Employer fails to comply with this Section.

10.6 The Employer will provide all power tools including power drills, power saw, hole saw, drill bits, counter sink, hack saw blades, suction cups, pop rivet guns, vinyl rollers, zipper tools and any other special tools required for the installation of glass and metal products, extension cords and hard hats and all safety related equipment required by CAL.O.S.H.A., including all other tools and equipment as per Article 18.3. All Employer-owned power tools will be marked with Employer's name or logo.

10.7 When Employees are reporting to a job site in their private vehicles, they

will carry only the following Employer equipment: drill bits, hole saws, counter sinks, rotary files, hack saw blades, levels, extension cords, drill motor, pop rivet gun, caulking gun, vinyl roller, zipper tool, hard hat, glass handling gloves, one-hand suction cup and other special hand tools required for that job.

- 10.8 The employer has the explicit right to have the tools, required to be provided by the employer, returned at the time of discharge of an employee. By mutual agreement with the employee, the employer may deduct the replacement cost of the tools from the last paycheck, provided the employer has a record of which tools have been provided to the employee to be discharged.

ARTICLE XI

Union Membership

- 11.1 It shall be a condition of employment that all Glaziers and Apprentices of the Employers covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement shall, on the eighth (8th) working day following the effective date of this Agreement, become and remain members in good standing of the Union.

- 11.2 The Union agrees to accept the above Employees into membership providing they qualify under the prevailing rules and regulations. The Union will notify the Employer in writing of any reason the Employee does not qualify for membership.

- 11.3 Work Referral: No employee shall commence work for any employer until they first secure a work referral from District Council 36 or its designated Local Union affiliate. The Employer agrees not to place any employee to work until said employee presents or the employer receives by fax a work referral from the District Council 36 or its designated Local Union affiliates.

Employees shall be required to obtain a new job referral upon rehire but no less than semiannually during the months of January and July from the appropriate Local Union and/or District Council 36.

- 11.4 Effective October 1, 2017 the Employer agrees to deduct Union dues each pay period from the pay check of each Union Employee. The amount deducted shall be a percentage of the weekly gross wage for the period as described in Appendix A of this Agreement. The percentage to be deducted shall be submitted to the Employer by the Union not less than ten (10) days prior to the first deduction required to be made hereunder. The percentage so designated shall not thereafter be changed except upon ten (10) days prior notification by the Union. On or before the fifteenth (15th) day of each calendar month, the Employer shall remit all sums deducted under this Section during the prior

calendar month to the Union. Each Employee must sign an approved authorization form approved by the Employer and Union, permitting the deductions provided for in this Agreement.

11.5 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.

11.6 A Journeyman Employer is a member of the Union, signatory to the working agreement as an Employer, and who hires Employees pursuant to the working agreement. A Journeyman Owner is a member of the Union who works with the tools in the work and area jurisdiction of the Local Union and who does not hire Employees to perform such work. Any Journeyman Owner who hires Employees to perform Glazier's work must become a Journeyman Employer and observe the current agreement according to its term. In companies where there are multiple Journeyman Employers, only one (1) Journeyman Employer may work at the trade. Additional Journeyman Employers may work at the trade only when their firm steadily employs ten (10) Journeymen for each Journeyman Employer.

ARTICLE XII

Glazier Apprentices

12.1 The Apprenticeship shall be governed by the requirements of the Division of Apprenticeship Standards, State Department of Industrial Relations, and shall be administered by a Joint Apprenticeship Committee.

12.2 Apprentices shall be paid according to the rates set forth in Appendix A.

12.3 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.

12.4 Ratio of Apprentices to Journeymen

A qualified Employer may employ one apprentice when at least two (2) journeymen are regularly employed, and one (1) additional apprentice for each four (4) additional journeyman steadily employed. On a two-man jobsite, one (1) journeyman may work with one (1) apprentice; on a four (4) to seven (7) man

jobsite, two (2) apprentices may be utilized, provided on (1) of the apprentices is past the fourth period.

ARTICLE XIII
No Strike or Lockout

- 13.1 During the life of this Agreement, there shall be no stoppage of work, strike or lockouts, except as specifically permitted by Article XIV, 14.14. It will not be considered a violation of this Section of the Agreement if Members voluntarily, by their own individual actions, cease work due to legal strike conditions in other Building Trades and Crafts of the AFL-CIO, which has been legally sanctioned by the San Diego County Building and Construction Trades Council or by similar bodies having jurisdiction.
- 13.2 Any and all disputes or grievances shall be handled as set forth in Article XIV.
- 13.3 It is understood that Article XXI, 21.3, and Article XXII, 22.1 of this Agreement allow the Union to take economic action or the withholding of services, or strike action in order to enforce any portion of Article XXI and Article XXII, and it shall not be considered a violation of this Article to enforce any portion of Article XXI and Article XXII.

ARTICLE XIV
Grievance Procedure

- 14.1 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 and term or condition of this Agreement.
- 14.2 The Union or the Employer may file a grievance with each other.
- 14.3 An attempt shall be made by the duly designated representative of the Employer and the duly designated representative of the Union to adjust the grievances. The representatives shall meet the same day, if possible, and in any event within twenty-four (24) hours of the submission of such grievance and endeavor to reach a speedy adjustment. In the event that after such a meeting, either representative believes that settlement cannot be reached between them, either representative may refer the matter to the Labor-Management Committee.
- 14.4 A standing Labor-Management Committee shall be established to hear and attempt to resolve all grievances referred to it. The Committee shall consist of four (4) members. Two (2) committee members and one (1) alternate shall be

selected by the Employer, none of which will be the grievance-involved Employer's representative. Two (2) committee members and one (1) alternate shall be selected by the Union, none of which will be the Business Manager, a member involved in the grievance or an Employee of the Employer involved in the grievance.

A quorum of one (1) management and one (1) Union committee members is necessary to hold a Labor-Management Committee grievance hearing. In the event one party fails to produce a quorum, that party will forfeit the grievance. The management members shall have one (1) vote and the Union members shall have one (1) vote.

- 14.5 The Labor-Management Committee shall review and render a decision on all grievances submitted to it within ten (10) days of such submission. The Employer involved may be represented by any management personnel desired. The Union will be represented by the Business Representative and/or any Union members involved. Either of the adversaries may produce whatever evidence or witnesses they deem necessary. The decisions of the Labor-Management Committee will be final and binding on the Union and its members and the Employer involved.
- 14.6 In the event the Labor-Management Committee is unable to reach a decision, the Labor-Management Committee shall report that fact to the Employer and the Union
- 14.7 The Employer or Union may then submit the grievance to arbitration by written demand on the other party served within five (5) days after being notified by the Labor-Management Committee that they cannot reach a decision.
- 14.8 The Union and the Employer shall endeavor to select a third party as an impartial arbitrator. If they fail to agree on an impartial arbitrator within three (3) days, they shall request the Regional Director of the Federal Mediation and Conciliation Service to submit a list of nine (9) persons qualified to act as an impartial arbitrator. Within five (5) days after having received the list, the Employer and the Union will select an arbitrator. The selection will be accomplished by each representative striking four (4) names from the list. The two (2) representatives shall determine by lot who shall eliminate the first name from the list and thereafter each shall alternately eliminate a name until only one (1) name remains. The ninth or remaining name shall be accepted as the arbitrator.
- 14.9 The arbitrator shall hold a hearing as soon as practical, and following conclusion of the hearing, shall issue a decision which shall be final and binding on the Union, the Employer and the Employee involved in the grievance. The arbitrator shall issue his or her decision within fifteen (15) days after the

conclusion of the hearing.

- 14.10 If the decision involves a matter in which a member has lost pay by reason of Employer action, and the decision is in favor of the Employee and against the Employer, it shall be within the discretion of the arbitrator to award all, any part of or none of the pay so lost by the Employee. If the decision involves reinstatement of employment in any manner, it shall take effect immediately.
- 14.11 The arbitrator shall have no authority to modify, amend, change, revise, add to or remove any terms or conditions of this Agreement.
- 14.12 The fee of the arbitrator and all necessary expenses shall be borne by the loser of the grievance. The cost of a stenographer shall be borne by the requesting party unless otherwise agreed upon.
- 14.13 Nothing contained in this Article shall preclude an Employee from filing a claim for wages or fringes with the California Division of Labor Standards Enforcement, provided that when the Employee obtains a final determination of the merits of the claim, the Employee or the Union may not file a grievance on behalf of such Employee for that claim.
- 14.14 In the event of a failure by an Employer to comply with any award or decision of the Labor-Management Committee or an impartial arbitrator, or in the event the Employer fails to pay any wages or fringe benefits as required by this Agreement, including contributions to all Trust Funds, then the Union need not proceed through the grievance and arbitration procedures set forth in the 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 the Agreement by the Employer regarding the failure to pay wages, fringe benefits or the comply with a decision and award of the Labor-Management Committee or an impartial arbitrator. In such case, the Union, before resorting to any economic action, will give the Employer two (2) working days written notice by wire or registered letter with "Return Receipt Requested" of its intention to take such economic action. For the purpose of this section, the term "Wages" and "Fringe Benefits" shall apply to all terms and conditions set forth in this Agreement that are Employer cost items within the definitions 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 description.
- 14.15 The claims noted in section 14 or any claims regarding wages, hours, overtime, rest and meal periods, employee classification or any other employment related claims, or penalties for said claims shall be resolved exclusively through the procedures set forth in Article XIV of this Agreement, and

shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner: all claims arising under the Fair Labor Standard Act, the California Labor Code and the Industrial Welfare Commission Wage Order 16.

It is mutually agreed that this Agreement prohibits any and all violations of the sections of California Labor Code that are listed in section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through the procedures set forth in this Article XIV and shall be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the arbitrators to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

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

Statutory claims described above brought by the Union shall be initiated by written notice within the contractual limitations period and shall be resolved through the process set forth in this Article XIV. Statutory claims described herein brought by an individual employee shall be initiated by written notice within the statutory limitations period delivered to the employer with copies provided to the Union and the Employer, and shall be resolved through the process set forth in this Article. In the latter case, the Union and Employer shall provide the employee and employer with the panel of impartial arbitrators' contact information upon request. Once a grievance is filed by an individual employee, the Union, the aggrieved employee, and the Employer shall meet within (10) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration with the impartial arbitrator selected by the aggrieved employee and the Employer using alternative striking method. In such case, the Union shall be permitted to intervene in the proceeding, appear at the arbitration, and present its position as to the proper interpretation of Agreement, if relevant.

The impartial arbitrator shall have the authority to consolidate individual statutory claims for hearing under this Section Fourteen of this article but shall not have the authority to fashion a proceeding as a class, collective or representative action, except with respect to PAGA claims as provided in this section, or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If a court of competent jurisdiction finds any term or clause in this Article XIV to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this Article valid and enforceable so as to preserve the Article and the Parties' intent to the fullest possible extent.

This Article applies to any representative PAGA claims, class, and/or individual claims that arise or are pending during the term of the parties current agreement, regardless of when they were filed with any court or administrative agency.

ARTICLE XV **Union Representatives**

- 15.1 A shop Steward shall be a working Employee appointed by the Union, and who shall have reasonable time during working hours to perform such necessary Union duties as cannot be performed at other times, said duties to be performed as expeditiously as possible. The Union shall notify the individual Employer of the appointment of each Steward and the individual Employer, before laying off or discharging a Steward, shall notify the Union of his or her intention to do so at least twenty-four (24) hours in advance. In no event shall an individual Employer discriminate against a Steward and lay him or her off or discharge him or her for proper performance of his or her Union duties. On all outside installation jobs, the leadman shall automatically be temporary Steward on the job, unless a change is made by the Business Manager or the office of the Union.
- 15.2 An authorized representative of the Union shall be allowed to visit a shop or shops and on jobs of the individual Employer to perform his or her regular duties. It shall not be the intention of the Union representatives to interfere with or slow down any work operation.

ARTICLE XVI **Union Label**

- 16.1 It is hereby agreed that the Union Label, as furnished by the Union, may be

placed on all work performed by members of the Union, and such Union Label shall be the Custody of the shop Steward. Such work to carry said Label shall be subject to mutual agreement between the individual Employer and the Union.

ARTICLE XVII
Employer Qualification

- 17.1 The Employer shall carry required Federal, State, County and City licenses or permits or certificates necessary for the legal operation of the Employers 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 the Employers business, meet all the requirements of the laws, ordinances and rules and regulations of the Federal, State, County and City Governments. The Employer further agrees to have all operating equipment and ladders checked according to the State Safety Regulations every six (6) months.

ARTICLE XVIII
Safety - Disability - Industrial Injuries

- 18.1 If an Employee suffers an industrial injury during the work day while employed by the individual Employer, he or she shall be compensated for the full day even though he or she may have to leave work to visit a doctor. Furthermore, such Employees shall be compensated by the individual Employer for time lost on not more than two (2) additional visits to the doctor, provided that the Employee in question is still working for the same individual Employer at the time of the two (2) additional visits to the doctor, and provided further that the individual Employer shall schedule the time of the two (2) additional visits to the doctor.
- 18.2 The employer shall not discharge or discriminate against any Employee under this Agreement because of any industrial injury incurred during employment, as long as no disability exists, or based on an Employee filing of a claim for Workers Compensation Benefits.
- 18.3 Any special equipment or clothing that is required by the Employer, Federal or State safety regulations, to be used by the Employee in the performance of his or her 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.
- 18.4 The Employer shall at all times provide safe tools, materials and equipment and safe working conditions where the Employer has control. If at any

time, in the opinion of the Employee, Union Steward or Business Manager, there exists imminent danger in reference to such tools, material and 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 representative. The Union, or its authorized representative, or the Employee, shall immediately notify the Employer for the above reasons. No Employee shall be dismissed or otherwise disciplined for refusal to work with unsafe tools, materials or equipment or under working conditions where imminent danger exists.

- 18.5 An Employee is subject to termination for failure to follow and comply with reasonable safety orders or regulations promulgated by the Employer, California Occupational Safety and Health Agency (O.S.H.A.) and any other governmental agency.
- 18.6 An Employee is subject to drug testing for illegal drugs, as required by the Employer or the Employer's Contract with a General Contractor.

ARTICLE XIX
General Conditions

- 19.1 When an Employee is required by the performance of his or her duties to incur parking expenses because no free parking is provided in the immediate vicinity of a jobsite, the Employer shall pay for such reasonable parking expense incurred, provided the Employee submits a parking check stub establishing the actual cost of parking. Carpooling is to be utilized as much as possible.
- 19.2 Neither party will discriminate as defined by law against any person with regard to employment or Union membership because of race, religion, color, sex, age, national origin, status as a veteran and/or disabled veterans 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 an apprenticeship, layoff or termination and application for admission to Union membership.
- 19.3 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.
- 19.4 Any Employee who terminates to join the Armed Forces of the United States shall be granted leave of absence in accordance with the laws of the

United States Government governing same.

ARTICLE XX
Vacations and Holidays

20.1 All Employees shall be permitted to take up to three (3) weeks (15 working days) vacation with the mutual consent of the Employer and Employee.

20.2 HOLIDAYS: Effective October 1, 2017 all Employees covered by this Agreement will receive eleven (11) recognized holidays. Such holidays are New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas, and Day before New Year's Day.

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

On the holiday 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 Day, so such change will result in a four (4) day holiday period, including weekends (Friday through Monday).

20.3 The Employers and the Union agree to establish the San Diego Glaziers Vacation Fund.

20.4 The Employer shall make contributions in the amount designated in Appendix A (Current Wage and Benefit Schedule) of this Agreement for Employees covered by this Agreement for each hour worked for to the San Diego Glaziers Vacation Fund.

20.5 Vacation benefits shall be distributed in accordance with the rules and policies established under the San Diego Area Glaziers Vacation Fund. The Vacation Fund will cover the Paid Sick Leave requirements for all Paid Sick Leave programs not exempt under Article 20.6.

20.6 The parties hereto agree to the fullest extent permitted, the Labor Agreement shall operate to waive any and all provisions of the Healthy Workplace Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Labor Agreement.

ARTICLE XXI
Health and Welfare

- 21.1 Starting October 1, 2023, each individual Employer agrees to make contributions in the amount set forth in Appendix A, including overtime and traveling time, to provide the basic health and welfare benefits by the Glaziers, Architectural Metal and Glassworkers Local Union 1399 Health and Welfare Trust.
- 21.2 Contributions to the Glaziers, Architectural Metal and Glassworkers Health and Welfare Trust must be made in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust.
- 21.3 Enforcement by Trust Funds. In addition to any procedures and remedies plus liquidated damages and interest for default in payments set forth in said Trust Funds, the Trustees thereof, in the event payments have not been received in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust, may sue said Employer for one or more of the following: an accounting, injunction, recovery of the delinquent Payments, reasonable attorney's fees, which Employer hereby agrees to pay, costs of suit and any other relief that maybe appropriate under the circumstances. In addition, Article XIII, Section 13.3 will apply.
- 21.4 Liquidated Damages. Liquidated damages in a sum determined by the Trustees shall be levied against the Employer delinquent in contributions to the Trust Funds as per the requirements of the Trust Agreement. All such payments are in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust.

ARTICLE XXII
Pension

- 22.1 On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties of this Agreement have elected the "Alternate Schedule 2" and adopt the following required increases to the hourly pension fund contributions.
- Effective October 1, 2023, there shall be an increase of forty cents (\$0.40) per hour, which brings the pension contribution total to ten dollars and twenty-four cents (\$10.24) per hour for all Journeyman glaziers covered by this Agreement for all hours worked for to the International Industry Pension Fund to

meet the "Alternate Schedule 2" requirements.

Effective October 1, 2024, there shall be an increase of sixty-seven cents (\$0.67) per hour, which brings the pension contributions total to ten dollars and ninety-one cents (\$10.91) per hour for all Journeyman glaziers covered by this Agreement for all hours worked for to the International Industry Pension Fund to meet the "Alternate Schedule 2" requirements by December 31, 2024. The Apprentice contribution shall be in accordance with Schedule A.

This contribution shall be covered by the currently negotiated pay package increase. Union and/or management has the option of addressing any changes during the duration of this contract.

ARTICLE XXIII
Labor-Management Cooperation Committee ("LMCC")

- 23.1 The Employer agrees to make contributions in the amounts set forth in Appendix A for all Journeyman and Apprentice glaziers covered by this Agreement for all hours worked.

ARTICLE XXIV
Worker's Compensation- Alternative Dispute Resolution

- 24.1 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 use by any Employer working in the State of CA who is (1) Signatory to a collective bargaining agreement with District Council #36 and who (2) signs a Memorandum of Understanding agreeing to be bound by the terms and conditions of said ADR Agreement.

ARTICLE XXV
Existing Other Agreement

- 25.1 In the event that the Union enters into any contract or renewal or modification of any contract with any other Employer or Employers in the glass industry in the territorial jurisdiction of the Union more favorable to such other Employer or Employers than the terms and conditions herein set forth, any Employer shall be entitled to and shall have full benefit of any and all such more favorable terms and conditions. The Union is required to immediately notify all employers of any more favorable terms or conditions.

ARTICLE XXVI
Legal Disclaimer

- 26.1 If any part or section of this Agreement is in violation of a local, state or federal law, then that portion only will be deleted from this Agreement.

Article XXVII
Drug and Safety Program

- 27.1 Joint Committee of Management and Labor will be formed to schedule the implementation of this program. The funding and administration to be the main topics.

The Union and Management shall implement and keep in effect during the life of this agreement a safety and drug testing program. The intent of this program is to provide a fully trained and safe work force to the signatory employers. This program shall include all active Union Members.

Journeyman Glaziers shall take all classes in Health and Safety as required. Journeymen will be required to maintain certifications in the items below.

The program shall include the following items as a minimum and may be amended by the committee from time to time to meet the requirement of the industry.

1. Boom, Scissor, Reach Lift Training
2. Scaffold user training
3. Scaffold Competent Person Training
4. OSHA 10 Hour Class
5. OSHA 30 Hour
6. First Aid Training

7. CPR training
8. Fall Protection training
9. Hoisting and Rigging
10. Drug and Alcohol awareness training to include medical and recreational Marijuana use.

Article XXVIII
Star Program

28.1 The Safety Training Awards Recognition Program (STAR) shall be maintained for the purpose of providing a fully trained and safe work force for the glazing industry. Individual participation by journeyman and apprentices shall require a minimum of sixteen (16) hours per year of supplemental safety instruction or otherwise met all other STAR contractually required certification. This program shall include all active journeyman and apprentice employees of Local Union 1399.

The program shall include the following items as a minimum and may be amended from time to time to meet the requirements of the industry.

1. Boom, Scissor, Reach Lift Training
2. Scaffold user training
3. Scaffold Competent Person Training
4. OSHA 10 Hour Class
5. OSHA 30 Hour
6. First Aid Training
7. CPR training
8. Fall Protection training
9. Hoisting and Rigging
10. Drug and Alcohol awareness training to include medical and recreational Marijuana use.

**SAN DIEGO AREA
GLAZIERS & ARCHITECTURAL METAL
LABOR AGREEMENT
AUGUST 1, 2023 THROUGH SEPTEMBER 30, 2026**

FOR THE UNION:

Painters and Allied Trades District Council 36

Signature/Title

Date

FOR THE EMPLOYER:

Print Name

Title

Signature

Date

Company Name: _____

Address: _____

City, State and Zip Code: _____

Email: _____

Area Code and Telephone: _____

Worker's Compensation Insurance Number _____

State Contractor's License Number _____

Federal Employer Identification Number _____

State Employer Identification _____

San Diego Area Glaziers & Architectural Metal Appendix A

Effective October 1, 2023 through September 30, 2024

Classifications			Wage* ^A	Vacation	IUPAT	H&W	Apprenticeship	LMCC	Total Package	DUES CHECK-OFF	^B IUPAT ADMIN. DUES
							Training				
Journeyman			\$50.40	\$4.40	\$10.24	\$6.03	\$0.74	\$0.40	\$72.21	\$1.97	\$0.10
Apprentice - 1st Period	40%		\$20.16	\$1.76	\$2.83	\$6.03	\$0.74	\$0.40	\$31.92	\$0.79	\$0.10
Apprentice - 2nd Period	45%		\$22.68	\$1.98	\$3.29	\$6.03	\$0.74	\$0.40	\$35.12	\$0.89	\$0.10
Apprentice - 3rd Period	50%		\$25.20	\$2.20	\$3.92	\$6.03	\$0.74	\$0.40	\$38.49	\$0.99	\$0.10
Apprentice - 4th Period	55%		\$27.72	\$2.42	\$4.49	\$6.03	\$0.74	\$0.40	\$41.80	\$1.09	\$0.10
Apprentice - 5th Period	60%		\$30.24	\$2.64	\$5.08	\$6.03	\$0.74	\$0.40	\$45.13	\$1.18	\$0.10
Apprentice - 6th Period	65%		\$32.76	\$2.86	\$5.68	\$6.03	\$0.74	\$0.40	\$48.47	\$1.28	\$0.10
Apprentice - 7th Period	75%		\$37.80	\$3.30	\$6.54	\$6.03	\$0.74	\$0.40	\$54.81	\$1.48	\$0.10
Apprentice - 8th Period	85%		\$42.84	\$3.74	\$7.39	\$6.03	\$0.74	\$0.40	\$61.14	\$1.68	\$0.10
Apprentice - 9th Period	90%		\$45.36	\$3.96	\$8.10	\$6.03	\$0.74	\$0.40	\$64.59	\$1.78	\$0.10

Wages: two dollars and fifty cents (\$2.50) per hour increase

Vacation: twenty-five cents (\$0.25) per hour increase

IUPAT Pension: forty cents (\$0.40) per hour increase

Apprenticeship: five cents (\$0.05) per hour increase

LMCC: five cents (\$0.05) per hour increase

^{*}Working dues is three point six percent (3.6%) of the gross taxable wages for each hour worked for including vacation pay and is deducted from members wages.

^{*}Vacation is taxable and must be added to the basic wage rate to establish the gross taxable wages and forwarded to the trust via monthly reporting forms.

^AFive cents (\$0.05) from wage is a PAT contribution.

^BIUPAT Administrative Dues – deducted from members wages.

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Classifications			Wage* ^A	Vacation	IUPAT	H&W	Apprenticeship	LMCC	Total Package	DUES CHECK-OFF	^B IUPAT ADMIN. DUES
							Training				
Journeyman			\$52.90	\$4.40	\$10.91	\$6.03	\$0.82	\$0.40	\$75.46	\$2.06	\$0.10
Apprentice - 1st Period	40%		\$21.16	\$1.76	\$3.10	\$6.03	\$0.82	\$0.40	\$33.27	\$0.83	\$0.10
Apprentice - 2nd Period	45%		\$23.81	\$1.98	\$3.59	\$6.03	\$0.82	\$0.40	\$36.63	\$0.93	\$0.10
Apprentice - 3rd Period	50%		\$26.45	\$2.20	\$4.26	\$6.03	\$0.82	\$0.40	\$40.16	\$1.03	\$0.10
Apprentice - 4th Period	55%		\$29.10	\$2.42	\$4.86	\$6.03	\$0.82	\$0.40	\$43.63	\$1.13	\$0.10
Apprentice - 5th Period	60%		\$31.74	\$2.64	\$5.48	\$6.03	\$0.82	\$0.40	\$47.11	\$1.24	\$0.10
Apprentice - 6th Period	65%		\$34.39	\$2.86	\$6.12	\$6.03	\$0.82	\$0.40	\$50.62	\$1.34	\$0.10
Apprentice - 7th Period	75%		\$39.68	\$3.30	\$7.04	\$6.03	\$0.82	\$0.40	\$57.27	\$1.55	\$0.10
Apprentice - 8th Period	85%		\$44.97	\$3.74	\$7.96	\$6.03	\$0.82	\$0.40	\$63.92	\$1.75	\$0.10
Apprentice - 9th Period	90%		\$47.61	\$3.96	\$8.70	\$6.03	\$0.82	\$0.40	\$67.52	\$1.86	\$0.10

Wages: two dollars and fifty cents (\$2.50) per hour increase
IUPAT Pension: sixty-seven cents (\$0.67) per hour increase
Apprenticeship: eight cents (\$0.08) per hour increase

^{*}Working dues is three point six percent (3.6%) of the gross taxable wages for each hour worked for including vacation pay and is deducted from members wages.

^{*}Vacation is taxable and must be added to the basic wage rate to establish the gross taxable wages and forwarded to the trust via monthly reporting forms.

^AFive cents (\$0.05) from wage is a PAT contribution.

^BIUPAT Administrative Dues – deducted from members wages.

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Classifications			Wage* ^A	Vacation	IUPAT	H&W	Apprenticeship	LMCC	Total Package	DUES CHECK-OFF	^B IUPAT ADMIN. DUES
							Training				
Journeyman			\$55.40	\$4.90	\$10.91	\$6.03	\$1.02	\$0.45	\$78.71	\$2.17	\$0.10
Apprentice - 1st Period	40%		\$22.16	\$1.96	\$3.10	\$6.03	\$1.02	\$0.45	\$34.72	\$0.87	\$0.10
Apprentice - 2nd Period	45%		\$24.93	\$2.21	\$3.59	\$6.03	\$1.02	\$0.45	\$38.23	\$0.98	\$0.10
Apprentice - 3rd Period	50%		\$27.70	\$2.45	\$4.26	\$6.03	\$1.02	\$0.45	\$41.91	\$1.09	\$0.10
Apprentice - 4th Period	55%		\$30.47	\$2.70	\$4.86	\$6.03	\$1.02	\$0.45	\$45.53	\$1.19	\$0.10
Apprentice - 5th Period	60%		\$33.24	\$2.94	\$5.48	\$6.03	\$1.02	\$0.45	\$49.16	\$1.30	\$0.10
Apprentice - 6th Period	65%		\$36.01	\$3.19	\$6.12	\$6.03	\$1.02	\$0.45	\$52.82	\$1.41	\$0.10
Apprentice - 7th Period	75%		\$41.55	\$3.68	\$7.04	\$6.03	\$1.02	\$0.45	\$59.77	\$1.63	\$0.10
Apprentice - 8th Period	85%		\$47.09	\$4.17	\$7.96	\$6.03	\$1.02	\$0.45	\$66.72	\$1.85	\$0.10
Apprentice - 9th Period	90%		\$49.86	\$4.41	\$8.70	\$6.03	\$1.02	\$0.45	\$70.47	\$1.95	\$0.10

Wages: two dollars and fifty cents (\$2.50) per hour increase

Vacation: fifty cents (\$0.50) per hour increase

Apprenticeship: twenty cents (\$0.20) per hour increase

LMCC: five cents (\$0.05) per hour increase

^{*}Working dues is three point six percent (3.6%) of the gross taxable wages for each hour worked for including vacation pay and is deducted from members wages.

^{*}Vacation is taxable and must be added to the basic wage rate to establish the gross taxable wages and forwarded to the trust via monthly reporting forms.

^AFive cents (\$0.05) from wage is a PAT contribution.

^BIUPAT Administrative Dues – deducted from members wages.