



NORTHERN CALIFORNIA PRODUCTION GLAZIERS MASTER AGREEMENT

BETWEEN

DISTRICT COUNCIL 16

&

NORTHERN CALIFORNIA GLASS
MANAGEMENT ASSOCIATION

October 1, ~~2019-2023~~ - September 30, ~~2023~~2027

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This Agreement, made and entered into the first day of October 2019-2023 by and between District Council 16 of the International Union of Painters and Allied Trades AFL-CIO, Glaziers, Architectural Metal and Glass Workers Local 169 of San Leandro, Local 294 of Fresno, Local 718 of San Francisco, Local 767 of Sacramento and Local 1621 of San Jose, hereinafter referred to as the "Union" acting as the exclusive collective bargaining representative of employee members of said Union or who hereinafter become members thereof and the Northern California Glass Management Association acting as the exclusive bargaining representative of employer members of said association or who hereinafter become members thereof and other associations of employers and individual employers who are signatory to this Agreement or any copy thereof and are regularly engaged in the architectural metal and glass business all hereinafter referred to as the "Employer", "Employers" or "Individual Employer".

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ARTICLE 1
EQUAL OPPORTUNITY

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There shall be no discrimination ~~by the Employer, any Individual Employer or the Union against any employee or applicant for hiring and/or promotion and/or any other aspects of employment by reason~~ because of disability, age, sex (including gender identity), race, creed, color, or national origin, veteran status, medical condition, genetic information, marital status, sexual orientation, ~~or pregnancy, or any other classification or status protected by state or federal law. It is also illegal to retaliate against a person because they complained about discrimination or harassment, filed a charge of discrimination or harassment, or participated in an employment discrimination or harassment investigation or lawsuit.~~ It is the intent of the parties to comply with all state, federal and local laws regarding no discrimination or harassment in the workplace.

ARTICLE 2
EMPLOYER'S QUALIFICATIONS

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The Employer shall carry Worker's Compensation Insurance and shall comply with all Federal, State and Municipal laws pertaining to the glazing industry and all health and safety regulations and rules of the Federal, State and Municipal Departments, Commissions and Health Officers, including rules and regulations of the Worker's Compensation Appeals Board.

ARTICLE 3
RECOGNITION AND UNION SECURITY

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Section A. Bargaining Agent

Each individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

Section B. Union Membership

It shall be a condition of employment that all employees of the individual Employer covered by this Agreement who are members of the Union in good standing, on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement, become and

remain members in good standing in the Union.

Section C. Work Assignment

This Agreement shall cover persons engaged in work described and defined in this Agreement. Work defined and described in this Agreement shall be assigned by the Employer to the proper classification of employee (as determined by the ~~Union~~ job classification) covered under this Agreement. It is further agreed that an employee of a higher classification may perform the work of any lower classification but must retain his/hers/heir original wage rate unless reclassified as provided for in Article 9, Section D.

Section D. 48 Hour Notice

The Employer will discharge any employee within forty-eight (48) hours of written notice from the Union that an employee has failed to comply with the provisions of this Agreement. In the event the Employer fails to comply with the provisions of this Article, ~~any economic action taken will not be considered a violation of this Agreement~~ Article 1919 Grievance and Arbitration may be enacted.

1. The Union hereby holds the Employer harmless from any and all claims, demands, suits or causes of action that result from the Employer complying with the Union's written notice to discharge an employee.
2. In the event the Employer opens a new plant or a new branch facility for work covered by this Agreement or moves the location within the geographical jurisdiction of District Council 16, then all present employees shall have preference for transfer and vacancies at such other locations or branch facilities of the Employer.
3. If, during the term of this Agreement, the Employer opens a branch establishment, new partnership, new corporation, or any other organization in substantially the same business as the Employer, or moves an existing establishment to a new location within the jurisdiction of District Council 16 and performs work covered by this Agreement, this Agreement shall apply to such other organization. If, for economic reasons the Employer moves to a new location within the jurisdiction of District Council 16 and performs work covered by this Agreement, the Employer and the Union shall within a reasonable period of time enter negotiation for a new contract at that new location.
4. If there is a substantial change in the ownership of the Employer, either by sale or any form of transfer, this Agreement shall apply to the buyer or transferee.

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ARTICLE 4 PIECE WORK, REBATES AND SUBCONTRACTING

Section A. Both parties agree that there shall be no piece work permitted on any type of work covered by this contract, either inside or outside of the shop. No Employer, agent of the Union, or employee covered by this Agreement shall give or accept directly any rebate of wages.

Section B. Employers subject to this Collective Bargaining agreement shall not subcontract any work covered by this Agreement from this plant for the purpose of discriminating against the Union or any employee or group of employees. Current practices of purchasing products from others is deemed acceptable. Warranty repair will

not be deemed as subcontracting.

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

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

ARTICLE 5 UNION REPRESENTATIVES AND SHOP VISITS

Section A. The Employer shall permit an authorized representative of the Union, who presents proper credentials, access to the plant of the Employer to investigate grievances and for the purposes of administering this Agreement.

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

Section C. District Council 16 shall be empowered to appoint and remove all shop stewards as required in any shop of an Employer signatory to this Agreement. Stewards shall be currently employed by the Employer at the time of appointment. Such duties shall include monitoring the provisions of this Agreement, checking all working cards and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the Union. Steward shall work with the tools as well as doing the duties assigned by the Union. The Steward shall report to the Business Representative of the Union and to the Employer, or ~~his-their~~ Representative, any and all violations of this Agreement. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the Union for action as may be deemed necessary. The Steward shall be the last employee laid off provided ~~he/she/they is-are~~ qualified and able to perform the available work.

ARTICLE 6 HOURS OF WORK AND OVERTIME PREMIUM

Section A. Eight (8) hours shall constitute a regular workday with the work day starting between the hours of 5:00 A.M. and 9:00 A.M. Forty (40) hours shall constitute a regular work week. By mutual agreement between the Employer, Union and employees other regular hours may be established.

Section B. OVERTIME

1. Straight hours shall be eight (8) hours per day for a five (5) day work week or ten (10) hours per day for a four (4) consecutive day work week, Monday through Friday. All hours worked over eight (8) hours and up to 12 (twelve) hours on a five (5) day work schedule shall be regular overtime at time and one-half (1 ½) times Taxable Net Wage. All hours worked over ten (10)

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hours and up to twelve (12) hours and all hours worked on a Friday up to twelve (12) hours on a four (4) day work schedule shall be at regular overtime at time and one-half (1 ½) times Taxable Net Wage. All hours worked on a Saturday shall be at regular overtime at time and one-half (1 ½) times Taxable Net Wage. All hours worked after twelve (12) hours daily, all Sundays, and all Holidays shall be at double time (2x) Taxable Net Wage.

2. The regular workday shall continue without interruption for eight (8) hours. All rest and meal periods shall comply with California State Law provided that each employee shall have one-half (1/2) hour for lunch on their own time. There shall be no split shifts allowed. All other work shall be considered overtime and shall be paid for accordingly. The second unpaid meal period may be waived by mutual agreement of employee and employer provided the first meal period has been taken. Rest periods will be provided for every four hours of work or major fraction thereof (i.e. more than 2 hours).

Section C. Additional shifts may be established only by the mutual agreement of the parties. The Union must be notified of employees' change of shift. The Union shall not unreasonably withhold its approval of additional shifts.

Shift Work

Day Shift-----Taxable Net Wage
Other Shift----- Taxable Net Wage+ 10% per hour

1. If shift work is desired, the hours worked on such shift will be determined by the Employer and the Union. All hours worked other than normal shift will be considered overtime. Notification shall be submitted to the Director of Service of District Council 16 no later than forty-eight (48) hours prior to the start of the shift change.
2. If an employee works a Holiday, he/she is they are to be paid (2x) two times the Taxable Net Wage. If an Employee does not work, he/she is they are -paid Holiday Pay at the Taxable Net Wage, subject to Article 14.
3. Any employee working more than eight (8) hours in any one shift shall be entitled to a ten (10) minute rest period at the end of the employee's regular eight (8) hour shift, providing the employee is scheduled to work a minimum of two (2) hours overtime.
4. Whenever possible, the Employer will give at least 1 1/2 workdays' notice for overtime. If the employee is not able to work as requested by the Employer, the employee must respond to the Employer at least one work day prior to the scheduled overtime.

Section D. When commencing work on any day, Monday through Friday, employees governed by this Agreement shall be employed for not less than eight (8) hours per day. However any employee reporting for work after the regular starting time shall be paid only for the hours worked, but not less than four (4) hours.

When an employee leaves the job, at the employee's own discretion, he shall be paid for only the hours worked. When weather, natural conditions, or an emergency situation beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but not less than four (4) hours. Persons

reporting to work who are unacceptable to the Employer's Safety Protocol shall receive no pay.

Section E. "10-Hour" days: ~~By mutual agreement between the Union and the Employer~~ four (4) consecutive ten (10) hour day work week may be implemented on any shift Monday through Friday. Any employee working more than ten (10) hours in any one day shall be entitled to overtime. Notification shall be submitted to the Director of Service of District Council 16 ~~and NCGMA prior to the start of a four (4) ten (10) hour shift.~~

ARTICLE 7

PAY CONDITIONS

Section A. Pay Day

1. Wages shall be paid on or before quitting time each Wednesday, or a day mutually agreed upon by the Union and the Employer and shall include all monies due up to and including the preceding work week. Employers may pay employees utilizing direct deposit or payroll debit card as provided under California law. In no circumstance shall pay day be more than three (3) working days following the end of the preceding work week.
2. When an employee is terminated he shall receive all monies due ~~him~~ at the end of said working day.

Section B. Bad Checks

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

Section C. Payroll Records

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

Section D. Payroll Inspection

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

ARTICLE 8
SENIORITY

Section A. The word "seniority" as used in this Article 8 shall mean the right to priority in the employment in the case of increase or decrease of the working forces based upon the length of uninterrupted employment continuity as provided in this Agreement.

Section B. From the date of hire until the completion of the one hundred eightieth (180th) working day after the employee's date of employment with the Employer, each employee shall be a probationary employee. Upon completion of the probationary period, the employee being retained by the Employer shall be entitled to have the employee's employment continuity and seniority date back to the date of hire.

Seniority of each employee, except probationary employees, shall be determined from the date of hire except when employment continuity in the plant has been broken as provided in this Article, in which case seniority shall be determined from the date of hire following the last break in employment continuity.

Section C. All seniority rights of an employee under this Agreement shall be broken when the employee quits, is discharged for just and proper cause, is on layoff for six (6) consecutive months, is absent due to non-occupational illness or injury for twelve (12) consecutive months, or fails to report to work within forty-eight (48) hours after a phone call, or if not reached by phone a certified letter sent to the employee's last address appearing on the company records, unless sickness prevents ~~him~~^{them} from reporting and he so notifies the Employer in a documented communication within forty-eight (48) hours.

Seventy-two (72) hours shall be allowed for reporting rather than forty-eight (48) where any of the forty-eight (48) hours would be on a Saturday or on a Sunday. An employee returning to work after an illness or injury as described in this paragraph must notify the Employer as soon as possible at the termination of such illness or injury and provide the Employer with a Physician's certificate, stating the employee is able to return to work and perform the required duties. (The seniority of an employee having an occupational illness or injury shall not be broken by this paragraph.) Any employee laid-off for lack of work shall keep the Employer advised in writing or by phone of the employee's current mailing address.

Section D. PROMOTIONS, DEMOTIONS, LAYOFFS

In promotions to higher rated jobs, demotions to lower rated jobs, layoffs, transfers and rehires, the following factors in the order listed shall govern:

1. Training, knowledge, special skill, efficiency and ability
2. Seniority - length of service
3. When factors under "A" above are relatively equal as demonstrated by trend of employee reviews over the past one (1) year, seniority shall govern.

Section E. In increasing the working force after a layoff has occurred, employees shall be recalled to work in the reverse order in which they were laid-off, providing that each such laid-off employee who is eligible to be recalled is qualified to perform the work available.

Section F. RECLASSIFICATION – When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present or email or fax a written referral from the Union

~~prior to putting the employee to work at the new classification.~~

Section GF. SENIORITY NOTICE OF LAYOFF

The Union and shop steward shall be notified as far in advance as possible, but in no event less than one day prior to layoff and within reasonable time after employees are laid-off or terminated, the Union shall be notified in writing of the names and classification of all employees laid-off or terminated and the date of same. When requested by the Union, the Employer shall furnish a revised up-to-date seniority list.

Section GH. If a layoff of over three (3) days is contemplated, the supervisor and shop steward will discuss the Employer's plan prior to layoff.

Section HH. The Union steward shall be considered the most senior employee during the employee's term of office, provided the employee is qualified to perform the work available.

ARTICLE 9
HIRING NEW EMPLOYEES

Section A. Referral

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

Section B. Requests

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

Section C. Requirement

The Employer shall require each new employee to present a written or electronic referral from the Union prior to putting the new employee to work. It shall be the requirement of the Employer to return such referral properly signed and dated on all required lines and returned to issuing ~~local Union union~~ within two (2) business days. Failure to do so will void such referral.

~~Section D. Reclassification~~

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

Section DE. Violation

In the event the Employer fails to comply with the hiring procedures the Union may utilize the dispute settlement or arbitration procedures set forth in Article 4919 of this Agreement, ~~and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.~~

ARTICLE 10
TRUCK IDENTIFICATION

Section A. Truck Identification

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

Section B. Cost of ~~Identification~~identification

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

Section C. Temporary Vehicles

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

ARTICLE 11
JOB CLASSIFICATION AND JURISDICTION

Section A. JOB CLASSIFICATION

There shall be four (4) classifications covered under this Agreement:

Allied Glassworker Production
Glazier Production Worker
Production Worker Trainee

Section B. RATIOS

1. Each plant covered by this Agreement must employ at least one (1) Allied Glass Worker. There shall be one (1) Allied Glassworker for every seven (7) Production Glaziers employed. Allied Glassworkers may perform work in any lower classification.
2. Additionally, each plant covered under this Agreement must employ at least one (1) Production Glazier for a combination of every eleven (11) Production Workers and Trainees thereafter.

Section C. JURISDICTION

1. The work jurisdiction of all employees covered under this Agreement shall include all in-plant production, manufacturing and assembling of any and all products or materials being manufactured or assembled by the Employer signatory to this Agreement.
2. Those employees who are making deliveries or pick-ups requiring Class A or a restricted license for more than thirty (30) hours within the work week, must be a Production Glazier or above. All classifications may make deliveries or pick-ups when the work performed is less than thirty (30) hours within their normal workweek.

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3. It is not the intent of the changes in this section to replace, change or eliminate existing employees within their current positions or classifications.

Section D. In the event the Employer seeks to establish new and different kinds of work or create new job classifications within the Employer's plant, then in that event the Employer shall notify the Union and a mutual agreement shall be reached between the Employer and the Union relative to the appropriate job classification and wage rate to be established for such work.

ARTICLE 12
TOOLS

At the Employer's option, certain tools may be supplied to individual employees, for which the employee will be responsible. The cost to the Employer for said tools will be posted on the bulletin board, and upon quitting or a termination of any kind, the employee will return said tools to the Employer.

ARTICLE 13
INJURED EMPLOYEES

Section A. An employee injured on the job will not suffer a loss of wages due to visits to the doctor or hospital for examination and/or treatment.

Employees injured on the job who are sent home either by the Employer or a doctor shall be paid their regular daily earnings for the balance of the day. Furthermore, such employee shall be compensated by the Employer for the time lost on not more than two (2) additional visits to the doctor, provided that the employee in question is still working for the same Employer at the time of the two additional visits to the doctor, and provided further that the Employer shall approve the scheduled time of the two additional visits to the doctor.

The Employer will provide a release form to an injured employee who must have the doctor's office verify the time the examination is complete. Adequate time will be allowed for the employee to return to work.

Section B. The Employer will place employees released to return to work from an industrial injury on a restricted basis in an appropriate job at their regular rate of pay. The Union acknowledges that there may be a limited number of restricted duty functions. The Employer will make every effort to return an Employee to work. It will be at the Employer's discretion if there is sufficient restricted duty work for the injured employee.

Section C. The Employer shall not discharge or discriminate against any employee under this Agreement because of any industrial injury incurred during employment or based on an employee's filing of a claim for Worker's Compensation Benefits.

Section D. The Employer shall notify the Union of all serious industrial accidents which occur on the job or in the plant.

ARTICLE 14
HOLIDAYS

Section A. Recognized holidays shall be:

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New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day

Section B. All regular employees (those continuously employed thirty (30) calendar days or more) shall receive eight (8) hours of pay at the employee's regular hourly rate, even though no work is performed on the above named holidays, provided that such employee works the Employer's regular working day ~~next~~ preceding and next following such holiday; provided, however, that if absence on the regular working day before and after said holiday is due to the express permission of the Employer or to a bona fide illness of the employee or to a death in the employee's family, or if the Employer closes the plant, ~~they~~he shall be paid.

Section C. If an employee works a Holiday, ~~he/she/they are~~ is-to be paid (2x) two times the Taxable Net Wage. If an Employee does not work, ~~he/she-is/they are~~ is-to be paid Holiday Pay.

Section D. If any of the holidays designated in this Article falls on a Saturday, such Saturday shall be a paid holiday, pursuant to the provisions of this Article. If any of the holidays designated in this Article falls on Sunday, the following Monday shall be a paid holiday. No work shall be performed during any part of the twenty-four (24) hours of Labor Day.

Section E. If a holiday for which ~~he-an employee~~ would otherwise be paid falls within an employee's scheduled vacation, the employee shall either receive an additional day on the employee's vacation or an extra day's pay, at the Employer's option, depending upon the work schedule.

ARTICLE 15 **VACATIONS**

Section A. Employees covered by this Agreement shall have accumulated for them by the Employer an amount equal to 2% of ~~gross wages~~hours their first year of employment and 4% (an additional 2%) of ~~gross wages~~hours their second, third, and fourth years of employment, and 6% (an additional 2%) on their fifth year anniversary thereafter.

Section B. Accumulated vacation funds will be paid by the Employer one time per year and will require one week's prior notification.

ARTICLE 16 **PAID SICK LEAVE ORDINANCES**

~~The bargaining parties expressly agree that Employees covered by this Agreement shall not receive any additional benefits for the San Francisco Family Friendly Workplace Ordinance, the San Francisco Paid Sick Leave Ordinance, the Oakland Paid Sick Leave Ordinance, the Emeryville Paid Sick Leave Ordinance, the California Paid Sick Leave Statute (Labor Code 245-249) and any other city, county or local paid sick leave ordinance that can be waived or opted out of through collective bargaining. It is acknowledged and understood by both parties that the employees are currently, and have been, receiving paid sick leave in their hourly wages as was established by a previous Collective Bargaining Agreement.~~

ARTICLE 1716

HEALTH AND WELFARE

Section A. Trust Fund

The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Health and Welfare Trust Fund ("Health and Welfare Trust").

Section B. Contribution Rate

Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Health and Welfare Trust an amount determined by the Union on January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours worked and/or paid. Such payments shall be made pursuant to the provisions of Article 19. The Employer shall not be liable for the contributions of any other individual Employer.

Section C. National or State Health Plan

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

Section D. Injured ~~Workmen~~Worker

1. Any employee who suffers an industrial injury or industrial illness during the workday while employed shall be compensated for the full day even though ~~he~~-they may have to leave work to visit the doctor. Furthermore, such employee shall be compensated by the Employer for the time lost on not more than two (2) additional visits to the doctor, provided that the employee in question is still working for the Employer at the time of the two (2) additional visits to the doctor, and provided further that the Employer shall approve the scheduled time of the two (2) additional visits to the doctor.
2. The Employer shall provide payments to the Health and Welfare Trust for an employee who sustains an injury arising out of and occurring in the course and scope of ~~his~~-their employment, for all periods of time that the employee is, because of said disability, unable to return to ~~his~~-their usual and customary duties, in order to provide three (3) months additional coverage over that regularly provided for in the Health and Welfare Trust, or when the employee is entitled to coverage on a permanent disability basis, whichever is sooner. The employee must have 500 or more hours of service in the trade as a Union member over the ~~last~~-previous twelve (12) months immediately prior to said injury.

ARTICLE ~~18-17~~

RETIREMENT PLANS

Section A. Defined Benefit Pension Plan

1. The Employer and the Union hereby agree to the continuation of the existing Northern California Glaziers, Architectural Metal and Glass Workers Pension Trust Agreement ("Defined Benefit Pension Trust").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, and

subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Defined Benefit Pension Trust an amount determined by the Union on January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of ~~Article 18~~ [Article 18](#). Contributions to the Defined Benefit Pension Trust shall include regular pension contributions and if designated by the Union, supplemental retiree contributions.

Section B. National Pension Fund

1. The Employer and the Union hereby agree to the continuation of the existing I.U.P.A.T. Union and Industry National Pension Fund ("National Pension Fund").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, for each hour or portion thereof, the Employer shall contribute to the National Pension Fund an amount determined by the Union on January 1 of each year of this Agreement.
3. For the purpose of this Section B, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement shall be counted as hours for which contributions are payable.
4. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement, in accordance with the attached Wage Schedule A. This includes, but is not limited to, apprentices, trainees, and probationary employees.
5. The payment to the National Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
6. The Employer hereby irrevocably designates as its representative on the Board of Trustees of the National Pension Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
7. All contributions shall be made at such time and in such manner as the Trustees of the National Pension Fund require; and the Trustees may at any time conduct an audit in accordance with said Agreement and Declaration of Trust.
8. If an Employer fails to make contributions to the National Pension Fund as provided for in ~~Article 18~~ [Article 18](#) of this Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

9. The National Pension Plan adopted by the Trustees of said National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code as to enable the Employer at all times to treat contributions to the National Pension Fund as a deduction for income tax purposes.

Section C. Individual Account Retirement Plan

1. The Employer and the Union hereby agree to the continuation of the existing Glaziers Individual Account Retirement Trust Fund ("Individual Account Retirement Trust").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Individual Account Retirement Trust an amount determined by the Union on January 1 of each year of this Agreement on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article ~~49~~18.

Section D. Liabilities

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

ARTICLE ~~19~~18 **PAYMENTS TO TRUST FUNDS/DUES CHECK-OFF**

Section A. TRUST FUNDS

1. Current Trust Funds:

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

- **Northern California Glaziers Pension Trust Fund**
- **District Council 16 Northern California Health & Welfare Trust Fund**
- **Northern California Glaziers Individual Account Retirement Trust Fund**
- **IUPAT Union & Industry National Pension Fund**
- ~~STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition)~~

- (a) Each Employer may designate no more than two (2) owner, partner or a person holding proprietary interest in the business as an ~~Owner-Contractor~~ Member of the Union. ~~Owners-Contractor~~ Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of ~~Owner-Contractor~~ Members.
- (b) For the purpose of this agreement all records may be hard copy or electronic copy.

Section B. TRUST AGREEMENTS

The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

4) ————Whereas, the Northern California Glaziers Pension Trust Fund has been certified by its actuary to be in critical status as of July 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated November 10, 2010 and an addendum thereto adopted on February 14, 2018, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Northern California Glass Management Association and /or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule of the Rehabilitation Plan and addendum adopted by the Board of Trustees and incorporate said Recommended Schedule into this Agreement as though it was set forth in its entirety. The hourly Production Worker contribution rates shall follow the most current Trustees' Schedule.

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

Section C. TRUSTEES

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

Section D. PAYMENTS TO TRUST FUNDS

- 1. Payroll Deductions:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the ~~Work Preservation Fund~~, Industry Promotion Fund, ~~STAR Fund~~, Dues Check-Off, ~~Wage Equality Dues~~, ~~IUPAT Administrative Dues Check-Off~~, Organizing Dues, Unity Action Dues and of the ~~IUPAT PAT-PC Member Benefit Fund~~ deductions of this Agreement. The consequences of any delinquent remittance of these deductions shall be the same as those provided by the Trust Agreements of the District Council 16 Northern California Health & Welfare Trust Fund.
- 2. Due Date:** All payroll deductions and contributions based on hours worked and/or paid in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the

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month, at which time liquidated damages shall be incurred and interest assessed as of the due date.

- 3. Liquidated Damages:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorney's fees and any other expenses incurred in connection with the delinquency. The amount of assessments shall be as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Fund.
- 4. Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions referred to in this ~~Article~~ Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate him for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to his withdrawal from the job or shop of the delinquent Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.
- 5. Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this ~~Article~~ Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.
- 6. Place of Payments:** All contributions and payroll deductions referred to in this ~~Article~~ Article shall be paid at the place or places designated by the Trusts, NCGMA and the Union, and on such forms as they may require.
- 7. Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide

them.

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

Section E. RECORDS TO BE KEPT BY EMPLOYERS

In addition to any records required by the Trust Funds, Employers agree to maintain the following records:

1. **Time Cards or Time Sheets:** Employers shall keep weekly time cards or time sheets on which shall clearly appear the employee's full name and the last four (4) digits of their social security number, the job name, the hours worked each day and total hours worked each week, showing total straight time hours and total overtime hours. The time cards or time sheets shall also record daily start times and stop times as well as the start times and stop times of all meal periods. The employee shall sign the time card or time sheet and shall be given the opportunity to note any missed or non-compliance mal periods or rest periods and any other disagreements with the information contained on the time card or time sheet. The time card or time sheet shall also show the type of work performed if other than work covered by this Agreement.
2. **Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name, and shall include:
 - (1) Total straight time hours worked and the rate of pay;
 - (2) Total overtime worked and overtime rate;
 - (3) Total gross wages paid;
 - (4) Deductions itemized; ~~and~~
 - ~~(5)~~ Net pay for period;
 - ~~(6)~~ The inclusive dates of the period for which the employee is paid;
 - ~~(7)~~ The name of the employee and either the last four digits of the employee's social security number or an employee identification number other than a social security number;
 - ~~(8)~~ The name and address of the legal entity that is the employer;
 - ~~(9)~~ .All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and
 - ~~(5)(10)~~ All hours accrued for sick leave and vacation.
3. **Failure to Keep Records:** If an Employer fails to keep records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement.

Section F. AUDITS OF RECORDS

The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter

upon the premises of such Employer or the Union during business hours to examine and copy the following records:

1. Canceled checks and check stubs showing all monies paid to each employee of the Employer.
 2. Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, relatives, partners and joint ventures of the Employer.
 3. The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
 4. Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
 5. Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
 6. Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
 7. Individual employee's time records for each employee of Employer.
 8. Records of each job involving application of glazing by the Employer, to the extent that such records exist, including:
 - (a) Name and address of owner of property where glazing work was done;
 - (b) Street address where glazing work was performed;
 - (c) Total payroll cost of each job;
 - (d) Name and address of each person who performed glazing work on each job; and
 9. Copies of Federal Forms W-2 prepared by the Employer for each employee and Federal Form W-3.
 10. Disbursement Journal of the Employer.
 11. Payroll Journal of the Employer.
- Employee records are to be maintained by the Employer for a period of at least four (4) years or in

accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of glaziers wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice.

Section G. BONDING

Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, give a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or one-third (1/3) of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the twelve (12) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and shall be in a form acceptable by the Board of Trustees. Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer, all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.

Section H. TRANSFER OF MONEY FROM WAGES TO BENEFIT FUNDS

1. During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between NCGMA and the Union.
2. Any increase or decrease in the required contributions by the Employer to the particular benefit

fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

Section I. ERRONEOUS PAYMENTS

An Employer shall be entitled to credit against future employer contributions or refund of money paid to the Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with Trust Fund's policy on Mistaken Contributions, overpayments of contributions, including but not limited to the following conditions:

~~DC 16 Health & Welfare Trust: Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over-reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund;~~

~~(a) Affordable Care Act Compliance~~

~~The Bargaining parties authorize the Trustees of District Council 16 Health and Welfare Trust to take such actions as are necessary to address any details required to fully comply with the Affordable Care Act. However, no benefits or terms of this Article or the Agreement as a whole may be reduced without mutual agreement of the Northern California Glass Management Association and the Union.~~

~~Defined Benefit Pension Plan: Where contributions were made to the Northern California Glaziers Pension Trust Fund for hours reported in excess of those for which the employee worked, overpayments shall be credited or refunded to the Employer, and the hours backed out of the employees account;~~

~~Refunds or credits shall be allowed as provided above so long as the Trust Funds have made no disbursements on behalf of employees based upon the erroneous contributions;~~

~~The Boards of Trustees of the Trust Funds have determined that the erroneous contributions were made due to a mistake of fact or law and can properly be returned, without interest or earnings, pursuant to ERISA Section 403(e);~~

~~Any erroneous payments found on an audit shall be rep0lied immediately to the Employer and credited or offset against amounts found due on audit, if any, in accordance with Trust's policy; and~~

~~No other refunds or credits shall be given with respect to District Council 16 Journeyman & Apprentice Training Trust Fund, a defined contribution retirement plan, or other entities or payroll deduction remittances, except by direction of the Trustees.~~

Section J. FRINGE BENEFIT COVERAGE FOR OTHER EMPLOYEES

Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate

in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the employer, which may incorporate the rules of this Article by reference.

ARTICLE 20-19

GRIEVANCES AND ARBITRATION

Section A. Definition and Procedure

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

Section B. Procedures

Such grievances shall be handled in the following manner:

1. The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and NCGMA and shall meet with that representative to discuss the grievance.
2. If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party, to arbitration by written notice to the other party within fifteen (15) working days from the date of the above-referenced meeting.
3. In addition to claims for meal period and rest period violations governed by Article 6, Section B(2), the following claims and claims for associated penalties will be resolved exclusively through the procedures set forth in this Grievance and Arbitration Procedure, and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner: all claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders for: unpaid wages (e.g., claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and travel time); heat illness recovery violations; waiting time penalties; reimbursement of expenses (e.g., tools, cell phone charges, mileage and subsistence); recordkeeping of personnel files, time records and payroll records; and violation of Labor Code Sections 212 and 226.

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

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

Section C. Arbitrator

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

Section D. Hearing

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

Section E. Amend Agreement

The arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement, however, the arbitrator shall have the authority to fashion a remedy.

Section F. Expense for Arbitration

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

Section G. Twelve Day Limit

Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

Section H. Union Economic or Legal Action

1. In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning ~~his~~their obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of Article ~~21~~20. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer.
2. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the Union if prior to the taking of such action the Employer has raised a question concerning the interpretation or operation of this Agreement or concerning ~~his~~their obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article ~~19~~18.

Section I. Employer Economic or Legal Action

In the event the Union violates ~~Article Article~~ 21-20 of this Agreement (Work Stoppage), the Employer need not utilize the grievance dispute settlement or arbitration procedures set forth in this Article, but may ~~resort~~resort to such economic and legal remedies as it sees fit with respect to the Union, and any

economic action taken will not be considered a violation of ~~Article Article 21~~20. However, the Employer may, if it so desires, utilize the provisions of this ~~Article Article~~ with respect to the Union in such cases.

ARTICLE 20
NO STRIKE OR LOCKOUT

Section A. There shall be no stoppage of work either by strike or lockout by the parties hereto, except as permitted by ~~Articles Articles 16, 17, and 18, and 19~~ of this Agreement.

Section B. It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or work behind a primary picket line, including but not limited to a primary picket line at the premises of the Employer, or job site at which the Employer is engaged in general glazing work, or shop to which the Employer is delivering.

ARTICLE 22
MANAGEMENT RIGHTS

Except as specifically modified by the provisions of this Agreement, the Employer retains the exclusive right to manage the plant and business, and direct the working forces to make and enforce reasonable shop rules, to determine production schedules, to determine the products manufactured, the materials to be used, and the methods and processes to be used, subject to the terms of this Agreement.

ARTICLE 23
WAGES

Section A. The hourly minimum rate of wages for all classifications covered by this Agreement shall be as follows:

1. Allied Glass Worker shall be paid pursuant to the attached Wage Schedule A and receive a three dollar and five cent (\$3.05) per hour increase and an additional one-time \$.05 per hour increase due to the removal of the STAR Program (totaling \$3.10) to the Taxable Net Wage to take effect ~~upon ratification with the first raise being paid retroactively within thirty (30) days to the date of ratification~~ November 1, 2023, a two dollar and ~~twelve-fourteen~~ cent (~~\$2.14~~) per hour increase to the Total Package on January 1, ~~2024~~2025, a two dollar and ~~twelve-twenty-one~~ cent (~~\$2.21~~) per hour increase to the Total Package on January 1, ~~2022~~2026, and a two dollar and ~~twelve-twenty-nine~~ cent (~~\$2.29~~) per hour increase to the Total Package on January 1, ~~2023-2027~~ or any extensions thereof.
2. Production Glazier shall be paid pursuant to the attached Wage Schedule A and receive a two dollar and ~~seventy-four fifty-six~~ cent (~~\$2.7456~~) per hour increase and an additional one-time \$.05 per hour increase due to the removal of the STAR Program (totaling \$2.61) to the Taxable Net Wage to take effect ~~upon ratification with the first raise being paid retroactively within thirty (30) days to the date of ratification~~ November 1, 2023, a one dollar and ~~ninety-eighty~~ cent (~~\$1.9980~~) per hour increase to the Total Package on January 1, ~~2024~~2025, a one

dollar ~~ninety-eighty-six~~ cent (\$1.~~9086~~) per hour increase to the Total Package on January 1, ~~2022~~2026, and a one dollar and ~~ninety-ninety-three~~ cent (\$1.~~9093~~) per hour increase to the Total Package on January 1, ~~2023~~ or any extensions thereof.

3. Production worker shall be paid pursuant to the attached Wage Schedule A and receive a two dollar and twenty-~~one~~ cent (\$2.~~2021~~) per hour increase and an additional one-time \$.05 per hour increase due to the removal of the STAR Program (totaling \$2.26) to the Taxable Net Wage to take effect ~~upon ratification with the first raise being paid retroactively within thirty (30) days to the date of ratification~~November 1, 2023, a one dollar and fifty-~~three-five~~ cent (\$1.~~5355~~) per hour increase to the Total Package on January 1, ~~2021~~2025, a one dollar and ~~fifty-threesixty~~ cent (\$1.~~5360~~) per hour increase to the Total Package on January 1, ~~2022~~2026, and a one dollar and ~~fifty-threesixty-six~~ cent (\$1.~~5366~~) per hour increase to the Total Package on January 1, ~~2023~~27 or any extensions thereof.
4. Production Worker Trainees - Production Worker Trainees shall be paid a progressive increasing scale of wages based on a percentage of the Production Worker Taxable Net Wage as follows:

PRODUCTION WORKER TRAINEE

First 6 Months	60%
Second 6 Months	65%
Third 6 Months	70%
Fourth 6 Months	75%
Fifth 6 Months	80%
Sixth 6 Months	90%

(a) Full Production Worker fringe benefit contributions shall be made on behalf of all Production Worker Trainees with the exception of Nor/Cal Pension, IAR Pension and IUPAT Pension; such contributions shall be based on their respective percentage of Production Worker contributions. Future fringe benefit contributions shall be increased based upon their respective percentage of Production Worker future increased contributions with the exception of Health & Welfare which shall be paid at one hundred percent (100%). First Six Month Production Worker Trainees shall not have any pension contributions made on their behalf.

The increases required on November 1, 2023 and each January 1 of this Agreement shall first be utilized to pay the deficit reduction contributions required by the Northern California Glaziers Pension Trust Fund. Secondly, the increase required on November 1, 2023 and each January 1 of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare.

No employee shall suffer a reduction in their individual Taxable Net Wage as a result of this section.

Section B. In case of an employee receiving a promotion to a higher classification, he shall be credited with the length of experience obtained in the employee's former classification up to a maximum of six (6) months. In no case, however will an employee suffer a reduction in wages because of upgrading.

Section C. If at any time an employee covered by this Agreement is on vacation, and the Union cannot replace such employee with an experienced worker, then another employee covered by this Agreement may work at their job, provided that the replacement is paid at the same wage rate as the person who is on vacation, but at no time will the replacement take a reduction in wages.

ARTICLE 24-23

HEALTH AND SAFETY

Section A. Safety Rules and Regulations

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

Section B. Protective Apparel

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

Section C. CPR and First Aid

~~A certified CPR and First Aid program will be available through the District Council 16 Northern California STAR Program.~~ When State and Federal laws require certified CPR and First Aid personnel at the jobsite, the employee with CPR and First Aid certification may have priority for employment.

ARTICLE 25-24

DURATION OF AGREEMENT

Section A. This Agreement shall remain in full force and effect except as noted hereinafter, from October 1, ~~2019-2023~~ to September 30, ~~2023-2027~~ and shall continue in effect from October 1 to September 30 of each year thereafter unless at least sixty (60) days written notice is given by either party prior to September 30, ~~2023-2027~~ or any subsequent September 30 requesting modification and/or termination. Wage Schedule A shall come into effect ~~upon ratification in 2019-2023 and~~

January 1 of every year during this agreement.

Section B. In the event of a notice of intention to terminate, modify, or amend, negotiations may begin within fifteen (15) days after delivery of such notice.

~~**ARTICLE 26 STAR
PROGRAM**~~

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

~~**Section B.** The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.~~

~~**Section C.** The Employer shall be required to remit five cents (\$0.05) per hour for each hour paid or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 18.~~

~~**ARTICLE 2725
NORTHERN CALIFORNIA GLASS MANAGEMENT ASSOCIATION
INDUSTRY PROMOTION FUND**~~

~~**Section A. Northern California Glass Management Association Industry Promotion Fund** At the commencement, and continuing until the expiration date of this Agreement, every Employer signatory to this Agreement shall pay Industry Promotion Fund contributions based upon all covered employee hours worked and/or paid or required to be paid for in the amount of ~~fifteen-twenty-five~~ cents (\$~~0.1525~~) per hour. Said Industry Promotion Fund contributions shall be remitted to the appropriate depository designated by the Northern California Glass Management Association, no later than the fifteenth (1st) day of each and every calendar month for all hours worked and/or paid or required to be paid during the preceding calendar month. Said Industry Promotion Fund contributions are then forwarded to the Northern California Glass Management Association designated account. The contribution rate to the NCGMA will be monitored and may be increased as deemed necessary by the Board of Directors of NCGMA, up to a maximum contribution rate of fifty cents (\$0.50) per hour. No part of the contributions to the Industry Promotion Fund shall be used for activities which are inimical to the Union.~~

NORTHERN CALIFORNIA PRODUCTION GLAZIERS MASTER AGREEMENT
10/01/23 – 09/30/27

THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AS STATED
HEREIN:

District Council 16

Northern California Glass Management Association
Association Name

Print Name

Print Name

Sign Name

Sign Name

Date

Date

District Council 16

Employer Name

Print Name

Print Name

Sign Name

Sign Name

Date

Date

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