

LOCAL 636 PRODUCTION WORKER AGREEMENT

Effective October 1, 2020 through September 30, 2023, this Agreement is made and entered into, by and between _____ (hereinafter referred to as the "Employer") and Painters and Allied Trades District Council 36/Glaziers, Architectural Metal and Glass Workers Local Union 636 (hereinafter referred to as the "Union").

ARTICLE 1 EMPLOYERS QUALIFICATION

Section 1. The Employer shall have all required federal, state, county and city licenses or permits or certificates necessary for the legal operation of the Employer's business as well as worker's compensation insurance. The Employer must be signed to the Painters and Allied Trades District Council 36/Glaziers, Architectural Metal and Glass Workers Local Union No. 636 Master Labor Agreement to be signatory to this agreement.

ARTICLE 2 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent of all the employees covered by this agreement.

ARTICLE 3 UNION SECURITY

Section 1. All present and future employees of the Company who are employed within the collective bargaining unit shall become and remain members of the Union in good standing as a condition of continued employment not later than the thirty-first (31st) day following the beginning of their employment with the Company.

Section 2. The Employer agrees to make dues deductions each pay period from the paycheck of each employee who is a member of the Union of the sum stated in Schedule A for the gross earnings, including travel time and overtime commencing from the first hour of employment, provided that the employee has furnished the Employer and the Union a written authorization and assignment for this deduction.

Section 3. All Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions of each Glaziers and Apprentice Glazier once the Employer has been sent a copy of such authorization for its records. At such time that the proper authorization is provided by the Union, the amount of PAT check-off shall be five cents (\$0.05) per hour.

Section 4. The Union agrees to indemnify and hold harmless the Employer against any and all claims, demands, suits, and liability that may arise out of and by reason of this deduction made by the Employer in reliance upon the written authorization furnished to the Employer under the provisions of this Article.

Section 5. If there is a change in the ownership of the Employer, either by sale or any form of transfer, this Agreement shall apply to the buyer or transferee.

ARTICLE 4 SCOPE OF WORK

Section 1. The scope of work for a production worker 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.

This does not include the fabrication of the above-referenced items on construction jobsites. Persons normally covered by the Glaziers MLA may perform or supervise work at the production shop but must be paid at the applicable rates of pay as set forth in the Glaziers' MLA. Drivers and or production workers working under this agreement shall be limited to ground level jobsite unloading.

Section 2. The installation of all products or materials manufactured or assembled by the Employer under this agreement shall be performed by employees covered by the Glaziers MLA.

ARTICLE 5 GENERAL CONDITIONS

Section 1. When an employee is required by the performance of duties to incur parking expenses because there is no free parking provided in the immediate jobsite, the Employer shall pay for such reasonable parking expenses incurred, provided the employee provides a parking receipt for the actual cost of parking.

Section 2. The Employers agree not to require any employee to work overtime on any day where there is a state, federal or union election. The Union agrees to notify the Employer of such Union election.

ARTICLE 6 UNION REPRESENTATIVES AND SHOP VISITS

Section 1. The Employer shall permit an authorized representatives of the Union, who presents proper credentials, access to the plant of the Employer to investigate grievances and for the purposes of administering the Agreement.

Section 2. The Employer will provide space on a bulletin board for posting notices of Union business. Such notices must be submitted to the Employer for approval prior to posting.

Section 3. A shop steward shall be a working employee who may be appointed by an authorized Union representative, and shall have reasonable time during working hours for the purpose of investigation of grievances. The shop steward shall not engage in other Union business or Union activities during working hours. The Union shall notify the Employer of the appointment of each steward and the Employer shall notify the Union when laying off or terminating a steward.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by this Agreement, the Employer reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not.

Section 2. The sole and exclusive rights of the Employer which are not abridged by this Agreement shall include but are not limited to the following rights:

- A. It is understood that the Employer has the exclusive right to introduce improved methods and equipment.
- B. To establish work and quality standards.
- C. To determine the number of hours per day or week that the operations shall be carried on.
- D. To establish shifts, to set hours of work and the number of employees for such shifts, and the from time to time to change the shifts and the hours and employees in accordance with the terms of this Agreement.
- E. To hire, select and determine the number and type of employee required.
- F. To assign work to employees in accordance with the requirements determined by the Employer.
- G. To determine the fact of lack of work.
- H. To transfer, promote, lay-off, terminate or otherwise relieve employees from duty for lack of work or other reasons in accordance with the terms of this Agreement.
- I. To suspend, discharge or otherwise discipline employees for just cause.

ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1. Eight (8) hours shall constitute a regular work day. Forty (40) hours shall constitute a regular work week, five (5) consecutive days, Monday through Saturday. Work days and hours may be modified due to weather or delivery delays beyond the control of the Employer.

Section 2. Overtime.

- A. All time worked over eight (8) hours in any one (1) day or over forty (40) hours in any one (1) week and the first eight (8) hours on the 6th consecutive day shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate of pay. All hours worked over twelve (12) hours in one day, over eight (8) hours on the sixth (6th) consecutive day, all hours worked on the seventh (7th) consecutive day and holidays shall be paid at the rate of two (2) times the regular hourly rate of pay.

- B. The regular workday shall continue without interruption for eight (8) hours except for a meal period of one-half (1/2) hour and a ten (10) minute rest period in the first (1st) half and a ten (10) minute rest period in the second (2nd) half of the shift. Such rest periods must be counted as hours worked.
- C. Whenever possible, the Employer shall give reasonable notice for required overtime.

Section 3. Shift Work Schedules. Shift work is a shift that starts anytime from 3:00 P.M. to 11:00 P.M., Monday through Saturday. The day on which the shift starts determines the day of the week of the shift (i.e. a shift starting at 11:00 P.M. on Friday is a Friday shift).

- A. Additional shifts may be established by mutual agreement of the parties. A change in shift starting time is not considered a shift change.
- B. Shift Work Premium. Workers on shift work shall receive the hourly rate for their classification plus a shift bonus premium of ten percent (10%) of that rate. Appropriate overtime and holiday premiums shall also be computed based upon the total shift rate including the ten percent (10%) shift premium.
- C. Work Refusal. Employees shall have the right to refuse shift work. The Employer shall not take disciplinary or discriminatory action against employees for refusal to work shift work.
- D. 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.

Section 4. On any scheduled workday, employees shall be employed for a minimum of two (2) hours. However, any employee called to report to work after the regular starting time shall be paid not less than four (4) hours.

When an employee leaves the job, at the employee's own discretion, the employee 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 two (2) hours. Persons reporting to work who are unfit to Employers shall receive no pay.

Section 5. An Employer may implement a ten (10) hour workday for four (4) consecutive days under the following conditions:

- A. Verbal or electronic notification to be given to the Union, when possible, prior to starting a specific job or significantly changing the work hours.
- B. All employees working on the project will be required to comply with the ten (10) hour day.
- C. This ten (10) hour workday option will be implemented between Monday through Saturday. Once the four (4) work days have been established, the Union and employees must be notified of any changes.
- D. The first two (2) hours worked in excess of ten (10) hours will be paid at the rate of one and one half (1 ½) the regular hourly rate of pay. All hours worked over twelve (12) shall be paid at the rate of double (2x) the regular hourly rate of pay.

- E. Any employee working under the ten (10) hour workday schedule and leaving the project to work at a different site, not working a ten (10) hour workday schedule, for the same Employer, will be governed by normal workday hours and overtime provisions of this Agreement for the entire work week.
- F. Scheduling of the ten (10) hour workday schedule will be done at the mutual consent between the Employer and employees.
- G. Any employee working under the ten (10) hour workday schedule required to work on the fifth (5th) consecutive day will be paid at the rate of one and one-half (1 ½) the regular hourly rate of pay. Any hours worked in excess of ten (10) hours will be paid at double the regular rate of pay.
- H. Any employee working under the ten (10) hour workday schedule required to work on the sixth (6th) and seventh (7th) consecutive day will be paid at the rate of double the regular hourly rate of pay.

ARTICLE 9 PAY CONDITIONS

Section 1. Wages shall be paid on or before quitting time on a day determined by the Employer and shall include all the monies due up to and including the preceding week. When an employee is terminated, he shall receive all monies due at the end of said working day.

Section 2. The Union or their designee shall have the right to inspect and audit at a reasonable time and during working hours, at the Employer's premises or any location where the Employer's records are maintained, all payroll records and time sheets of the Employer which relate to the terms and conditions of this Agreement.

ARTICLE 10 SENIORITY

Section 1. Seniority is the right accruing to employees as a result of length of service, which entitles them to preference in retention in service in layoffs and in rehiring provided skill and ability are relatively equal, and in rehiring provides skill and ability are relatively equal as determined by management. In a reduction of forces, provided skills and ability are relatively equal, the last person hired shall be the first person laid off, and in rehiring, the last person laid off shall be the first person rehired until the list of former employees is exhausted. An employee's seniority shall not be jeopardized due to properly established illness, if such illness is established in writing at least every six (6) months, not to exceed one (1) year unless agreed to in writing.

Section 2. An employee shall lose their seniority if they:

- a) Voluntarily terminate their employment;
- b) Are discharged for cause;
- c) Are laid-off for more than six (6) months;
- d) Fail, while laid-off, upon written notice from the Employer that work is available, to report to the Employer his availability for work within forty-eight (48) hours after receipt of such notice;

- e) Fail, while laid-off, upon written notice from the Employer that work is available to report to the Employer for work within five (5) working days, after receipt of such notice, unless the reason for such failure is beyond their control;
- f) An employee may lose his seniority if absent from work for over one year as a result of an on the job injury.

Section 3. Any new employee shall be on probation and may be discharged during the first ninety (90) calendar days of employment without recourse to the grievance or arbitration procedure. At the expiration of the probationary period, the employee's seniority will be established as of their date of hire or the latest date of rehire. The discharge or discipline of a probationary employee shall not be subject to the grievance and arbitration procedures.

ARTICLE 11 PRODUCTION WORKER AND APPRENTICE RATIO

Section 1. The ratio of Production Worker to Apprentices will be:

After the first four (4) Production Workers, 1 Apprentice
After two (2) additional Production Workers, 1 additional Apprentice
After three (3) additional Production Workers, 1 additional Apprentice

Thereafter, there shall be one additional Apprentice for each additional 3 Production Workers up to a limit of 5 required Apprentices.

Section 2. If the company utilizes an Apprentice as a Driver, it shall count towards compliance with the ratio and they can distribute materials and perform customary apprentice work on the jobsite.

Section 3. Apprentices shall be exempt from all Seniority provisions and are governed solely by the Apprenticeship Standards.

Section 4. All wages, benefits, contributions and dues deductions for apprentices working in a production shop shall be paid in accordance with the Glaziers MLA.

ARTICLE 12 SAFETY AND COMPANY RULES

Section 1. The Employer shall furnish all personal protective equipment (PPE) necessary to safeguard employees from all safety hazards. The Employer agrees to give each full-time employee up to one hundred dollars (\$100.00) for an annual reimbursement if the employer requires a specific type of safety shoes. Each employee shall comply with the Occupational Safety and Health Standards and all rules, regulations and orders relating to occupational safety and health which are applicable to the employee's own actions and conduct and the failure to abide by these rules and standards shall be grounds for discipline, up to and including discharge. In the event of disciplinary action or termination of an employee due to violation of company rules, the Union reserves the right for grievance procedures as outlined in Article 18.

ARTICLE 13
INJURED EMPLOYEES

Section 1. An employee injured on the job will not suffer a loss of wages due to visits to a doctor or hospital for examination or treatment.

Section 2. Employees injured on the job who are sent home 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 additional two (2) visits to the doctor, and provided further that the Employer shall approve the scheduled time of the two (2) additional visits to the doctor.

Section 3. The Employer shall 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 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 the Employers discretion if there is sufficient restricted-duty work for the injured employee.

Section 4. The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred during employment or based on the employee's filing of a claim for Worker's Compensation Benefits.

ARTICLE 14
HOLIDAYS

Section 1. All employees covered by this Agreement will receive eleven (11) holidays without additional compensation. Such holidays are:

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

Section 2. A holiday that falls on a Sunday shall be deemed to fall on the following Monday. A holiday that falls on Saturday shall be deemed to fall as the holiday on the prior Friday.

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

ARTICLE 15 **VACATION PAY**

Section 1. Provided that an employee has worked 1,500 hours during the previous anniversary year, the employee shall be eligible for vacation paid at the employee's current rate of pay.

After one year of full-time employment, the employee shall be entitled to one week vacation with pay.
After two years of full-time employment, an employee shall be entitled to two (2) weeks of vacation with pay.

Section 2. Vacation may not be carried over from one year to the next, except by mutual agreement between the Employer and employee.

Section 3. Vacation shall be taken at a time mutually agreed upon by the Employer and the employee. Senior employees shall be given preference based on seniority, subject to the Employer's right to maintain adequate staffing. There shall be no seniority preference where another employee has previously scheduled and received approval of his/her vacation leave. The Employer shall maintain a vacation schedule available for review by bargaining unit employees.

Section 4. An employee who does not complete 1500 hours in a year shall be given a pro-rata vacation. This shall be paid at the following percentages based on the straight-time hourly rate (to include the first forty (40) hours worked each week Monday through Sunday): After one (1) year of full-time employment, two (2) percent of earnings shall be given; after two (2) or more years, four (4) percent of earnings shall be given.

Section 5. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

ARTICLE 16 **SICK LEAVE**

Section 1. Each employee will be credited with 24 hours paid sick leave upon the completion of their ninety (90) day probationary period. On January 1 of each subsequent year, the employee will be credited with 24 hours of sick leave provided the employee is not within their ninety (90) day probationary period. Sick leave will not roll over to the following year. At no time will the employee have more than 24 hours of sick leave accumulated.

ARTICLE 17 **HEALTH AND WELFARE**

Section 1. Effective October 1, 2020, the Employer agrees to contribute one thousand one hundred eighty-three dollars and eighty seven cents (\$1,183.87) per month to the Southern California Glaziers Health and Welfare Trust for all employees working a minimum of ten (10) days or eighty (80) hours per calendar month. Any increase in the monthly contribution required by the trustees of the fund to maintain the benefits of the present group Health and Welfare Plan shall be paid by the Employer.

Effective October 1, 2021, the Employer agrees to contribute one thousand two hundred and one dollar and twenty cents (\$1,201.20) per month to the Southern California Glaziers Health and Welfare Trust for all

employees working a minimum of ten (10) days or eighty (80) hours per calendar month. Any increase in the monthly contribution required by the trustees of the fund to maintain the benefits of the present group Health and Welfare Plan shall be paid by the Employer.

Effective October 1, 2022, the Employer agrees to contribute one thousand two hundred and eighteen dollars and fifty three cents (\$1,218.53) per month to the Southern California Glaziers Health and Welfare Trust for all employees working a minimum of ten (10) days or eighty (80) hours per calendar month. Any increase in the monthly contribution required by the trustees of the fund to maintain the benefits of the present group Health and Welfare Plan shall be paid by the Employer.

Section 2. By the execution of this Agreement, the Employer hereby agrees to be bound by the terms and conditions of the Document of Trust as if it signed the same. Payments to the trust fund shall be bound by the Document of Trust.

ARTICLE 18 PENSION PLANS

Section 1. IUPAT INDUSTRY PENSION PLAN

For all employees covered by this Agreement, the Employer agrees to contribute the amount set forth in Schedule A (Wage and Benefits Schedule) for all hours compensated for to the International Union Painters and Allied Trades Industry Pension Plan (IUPAT Industry Pension Plan).

By the execution of this Agreement, the Employer hereby agrees to be bound by the terms and conditions of the Document of Trust as if it signed the same. Payments to the trust fund shall be bound by the Document of Trust.

The Employer hereby irrevocably designates as its representative on the Board of Trustees of the IUPAT Industry Pension Plan such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Section 2. 401(k) PLAN

The Employer hereby agrees to contribute to the Southern Nevada and Southern California Glazier and Fabricators Pension Trust Fund ("401 K Plan") the amount set forth in Schedule A (Wage and Benefits Schedule).

By the execution of this Agreement, the Employer hereby agrees to be bound by the terms and conditions of the Document of Trust as if it signed the same. Payments to the trust fund shall be bound by the Document of Trust.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. Any disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

- A. The grievance must be presented to the Employer within ten (10) working days after the grievant knew or should have known of the facts giving rise to the grievance.
- B. If no agreement can be reached on the grievance within ten (10) days from the date it was first presented to the Employer, either party may within thirty (30) days submit the dispute to arbitration.
- C. The arbitrator shall be selected from an odd-numbered list of a panel to be submitted by the Federal Mediation and Conciliation Service. Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually selected arbitrator. In the event one (1) of the parties chooses not to participate under this Article, the arbitrator shall be designated by the moving party and the arbitrator shall proceed ex parte. In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the parties.
- D. The arbitrator shall not have the right to add, to subtract from, or modify any of the terms of this Agreement and all decisions must be within the scope and terms of this Agreement.

ARTICLE 20 STRIKE OR LOCKOUT

Section 1. During the duration of this Agreement, there shall be no strikes, slow-downs, or disruption of work by employees covered by this Agreement, nor shall there be any lockout by the Employer.

Section 2. 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 jobsite at which the Employer is engaged in general glazing work, or shop to which the Employer is delivering.

ARTICLE 21 PIECE WORK AND SUBCONTRACTING

Section 1. No piece work shall be permitted on any type of work covered by this Agreement. No employer or agent of the Union, or employee covered by this Agreement shall give or accept, directly or indirectly, any rebate of wage.

Section 2. All work covered by this Agreement and customarily performed by employees working under this Agreement shall continue to be performed.

ARTICLE 22 VALIDITY OF AGREEMENT

Section 1. Should any portion of this Agreement or any provision herein be rendered or declared by reason of any existing or subsequently enacted legislation, or by any decree of a Court of Competent

Jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect.

Section 2. Understanding that this is a start-up Agreement, both parties agree that they may enter into discussions and or negotiations to add, delete, modify or alter the terms of this Agreement. Any modification of the Agreement shall require mutual agreement between the parties and must be reduced to a signed document.

ARTICLE 23 DURATION OF AGREEMENT

Section 1. The parties agree that this Agreement may be amended. Any amendment of this agreement must be reduced to writing and agreed upon by both parties.

This agreement shall become effective on October 1, 2020 and shall remain in effect until September 30, 2023 and from year to year thereafter unless a sixty (60) day written notice is given by either party requesting modification and/or termination.

The above referenced agreement as negotiated between Southern California Glass Management Association ("SCGMA") and the Painters and Allied Trades District Council 36 is intended to be made available to Employers bound to the Master Labor Agreement through by virtue of their representation by the SCGMA.

This Agreement is entered into between the individual employer and Painter and Allied Trades, District Council 36/Glaziers Local Union 636.

**PAINTER AND ALLIED TRADES
DISTRICT COUNCIL 36**

**SOUTHERN CALIFORNIA GLASS
MANAGEMENT ASSOCIATION**

X

SIGNATURE

X *Deveney Pula*

SIGNATURE

PRINT NAME & TITLE

Deveney Pula, SCGMA, CEO

PRINT NAME & TITLE

DATE

10.01.2020

DATE