

Allied Worker Agreement

Effective October 1, 2023 through September 30, 2026, this Agreement is made and entered into, by and between **Southern California Glass Management Association** (hereinafter referred to as the "Employer") and **District Council 36 on behalf of the Glaziers and Architectural Metal and Glass Workers Local Union 636** (hereinafter referred to as the "Union").

ARTICLE 1 EMPLOYERS QUALIFICATIONS

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 District Council of Painters and Allied Trades No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 Master Labor Agreement 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 WORK PRESERVATION

Section 1. The parties have created these rates of pay in an effort to regain markets lost due to competition from non-union employers who are paying substandard wages and are not providing adequate health insurance and pension benefits to their employees. It is agreed by the parties that these rates are designed to recapture markets lost due to the above conditions. These rates do not apply to any projects that have Maintenance Agreements, Project Labor Agreements or where any other Union only type Agreements, or on projects subject to Federal, State, and Local Prevailing Wage requirements.

Section 2. The Employer agrees that the Allied Worker Agreement may be used by contractors that use exclusively members of the IUPAT for the work contained herein and may not be used in conjunction with another brotherhood.

Section 3. The Employer and the Union agree that the Allied Worker's Program may be revised in order to maintain the goals set forth within the Allied Worker's Agreement. By mutual agreement by all parties and reduced to assigned writing.

Such revisions or amendments shall be made on a case by case basis and will not be intended to be in general unless expressly stated within the revision.

Section 4. If the Allied Worker Program is terminated for any reason, the Employer shall be allowed to finish the jobs he bid, which included Allied Workers, except when terminated under this Article of the Agreement.

ARTICLE 4

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 no later than the eighth (8th) 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 Glazier and Apprentice Glazier once the Employer has been sent a copy of such authorization for its records. At such time that the proper authorization is provided by the Union, the amount of PAT check-off shall be five cents (\$0.05) per hour.

Section 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. The Employer shall be allowed to use an Allied Worker on a job with a glazing contract that has a maximum value of one million eight hundred thousand dollars (\$1,800,000.00).

Section 6. The Employer agrees that no Allied Workers shall be hired and begin work without prior approval from the Union. Said approval to be in the form of a Referral Slip showing the Allied Worker's name, social security number, employer's name, and date of hire.

ARTICLE 5 **SCOPE OF WORK**

Section 1. The work of the Allied Worker shall be that work which is described as that of glazing as customarily performed by Glaziers, Apprentices, and Glassworkers subject to the limitations that are set forth by this Agreement.

Section 2. All work in connection with the jobsite hoisting, rigging and crane signaling of materials shall be done by Journeyman Glaziers. The operation of forklifts, boom lifts, scissor lifts, swing stages and powered work platforms necessary to perform glazing work shall be the work of Journeyman Glaziers.

ARTICLE 6 **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 Employer agrees that employees scheduled to work on a voting day shall be allowed a reasonable amount of time off for the purpose of voting in any State, Federal, or Union election. The Union agrees to notify the Employer of such Union election.

Section 3. An Allied Worker will be allowed to perform maintenance and/or replacement type work without ratio restriction, as long as he is under the supervision of a Journeyman Glazier.

Section 4. An Allied Worker shall be allowed to work in the shop but must be considered a production worker to fall within the Production Worker to Apprentice ratio.

ARTICLE 7
UNION REPRESENTATIVES AND SHOP VISITS

Section 1. 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 the Agreement.

ARTICLE 8
MANAGEMENT RIGHTS

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

- (a) To hire, promote, assign to shifts, discipline, maintain efficiency, increase or decrease the work load, determine the number of employees to perform the work, demote, suspend, or discharge employees for cause.
- (b) To determine the type and nature of work to be performed, to direct the job site work force, to select supervisory employees, the schedule of working hours and work days, processes and means of manufacture, to select material and equipment to be used or installed, to determine the work methods, procedures and techniques of construction, to establish, promulgate, enforce and amend reasonable company policy and safety rules.
- (c) The Employer will have the right to impose discipline, including possible termination of employment when the employee doesn't comply with written company policy.

ARTICLE 9
HOURS AND OVERTIME

Section 1.

- (a) Eight (8) hours shall constitute a normal workday on Monday, Tuesday, Wednesday, Thursday and Friday, between the hours of 5:30 AM and 5:00 PM.
- (b) An Employer may implement a ten (10) hour workday for four (4) consecutive days under the following conditions:

1. Verbal or Faxed notification to be given to the Union prior to starting a specific job or changing shop work hours.
 2. All Employees working on the project will be required to comply with the ten (10) hour day.
 3. This option can only be implemented between Monday and Friday. Once the four (4) workdays have been established, the days may not be changed without approval of the Employees and the Union.
 4. Any hours worked in excess of ten (10) hours per day will be paid at time and one-half (1.5) for the first two (2) hours after ten (10) hours and at the double (2) time after twelve (12) hours.
 5. Any Employee working under the modified work day, and leaving the project to work at a different location, not working the modified day, for the same Employer, will be governed by normal work day hours and overtime provisions of this Agreement.
 6. Scheduling of ten (10) hour days will be by mutual consent between the Employer and Employees.
 7. Any Employee working the modified workday for the fifth (5th) consecutive day will be paid at the time and one-half (1.5) rate per hour.
 8. Any Employee working the modified workday for a sixth (6th) consecutive day will be paid at the double (2) time rate per hour.
 9. All holidays occurring during the course of any ten (10) hour/four (4) day work week will be counted as day(s) worked for the purpose of defining overtime rates of pay.
- (c) San Bernardino, Riverside and Desert Areas Special Starting Time. The Union agrees that due to the extreme summer heat in the San Bernardino, Riverside and Desert Areas, they will be allowed to begin and end the working day during daylight hours without special permission from the Union.
- (d) Overtime for the normal workday shall be paid for at the rate of time and one-half (1.5) for the first four (4) hours of work in excess of eight (8) hours of work and double (2) time for all hours of work after four (4) hours of overtime work, up to the employee's regular starting time the following work day.
- (e) Work performed on Saturdays and Sundays will be allowed to begin and end during daylight hours. Work performed on Saturday shall be paid at the rate of time and one-

half (1.5) for the first eight (8) hours and double (2) time for all hours in excess of those eight (8) hours of work. All work on Sundays and Holidays except as specified in Article Eleven, Section 2, shall be paid at double (2) time. There shall be no pyramiding on overtime rates.

- (f) The Union may grant authority, when necessary to change the hours of the normal work day on job site work only if the request to the Union is made in writing. Permission will be granted for a specific job only.

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

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

Section 3. If any employee has to report back to work from home after the regular quitting time, he shall receive a minimum of two (2) hours pay at one and one-half (1.5) times the regular rate of pay. On Saturday and Sunday work and on emergency replacement work, an employee shall receive a minimum of two (2) hours at the appropriate overtime rate of pay. After completing his shift, when an employee is recalled from home to report to a different jobsite, he shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

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

Section 5.

- (a) An employee shall report to the shop or job site unless he is notified to the contrary the previous day.
- (b) The eight (8) hour minimum day will not come into effect in the case where no work can be performed due to a loss of power, or breakdown of personnel or material handling

equipment. The following hours will be paid: a minimum of two (2) hours if no work can be performed; any hours worked over two (2) and less than four (4) shall be paid at four (4) hours minimum; any hours worked over four (4) and less than six (6) shall be paid at six (6) hours minimum; any hours worked over six (6) shall be paid for eight (8) hours.

- (c) If work cannot be performed due to weather conditions, the employee shall be immediately released from the jobsite and receive a minimum of two (2) hours at his regular rate of pay, except if the employee has been instructed by the Employer not to report to work the previous day. If the employee is required to stay on site after reporting, the eight (8) hour minimum day will apply. The Employer may establish its own policy concerning reporting during bad weather. However, any such policy shall be at least as favorable to the employees and must be agreed to by the Union prior to implementation.

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

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

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

ARTICLE 10

PAY CONDITIONS

Section 1. The Employer agrees to pay the wages for all hours compensated for in the amount set forth in Schedule A.

Section 2. 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 3. An employee who agrees in writing to have the Employer mail his pay check, waives his right to waiting time pay, unless the check is not received by the employee within five (5) working days.

ARTICLE 11

ALLIED WORKER RATIO

Section 1. An Employer may hire Allied Workers under the following ratios:

1st hired one (1) journeyman, two (2) allied workers, after one (1) apprentice is hired. One (1) additional allied worker may be hired, if an additional journeyman or apprentice is hired, one (1) additional allied worker.

For each additional Journeyman or Apprentice hired you may hire one (1) additional allied worker for a maximum of five (5) allied workers.

The ratio may be modified to accommodate particular job conditions by written mutual agreement.

ARTICLE 12

DISABILITY-INDUSTRIAL INJURIES AND SAFETY

Section 1.

- (a) The Employer agrees to pay the regular rate of pay to an employee, or a prospective employee dispatched by the Union upon the Employer's request, for the time he spends in obtaining medical examinations.
- (b) The Employer agrees to pay the regular rate of pay for the balance of the day to an employee who sustains an injury arising out of and occurring in the course and scope of his employment and is sent home by the doctor.
- (c) The Employer agrees to pay the regular rate of pay to an employee for any treatment or medical examinations arising out of an industrial injury, up until said employee has received a full and final medical release.

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

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

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

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

Section 6. 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 outlined in Article 18.

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

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

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

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

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

ARTICLE 13

VACATION AND HOLIDAYS

Section 1. The Employer agrees to pay the amount of vacation pay set forth in Schedule A for all hours worked for.

Section 2. Holidays

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 3. A holiday that falls on a Sunday shall be deemed to fall on the following Monday. A holiday that falls on a Saturday shall be deemed to fall 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 14

SICK LEAVE

Section 1. The parties agree that the contractors signatory to the Agreement shall not be required to provide paid sick days under AB 1522, the Healthy Families Act of 2014 (Labor Code Section 245, et seq.), because the employees covered by the Agreement are in the construction industry, covered by a valid collective bargaining agreement which expressly provides for wages, hours or work, and working conditions, and premium wages for all overtime hours worked, and regular hourly pay of not less than 30 percent more than the State minimum wage, and the Union expressly waives the requirements of the Healthy Families Act. The Union on behalf of the bargaining unit employees covered by the Agreement expressly and unequivocally waives the requirements of the Healthy Families Act.

ARTICLE 15

EMPLOYER REVIEW

Section 1. The Union or their designee shall have the right to inspect and review 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 16

HEALTH AND WELFARE

Section 1. The Employer agrees to pay to the Southern California Glaziers, Architectural Metal and Glassworkers Health and Welfare Trust for all hours worked for as set forth in Schedule A.

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 17

PENSION

Section 1. The Employer agrees to pay to the IUPAT Industry Pension Plan for all hours worked for as set forth in Schedule A.

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") in the amount set forth in Schedule A (Wage and Benefits Schedule).

Section 3. By the Execution of this Agreement, the Employer hereby agrees to be bound by the terms and conditions of the Documents of Trust as if it signed the same. Payments to the trust fund shall be bound by the Documents of Trust.

ARTICLE 18
PAYMENT TO OTHER FUNDS

Section 1. The Employer agrees to pay to the Southern California Glaziers and Glassworkers Joint Apprenticeship Committee Trust for all hours worked for in the amount set forth in Schedule A.

Section 2. The Employer agrees to pay to the Southern California Glass Management and Glaziers, Architectural Metal and Glass Workers Local Union No. 636, Labor Management Cooperation Committee (LMCC) for all hours worked for in the amount set forth in Schedule A.

Section 3. The Employer agrees to pay to the Industry Promotion Fund for all hours worked for in the amount set forth in Schedule A.

Section 4. The Employer agrees to pay to the Health and Welfare Trust for the Injury Fund in the amount set forth in Schedule A.

Section 5. By the execution of this Agreement, the Employer hereby agrees to be bound by the terms and conditions of the Documents of Trust as if it signed the same. Payments to the trust funds shall be bound by the Documents of Trust.

ARTICLE 19
GRIEVANCE PROCEDURE

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

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

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

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

Section 5. The Joint Conference Committee shall within ten (10) days after a grievance or dispute has been submitted to the Committee by either the Employer or the Union. In the event that the Joint Conference Committee fails to meet within the above time limit, either party may then submit the grievance or dispute directly to arbitration in accordance with procedures of Section 8 of this Article.

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

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

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

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

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

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

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

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

Section 13. In the event of a failure by an Employer to comply with any award or decision of the Joint Conference Committee or an impartial arbitrator, or in the event the Employer fails to pay any wages or fringe benefits as required by this Agreement, including contributions to all Trust Funds, then the Union need not proceed through the grievance and arbitration procedures

set forth in this Agreement, and in such case the Union may resort to economic and/or legal action, including withholding of service, a strike, picketing and boycotting concerning such claims that there has been a violation of Agreement by the Employer regarding the failure to pay wages, fringe benefits, or to comply with a decision and award of the Joint Conference Committee, or an impartial arbitrator. In such case, the Union, before resorting to any economic action, will give the Employer two (2) business days' written notice by wire or Registered Letter with "Return-Receipt Requested" of its intention to take such economic action. If such notice is given, a copy of the notice shall be mailed simultaneously to the Southern California Glass Management Association. For the purpose of this section, the terms "wages" and "fringe benefits" shall apply to all terms and conditions set forth in this Agreement that are Employer cost items and shall apply to all premium pay conditions and all other items within the definition of wages. This section shall not apply to any grievance or dispute concerning job description or the appropriate regular wage rates required as related to job descriptions.

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

Section 15.

- A. In addition to grievances concerning the application or interpretation of this Agreement, the following claims and claims for associated penalties shall be resolved exclusively through final and binding arbitration before an impartial arbitrator, and shall not be brought in a court of law or jury trial, or before any administrative agency such as the California Labor Commissioner, except as provided below: all claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders and all derivative claims arising under California Business & Professions Code section 17200, et seq. for: unpaid wages (e.g., claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and travel time); rest period and meal period violations, heat illness recovery violations, waiting time penalties; reimbursement of expenses (e.g., tools, cellphone charges, mileage and subsistence); recordkeeping of personnel files, time records and payroll records, violation of Labor Code sections 212 and 226, and all same or similar subject matters arising under applicable federal, state or local law (hereinafter referred to as "Statutory Claims").

- B. Statutory Claims include a claim brought by an individual employee under the Private Attorneys General Act of 2004 ("PAGA") if the impartial arbitrator determines that the employee is an aggrieved employee, the individual employee may pursue a representative claim in court in accordance with the California Supreme Court's decision in *Adolph v. Uber*.
- C. Statutory Claims brought by the Union shall be initiated by written notice within the contractual limitations period set forth above in Section 2 and shall be resolved through the process set forth in Sections 1-14 above. Notwithstanding any other provisions herein, none of the remaining provisions of this Section 15 apply to such Union-initiated claims; instead, the provisions of Sections 1-14 shall apply to such claims.
- D. Statutory Claims brought by an individual employee shall be initiated by written notice within the statutory limitations period delivered to the employer with copies provided to the Union and the Association and shall be resolved through the process set forth in this Section 15. Once a grievance is filed by an individual employee, the Union, the aggrieved employee, and the employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration. In such case, the Union shall be permitted, at its sole discretion, to intervene in the proceeding, appear at the arbitration, and present its position as to the proper interpretation of this Agreement, if relevant. The impartial arbitrator shall be selected by the aggrieved employer and the employer in accordance with Section 8 above.
- E. For Statutory 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 impartial arbitrator. If a claim is subject to a CBA waiver (e.g., overtime claims, meal period claims or rest period claims may be subject to a CBA waiver), the time limit for bringing such claims is the contractual limitations period set forth above in Section 2.
- F. All substantive and procedural rights applicable to mandatory arbitration of statutory claims shall be observed in arbitration conducted pursuant to this Section 15 (e.g., the right to more than minimal discovery, payment of all costs of the arbitration by the Individual Employer, including the arbitrator's fee, a written award, etc.). The impartial arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings and shall be authorized to award any and all remedies otherwise available by law. All Statutory Claims subject to this Section 15 shall be resolved on an individual employee basis and may not be brought as a class, collective or representative action. The impartial arbitrator shall not have the authority to fashion a proceeding as a class, collective or representative action, to award

relief to a group or class of employees in one grievance or arbitration proceeding, and under no circumstances may the impartial arbitrator hear or preside over any class, collective, or other claim joined by or consolidated with another person's or entity's claim, unless all parties agree in writing. The class, collective, and representative action waiver shall be severable from this Agreement if there is a final judicial determination that the waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class, collective or representative action must be litigated in a civil court of competent jurisdiction – no in arbitration – but the portion of the waiver that is enforceable shall be enforced in arbitration. The impartial arbitrator shall have the authority to apply the applicable Federal, state, or local law to the statutory claim(s). A decision of the impartial arbitrator shall be final and in writing stating the essential findings of fact and conclusions of law, and binding upon the aggrieved employee and the individual Employer.

- G. Except for the agreement to waive class, collective, representative actions, which has its own severability clause, if a court of competent jurisdiction finds any term or clause in this Section 15 to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this Section 15 valid and enforceable so as to preserve the Section and the Parties' intent to the fullest possible extent.
- H. This Section 15 applies to any class and/or individual claims, including individual PAGA claims that arise or are pending during the term of the parties' current collective bargaining agreement, regardless of when they were filed with any court or administrative agency.

ARTICLE 20

STRIKE OR LOCKOUT

Section 1. During the life of this Agreement, there shall be no stoppage of work, strike or lockouts except as specifically permitted by Article Seventeen, Section 13. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer part to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE 21 LIMITATIONS AND EXCLUSIONS

Section 1. All terms and conditions set forth in the Master Labor Agreement with Glass and Glazing Contractors, effective **October 1, 2023** through **September 30, 2026**, are incorporated by reference herein, except as limited in this Agreement and excluding those listed below:

Article Fourteen

Disability Plan, Section 2

Article Twenty-Two

Classification and Wages

ARTICLE 22 DURATION

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

This Agreement shall become effective on October 1, 2023 and shall remain in effect until September 30, 2026 and from year to year thereafter unless a sixty (60) day written notice is given by either party requesting modification and/or termination.

**PAINTER AND ALLIED TRADES
DISTRICT COUNCIL 36**

**SOUTHERN CALIFORNIA GLASS
MANAGEMENT ASSOCIATION**

X

SIGNATURE

Sammy Alvarez

PRINT NAME & TITLE

DATE

10/2/23

X

SIGNATURE

Deveney Pula

Deveney Pula, CEO, SCGMA

PRINT NAME & TITLE

9/30/2023

DATE