

Agreement

Between

**PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL NO. 51**

of the

**INTERNATIONAL UNION
OF PAINTERS AND
ALLIED TRADES, AFL-CIO, CLC**

and the

**GLASS, GLAZING, ARCHITECTURAL
METALS, PANELS & CAULKING
CONTRACTORS**

**of Washington, D.C., Maryland,
Virginia, and Vicinities**

2022 – 2023

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AGREEMENT

This Agreement made and entered into this 1st day of June 2022, by and between the undersigned glass and glazing contractors, hereinafter referred to as Contractor or Employer, and Painters and Allied Trades District Council No. 51, hereinafter referred to as the Union.

WHEREAS, the purposes of this Agreement are to establish harmonious relations and uniform conditions of employment between the parties hereto, to promote the settlement of any labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training and Journeyman Education Program, to promote efficiency and economy in the performance of Glass and Glazing, and generally to create and maintain an atmosphere of Labor/Management cooperation for the parties hereto, for their mutual advantage and for the protection of the investing public; and ensure fair and equal employment opportunities regardless of race, creed, age, sex, or national origin.

WITNESSETH ARTICLE I RECOGNITION

SECTION 1.

The Employer hereby recognizes Painters and Allied Trades District Council 51 as the sole and exclusive bargaining agent, within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”), of all employees of the Employer covered by this collective bargaining agreement, in all classifications of work described by the International Union of Painters and Allied Trades International Constitution Section 6. Such recognition is predicated on the Union’s demand for such recognition pursuant to Section 9(a) of the Act, and on the Union’s presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union’s showing and agrees that it reflects the employees’ desire to be represented by the Union under Section 9(a) of the Act.

ARTICLE II JURISDICTION

SECTION 1.

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS

General Glazing will include, but not to be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, Carrara glass, all types of opaque glass, glass chalk boards, structural glass, curtainwall systems, louvers, tempered and laminated glass, Thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures; (2) the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyl, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntin's, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assemblies such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where glass becomes an integral part of the finished product, including the maintenance of all the above; (5) bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated

units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

SECTION 2.

ALL TOOLS, EQUIPMENT AND MATERIAL

1) The handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work; (2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall include, but not be limited to, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same.

SECTION 3.

RELATED WORK

Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any type debris caused by or during the preparation and/or application of any work described in this Section.

SECTION 3.

TECHNOLOGICAL IMPROVEMENTS, ADVANCEMENTS, NEW OR SUBSTITUTE SYSTEMS OR PROCESSES AND/OR NEW OR SUBSTITUTE MATERIALS:

The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or

incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

ARTICLE III CLASSIFICATIONS & DEFINITIONS

SECTION 1. EMPLOYER/CONTRACTOR

An **EMPLOYER/CONTRACTOR** is defined to be an individual, firm, partnership, or corporation, its heirs or their assigns or purchaser, whose business is in the painting, drywall finishing, wall covering, sign painting, glass and glazing or any other work classification covered under the scope of this Agreement.

SECTION 2. UNION

The **UNION** is defined as The International Union of Painters and Allied Trades District Council 51.

SECTION 3. WORKER CLASSIFICATIONS

A. JOURNEYPERSON

A **JOURNEYPERSON** is defined as an individual who has satisfied the requirements of the Entrance Evaluation or graduated from a registered Apprenticeship Program in order to advance to Journeyman status and demonstrates their proficiency as a mechanic to perform duties pertaining glass and glazing industry.

B. APPRENTICE

An **APPRENTICE** is defined as one who is learning the glazing trade and who has registered with the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities and has been accepted by that Committee, and who is working in the trade and has not graduated from apprenticeship school. Ratio: 3 Journeymen to 1 Apprentice.

ARTICLE IV UNION SECURITY

SECTION 1.

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later.

SECTION 2.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

SECTION 3.

If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

SECTION 4.

In those instances where this Article may not be validly applied, the Employer agrees to recommend to all employees that they become members of the Union and maintain such membership during the life of this Agreement, to refer new employees to the Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

ARTICLE V FUNCTIONS OF MANAGEMENT

In the exercise of its function of management, the Employer shall have the right to plan, direct and control operations of all its work, hire employees, direct the working forces in the field,

assign employees to their jobs, discharge, suspend or discipline for proper cause (proper cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism) transfer, promote or demote employees, lay off employees because of the lack of work, or for other legitimate reasons, require employees to observe the Employer's rules and regulations not inconsistent with this Agreement, institute a fair and consistently applied drug policy, regulate the amount of equipment used and the use of equipment and other property of the Employer, decide the number of employees needed; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

On work as defined under Article II, the Employer and the Union recognize the necessity of promoting efficiency and agree that no local rules, customs or practices shall be permitted that limit production or manpower required to do the work and that no limitations shall be placed on the amount of work which an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use where required or necessary to perform an acceptable job in accordance with specifications of the appropriate agency and where all proper safety regulations are enforced.

ARTICLE VI OUT OF GEOGRAPHIC JURISDICTION WORK

SECTION 1.

The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area.

SECTION 2.

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of this industry and the affiliated Local Unions in that jurisdiction, including, but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current

effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any shall be paid to the employees as additional wages. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

ARTICLE VII COMPLIANCE WITH LAWS AND REGULATIONS

SECTION 1.

The Employer shall carry Workers' Compensation Insurance and such other insurance as may be required by the laws of the District of Columbia and the States within the geographical jurisdiction of District Council No. 51 and shall furnish proof thereof to the representatives of the above-named District Council No. 51.

SECTION 2.

The Employer agrees to furnish proof upon request to District Council No. 51 and its representatives that he is in compliance with all laws governing liability to his employees, Workers' Compensation, and any other laws now in effect or which may be enacted in the future for the benefit and protection of labor. The Contractor also agrees upon request to furnish proof to the District Council No. 51 as to his contributions to all Trust Funds referred to in this Agreement and to the Joint Trade Board, as required by this Agreement.

**ARTICLE VIII
PAST PRACTICE CLAUSE**

The Employer agrees that all conditions of employment in the Employer's operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**ARTICLE IX
NON-DISCRIMINATION CLAUSE**

The Employer and/or the Union shall not discriminate against any person because of union membership, or union activities, or on account of age, race, color, sex, national origin, ancestry, religion or sexual preference in the hire, discharge, transfer, layoff, discipline or in the assignment of jobs or with respect to any other terms and conditions of employment.

**ARTICLE X
SUPREMACY CLAUSE**

The Employer agrees not to enter into any agreement or contract with his or her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE XI
SUBCONTRACTING CLAUSE**

SECTION 1.

The Employer shall not contract out or subcontract any work covered by this Agreement to any subcontractor or other person unless that subcontractor or other person is a party to a Collective Bargaining Agreement with a District Council or Local Union affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC.

SECTION 2.

In the event the Employer subcontracts any job site work covered by this Agreement, the Employer shall be a guarantor of performance by the subcontractor of all terms and conditions of said subcontractor's Agreement with the Union; or, in the absence of such an Agreement, of all terms and conditions of this Agreement. In the event, the Employer shall be liable to the Union

for any act or omission of the subcontractor which in any way departs from or is inconsistent with the terms of said subcontractor's Agreement with the Union; or, in the absence of such Agreement, with the terms and conditions of this Agreement.

SECTION 3.

The Employer may subcontract work to other parties in order to control its risk with warranties, and to address particular manufacturer's requirements, provided that before doing so the Employer demonstrates to the satisfaction of the Union that the subcontracting is essential for the foregoing purposes.

**ARTICLE XII
PRESERVATION OF WORK**

SECTION 1.

To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

SECTION 2.

All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay: 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this

Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

SECTION 3.

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

ARTICLE XIII SUCCESSOR CLAUSE

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sales, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to

require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

ARTICLE XIV GENERAL SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE XV GENERAL CLAUSES

SECTION 1.

District Council No. 51 shall have full authority to modify the terms and/or conditions of this Agreement, to pinpoint, maintain and/or organize work opportunities covered under the scope of this Agreement for its duration.

SECTION 2. ACCRETION CLAUSE

This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including but not limited to newly established or acquired operations.

SECTION 3. PICKET LINE CLAUSE

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's own places of business or jobs.

SECTION 4. STRUCK WORK CLAUSE

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

SECTION 5. SUPPORT OF PRIMARY ACTIVITY

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE XVI HIRING PROCEDURE

SECTION 1.

The Union will be the sole and exclusive source of referrals of applicants for employment with signatory employers for all worker classifications.

SECTION 2.

The Employer shall have the right to reject any applicant for employment.

SECTION 3.

The Union shall select and refer all qualified applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of the Union membership policies or

requirements. All such selection and referral shall be in accordance with the following procedure.

SECTION 4.

The Union shall maintain a register of applicants for employment. Applicants shall be listed in chronological order of the dates they register. If the registration list is exhausted, and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union promptly of the names, addresses and Social Security numbers of such directly hired employees.

A member in good standing may seek his or her own employment with a local signatory Employer, provided the member informs the Union immediately if hired. They may also seek work to advance their status as a foreman with another signatory employer.

SECTION 5.

Employers shall advise the Union of the number of qualified applicants needed, the work to be performed, the work or project location, the starting time, the name of the person the applicant is to report to, the name of any individual that the Employer requests by name who was formerly employed by the Employer and any special skills or abilities involved. The Union shall refer qualified applicants to the Employer by the order of their places on the register and provide the employer with a Referral Placement Form, via fax, e-mail, or some other form of electronic communication, which shall contain the name, classification, wage rate, start date, starting time, the work or project location, and person the applicant is to report to, work to be performed and whether there are any special skills or certifications required, or whether the qualified applicant was requested by name because of being formerly employed by the employer. No member shall be allowed to by-pass the referral procedure.

SECTION 6.

Any applicant who is rejected by the Employer shall be returned to his/her appropriate place on the register and shall be referred to other employment in accordance with the position on the register.

SECTION 7.

The only exceptions which shall be allowed in this order of referral are as follows: 1) When the Contractor states bona fide requirements for special skills and abilities in the request for applicants, the District Council shall refer the first qualified applicant on the register possessing such skills and abilities; 2) The Employer may request any member of the Union regardless of that member's position on the register, who was formerly employed by the Employer.

SECTION 8.

When any member is laid off, voluntarily quits, is discharged or terminated for just cause the employer will furnish notification of such by submitting a Lay-Off – Voluntarily Quit - Termination Form to the District Council, via fax, e-mail, or some other form of electronic communication, which shall contain the name of the company, the name and social security number of the member that is being laid off, or quit, or was terminated. The reason for the lay-off or termination, whether the member can be referred to the employer in the future or be placed on the do not send list, and any other information that will explain the employer's decision or actions.

SECTION 9.

Should any member referred for employment be terminated for just cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

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

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee

determine, following inquiry of 04investigation, in its sole and complete discretion, that equity requires such action.

SECTION 10.

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

SECTION 11.

A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Unions and in the offices of the Employers who are parties to this Agreement.

**ARTICLE XVII
SAFETY & CODE COMPLIANCE**

SECTION 1.

The Employer must abide by all rules and regulations established by OSHA and all other applicable safety rules and regulations. No employee will be dismissed or otherwise disciplined for refusal to work under unsafe conditions and will suffer no lost work when other work is available with the employer.

SECTION 2.

Safety rules and regulations, including those, which may have been established by the Client and the Employer, shall be adhered to at all times as a condition of employment. Minimum standards provided by Federal, State and Local regulations shall be complied with. The Union recognizes that the responsibility for the establishment of safety rules and their enforcement rests with the Employer. The Union and the Employer agree that the enforcement of safety rules is to the mutual benefit of both and any questions concerning such rules will be appropriate subjects for discussions with the District Council and/or for processing under the Grievance Procedure of Article XXIII.

SECTION 3.

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with all safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union or District Council liable to any employees or to

any other persons in the event that work-related disease, sickness, death, injury or accident occurs. Questions arising under this Article will be appropriate subjects for discussion with the District Council and/or for processing under the Grievance Procedure of Article XXIII.

SECTION 4.

The Employer shall notify the Union sixty (60) days in advance of any changes in conditions of employment that may affect the health and safety of employees.

SECTION 5.

Except as clearly and specifically required by law or regulation, the Employer shall not require any employee to sign a form or statement dealing with health and safety, hazards in the workplace, or instruction and training relating to hazards in the workplace, unless that form or statement has been negotiated with and agreed upon by the Union.

SECTION 6.

The Employer may require employees to attend Journeyman Upgrading and Health and Safety certification classes when offered by the Union.

**ARTICLE XVIII
HEALTH & SAFETY AND SKILL ENHANCEMENT TRAINING
JOURNEYPerson UPGRADE TRAINING CLAUSE**

A program shall be offered by the District Council Apprenticeship Program for advanced or upgraded journeyman training for all journeymen working under this Agreement.

Journeymen shall be required to take such courses in accordance with the following rules:

All active Journeymen may complete health & safety or skill enhancement training classes, annually, after work hours. Journeymen shall be required to take such courses in accordance with the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities' Agreement and Declaration of Trust.

**ARTICLE XIX
ORGANIZING OBLIGATION**

When any member is notified to report for organizing activities by the District Council, the Employer agrees to accommodate any employee with the appropriate time off to fulfill their obligations under the mandatory organizing activities implemented by the District Council.

ARTICLE XX STEWARDS

SECTION 1.

Stewards shall be designated in all shops by the Union. The duties of the Stewards shall be as follows: (1) to see that the provisions of this Agreement are observed; (2) to receive and endeavor to adjust at the first step, all grievances which may be submitted to them. The Stewards shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any Steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the Steward or giving evidence with respect to an alleged violation of this Agreement. In the event that a particular job or project should be identified by the District Council to require a steward, the Steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of Steward. Top seniority shall only apply with respect to lay-off and overtime. With the exception of the foreman or supervisory personnel placed in charge of a job, the steward shall be the last to be laid off. The Steward shall perform work in the same manner as any other employee and shall cooperate with the supervisor to expedite the progress of the work. Stewards may be relieved of their duties at any time at the discretion of the Union or when they do not possess the qualified skills to perform the work available.

SECTION 2.

It shall also be the duty of the Steward to see that all employees have their working cards or permits.

SECTION 3.

The Union reserves the right to withdraw employees covered by this Agreement from any job where the Stewards or Business Representatives or Business Manager/Secretary-Treasurer of the District Council are prohibited, either from entering upon the premises of the job to inspect and investigate working conditions, or from conducting an adequate inspection, investigation and report of such working conditions.

ARTICLE XXI
TRUST FUNDS, CONTRIBUTIONS, COLLECTIONS AND SECURITIES
SECTION 1.

A. FRINGE BENEFIT CONTRIBUTIONS

No later than the twentieth (20th) day of each and every month the Employer shall mail to the Trustees of their designated depository, a check or checks being made payable as designated to cover payment for the previous month to the Health and Welfare Fund, Pension Fund, Apprenticeship and Training Fund, Political Action Fund, Administrative Dues Check-Off, Organizing Fund, and any other fund that is established within this Agreement. In addition, the Employer will properly complete and mail such forms and records as designated by the Trustees of said Fund. Each or any of the Funds referenced in this Agreement may engage a certified public accounting firm to periodically audit the books, payroll and wage records of any contributing Employer(s) for the purpose, of verifying contributions and deductions due and owing to the respective Fund(s) and/or liabilities for contributions due and owing to such Fund.

In the event such audit discloses for any period a deficiency in the payments reported and paid/not paid and the outstanding deficiency owed is greater than 10% of the amount originally reported for such period under this Agreement, the cost of the audit will be borne by the Employer.

In addition to all other remedies available to the parties and/or the various Fringe Benefit Funds with respect to “delinquent” Employers, the Union may treat any failure by an Employer to satisfy a delinquency as a breach of this Agreement. In such event, the Union may, in addition to any other remedy that may be available to it, and without being limited by any “no strike” obligation that may appear in this Agreement or be implicit in its terms, remove its members from any job(s) of such delinquent Employer. A removal of manpower by the Union, pursuant to this provision, shall not be construed as a “termination” of this Agreement with respect to any affected Employer.

B. CENTRAL COLLECTION SYSTEM CLAUSE

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

C. BONDS/SECURITY FOR FUND PAYMENTS

The sum of one thousand five hundred dollars (\$1,500) or a surety bond may be required of not less than five thousand dollars (\$5,000) and no more than fifty thousand dollars (\$50,000), at the discretion of District Council 51, in guaranteeing payment of any wages, fringe benefits and deductions by any signatory Employer.

In lieu of a “bond”, a “Letter of Credit” or “Certified Check” to be held in escrow (no interest to be paid) is acceptable. The amount of which may be adjusted for new Employers at the discretion of the District Council. The District Council and/or Trustee’s may require accelerated payments if any Employer(s) payments are irregular.

SECTION 2.

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES UNION AND INDUSTRY PENSION FUND AND INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES UNION AND INDUSTRY ANNUITY PLAN

The only agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

- A. Commencing with the 1st day of June 2019, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the

International Union of Painters and Allied Trades Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

- a. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution in accordance with the schedule in Article XXIX Section 2 to the above-named Pension Fund and/or to the International Union of Painters and/or Allied Trades Union and Industry Annuity Plan.
 - b. For the purpose of this Article, 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.
 - c. 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. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.
 - d. The payments to the Pension Fund required above shall be made to the International Union of Painters and Allied Trades Union and Industry 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.
- B. Effective January 1, 2022, and each year thereafter, the Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union shall notify the employers of the new Pension rate each year. For example: If the increase a District Council negotiates for the upcoming year is \$1.50 for industrial painting and \$1.00 for commercial, and the current Pension contribution rate is \$5.00 per hour, the contribution rate shall become \$ 5.08 for industrial because 5 percent of \$1.50 is seven-and-a half cents and rounded up becomes \$.08 cents. The contribution for commercial will become \$ 5.05 because 5 percent of \$1.00 is .05 cents. The District Council could choose to make both Pension contribution rates \$5.08 in order to keep them uniform.

C. On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate Schedule 2” and adopt the following required increases to hourly Pension Fund contributions as allocated by the membership working under this Collective Bargaining Agreement:

-Effective June 1, 2022, there shall be an increase of 8.75% equal to .50 fifty cents above the existing hourly contribution rate of \$6.04. Effective December 1, 2024, there may be an increase of 11.25% equal to .71 seventy cents above the existing hourly contribution rate of \$6.04. The identified contributions will meet the outlined requirements of “Alternate Schedule 2” to contribute 20% (\$1.21) of the 2020 contribution rate.

CI. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

CII. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.

CIII. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, 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 of collection of the payments due together with attorney 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 that may be provided or set forth elsewhere in this Agreement.

CIV. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all

times to treat contributions to the International Union of Painters and Allied Trades Union and Industry Pension Fund as a deduction for income tax purposes.

SECTION 3.

THE PAINTERS AND ALLIED TRADES LABOR MANAGEMENT PARTNERSHIP

- A. Commencing with the 1st day of June 2019, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to The Painters and Allied Trades Labor Management Partnership (LMP) for each employee covered by this Agreement, as follows:
- a. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution in accordance with the schedule in Article XXIX Section 2 to the Fund in the amount of ten cents (\$0.10).
 - b. For the purpose of this Article, 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.
 - c. 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. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.
 - d. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.
- B. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
- C. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
- D. If an Employer fails to make contributions to the Fund within twenty (20) days after the date required by the Trustees, 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 of collection of the payments due together with attorney 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.

SECTION 4.

HEALTH AND WELFARE FUND

- A. The parties to this Agreement agree to maintain a Trust Fund known as the IUPAT District Council No. 51 Health and Welfare Fund. The purpose of this Fund is to provide life insurance, sick benefits, hospitalization, medical fees, accident, surgical and dismemberment benefits for, but not limited to, eligible journeypersons, apprentices, and their families, in such form and amount as the Trustees of the Fund may determine.
- B. The Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust together with any amendments thereto which may be adopted shall be considered as part of this Agreement as though set forth here in full. The parties to this Agreement agree to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust.
- C. The Employer agrees to contribute an amount for each hour worked, including overtime hours, by each journeyperson and apprentice, in their employ to the Trust Fund at such time and in such manner as the Trustees require. The Trustees shall have the authority to have a representative selected by them audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Trust Fund. The contribution required herein shall be sent to the administrator of the Trust Fund in accordance with the schedule detailed in Article XXIX Section 2.
- D. Each Employer may be required to have on deposit with the Trustees of the Trust Fund the sum of one thousand five hundred dollars (\$1,500) or a Surety Bond in the amount of five thousand dollar (\$5,000), as a minimum and not to exceed an amount of fifty thousand dollars (\$50,000) on the date of signing this Agreement. In lieu of a "bond", a "Letter of Credit" or "Certified Check" to be held in escrow (no interest to be paid) will be acceptable. Once any of the acceptable forms of deposit have been made, the

Employer will not be required to make such a deposit again, unless a violation for non-payment has been committed whereby the Trustees are required to file a claim against the original Bond, Certified Check or Letter of Credit, for which the Trustees may then order the Employer to post a new or higher deposit amount, or as the Trustees otherwise deem appropriate under the circumstances.

- E. All Employers from jurisdictions other than the jurisdiction of District Council No. 51 may be required to deposit with the Trustees at the time they become parties to this Agreement the sum of one thousand five hundred dollars (\$1,500) or a Surety Bond, Certified Check, or Letter of Credit in the amount of five thousand dollar (\$5,000), as a minimum, and not to exceed an amount of fifty thousand dollars (\$50,000) with the Trust Funds. Such Employers from other jurisdictions shall contribute to the Trust Fund currently an amount for each hour worked, including overtime hours each journey person and apprentice, including temporary employees in their employ; in accordance with the schedule detailed in Article XXIX Section 2; provided, however, that upon the completion of jobs to be performed within the jurisdiction of District Council No. 51, such deposit may be credited against the per hour contributions owed for the final period and the excess deposit, if any, as of the time of final payroll period shall be returned to the aforesaid Employer.
- F. An Employer who fails to make contributions to this Trust Fund on the due date (20th of each month) and in the manner determined by the Trustees shall be considered to have violated this Agreement and may be rendered ineligible to hire members of the Union, as determined by the Union, provided that such ineligibility shall not serve to terminate this Agreement and shall not relieve the Employer from its continuing obligation to comply with the terms of this Agreement. The Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, including the removal of manpower. The Employer shall be liable for all statutory remedies available under ERISA statute 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection of the payments due plus attorneys' fees and costs. The Employer's liability for payment of any amount under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be set forth in this Agreement;

however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.

SECTION 5.

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 51 VACATION FUND

The Agreement between the Employer(s) and Union parties to this agreement regarding payments to the International Union of Painters and Allied Trades District Council No. 51 Vacation Fund (“Vacation Fund”) is as follows:

- A. Commencing with the effective date of this agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades District Council No. 51 Vacation Fund for each employee covered by this Agreement, as follows:
 - a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in accordance with the schedule in Article XXIX Section 1 to the Vacation Fund.
 - b. Contributions shall be paid on behalf of any employee in accordance with the Vacation Fund Plan document. “Employee” includes, but is not limited to, apprentices, journeypersons, and utility workers.
 - c. The payments to the Vacation Fund should be made to the International Union of Painters and Allied Trades District Council No. 51 Vacation Fund, established under an Agreement and Declaration of Trust, effective March 15, 2016. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though it had actually signed the same.
- B. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the Vacation Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
 - a. The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Vacation Fund such Trustees as are now serving, or who will in

the future serve, as Labor Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

- b. The parties hereto further agree to be bound by all actions taken by the Trustees of the Vacation Fund pursuant to the said Agreement and Declaration of Trust.
- C. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Vacation Fund.
- D. If an Employer fails to make contributions to this Trust Fund on the due date (25th of each month) and in the manner determined by the Trustees, such failure shall be deemed a violation of this agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Contractor shall be liable for all statutory remedies available under the ERISA statute, 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection including attorney's fees and costs. The Contractor'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; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.

SECTION 6.

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES FINISHING TRADES INSTITUTE FUND (IUPAT-FTI)

The Agreement between the Employer(s) and Union parties to this agreement regarding payments to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) is as follows:

- A. Commencing with the 1st day of June 2019 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) for each employee covered by this Agreement, as follows:

- a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in accordance with the schedule in Article XXIX Section 2 to the above-named Apprenticeship Fund.
 - b. Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeypersons, and utility workers.
 - c. The payments to the Apprenticeship Fund required above should be made to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) which was established under an Agreement and Declaration of Trust, effective February 2005. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though it had actually signed the same.
- B. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI) such Trustees as are now serving, or who will in the future serve, as Employer Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
- C. The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI) such Trustees as are now serving, or who will in the future serve, as Labor Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
- D. The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT FTI) pursuant to the said Agreement and Declaration of Trust.
- E. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

- F. If an Employer fails to make contributions to this Trust Fund on the due date (20th of each month) and in the manner determined by the Trustees, such failure shall be deemed a violation of this agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Contractor shall be liable for all statutory remedies available under the ERISA statute, 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection including attorney's fees and costs. The Contractor'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; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.
- G. The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for income tax purposes.

SECTION 7.

FINISHING TRADES INSTITUTE OF MARYLAND, VIRGINIA, WASHINGTON DC AND VICINITIES

- A. The Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities is hereby established for the sole purpose of training and educating apprentices and journeypersons. The fund shall be governed and controlled by the Board of Trustees of the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities and will establish eligibility requirements for all applicants for apprenticeship. Terms of apprenticeship shall be described in the Standards of the Training Committee(s).
- B. The Program for which the Fund is to be administered by the Board is as follows: To promote the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities established and maintained by the parties to this fund by rendering assistance thereto by various means including the supplying of promotional materials for the

Program, educational and training materials for use in conducting the Program, and administrative assistance in the conduct of the Program.

- C. The Employer hereby agrees to make contributions and deductions at the then current amounts as set forth in Article XXIX Section 2 of for each hour or portion thereof, for which an employee receives pay and submit same to the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities.
- D. An Employer who fails to make contributions to this Trust Fund on the due date (20th of each month) and in the manner determined by the Trustees shall be considered to have violated this Agreement and may be rendered ineligible to hire members of the Union, as determined by the Union, provided that such ineligibility shall not serve to terminate this Agreement and shall not relieve the Employer from its continuing obligation to comply with the terms of this Agreement. The Union or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Employer shall be liable for all statutory remedies available under ERISA statute 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection of the payments due plus attorneys' fees and costs. The Employer's liability for payment of any amount under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be set forth in this Agreement; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.
- E. CONDITIONS FOR WORKING APPRENTICES SHALL BE:
 - a. All apprentices shall be trained in accordance with both Federal and State Apprentice Regulations.
 - b. Any apprentice employed will be indentured within 90 days of the date employed. He or she at all times during the work shift will work under the supervision of a journeyman. All apprentices must attend related instruction for a period of and at a place designated by the Finishing Trades Institute of Maryland, Virginia, Washington DC and Vicinities and Trustees. All Employers agree to and support

the Committee's and/or Trustees' obligations and decisions on training and educating apprentices.

F. All signatory employers shall comply with all State and Federal laws, specifically, Federal Act, 29 Code of Federal Regulations-Part 30.

G. Each Employer shall employ and train apprentices at a ratio of one (1) apprentice to every three (3) journeypersons employed by the Employer, with approval of the District Council such ratio may be increased to one (1) apprentice to everyone (1) journeyperson.

H. APPRENTICE WAGES, FRINGE BENEFITS AND DEDUCTIONS

a. Apprentices shall be paid a percentage of the Journeyperson's Base Rate with all then current fringe benefit contributions and deductions as set forth in Article XXIX Section 2.

Apprentices shall be paid the "appropriate" percentage of the Journeyperson's wage rate as follows:

| | | | |
|----------------------|-----|----------------------|-----|
| 1 st Year | 60% | 3 rd Year | 80% |
| 2 nd Year | 70% | 4 th Year | 90% |

I. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreement and Declaration of Trusts, as amended from time to time.

J. If an Employer fails to make contributions to this Trust Fund on the due date (20th of each month) and in the manner determined by the Trustees, such failure shall be deemed a violation of this agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the Contractor shall be liable for all statutory remedies available under the ERISA statute, 29 U.S.C. 1132(g)(2), including interest, liquidated damages equal to 20% of the delinquent principal, audit costs, and all costs of collection including attorney's fees and costs. The Contractor'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; however, the Trustees may in their discretion submit disputes regarding collections, liquidated damages and any and all amounts due to the Trust Funds to arbitration through the American Arbitration Association.

SECTION 8.

POLITICAL ACTION TOGETHER

The Employer(s) agree to deduct from employees' wages five cents (\$0.05) per hour. These five cents (\$0.05) per hour is to be contributed to the Political Action Together Fund of the International Union of Painters and Allied Trades. Employers party to this Agreement hereby agree to honor authorizations for check-off of political contributions from all employees who are Union members in the following form:

**AUTHORIZATION FORM FOR CHECK-OFF
POLITICAL CONTRIBUTIONS**

"I hereby authorize my employer to deduct from my pay the sum of five (\$0.05) for each hour worked and to forward that amount to the PAT Political Committee, c/o International Union of Painters and Allied Trades, 7234 Parkway Drive, Hanover MD 21076. This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by notifying my employer, PAT Political Committee and District Council No. and/or Local Union No. _____ in writing of a desire to do so."

Name _____

Signature _____

Social Security _____

SECTION 9.

MARYLAND HEALTHY WORKING FAMILIES ACT

The parties clearly, unmistakably and expressly waive any and all rights and requirements under the Maryland Healthy Working Families Act (the Maryland earned sick and safe leave law) on behalf of any employees covered by this Agreement, for the full term of this Agreement and for any extensions or renewals.

ARTICLE XXII JOINT TRADE BOARD

- A. A Joint Trade Board consisting of a minimum of four (4) and no more than five (5) members designated by the District Council and a minimum of four (4) and no more than five (5) members designated by the Employers is hereby established. It is agreed to add equal portions along with any other Employer the Union may in the future recognize, all decisions shall be decided by a majority vote of all present, of which shall be final and binding to all parties to this Agreement.
- B. The members shall designate one to act as Chairman and one as Secretary, provided that every twelve (12) months the Chairman and Secretary shall be alternated between the Contractor and Union members of the Board. Both parties shall designate alternates to attend Board meetings in the place of regular members who may be absent or against whom charges may be filed. Not less than two (2) members (or their alternates) from each group must be present to constitute a quorum. Each member (or alternate) present shall be entitled to one vote, but in no event shall the members from one group cast more votes than those from the other. Members of the Board shall serve at the pleasure of the party making the designation. It shall be the duty of the parties to fill vacancies within five (5) days after they occur.
- C. The Board shall meet on the second Thursday every other month or any other times as designated by the Chairman and Secretary. The Board shall hold special meetings at the request of any member, within seven (7) working days of written notification.
- D. The duties of the Board shall include the processing, investigation and determination of grievances, disputes and alleged violations of the Agreement.
- E. The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give

force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conducting of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

- F. No Board member shall sit as a Board member in any case involving themselves, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.
- G. Decisions, awards, or orders of the Joint Trade Board shall be final and binding.
- H. The Board shall maintain full and complete records and minutes of its proceedings which records, and minutes may be inspected at reasonable times by the parties to this Agreement when requested.
- I. BETTERMENT OF THE INDUSTRY
 - a. All matters considered beneficial to the Industries, covered herein, not presently provided for in this Agreement, shall be referred to the Joint Trade Board for consideration and appropriate action for the betterment of the industry(s).

ARTICLE XXIII

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. JURISDICTION OF PROCEDURES

All complaints, disputes, controversies, claims or grievances (hereinafter referred to as a dispute) arising between the parties to the Agreement involving questions of interpretation, application, or breach of any part of this Agreement, or arising out of the contractual relations between the parties and their respective members shall, be resolved in the following manner:

Step 1 - In the first instance, the job or shop steward shall register a grievance with the foreman on the job. The Employer has three (3) working days to answer this grievance. If the grievance cannot be resolved at this step it shall proceed to Step 2.

Step 2 - A District Council 51 Representative will meet with the foreman on the job. If the grievance cannot be resolved at this step within five (5) working days, it shall proceed to Step 3.

Step 3 - The Company Representative will meet with a committee appointed to hear this grievance at District Council 51's office. The Committee shall render a decision within three (3) working days of the meeting. If the Company does not agree with this opinion it has three (3) working days to write its reasons why it disagrees with the opinion of the Committee. If the Committee disagrees with the written response by the Company, the Business Manager/ Secretary Treasurer will proceed to Step 4 and file for a Joint Trade Board Meeting.

Step 4 - From the time that either party files for a "Joint Trade Board Meeting", the Board must convene within five (5) working days. The Joint Trade Board must render its decision within three (3) working days. The decision of the Board will be final and binding on the parties. If the Employer refuses to comply with a final and binding decision issued at the Joint Trade Board level, the District Council will have the right to direct Employees of such Employer to refrain from work. If the "Joint Trade Board" cannot resolve the grievance, at this level: either party can file for arbitration with the American Arbitration Association (AAA), within ten (10) working days.

During the pendency of the Board's decision, there shall be no cessation of work of any type or description nor shall the Employer lock out any Employee.

Step 5 - Arbitration

The American Arbitration Association will submit a panel of Arbitrators from whom the parties shall select an Impartial Chairman in accordance with the Rules and Regulations of the American Arbitration Association to hear the dispute. The decision of the Impartial Chairman shall be final and binding upon all parties to the proceedings and to this Agreement.

If an Employer fails to comply with an Arbitration Award within three (3) working days after it has been rendered, the Union shall have the right, aside from other legal remedies available to it, to direct the Employees of such Employer covered by this Agreement to refrain from working for such Employer as long as he has failed to comply with the Arbitration Award, and such action by the Union and the Employees shall not be considered a breach or violation of this Agreement.

Upon issuance of the arbitrator's decision any party found in violation of this Agreement shall pay all the costs of the arbitration including administrative fees and the cost of an arbitrator.

This shall not include the legal fees of any party using the services of an attorney or any other professional service, which shall be the responsibility of the party(s) engaged.

With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may terminate this Agreement by forty-eight (48) hours written notice to such Employer.

ARTICLE XXIV

MARKET RECOVERY, ORGANIZING AND MAINTENANCE OF WORK

SECTION 1.

It is agreed to, that District Council 51 exclusively has full authority to modify the terms and/or conditions of this Agreement with Employers and/or owners for the purposes of obtaining, maintaining and/or organizing work opportunities for the members and crafts the IUPAT represents for any specific job sites, and/or types of work.

SECTION 2.

The market recovery, organizing, and maintenance of work language and rates of pay shall not be utilized on any category of work, for any trades where the work historically was being performed by members of the Union and/or signatory employers, where any union funds of any type or source are involved in funding the project, where prevailing rates apply that are equal to or greater than the non-market recovery rates for journeypersons in the Collective Bargaining Agreement; and on work which can be maintained by the Employer and the Union at the historically established rates and conditions.

SECTION 3.

It is agreed that Employers signatory to the Collective Bargaining Agreement will in no way discriminate, intimidate, threaten any disciplinary action such as job loss, or be used as a condition of employment against all present and future employees refusing to work under the guidelines of this Article or any other modified wage and fringe benefit package.

SECTION 4.

The market recovery, organizing and maintenance of work language is to be used to organize new work opportunities, recover work formerly performed by Union members and Employers, and/or to maintain present work opportunities for our members.

SECTION 5.

Any Employer signatory to this Collective Bargaining Agreement shall notify the District Council not less than two (2) working days prior to the bidding of a Market Recovery job, so as to provide the District Council with an opportunity to investigate whether the job in question qualifies for payment of Market Recovery rates.

In the event that the District Council believes that an Employer has improperly designed a job as receiving Market Recovery rates, then the District Council may submit a grievance pursuant to the Grievance Arbitration Procedure set forth in this Collective Bargaining Agreement.

The burden of proof in any arbitration concerning the applicability of Market Recovery rates shall be on the Employer to establish that the payment of Market Recovery rates on the job in question is proper. In the event that the Employer loses such arbitration, then the Employer shall be responsible for all fees of the American Arbitration Association, the fees and expenses and legal fees of the Council. Further, the Employer shall pay to the employees who performed the work on said job the full wage and benefit levels provided for in this Collective Bargaining Agreement.

**ARTICLE XXV
CHECK-OFF OF ADMINISTRATIVE DUES**

SECTION 1.

Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the District Council's bylaws and to remit said amount to the Union in the following manner:

- a. The Union will notify the Employer in writing of the amount of administrative dues specified in the bylaws and will submit to the Employer a copy of the District Council by-laws or the applicable by-law provision upon request.
- b. For each payroll period, the Employer will deduct from the total gross wages of each employee the amount specified in the by-laws based on the percentage of the then current total weekly gross wages during said payroll period and will accumulate said deductions to the end of the month.

c. On or before the 20th day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

SECTION 2.

When a signatory Employer performs a job within the jurisdiction of a union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto and the by-laws of that other union contain a provision for administrative dues or business representative “assessment,” the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative “assessment” in the amount stated in that other union’s by-laws, and shall remit said amount to that other Union. In that event, that other Union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 1 a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative “assessment” specified in its by-laws, and to submit to the Employer a copy of the by-laws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto, and the by-laws of that other Union contain no provision for administrative dues or business representative “assessment,” the Employer shall continue to be bound by Section 1.

SECTION 3.

The obligations of the Employer under Section 1 and 2 shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

SECTION 4.

At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the Employer, one copy retained by the employee, and the other returned to the Union, the form to be supplied such Employer by the Union.

SECTION 5.

On or before the 20th day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

**ARTICLE XXVI
DURATION CLAUSE**

SECTION 1.

This Agreement shall be in full force and effect for all parties signatory to this Agreement from June 1, 2019 to and including May 31, 2022 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to the expiration date of any subsequent contract year.

SECTION 2.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to the expiration date, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

GLAZIERS & CAULKERS
TRADE SPECIFICS
AND
WORKING CONDITIONS

ARTICLE XXVII
GEOGRAPHIC JURISDICTION

The Geographic Jurisdiction shall be determined by the General Executive Board of the International Union of Painters and Allied Trades. If during the life of this Agreement the General Executive Board of the International Union of Painters and Allied Trades adds or subtracts from the territory of District Council No. 51 then this Agreement shall be deemed modified to reflect such changes.

For the purpose of this Agreement the Maryland, Washington, DC and Northern Virginia area shall be defined as: The District of Columbia; the counties of Montgomery, Prince Georges, Charles, St. Mary's, Calvert, Anne Arundel, Howard, Baltimore, Carroll, Harford, Frederick, Washington, Cecil, Kent, Queen Anne's, Talbot, Caroline, Dorchester, Wicomico, Somerset, Worcester, and Accomack in the State of Maryland; the Cities of Alexandria, Arlington and Richmond, the counties of Arlington, Fairfax, Prince William, Loudoun, Fauquier, Stafford, Culpeper, Orange, Spotsylvania, Caroline, King George, Westmoreland, Richmond, Norfolk, Northumberland, Nottoway, Lancaster, King and Queen, King William, New Kent, Essex, Hanover, Louisa, Albemarle, Greene, Madison, Rappahannock, Fluvanna, Goochland, Middlesex, Accomack Amelia, Appomattox, Buckingham, Charles City, Charlotte, Chesterfield, Cumberland, Gloucester, Henrico, Mathews, Northampton, Powhatan, Prince Edward, Prince George, Brunswick, Dinwiddie, Greensville, Isle of Wight, James City, Lunenburg, Mecklenburg, Southampton, Surry, Sussex Chesapeake, Portsmouth, Virginia Beach, Newport News, Hampton, Suffolk and York in the State of Virginia.

ARTICLE XXVIII
HOURS OF WORK, HOLIDAYS AND OVERTIME

SECTION 1.

Eight (8) hours shall constitute a day's work. The regular workweek shall consist of five (5) days as follows: Monday through Friday. The working hours will be from 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. When required by the General Contractor, or upon mutual agreement between the Employer and the Union, the starting time may be adjusted. The scheduled workweek may be changed to ten (10) hours per day, four (4) days per week upon mutual agreement between the Employer and the Union.

SECTION 2.

Overtime shall be paid for all time worked in excess of forty (40) hours in any one week, except where there is a holiday during that week, in which case, overtime shall be paid after an employee has worked in excess of thirty-two (32) hours in a four (4) day workweek, or twenty-four (24) hours in a three (3) day workweek. All overtime shall be paid at the rate of time and one-half, except for work performed on Sundays and/or holidays, which shall be paid at double time. In the event that an employee works Sunday or hours designated as overtime during the week, and for reasons or conditions beyond their control, such as inclement weather, material delays, scheduling changes, or starting in the middle of the week, and they are not able to work the required hours

necessary to qualify for overtime in that workweek they shall still be entitled to receive overtime pay. This provision shall not be subject to Saturday make up.

If an employee who works overtime after eight (8) hours of work in a day has taken off any other day during the same work week due to sickness, emergency, or other, said employee must provide legal documentation to the Employer for his review (Accident report, Doctors slip, Death in family, etc.) during that same work week to keep entitled overtime. If the employee is off during the work week due to inclement weather or Employer's conditions as stated above the employee maintains his or her overtime. If neither of these conditions applies, the employee will lose the overtime pay. The Employer still is able to set up a four (4) ten (10) hour day work week.

SECTION 3.

Time lost during a workweek due to weather, Acts of God, or other conditions beyond management's control may be made up on Saturday (or Friday if four (4) ten (10) hour days have been scheduled) at the straight time rate. This assumes that the workweek begins on Monday and that time does not exceed forty (40) hours per week. Saturday make up will be subject to a voluntary option of the Employee requested to work by the Employer. Overtime will be worked only at the direction of the Employer. If an apprentice misses work due to a scheduled class, work done the following Saturday shall be paid as time and a half.

SECTION 4.

There shall be no pyramiding of overtime. The Employer will notify the Union previous to working overtime of the amount of employees required and the job location. All overtime must be reported to the District Council prior to working. The employees presently working on a project will be given first preference to work the overtime.

SECTION 5.

Holidays are to coincide with other crafts and are to be as follows: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day after Thanksgiving and Christmas Day. These holidays, except the day after Thanksgiving Day, shall be celebrated on the same day as holidays by the Federal employees.

SECTION 6.

When a holiday specified in Section 5 above falls on Saturday and is celebrated on Friday, or the holiday falls on a Sunday and is celebrated on Monday, the provisions of Section 2 shall apply on Friday or Monday.

ARTICLE XXIX

WAGES AND FRINGE BENEFIT CONTRIBUTIONS

SECTION 1. WAGE & FRINGE BENEFITS

Any portion of the negotiated increase(s) provided herein will be allocated at the proper time intervals at the District Council's discretion for the duration this Agreement.

SECTION 2.

The following schedule reflects changes effective June 1, 2022:

**IUPAT DISTRICT COUNCIL 51
COLLECTIVE BARGAINING AGREEMENT JUNE 1, 2019 – MAY 31, 2022**

**THE WASHINGTON DC, MARYLAND AND NORTHERN VIRGINIA AREA
GLAZIERS' WAGES, FRINGE BENEFIT CONTRIBUTIONS AND DEDUCTIONS**

*****WAGES AND FRINGES IN EFFECT – JUNE 1, 2019 – MAY 31, 2022*****

JURISDICTION: The District of Columbia; the counties of Montgomery, Prince Georges, Charles, St. Marys, Calvert, Anne Arundel, Howard, Baltimore, Carroll, Harford, Frederick, Washington, Cecil, Kent, Queen Anne, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland; the Cities of Alexandria and Arlington, the counties of Arlington, Fairfax, Prince William, Loudoun, Fauquier, Stafford, Culpeper, Orange, Spotsylvania, Caroline, King George, Westmoreland, Richmond, Northumberland, Lancaster, King and Queen, King William, New Kent, Essex, Hanover, Louisa, Albemarle, Greene, Madison, Rappahannock, Fluvanna, Goochland, Middlesex, Independent cities of Norfolk, Chesapeake, Portsmouth, Virginia Beach, Newport News, Hampton and Suffolk; and the following counties in Virginia: Brunswick, Dinwiddie, Greensville, Isle of Wight, James City, Lunenburg, Mecklenburg, Nottoway, Southampton, Surry, and Sussex in the State of Virginia.

HOURLY WAGES

| <u>JOURNEYPerson GLAZIER</u> | <u>EFFECTIVE 6/1/2019-5/31/2020</u> | <u>EFFECTIVE 6/1/2020-5/31/2021</u> | <u>EFFECTIVE 6/1/2021-5/31/2022</u> |
|--|--|--|--|
| Composite contractor rate (Glazier/Ironworker) | \$33.67 | \$1.40 Increase | \$1.40 Increase |
| Large Commercial (over \$2 million) | \$31.26 | \$1.20 Increase | \$1.20 Increase |
| Commercial (under \$2 million) | \$27.02 | \$1.20 Increase | \$1.20 Increase |
| Service & Maintenance | \$24.43 | \$1.20 Increase | \$1.20 Increase |

GLAZIER APPRENTICE - based on journeyperson wage rate

| | <u>COMMERCIAL</u> | <u>OVER \$2 MILLION</u> | <u>COMPOSITE CONTRACTORS RATE</u> |
|---|--------------------------|--------------------------------|--|
| First Year - 60% Journeyperson wage rate | \$16.21 | \$18.76 | \$20.20 |
| Second Year - 70% Journeyperson wage rate | \$18.91 | \$21.88 | \$23.57 |
| Third Year - 80% Journeyperson wage rate | \$21.62 | \$25.01 | \$26.94 |
| Fourth Year - 90% Journeyperson wage rate | \$24.32 | \$28.13 | \$30.30 |

FRINGE BENEFITS CONTRIBUTIONS are as follows:

| | <u>JOURNEYPerson</u> | <u>GLAZIER APPRENTICE</u> | | | |
|-----------------------------------|-----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> |
| IUPAT DC 51 Health & Welfare Fund | \$5.36 per hour | \$5.36 | \$5.36 | \$5.36 | \$5.36 |
| IUPAT Industry Pension Fund | \$6.04 per hour | \$0.63 | \$3.63 | \$4.13 | \$4.67 |
| DC 51 FTI | \$0.85 per hour | \$0.85 | \$0.85 | \$0.85 | \$0.85 |
| IUPAT FTI | \$0.10 per hour | \$0.10 | \$0.10 | \$0.10 | \$0.10 |
| LMP | \$0.10 per hour | \$0.10 | \$0.10 | \$0.10 | \$0.10 |
| DC 51 LMF | \$0.05 per hour | \$0.05 | \$0.05 | \$0.05 | \$0.05 |

EMPLOYEE DEDUCTIONS are as follows:

| | |
|--------------------------------|--|
| Administrative Dues Check-off: | Dues shall be deducted at the rate of six-point three two percent (6.32%) of all gross wages |
| Political Action Together: | \$0.05 per hour |
| Organizing Fund: | \$0.05 per hour |

IN ADDITION

| | | |
|-------------|------------------|------------------|
| Lead person | (3 -5 men) | \$1.00 per hour |
| Foreman | (6-10 men) | \$2.00 per hour |
| | (11-19 men) | \$4.00 per hour |
| | (20 or more men) | \$6.00 per hour |
| Parking | | \$7.00 w/receipt |

SECTION 3.

There shall be a ten-minute coffee break and half hour lunch period per shift. The lunch period is to be taken unless at management's discretion a change is permissible and such change is also agreed upon by everyone that works on that job. There shall be no retaliation against those that do not wish to forego a change to their lunch period.

SECTION 4.

Whenever an Employer calls an employee to work at any time between the hours of 7:00 a.m. and 4:00 p.m. in the regular workweek, the Employer shall pay such employee for four (4) hours regardless of the actual time worked by the employee within the period.

SECTION 5. SHOW-UP TIME

The company and the member must make every effort to contact one another during inclement weather. If an employee and the Employer are unable to contact one another, the employee will receive two (2) hours show-up time and he must remain on the job for two (2) hours.

SECTION 6.

On all construction jobs where the work is performed at the job site and three (3) or more and up to five (5) glaziers are used, one of the Journeyperson Glaziers on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Glazier shall receive one (\$1.00) dollar an hour more than the regular wage while he is acting in that capacity. On a multi-story building when glazing and store front operations are occurring simultaneously, there shall be one lead man for each crew providing that each crew consists of three or more men. Any Glazier placed in charge of a job must be a member in good standing of Glazier's Local No. 963.

On all construction jobs where the work is performed at the job site and six (6) or more and up to ten (10) glaziers are used, one of the Journeyperson Glaziers on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Glazier shall receive two (\$2.00) dollars an hour more than the regular wage while he is acting in that capacity.

On all construction jobs where the work is performed at the job site and eleven (11) or more and up to nineteen (19) glaziers are used, one of the Journeyperson Glaziers on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Glazier shall receive three (\$3.00) dollars an hour more than the regular wage while he is acting in that capacity.

On all construction jobs where the work is performed at the job site and twenty (20) or more glaziers are used, one of the Journeyperson Glaziers on such jobs will be placed in charge of the particular job by the Employer or his representative and said Journeyperson Glazier shall receive five (\$5.00) dollars an hour more than the regular wage while he is acting in that capacity.

The lead person and the foreman shall not hire or fire and will not keep individual count on members' production.

Some of the responsibilities of the lead person / foreman are to consist of the following:

- Lead person / Foreman are to direct all employees in their charge to do the job as expeditiously as possible and in the most efficient manner.
- Lead person / Foreman are to see that the employees work (8) hours for (8) hours' pay.
- Lead person / Foreman are to act as the liaison between the field and the office and communicate to the office any and all problems involving manpower and material that may arise on the job.
- Lead person / Foreman are to monitor crews starting and finishing times on a daily basis and be sure all the timecards are filled out and coded properly.
- Lead person / Foreman should be sure all mechanics have all necessary tools to do the job.
- Lead person / Foreman are to make every effort to act as management's arm as far as determining how the job is going and to keep the job running smoothly as far as the material and manpower are concerned.
- Lead person / Foreman are to see that all equipment is turned in on a daily basis and that the journeymen exhibit a very responsible approach to all tools and equipment.
- Lead person / Foreman shall be responsible for educating apprentices along with journeymen.

Other duties of the lead person / foreman will be specified by the Employer.

SECTION 7.

There will be no limit on the productivity required by an individual.

SECTION 8.

Pay Day: Wages and reimbursed expenses shall be paid simultaneously in cash or by check weekly. Employees shall have their pay by 3:30 or 4:00 p.m., respectively, depending on their actual starting time, on the designated payday. If employees have to go to the shop to pick up their pay, then they should have enough time to be there by 3:30 or 4:00 p.m. Employees will be paid mileage from the job to the shop. If employees are not paid on their designated payday, they will be paid overtime for each hour worked thereafter until paid, except in a case of an emergency. No company will be allowed to hold back more than five (5) days pay. The Employer has up to five (5) business days to process and pay their employees after the close of their regular payroll period. The day that time sheets are to be turned in the employee shall have enough time to get to the shop before 3:30 p.m. If not, then it shall be the responsibility of the Employer to pick up said time sheets. The employee shall be paid mileage from the job to shop, if taking time sheets to the shop.

SECTION 9.

Lay-Off: When employees are laid off, they shall be paid in full at the time of such layoff. If an employee is laid off and is not paid, he will receive four (4) additional hours pay at the regular straight time rate, provided the employee is on the job at 3:00 or 4:00 p.m. on the last working day prior to layoff. If the employee still does

not receive his pay within 24 hours after initial lay off the employee will receive four (4) additional hours compensation at the regular straight time rate, and four (4) additional hours for every 24-hour period of waiting time thereafter. In the event that there are problems when checks are mailed in lieu of hand delivering them to the jobsite, each occurrence will be considered to determine whether the above conditions apply.

SECTION 10.

Voluntarily Quit or Discharged Employees: If an employee should voluntarily quit or be discharged for just cause he will receive his pay at the end of the regularly scheduled pay period. If not received on their regular pay day then they will be entitled to receive four (4) additional hours pay at the regular straight time rate for each twenty-four (24) hour period they do not receive their pay, unless in possession of company equipment and/or materials. The employee shall be paid when said equipment and/or materials are returned to the Company.

SECTION 11.

An accredited representative of the Union shall have the authority to examine pay envelopes, stubs, stub books, timecard and complete records of payrolls pertaining to members in the employ of the Company with a twenty-four (24) hour notice. The Employer whose records are being examined shall have the right to appoint his own representative during the examination.

SECTION 12.

There shall be no mileage payable to anyone working within the jurisdiction of District Council 51 when first reporting to any one shop or job. Each glazier shall be paid thirty-five (.35) cents per mile when not riding in company-owned equipment within the jurisdiction of District Council 51 after reporting to any one shop or job and ordered to report for work at a different location. Employers may not ask employees to rent, lease or carry material in the employee's vehicle.

SECTION 13.

When it becomes necessary for an employee or employees to remain overnight, the employer shall provide reasonable accommodations to stay overnight, and each employee shall receive \$40.00 Per Diem per day.

SECTION 14.

On construction sites where free parking is not available, the Employer agrees to pay the parking fee and public transportation cost ie. (Uber, Cab, Bus, Metro) of eight-dollars (\$8.00) per receipt and to be reimbursed bi-weekly.

SECTION 15.

Architectural Glass & Metal Technician (AGMT)

- a. AGMT certified members shall receive \$1.00 (one dollar) more per hour.
- b. For a member to qualify for AGMT they must have 7000 hours of work experience with a reference from a signatory employer of the IUPAT, or 14,000 hours of experience.

- i. All AGMT certified members as of July 1, 2022, shall be grandfathered in and the above provision (b.) shall not apply.
- c. If an AGMT certified member is not performing to employers and unions expectations such as tardiness, no show, absenteeism, lack of skill set in tested areas of the AGMT, the following will apply:
 - i. 1st offense will be a verbal warning to the member and the contractor shall notify the Union of such warning.
 - ii. 2nd offense will be a formal write up from the employer. At the time such write up the Union Representative shall be present, and the following will occur:
 - i. Member will lose their \$1.00 (one dollar) per hour increase for 6 months
 - ii. After 6 months the member may appeal to the Joint Trade Board to have his or her money reinstated in writing to IUPAT District Council 51 4700 Boston Way Lanham, Maryland 20706. The Joint Trade Board shall have equal participation in have 2 Management members, 1 Union Representative, and 1 fellow AGMT certified peer.
 - iii. The Joint Trade Board shall respond to such appeal within 30 days of receiving the appeal with their decision. Joint Trade Board decisions will be sent by email and mail to the member appealing.
 - iii. Labor & Management will develop training requirements for the mandatory 12 hours per year to maintain the AGMT Certification by December 1, 2022. Such requirements will be attached as an addendum to this collective bargaining agreement.

SECTION 16.

National Commission for the Certification of Crane Operators (NCCCO) certified members shall receive \$1.00 (one dollar) per hour increase while operating equipment such as but not limited to glass manipulators, cranes, and other equipment used to perform the jurisdiction covered un this agreement.

ARTICLE XXX WORKING CONDITIONS

SECTION 1.

Glaziers and Apprentices will un-load, uncrate and distribute all materials to be installed by them, when such materials are delivered by common carrier. When delivered by company truck, the driver may unload provided they are a member of Glazier's Local No. 963 or approved by the District Council.

SECTION 2.

All Employers shall provide gang boxes for outside glazing, as prescribed by the District of Columbia Safety Code; this also applies to outside glazing in Maryland and Virginia.

SECTION 3.

Should any Journeyperson Glazier working on the inside of any shop on other than glazing work, the overtime shall be as per Article XXVIII Section 2.

SECTION 4.

Each Journeyperson Glazier shall be required to have in his possession a complete set of tools as listed: 25' Tape measure (or longer); Number 9 Mechanical Pencil; Small Pry Bar (Glazing Bar); Spiral Pocket Size Notebook; Tool Box; Claw Hammer; Pruning Shears (Cutters); No Bounce; Work Apron; Wonder Bar; Aviation Snips; Hack Saw; Combination Square; Razor Knife; Caulking Gun; Caulking Tools; Screwdrivers (#1,#2,#3) Phillips, Small, medium and large Straight; Channel Locks; Allen Key Sets (standard & metric); Chalk Box; Concrete Chisel; Razor Scraper; Adjustable Wrenches (6", 12");Vise Grip Pliers; Vise Grip Needle Nose Pliers; Torpedo Level; Metal Files (smooth, bastard, rough) Flat and Round; Bevel Square; Plumb Bob (24 ounce); Glass Cutter; Glass Pliers; set (standard and metric); Ratchet Wrench set (standard and metric); Duck Bill Pliers; Pop Rivet Gun; Angle Finder; Framing Square.

Apprentices will be required to have in his possession the following tools according to the schedule:

Within 1st month: 25' Tape measure (or longer); Number 9 Mechanical Pencil; Small Pry Bar (Glazing Bar); Spiral Pocket Size Notebook. Within 6 months: Toolbox; Claw Hammer; Pruning Shears (Cutters); No Bounce; Work Apron; Wonder Bar; Aviation Snips. Within 12 months: Hack Saw; Combination Square; Razor Knife; Caulking Gun; Caulking Tools. Within 18 months: Screwdrivers (#1, #2, #3) Phillips, Small, medium, and large Straight; Channel Locks; Allen Key Sets (standard & metric); Chalk Box; Concrete Chisel. Within 24 months: Razor Scraper; Adjustable Wrenches (6", 12"); Vise Grip Pliers; Vise Grip Needle Nose Pliers; Within 30 months: Torpedo Level; Metal Files (smooth, bastard, rough); Flat and Round; Bevel Square; Plumb Bob (24 ounce); Glass Cutter; Glass Pliers. Within 36 months: Wrench set (standard and metric); Ratchet Wrench set (standard and metric); Duck Bill Pliers; Pop Rivet Gun; Angle Finder; Framing Square.

SECTION 5.

The following schedule shall govern the minimum number of men required in the installation of one-quarter (1/4") inch plate glass. On three-eighths (3/8") inch plate glass 25% more men are to be employed than is shown in this Section. On glass insulating units and one-half (1/2") inch plate glass fifty percent (50%) more men are to be employed than is shown in the schedule in this Section. When mechanical lifting devices are used, the minimum number of Glaziers listed in this Section does not apply. The foreman running the job will determine the safe amount of men needed when mechanical lifting devices are used.

Work shall not begin until these minimums are complied with:

Sizes up to and including:

108 United Inches..... 1 Glazier

108 to and including 165 United Inches.... 2 Glaziers

| | |
|--|------------|
| 165 to and including 205 United Inches.... | 3 Glaziers |
| 205 to and including 240 United Inches.... | 4 Glaziers |
| 240 to and including 280 United Inches.... | 5 Glaziers |
| 280 to and including 300 United Inches.... | 6 Glaziers |
| 300 to and including 315 United Inches.... | 7 Glaziers |
| 315 United Inches or over..... | 8 Glaziers |
| Door Lights (where they can be done) | 1 Glazier |
| Tempered Glass Doors..... | 2 Glaziers |

Where a special condition exists and the schedule above does not provide enough men, then more are to be furnished.

SECTION 6.

Two employees shall be employed together at all times on structural glass and store front metal work in which ladders or scaffold or both are being used.

SECTION 7.

Employees will not be allowed to carry company material or company equipment in employee's vehicle. Employees shall be responsible for all Company equipment issued to them. The Employer will make every effort to provide a secure place for tools. Men should be able to take tools home in their car when the job is not safe. To a reasonable extent, it should include such things as suction cups, hammer drills, drills, screw guns, extension cords and small tools in general.