Twin Cities Glazier Architectural Metal Agreement

International Union of Painters and Allied Trades, AFL-CIO
District Council 82/Local Union 1324
Glaziers Architectural Metals & Glassworkers

Effective: June 03, 2019
Expires: June 05, 2022
ARTICLES OF AGREEMENT

Entered into this 3rd day of June, 2019 between the undersigned Glass Company, hereinafter referred to as the “Employer,” and the International Union of Painters and Allied Trades AFL-CIO, District Council 82/Local Union 1324 Glazers, Architectural Metals & Glassworkers, hereinafter referred to as the “Union.”

ARTICLE 1
UNION RECOGNITION

("the Employer") hereby recognizes the Union 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. 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 2
SCOPE OF AGREEMENT

Section 1. For any contract work accepted by the Employer in connection with construction jobs within the territorial jurisdiction of this Agreement which obligates the Employer to provide the installation labor, the Employer agrees the Union shall have sole jurisdiction over installation of the following kinds and types of work and/or materials:

All kinds and types of glass (auto glass excepted), materials used as substitute for glass, all mirrors whether or not framed;

All types of aluminum, bronze, or stainless steel materials used for facing and/or framing of buildings, store front constructions, etc., metal doors, glass doors, metal frames and any incidental work in connection therewith;

Also the installation of any and all other work or material recognized by the Glazing Industry as Glazier’s work, including driving of glazing installation trucks.

All interior caulking glass to glass and glass to metal and exterior caulking glass to metal. Employer reserves the right, at its option, to subcontract all other exterior caulking.

Section 2. The Agreement and the rules applicable to apprentices shall constitute the entire agreement of the parties and neither party shall adopt or seek to enforce rules or working conditions
incompatible herewith or which would limit the rights of the other party hereto without the consent of the other party.

Section 3. The geographic scope of this Agreement is the State of Minnesota, with the exception of the following counties: Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis.

ARTICLE 3
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 latter, 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 (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

Section 2. In those instances where this Article may not be validly applied because of applicable law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring. The Employer will notify the union upon hiring of new hires not affiliated with the District Council. These employees will complete an orientation session with the Union within the first two weeks of employment. The session shall not exceed an hour and one half, and time spent in this session is not compensable. The content of the orientation session and scheduling issues shall be addressed on a labor-management basis. This requirement is not to be construed as an attempt to establish a hiring hall or a format with requirements similar to such.

ARTICLE 4
DUES

Section 1. Employer agrees to check off from the wages of all Employees covered by this Agreement, dues for Painters and Allied Trades District Council 82 in the amount designated by the Union for each hour worked. Said sums shall be remitted to the Fund Administrator in the same manner and on the same forms provided for the payment of all fringe benefit funds. The Administrator of said Funds, upon receipt of said monies, shall remit the amount deducted by the Employers to the Painters and Allied Trades District Council 82. The obligations of the Employer under this section shall apply only to those Employees who have voluntarily signed authorization for dues check off. The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and regarding revocation of the authorization only during annual window periods, irrespective of the employee’s membership in the Union. The Union will indemnify and hold the Employer harmless from any claims, charges, lawsuits, actions or legal proceedings of any kind against the Employer arising from or based on the application of this Article.
Section 2. The aforementioned Union dues amounts may be changed, provided the Employee and the Employer are given thirty (30) days’ notice of any increase or decrease in the amount of Union dues. It is especially agreed and understood that the Union assumes full responsibility for the validity and legality of such Employee’s deductions as are made by the Employer and hereby agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

ARTICLE 5
WORK HOURS, OVERTIME AND BREAKS

Section 1. The regular workday shall be eight (8) hours. At the Employer’s discretion, starting time is between 6:00 a.m. and 9:00 a.m., and ending between 3:30 p.m. and 4:30 p.m. depending on starting time with one-half hour for lunch, unless the Employer requests a different starting time and the Employee agrees to a starting time from 5:00 a.m. to 10:00 a.m., inclusive. Time and one-half of the applicable base rate begins after eight (8) hours worked and time worked after 5:30 p.m. Time and one-half after 5:30 p.m. does not apply to shift work and four (4) ten (10) hour days. If it is necessary to start work before 6:00 a.m., the Employee shall be paid double time of the applicable base rate for the hours worked prior to 6:00 a.m. Double time of the applicable base rate begins after eleven and one-half hours worked. The regular work week shall be forty (40) hours Monday through Friday inclusive. When a General Contractor requires a starting time between 6:00 a.m. and 9:00 a.m., it will be paid at the applicable straight time rate.

Section 2. All scheduled work on Saturday (notice must be given to an Employee by 2:00 p.m. on Friday) shall be paid for at the rate of time and one-half of the applicable base rate. Double time of the applicable base rate begins after eight (8) hours of work.

Section 3. By mutual consent of the Employer and the Employee, any Employee may work a regular schedule of four (4) consecutive ten (10) hour days, with a rate of time and one-half (1 1/2) paid after ten (10) hours a day and the rate of double time after thirteen (13) hours a day. If the Employee works the fifth day, the Employee will be paid at the rate of one and one-half (1 1/2) times the applicable base rate and paid double time of the applicable base rate for hours worked after ten (10) hours. If the Employee works the sixth day, the Employee will be paid at the rate of double time of the applicable base rate.

Section 4. Emergency Saturday work and all time worked on Sundays, New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time of the applicable base rate. If any of the above-named holidays falls on Saturday or Sunday and is celebrated on Friday or Monday, said Friday or Monday shall be considered the holiday and all time worked shall be paid for at the rate of double time of the applicable base rate. No work other than emergency work is to be performed on Labor Day.

If the following holidays: 4th of July, Christmas Day or New Year’s Day, falls on Saturday or Sunday and is observed on Friday or Monday, the Employee can work on the observed holiday and get paid at straight time if it is mutually agreeable to both the Employer and the Employee. The Employee shall not be reprimanded if they choose not to work.
Section 5. All call back time outside of the regular eight (8) hour workday shall be paid at the rate of double time of the applicable base rate.

Section 6. The following rules shall apply to employee breaks during regular and extended shift hours:

A fifteen (15) minute break shall be allowed at mid-morning, a mandatory unpaid one-half (½) hour lunch break shall be taken at the approximate midpoint of the eight (8) hour shift and a fifteen (15) minute break shall be allowed at mid-afternoon on each shift. The fifteen (15) minute breaks are to be taken at the assigned place of work. Employees may not skip their mid-afternoon break and leave the job site early, unless mutually agreed between employee and Employer.

On projects scheduled for longer than ten (10) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first ten (10) hours worked.

ARTICLE 6
SHIFT WORK

Shift work, except as otherwise herein provided, shall be as follows: If it is necessary to start after 9:00 a.m. the Employee shall work seven (7) hours and shall be paid for eight (8) hours at the applicable regular wage rate. No extra shift work shall be started for less than three (3) days’ work. If shift work is assigned for less than three (3) days, Article 5 shall apply. Overtime over seven (7) hours on shift work shall be paid at one and one-half times the applicable regular base rate up to ten (10) hours. Double time of the applicable base rate will be paid after ten (10) hours. Shift work will be assigned Monday through Friday only. Shift work shall be voluntary and the Company shall notify the Union.

ARTICLE 7
CLASSIFICATION AND RATIO

A. Classifications: The following classifications are established:

Journeyperson Glaziers

Industrial Workers (formerly classified as Glazier Helpers)

B. Job site Work Crew Ratio For Outside Glazing:

1. Residential and Window Sash Replacement

   Journeyperson  
   1  

   Industrial  
   2  

   Ratio of Journeyperson 1 to 2 Industrial thereafter

2. Light Commercial (2 stories or less) or Replacement Glazing
Journeyperson to Industrial

1 to 1

Ratio of Journeyperson to 1 Industrial thereafter

3. Heavy Commercial

Journeyperson to Industrial

3 to 1

Ratio of Journeyperson to 1 Industrial thereafter

The overall shop ratio of 4 Journeyperson to 1 Industrial cannot be exceeded by putting crews out in Sections 2 and 3 above.

No Industrial Worker is to work alone except for cleaning.

C. Bench Glazing or Pre-Glazing: The Employer shall assign bench glazing and pre-glazing Employees to its work crew in the following order.

Journeyperson Industrial

1 4
2 8

Thereafter, Employees shall be assigned at the ratio of 1 Journeyperson to 4 Industrial Workers.

ARTICLE 8
WAGES, DRIVE TIME AND PARKING

Section 1.

A. Drive Time Rate. The Drive Time Rate will be paid to an employee for time spent driving a Company truck between the Employer’s facility and the project site on commercial jobs that are fixed price. If the Employee works fewer than eight (8) hours on the job site, the Drive Time Rate does not apply.

B. Jobs within the Free Zone. The first one hour of combined morning and afternoon time spent driving to and from a job located within the Free Zone, as defined in Article 17, Section 2(a) shall be paid at the Drive Time Rate. If an Employee works eight (8) hours or more on the job site, the Employee shall be paid at time and one-half of the applicable regular straight time base rate for combined driving time to and from the job site that exceeds one hour. All time worked on the job site in excess of eight (8) hours shall be paid at time and one-half for up to 11 1/2 hours. Any hours worked on the job site over 11 1/2 hours shall be paid at double time.
C. Jobs Outside the Free Zone. The first two hours of combined morning and afternoon time spent driving to and from a job located outside the Free Zone as defined in Article 17, Section 2(a) shall be paid at the Drive Time Rate. If an Employee works eight (8) hours or more on the job site, the Employee shall be paid at time and one-half the applicable regular straight time base rate for combined driving time to and from the job site that exceeds two (2) hours. All time worked on the job site in excess of eight (8) hours shall be paid at time and one-half for up to 11 1/2 hours. Any hours worked on the job site over 11 1/2 hours shall be paid at double time.

Exceptions. The Drive Time Rate is not applicable to service work or work of less than eight (8) hours in duration on one job site. Any drive time hours in excess of the drive time described above in subparagraphs B and C will be paid at time and one-half of the applicable straight time rate.

D. Journeypersons shall be paid at the Drive Time Rate stated in Addendum 1. The formula for calculating the hourly Drive Time Rate shall be 1.5 x (2/3 of the journeyperson wage rate) plus $4.00. **SEE ATTACHED ADDENDUM 1.**

E. Apprentices shall be paid the same pro rata percentage of the Drive Time Rate as described in Article 8, Section 4.

Section 2. **Journeyperson Glaziers:** The hourly rate of wages and fringes for Journeyperson Glaziers shall be as follows: **SEE ATTACHED WAGE AND BENEFIT SCHEDULE - ADDENDUM 1.**

The total package increases for this Agreement shall be $2.10 effective June 3, 2019, $2.05 effective June 1, 2020, and $2.05 effective June 7, 2021. Except in circumstances where the Trustees of a fringe benefit fund require a minimum contribution rate for participation, the Union shall have the option and discretion of applying such increases, or portions of such increases to wages and/or fringe benefits, including any jointly administered fund mentioned in this Agreement so long as the total package of wages and fringe benefits reflects the total package amounts and increases negotiated in this Agreement. The Union shall, upon giving thirty (30) days’ notice to the Employers, advise the Employer of the changes in the wage and/or fringe benefit rates that the Union has determined shall apply as of the effective dates determined by the Union. The base hourly wage rates and fringe benefits contributions shall be as set forth in the Wage and Fringe Benefit Addendum—Addendum 1—to this Agreement for each year of the Agreement. The Union will issue a new Wage and Fringe Benefit Addendum 1 for each year of this Agreement no later than fourteen (14) days prior to the effective date, except for the June 3, 2019 effective date. The increases set forth in the Addendums shall not exceed the agreed upon total packages, shall be binding on the Employer, and shall be incorporated by reference in this Agreement.

Fringe benefits shall be paid on all hours worked, except for hours paid at the
Drive Time Rate.

Section 3. **Industrial Workers:** The hourly rate of wages and fringes for Industrial Workers shall be as follows:

A. Industrial Workers who have worked less than six (6) months as an Industrial Worker shall receive a total wage and benefit package equal to 45% of the Journeyperson Glazier total package. From the Industrial Workers' total wage and benefit package, the Employer shall contribute the same amount for health care and industry funds (FCF, FTI, FTI-UM, LMP, and STAR) as it does for Journeyperson Glaziers, with the remainder paid to the Industrial Worker as taxable wages. **SEE ATTACHED WAGE AND BENEFIT WAGE SCHEDULE - ADDENDUM 1.**

B. Industrial Workers who have worked as Industrial Workers for six (6) months or more shall receive a total wage and benefit package equal to 50% of the Journeyperson Glazier total wage and benefit package. From the Industrial Workers' total wage and benefit package, the Employer shall contribute the same amount for health care and industry funds (FCF, FTI, FTI-UM, LMP and STAR) as it does for Journeyperson Glaziers, with the remainder paid to the Industrial Worker as taxable wages. **SEE ATTACHED WAGE AND BENEFIT SCHEDULE - ADDENDUM 1.**

C. Employment of Industrial Workers Over Ratio: In the event the Employer exceeds the ratio of four (4) Journeyperson Glaziers to one (1) Industrial Worker and the Employer does not employ the maximum number of Apprentices permitted in the Apprenticeship Glazier-to-Journeyperson Glazier ratio described in Article 10 of this Agreement, then the Employer must pay a fee to the Apprenticeship Coordinating Committee of $10.00 per hour for each hour worked by an Industrial Worker whom the Employer employs beyond the permitted ratio of four (4) Journeyperson Glaziers to one (1) Industrial Worker. Such fee will not be required if the Employer employs the maximum number of Apprentices as permitted under Article 10 of this Agreement.

For Example:

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>Journeyperson</th>
<th>Apprentice</th>
<th>Industrial Worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>19</td>
<td>7</td>
<td>6</td>
</tr>
</tbody>
</table>

No fee is due because Employer has met the Apprenticeship Ratio.

| 32 | 19 | 5 | 8 |

Fee of $10 per hour is due for each hour worked by 5 Industrial Workers. Assumes each Industrial Worker worked 42 hours during the period in question. 42 hours x $10.00 x 5 workers - $2,100.00.
D. The Employer agrees to sponsor for admission into the Apprentice Program any Industrial Worker who has worked for twelve (12) consecutive months assisting Journeyperson Glaziers on job site work. The Employer retains the flexibility to change the Industrial Worker’s classification/assignment rather than sponsoring the Industrial Worker for admission into the Apprenticeship Program.

Section 4. Apprentices: Apprentices’ conditions of employment shall be in accordance with the Apprenticeship Program existing with the Finishing Trades Institute of the Upper Midwest (“FTI-UM”).

A. Apprentices will only progress to the next wage increment by satisfactorily completing a semi-annual Apprentice Advancement Review prior to attaining the next hour’s threshold. This review will include assessments, Related Technical Instruction (RTI), and financial and union obligations as administered by the FTI-UM. The FTI-UM has the sole discretion to determine whether an apprentice satisfactorily completes his or her Apprentice Advancement Review.

B. The FTI-UM shall provide written notice to the Apprentice’s Employer, Fringe Benefit Fund Administrator and the Union upon an Apprentice progressing to the next wage increment. Wage increases shall be effective on the first payroll period after the Employer receives notice of the wage increase.

C. Apprentices shall be paid at the following percentages of the total Journeyperson’s rate with the same percentage of the Journeyperson’s contribution to the District Council 82 Defined Contribution Plan (“DC Plan”), but with the full cents per hour contribution into the Health and Welfare Program, the Finishing Industries Labor-Management Partnership (“LMP”), the Finishing Trades Institute (“FTI”) and the Finishing Trades Institute of the Upper Midwest (“FTI-UM”):

<table>
<thead>
<tr>
<th>Hours</th>
<th>DC Plan Percentage</th>
<th>Health and Welfare Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 1000</td>
<td>60%</td>
<td>75%</td>
</tr>
<tr>
<td>2nd 1000</td>
<td>65%</td>
<td>80%</td>
</tr>
<tr>
<td>3rd 1000</td>
<td>70%</td>
<td>90%</td>
</tr>
<tr>
<td>4th 1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th 1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th 1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SEE ATTACHED WAGE SCHEDULE - ADDENDUM 1.

Apprentices with five (5) years of Glazier experience may be awarded 2000 hours of credit toward apprenticeship training and shall be paid 80% of the total Journeyperson’s rate. Such Apprentices will be paid at the following percentages of the total Journeyperson’s rate with the same percentage of the Journeyperson’s contribution to the DC Plan, but with the full cents per hour contribution into the Health and Welfare Program, the LMP, FTI, and FTI-UM:

<table>
<thead>
<tr>
<th>Hours</th>
<th>DC Plan Percentage</th>
<th>Health and Welfare Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd 1000</td>
<td>80%</td>
<td>90%</td>
</tr>
<tr>
<td>4th 1000</td>
<td>85%</td>
<td>95%</td>
</tr>
<tr>
<td>5th 1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th 1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
When Journeyperson and Apprentice Glaziers are not on layoff or short hours, Apprentices in their “6th - 1000 hours” of apprenticeship with at least one year of apprenticeship experience may work alone.

Section 6. Working Foreman: The Employer must appoint a foreman when there are five or more employees working on a job site for six consecutive days or more. The foreman rate of pay shall be $2.00 per hour over the Journeyperson rate. If such a job site foreman is responsible for the work on which Employees are receiving high-time premium pay under Article 11, the job site foreman shall also receive high-time premium pay in addition to foreman pay.

Section 7. Parking: If free parking is not available within three (3) blocks of any job site and the employee is required to pay for parking, the Employer shall reimburse the employee at the actual cost of parking not to exceed eight dollars ($8.00) per day. No parking fee shall be paid when the Employer provides parking. On June 1, 2020 the maximum reimbursement rate shall increase to nine dollars ($9.00) and on June 7, 2021 the parking maximum reimbursement shall increase to nine dollars and fifty cents ($9.50).

ARTICLE 9
AUTHORIZATION OF VOLUNTARY POLITICAL CHECK OFF

Every Employer signatory to this Agreement hereby agrees to honor authorizations for check off of political contributions from Employees who are Union members and who have executed an appropriate authorization form supplied by the Union. Said sums shall be remitted to the Fund Administrator in the same manner and using the same forms provided for the payment of fringe benefit funds. The Administrator of said funds, upon receipt of the monies, shall remit the amount of deduction to the “Combined National Fund” as specified in the authorization form.

ARTICLE 10
APPRENTICE PROGRAM

The FTI-UM shall adopt standards for the Apprenticeship Program covering all aspects of the Apprenticeship Program which once adopted, shall be part of this Agreement.

The Employer can maintain a ratio of no more than one Apprentice to the first Journeyperson Glazier Employee and no more than one (1) Apprentice to the next two (2) Journeyperson Glaziers Employees for the next six (6) Journeyperson Glaziers employed and one (1) Apprentice for every three (3) Journeyperson Glaziers thereafter as follows:

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>Journeypersons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>To 1</td>
</tr>
<tr>
<td>1</td>
<td>To 2</td>
</tr>
<tr>
<td>1</td>
<td>To 2</td>
</tr>
<tr>
<td>1</td>
<td>To 2</td>
</tr>
</tbody>
</table>

9
It is within the Union's discretion to allow an Employer to exceed this ratio. Apprentices will be sponsored by the Employer and indentured to the FTI-UM. It will be the responsibility of the Employee, Employer and FTI-UM, at the granting of an apprenticeship, that all of the provisions of the Glaziers Apprenticeship Standards, as it relates to various types of work, shall be accomplished on the job or by other means agreeable to the parties. Upon completion of the apprenticeship, the Apprentice shall be deemed a qualified Journeyperson Glazier.

ARTICLE 11
HIGH PAY

A premium of One Dollar ($1.00) per hour for each hour worked shall be paid for work performed twenty (20) feet or more above the ground on scaffolding or a swing stage or a bosun's chair, or a temporary push-out platform, or a ground-based hydraulic lift or slope glazing (slope glazing paid for installing glass and face members only, on job two (2) lites high, and safety equipment must be worn).

ARTICLE 12
SAFETY

The Employer shall not require Employees covered by this Agreement to work under conditions that endanger the safety of the Employee and it shall be the obligation of the Employees working under this Agreement to report such unsafe conditions to the Employer. It shall further be the obligation of the Employees to use all safety equipment supplied by the Employer and practice all safety provisions prescribed by the Employer and all safety requirements required and recommended by the Occupational Safety and Health Act.

ARTICLE 13
OWNERS AND OPERATORS

In the event the Employer employs an Employee who owns and/or controls the Employer, or is the spouse or a member of the family of an individual who owns or controls the Employer, and the Employee performs work covered by Article 2 of this Agreement, the Employer shall pay all fringe fund and industry fund contributions required under this Collective Bargaining Agreement at the applicable rate multiplied by 160 hours per month.

ARTICLE 14
FRINGE BENEFIT FUND CONTRIBUTIONS,
INDUSTRY FUNDS, DELINQUENCIES, AND COLLECTIONS

Section 1. Fringe Benefit Fund Contributions. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the District Council 82 Defined Contribution Plan ("the DC Plan"), the District Council 82 Health and Welfare Fund ("DC82 Health and Welfare Fund"), the Finishing Trades Institute of the Upper Midwest ("FTI-
UM”), the Finishing Trades Institute (“FTI”), and the Finishing Industries Labor-Management Partnership (“LMP”) [collectively “Fringe Benefit Funds”], for each employee covered by this Agreement, as follows:

(a) For each hour or portion thereof that an Employee (as defined in paragraph (b) below) works, the Employer shall make a contribution to the Fringe Benefit Funds as specified in Addendum 1. For purposes of this Article hours worked includes show up time as defined in Article 16.

(b) The Employer shall contribute to the Fringe Benefit Funds on behalf of each Employee employed in a job classification covered by this Agreement, including an Owner Operator as defined in Article 13, and anyone else engaged in bargaining unit work covered by this Agreement, beginning with the Employee’s first hour of employment within such covered job classification or the first hour performing such bargaining unit work.

(c) The payments to the Fringe Benefit Funds required above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Fund Administrator(s) and/or each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Trust Funds identified above, including all amendments and modifications made thereto, and the Employer agrees to be bound by and to said Agreements and Declarations of Trust, as amended from time to time, as though it had actually signed the same.

(d) The contribution rate shall be ten cents ($0.10) per hour to the LMP. The contribution rate to the FTI-UM shall be 1.1% of the total package as set forth in Addendum 1 for the journeyperson classification.

Section 2. Trustees. The Employer hereby irrevocably designates as their representatives on the Board of Trustees of each Trust Fund identified above, 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. All contributions shall be made as described in this Agreement and Addendum, and at such time and in such manner as the Trustees require.

Section 3. Payment of Contributions. The Employer agrees to contribute for hours worked every month, not later than the 20th of the following month, hereinafter called the “due date,” all amounts due to the Fringe Benefit Funds under this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees of the Fringe Benefit Funds or the Fund Administrator. The terms of the Trust Agreements establishing any of the Fringe Benefit Funds are hereby incorporated.
An Employer shall be considered “delinquent” for a particular work month if its required report and the proper payment for that month (week) are not postmarked on or before the 20th day of the following month (the “due date”), irrespective of whether such delinquency is willful or otherwise.

Contributions which are delinquent as defined in this subsection shall be deemed to be “unpaid contributions” for purposes of the Plans’ remedies pursuant to this Agreement and applicable law. An Employer who is delinquent and whose contributions remain unpaid on the 20th day of the month shall be required to pay to the Plans an additional amount of 10% of the amount of the unpaid contributions as liquidated damages together with interest on the unpaid contributions as specified in the Trust Agreement (if no rate is stated, then the rate specified by Internal Revenue Code Section 6621), or if greater, two times the specified interest on the unpaid contributions.

Upon written notification from the Administrator of the Fringe Benefit Funds, after the majority of the trustees have determined that the Employer is more than 30 days delinquent in any payment to the Fringe Benefit Funds, the Union may take whatever economic action it deems advisable; it being understood and agreed that the Employer’s failure to pay the sum to the Fringe Benefit Funds when due, constitutes a material breach of the Agreement, and that any action taken by the Union under such circumstances, shall not be a violation of this Agreement, and shall not be a subject of arbitration. Any payment, which is made by an Employer under protest, shall be without prejudice as to their right to contest the correctness of the amount due the Trust Funds.

Section 4. Costs. The delinquent Employer shall also be required to pay all costs of collection actually incurred by the Trustees including all attorney fees, service fees, filing fees, court reporter fees, and all other fees, costs and disbursements incurred by or on behalf of the Trustees or the Union in collecting the amounts due.

Section 5. Right to Audit. Each Employer who is required to make payment to the Principals shall promptly furnish to the Trustees of the Fringe Benefit Funds, on demand, all necessary employment and payroll records relating to its Employees covered by this Agreement, including any other relevant information that may be required. The Trustees may examine such employment or payroll records whenever such examination is deemed necessary in connection with the proper administration of the Fringe Benefit Funds.

If any Employer fails or refuses to furnish its payroll records to the Trustees upon demand or refuses to afford a reasonable opportunity to examine the same in accordance with standard auditing procedures, the Trustees may enforce such right by legal action, in which event all attorney fees, service fees, filing fees, court reporter fees, and other legal costs and disbursements, as well as the auditing fees and costs incurred in conducting such audit, shall be paid by such Employer.

Section 6. Bond. The Employer shall furnish an Employer’s Contractual Bond or Fund approved Escrow Account that guarantees the Employer's obligation to the Fringe Benefit Funds, and any other obligation of the Employer to the Employee, including wages and dues check off. The amount of the bond or fund approved Escrow Account shall be in accordance with the number of Employees covered by this Agreement as follows:
1 to 4 Employees  $10,000 Bond  
5 to 12 Employees  $15,000 Bond  
13 or more Employees  $30,000 Bond

If the Employer is delinquent two times within a twelve (12) month period, the Employer will be required by the Union to post a bond as stated below or fund approved Escrow Account that guarantees the Employer's obligation to the Fringe Funds and any other obligation of the Employer to Employee, including wages and dues check off for a two year period following the last delinquency.

1 to 4 Employees  $20,000 Bond  
5 to 12 Employees  $30,000 Bond  
13 or more Employees  $60,000 Bond

If the Employer is unable to post the bond or fund the Escrow Account the Union will either pull their employees or obtain the job location so the Fringe Benefit Funds can lien the projects.

Section 7. The Employer will pay $.05 per hour to the Fringe Fund Administrator to be distributed to the Twin Cities Glass Association. This contribution is in addition to the wages and fringe benefits paid to employees. The Employer acknowledges and recognizes that the Twin Cities Glass Association represents the sentiments and contentions of management in the glass and glazing industry in the State of Minnesota. In consideration of the Twin Cities Glass Association continuing to promote the best interests of the industry, the Employer agrees to contribute the amount specified in this Section. During the term of this Agreement, the Twin Cities Glass Association may increase the amount of the contribution to the Industry Fund upon notification to the Union. This amount is an Employer contribution and shall not be deducted from the wage and benefit increases to be paid to or on behalf of the Employees.

Section 8. In the event National Health Insurance is enacted and coverage is extended to eligible Employees during the term of this Agreement, the actual net difference, if any, whether increased or decreased, between the then current total premium cost and the then current total premium cost of or including National Health Insurance will be passed on to such eligible Employees who are on the active payroll after calculation or recalculation as the case may be at the time.

**ARTICLE 15**
**WORKERS COMPENSATION PROGRAM**

The Employer, at its discretion, may enter into an Agreement with the Union Construction Workers Compensation Program; an alternative dispute resolution Workers Compensation program administered by Wilson-McShane Corporation.
ARTICLE 16  
SHOW UP TIME

When a Glazier is called for work, the Glazier shall be paid not less than four (4) hours based on the applicable straight time hourly rate, or if during an overtime period, the equivalent at the overtime rate, whichever is greater, providing weather is such that work can be performed.

ARTICLE 17  
TRAVEL EXPENSE

Section 1.  Whenever the Twin City area is mentioned, it shall be defined as an area within 45 miles of the employee’s starting point. An employee’s starting point is their home or the shop, whichever is closer to the project the employee is assigned to. All mileage distances are to be determined with the use of Google Maps.

Section 2.  On jobs within a distance of 100 miles of the employee’s starting point, the Employer shall determine whether the Employee is to report for the start of the day’s work at the warehouse or at the job site. When an Employee reports to work on a job site located within a distance of 100 miles of the employee’s starting point, the Employee shall be paid in lieu of mileage, meals and lodging as follows:

(a)  Free Zone shall be jobs located within 45 miles of the employee’s starting point.

(b)  An Employee shall be paid $20.00 per day on jobs located between 45 and 75 miles from the employee’s starting point.

(c)  An employee shall be paid $35.00 per day on jobs located between 75 miles and 100 miles from the employee’s starting point.

(d)  On jobs located within a five (5) mile radius from the intersection of St. Germain Street and the Mississippi River in St. Cloud, each Employee shall be paid a flat rate of $20.00 per day.

Section 3.  On glazing jobs located outside a distance of 100 miles from the employee’s starting point, where the Employee is required to stay overnight by the Employer, the Employee shall be advanced for meals, expenses, and lodging actually purchased. When a Glazier returns after 7:00 p.m. from a job located outside a distance of 100 miles from the employee’s starting point, the Glazier shall be compensated for money actually spent for supper. The Employee shall furnish the Employer an itemized daily expense account and receipts for lodging. Any falsification of any expense account shall be grounds for immediate dismissal.

Section 4.  Glazing work performed outside a distance of 100 miles from the employee’s starting point shall be paid at the rate specified in Articles 5, 6, 7 and 8, except that overtime performed for completion of work on Saturday shall be paid at the rate of
time and one-half.

Section 5. When the Employer assigns an employee to work outside of the area (more than a 200 mile radius from the shop) the employee shall receive pay for their time spent traveling for one round trip, beginning at their home and ending at their final destination (job site or hotel). When the Employer assigns an employee to work outside of the state of Minnesota and its bordering states for three (3) weeks or more, the Employer will pay the cost of round-trip airfare for a return visit home for one weekend every three (3) weeks.

Section 6. Employers who require Employees to use the Employee’s automobile for transportation shall be paid mileage at the current published IRS standard business rate per mile in accordance with the following:

(a) On jobs outside the Twin City area, mileage shall be determined from the Employee’s starting point to the job site.

(b) Jobs within the Twin City area where the Employee is required to report to the Employer’s warehouse at the start of the workday shall have mileage based from the Employer’s warehouse.

(c) Jobs within the Twin City area where the Employee is required to report directly to the job at the start of the workday but must go from job to job or return to the warehouse at the close of the workday shall have mileage based from the first job of the day.

(d) Employees, who are required to use their car in the pursuit of the Employer’s business and as a result receive mileage payments, shall also be reimbursed for any actual parking fees necessary while using such automobile in the course of the Employer’s business.

(e) If the Internal Revenue Code allowance for mileage is changed then the mileage rate will be adjusted for the next twelve (12) months on each anniversary date of the Contract.

**ARTICLE 18**

**FIFTY-FIFTY (50-50) CLAUSE**

Section 1. The Employer, when engaged in work outside the geographical jurisdiction of 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; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

Section 2. The Employer shall, when engaged in work outside the geographic jurisdiction of
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 the industry and the IUPAT 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 this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions including fringe benefits 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 District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and after exhaustion of those procedures, 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 after exhaustion of those procedures, through the Courts.

**ARTICLE 19**

**PAY DAY**

Employees shall be paid on Friday of each week for the previous pay period, either on the job or at the office before quitting time, or when laid off shall be paid in full. Employer has the option to pay employees by “direct deposit” provided the funds are available in individual accounts by 9:00 a.m. Friday morning.

**ARTICLE 20**

**UNION ACTIVITY**

**Section 1.** The Employer shall not require an Employee to go through a primary picket line to work. 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 decides not to cross a primary picket line. This clause shall not apply to secondary picket lines or jurisdictional picket lines.

**Section 2.** Officials representing the Union may interview Employees on the job or in the shops if they are so working, provided permission is obtained from the Employer. It is agreed that Union activity will not be carried on during work time.

**Section 3.** Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement, provided they follow job site rules and not disrupt the work.
Section 4. The Employer agrees to provide the names and date of hire of all employees hired by the Employer to the Union within five (5) days of their hire and upon request.

ARTICLE 21
MEMBER CONTRACTORS

Should any member of the Union contract for glazing work, such member shall be considered a contractor by the Union and shall remain in that classification for a period of one (1) year from the date of taking such work.

ARTICLE 22
SUBCONTRACTS

The Employer agrees not to subcontract out any work coming under the work jurisdiction as defined in Article 2, to any subcontractor or other person unless that subcontractor is an Employer signatory to this Agreement or another Agreement with a Union affiliated with the International Union of Painters and Allied Trades.

ARTICLE 23
CONTRACTORS SECURITY

Members of the Union will not work for any Glazing Contractor that has not signed this Agreement or one similar as approved by the International Union of Painters and Allied Trades, AFL-CIO, District Council 82, or any Employer who does not live up to the provisions contained herein.

ARTICLE 24
GRIEVANCE AND ARBITRATION

Section 1. Any controversy arising over the interpretation of, or the adherence to, the terms and provisions of this Agreement which cannot be settled between the parties involved shall be considered a grievance and shall be settled by the Union and the Employer. The Employer shall not be required to consider any grievance not submitted to it in writing within seven (7) working days of the time of its original occurrence. If the controversy cannot be so settled within an additional seven (7) days, it shall be referred to a Board of Arbitration.

Section 2. The Board of Arbitration shall be composed of one (1) representative of the Union and one (1) representative of the Employer and a third (3rd) neutral member to be selected by the first two (2). In the event that the first two (2) cannot agree upon the third (3rd) neutral member within an additional five (5) days, such third (3rd) neutral member shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The parties will select the neutral arbitrator by alternately striking names from the panel. The party to strike first will be selected by a coin toss. A majority decision of the Board of Arbitration shall be final and binding upon the Union and the Employer and such decision shall be rendered in writing; provided, however, that the Arbitration Board shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto, and provided
that no decision of the Board shall be retroactive beyond the date of the original occurrence of the grievance. Each party shall pay the expense of its own member of such Board and shall share equally the expenses of the third (3rd) neutral Chairman.

Section 3. The Union and the Employees agree that they will not suspend work or strike during the life of this Agreement unless the Employer refuses to arbitrate pursuant to the provisions of this Article or refuses to abide by a decision of the Arbitration Board.

The Employer agrees that the Employer will not lock out its Employees during the life of this Agreement unless the Union refuses to arbitrate pursuant to the provisions of this Article or refuses to abide by a decision of the Arbitration Board.

ARTICLE 25
DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any Employee or prospective Employee because of race, color, creed, national origin, religion, disability, sex, age, or any other basis protected by applicable law. It is agreed by the Employer and the Union that all persons shall be given an equal opportunity for employment and advancement within the glazing industry covered by this Agreement.

ARTICLE 26
FEDERAL AND STATE PROVISIONS

In the event any Federal or State law conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding on the parties, but the remaining portions of this Agreement shall continue in full force and effect.

ARTICLE 27
DRUG/ALCOHOL ABUSE PROGRAM

The Employer may adopt a drug and alcohol policy and program in compliance with applicable law, including the Minnesota Drug and Alcohol Testing in the Workplace Act.

ARTICLE 28
STAR PROGRAM

The parties to this Agreement have established a STAR Safety Training Awards Recognition Program and have funded the program as set forth in Addendum 1 to this Agreement.

ARTICLE 29
JOURNEYPERSO NO CONTINUING EDUCATION FOR SAFETY AND PRODUCTS

The FTI-UM will establish a curriculum of continuing education classes by August of each year. Each Journeyperson Glazier (excluding the Journeypersons regularly working for glazing
contractors outside the Twin City area) must complete and obtain a passing level of accomplishment for six (6) hours of classes during each year of this Agreement.

CLASS HOURS REQUIRED

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In addition, the Employer may require each Journeyperson to attend six (6) hours of classes each year sponsored by the Employer to be paid at time and a half of the special rate for education set forth in Addendum 1 plus fringes. The special rate for continuing education shall be two-thirds (2/3) of the journeyperson's regular straight-time wage rate.

ARTICLE 30
MEDICAL CARD

All Employees covered by this Agreement may be required to undergo the medical examination required for the issuance of the medical card that is required by law for the Employee to drive a vehicle which exceeds a gross vehicle weight of 10,000 pounds.

Cost of the examination will be paid for by Employer. Employee will not be paid for the time of the exam.

ARTICLE 31
TOOLS

It is understood that Employees will be held responsible for all tools that have been directly issued to them by the Company. Should a tool be lost, the Employee will replace or reimburse the Company for said tool. If a police report is filed when the tool is stolen, and a copy of the report is given to the Employer then the Employee does not have to reimburse the Company for the stolen tool(s).

ARTICLE 32
SUPREMACY CLAUSE

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, that is less favorable than this Agreement and any such Agreement shall be null and void.

ARTICLE 33
FAIR CONTRACTING FOUNDATION
LABOR-MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

The parties agree to participate in and fund the Fair Contracting Foundation of Minnesota (FCF) through a Labor-Management Cooperation Committee Trust Fund, pursuant to Sec. 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. § 175a and Sec. 302(c)(9) of the Labor
Management Relations Act, as amended.

The parties agree that the terms and conditions of this labor agreement help establish industry standards for safety, training, workforce availability, dependable benefits and reasonable wages. Unlawful conduct on construction projects jeopardizes these negotiated terms, interferes with contractors' lawful competition, erodes industry standards and conflicts with society's interests at large. Therefore, the FCF is established as a LMCC to monitor and enforce compliance with federal, state and local laws, rules and regulations. FCF's further purpose is to study and implement solutions to problems that impede fair competition and stunt economic development in the industry.

Each Employer shall contribute two cents (2¢) per compensated labor hour to the FCF Trust Fund and this funding shall be borne equally by the workers and employers, each contributing one cent (1¢) for each compensated labor hour. Each Employer shall forward payment monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed.

The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, any amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated into this Article by reference.

ARTICLE 34
ENTRY LEVEL GLAZIER JOURNEYPERS

When no qualified Journeypersons are available from the Union, and upon written agreement with the Union, the Employer may hire an entry level Glazier Journeyperson at 80% of the Journeyperson wage rate plus all fringe benefits that are payable on behalf of a Journeyperson, except the DC Plan is paid at 80% of the Journeyperson rate. An employee's status as an entry level Glazier Journeyperson shall not exceed ninety (90) calendar days. During the entry level Glazier Journeyperson’s first ninety (90) days of employment he or she shall be evaluated by both the Employer and the FTI-UM to determine if the Employee has sufficient skills to be designated a Journeyperson. The evaluation shall consist of a test administered by the Committee and a performance review by the Employer. If the entry level Glazier Journeyperson is deemed to have sufficient skills by both the FTI-UM and the Employer, he/she shall be paid the full Journeyperson wage beginning on the first payday following approval by the FTI-UM and the Employer. If the entry level Glazier Journeyperson is determined not to have sufficient skills, he or she shall either be sponsored by the Employer and placed into the Apprenticeship Program or terminated from employment. Under no circumstances may the Employer pay an employee at the entry level Glazier Journeyperson rate of 80% for longer than ninety (90) calendar days after beginning employment.
ARTICLE 35
DURATION

This Agreement shall continue in force and effect from June 3, 2019 and shall continue in effect to midnight June 5, 2022 and shall continue in force and effect from year to year thereafter, unless either party shall desire to change any of the terms herein, in which case a written notice must be served by the party at least sixty (60) days prior to a yearly expiration date.

District Council 82/Local 1324
International Union of Painters and Allied Trades AFL-CIO

Terry L. Nelson, Business Manager/Secretary-Treasurer   Dated: ________________

Employer Name: M.O. McCorley Inc. Glass & Glazing
By  _______________________________   Dated: 8/12/19

New Employer Complete information below

Employer Address:

_________________________________________________________________________

City: ___________________________ State: _____ Zip: _______________

Phone: ___________________________ Fax: _______________