

## Table Of Contents

Article	Page #
I Purpose.....	1
II Recognition.....	1
III Supremacy Clause.....	2
IV Union Security.....	2
V Preservation Of Work.....	2
VI Dues Check Off.....	3
VII Recognition, 50% 50% & Geographical Jurisdiction .....	3
VIII Geographical Jurisdiction Of Local Union 2015 & District Council 3.....	5
IX Safety & Rack Schedule .....	5
X Tools.....	7
XI Shop & Job Stewards .....	7
XII Access To Jobs.....	8
XIII Hours Of Work And Overtime .....	8
XIV Management Of Rights .....	9
XV Pay Conditions.....	11
XVI Holidays .....	12
XVII Travel And Subsistence.....	12
XVIII Wages, Benefits And Effective Dates.....	13
XIX Apprentice Ratio .....	13
XX Apprentice Wage Rates .....	13
XXI Apprentice Training .....	14
XXII Labor Management Partnership .....	15
XXIII Iupat Union And Industry Pension Fund .....	15
XXIV Dispute Settlement And Arbitration .....	16
XXV Requirements Of Contractors .....	18
XXVI No Discrimination.....	18
XXVII Savings Clause .....	19
XXVIII No Strike-No Lockout .....	19
XXIX Favored Nations Clause.....	19
XXX Duration Of Agreement .....	20



# **Collective Bargaining Agreement**

**Between**

**Glaziers Contractors of  
Local 2015**

**And**

**District Council 3  
of Springfield, Missouri**

THIS AGREEMENT, is made and entered into this 1st day of October 2020, by and between the Employer, (hereinafter referred to as the Employer), and Glaziers Local Union 2015 (affiliated with the International Union of Painters and Allied Trades and District Council 3, (AFL-CIO) (hereinafter referred to as the Union).

## **Article 1. Purpose**

It is the intent and purpose of the parties hereto that this Agreement covering hours of work and conditions of employment will be instrumental in promoting a harmonious relationship between the Employer, its employees and the Union to the end that the Employer may rightfully expect that; in return for a negotiated rate of compensation, the highest level of productivity at all times.

## **Article 2. Recognition**

The Employer recognizes the Union as the exclusive bargaining representative of the employees covered by this Agreement. This voluntary recognition is granted pursuant to 9(a) of the National Labor Relations Act, following the Union's having shown (or offered to show) proof of its majority support among represented employees.

### **Article 3. Supremacy Clause**

The Employer agrees that it will not enter into any agreement or contract with its employees, individually or collectively, that interferes with the employees' right to organize and bargain collectively through the Union or diminish in any way the Employer's obligations to the employees under this Agreement.

### **Article 4. Union Security**

#### **Section 1. Union Membership:**

It is understood and agreed by and between the parties hereto, that as a condition of continued employment, all persons who are hereafter employed by the Company in a unit which is the subject of this Agreement shall make application to the Union within seven (7) days from the date of their employment. The failure of any person to make application within said period of time shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state or federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal law and the remainder of the Agreement shall remain in full force and effect.

#### **Section 2: Union Dues**

The continued employment by the Company in said unit of persons who are already or that may become members of the Union shall be conditional upon those persons continuing their tenders of the periodic dues of the Union. Further, the failure of any persons to pay the periodic dues of the Union shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

### **Article 5. Preservation of work Clause**

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.

### **Article 6. Dues Check-Off**

**Section 1.** Every Employer signatory to this Agreement hereby agrees to check-off from wages of any employee employed by such Employer during the term of this Agreement dues in the amount specified in the Union'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 dues specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable bylaw provision.
- b. On or before the tenth day of each month, the Employer will remit to the Union the amount of dues owing as to each employee for the month previous, together with a list of employees covered hereby.

### **Article 7.**

#### **Recognition, 50%-50% & Out of Geographical Jurisdiction**

The principle place of business and employment of the Employer is in Springfield, MO. The Employer on occasion undertakes work covered by this Agreement in other cities and areas, on which occasions the Employer employs additional employees who are residents of the other city or area as the needs of the work require. In recognition of these facts, it is agreed that:

1. This Agreement shall embrace, and the Union shall be the exclusive bargaining representative for and on behalf of, all the employees employed by such Employer or Contractor, wherever or whenever employed during the term of this Agreement.

2. 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. Should the employer be unable to secure qualified employees from the residents of the local area, or the Union is unable to provide qualified employees from the residents of the local area, the employer shall be free to secure employees from whatever source or area necessary.
3. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the 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 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 as to 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, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. 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.

Where no reciprocal agreement exists between the Union party to this Agreement and the job area union relative to the payment of fringe benefits and contributions, the terms in the above paragraph shall apply until such agreement is reached and duly signed by the respective unions.

## **Article 8.** **Geographical Jurisdiction of Local Union 2015**

The geographical jurisdiction covered by Local Union 2015 and District Council 3 includes the following counties:

In Missouri:

Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Jasper, Howell, Laclede, Lawrence, McDonald, Newton, Oregon, Ozark, Polk, Pulaski, Shannon, Stone, Taney, Texas, Webster, and Wright

In Arkansas:

Baxter, Boone, Carroll, Fulton and Marion.

Free Zone Counties:

Camden, Hickory, Miller, St. Clair, and Vernon

## **Article 9.** **Safety**

The Employer shall at all times, provide safe tools, materials and equipment, and safe working conditions. If at any time, in the opinion of an employee, job or shop steward, or Business Representative, such tools, materials and equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall not be required to work with such tools, materials and equipment or under such hazardous conditions unless or until they are made safe and approved by the Union or its authorized agent. No employee shall be dismissed or otherwise disciplined for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.

**Accident** - The Employer agrees that any employee hurt on the job and requiring doctor or hospital care will be paid for the full day that such accident occurs. The doctor or hospital shall determine whether the employee's injury shall prevent the employee from returning to work that day.

### **Glass Handling – RACK SCHEDULE**

Heavy Plate 3/8" and over, and Insulating Glass:

102 united inches including 130 - 2 men  
210 united inches including 235 - 6 men  
130 united inches including 160 - 3 men

235 united inches including 252 - 7 men  
160 united inches including 176 - 4 men  
252 united inches including 272 - 8 men  
176 united inches including 210 - 5 men

It is agreed that patio doors (residential) using insulated glass, the number of workers shall be as follows: 34" X 76" , 1 man; 46" X 76", 2 men.

1/4" Rack Schedule:

120" thru 160" 2 men

160" thru 176"

    if glass over head height does not exceed 38" ..... 2 men

    if glass over head height does exceed 38" ..... 3 men

176" thru 190"

    if bulkhead height does not exceed 42" ..... 3 men

    if bulkhead height does exceed 42" ..... 4 men

190" thru 210"

    if bulkhead height does not exceed 28" or

    if glass over head height does not exceed 72" ..... 3 men

    if bulkhead height does exceed 28" or

    if glass over head height does exceed 72" ..... 4 men

210" thru 235"

    if bulkhead height does not exceed 28" ..... 4 men

    if bulkhead height does exceed 28" ..... 5 men

235" thru 252" 5 men

252" thru 270" 6 men

Glass sizes referred to are united inches of glass opening size.

In case of special and/or dangerous conditions on the job, glaziers and employer will determine a number of additional workers required for the protection of the workers in the installation.

The amount of glass over head height is determined by using the average height of a worker at 68" as the constant factor.

The amount of glass over head height is determined by adding the glass height to the bulkhead height and subtracting 68".

Bulkhead height is determined at the highest bulkhead point.

If mechanical aids are used, the foregoing schedules do not apply.

**Rack Schedule.** The Employer may assign fewer workers to remove salvage than are required to install replacement, providing the salvage is stripped down in the opening to a size that the number of workers assigned may safely remove it.

## Article 10.

### Tools

All tools required by the Employer and not listed in this Article, shall be furnished by the Employer. All Company power tools must be marked with the Company name. Unsafe glazier tools must be replaced by the owner of the tools.

The following tools are required to be furnished by each Glazier:

1-each, 12' x ¾" Steel Tape Rule	1-each, 8" & 12" Crescent
1-each, Putty Knife, Bent & Straight	1-each, Regular Pliers
1-each Claw Hammer	1-each, Glass Pliers
1-each, Hacksaw	1-set, Allen Wrenches
1-each, 1/16" & 1/8" nail set	1-each, Side Cutters
1-each, Straight Tin Snips	1-each, Tool Box w/ Lock
1-each, ½, 1 (Wood Chisel)	1-each, Water Pump Pliers
1-each, ½", 1 (Wood Chisel)	1-each, Work Apron
1-each, ½", 1" (Cold Chisel)Wrench	1-each, Large Ratchet Tap
1-each, 12" Combination Square	1-each, Rubber Mallet
1-each, #1, #2 & #3 Slot & Phillips Screwdriver	1-each, Dusting Brush
1-each, Long Nose Pliers	2-each, 4" & 6" Vice Grips
1-each, Bevel Square	1-each, #2 Center Punch
1-each, Ratchet Screw Driver	1-each, Small End Wrenches Set
1-each, #2 Plumb Bob	1-each, Utility Knife
1-each, Chalk Line	1-each, Vinyl Store Front Roller

## Article 11.

### Shop and Job Stewards

The Union shall have the right to appoint a shop and or job steward who shall not be discriminated against by the Employer and whose duties shall be to see that the provisions of this Agreement are not violated by either party.

## **Article 12.**

### **Access to Jobs**

Authorized representatives of the Union shall be allowed to visit shop and on jobs of the Employer to perform his regular duties. The Union Representatives will not interfere with or slow down such work operations.

## **Article 13.**

### **Hours of Work and Overtime**

**Section 1.** The provisions of this Article are intended to provide for the hours of work and shall not be construed as a guarantee of any specified number of hours of work either per day or per week, or as limiting the right of the Employer to request such employee to work any specified number of hours either per day or per week.

**Section 2.** Eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m., except where mutually agreed between the Employer and the Union, Saturday can be used as a makeup day if time is lost due to weather, time will be computed at straight time exclusive of thirty (30) minutes for a lunch period.

The Employer shall provide a rest period of fifteen (15) minutes at the work site during the first half of the day. Such rest period is to be arranged at an approximate mid-point within the period or at a time mutually convenient to the Employer and the Union employee. When working a ten (10) hour day a mid-afternoon break of fifteen (15) minutes may be taken.

1. All hours in excess of the regular forty (40) hour work week or 8 hours per day shall be considered overtime. All overtime shall be paid for at the rate of one and one-half times the regular rate. Employees will be paid at the rate of one and one-half times their rate for work performed on Saturdays. Sundays and Holidays worked are to be paid at double the regular hourly rate, with a guaranteed minimum of two (2) hours of work for anyone called in on such days. Any employee called to work after the end of his regular shift and before the beginning of his next regularly scheduled shift shall receive a minimum of 2 hours pay at double the regular hourly rate.

2. Commercial Contract Work Hours per day: Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. except when mutually agreed between the Employer and the Union exclusive of thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work.
3. Commencement of Work: For the purpose of improving productivity and efficiency, employees shall be at their gang box, prepared to begin work at the designated starting time. Employees shall end the day at their gang box at quitting time. To facilitate the transportation of employees to and from their gang box, a flexible starting and quitting time may be used by the Employer.

**Section 3.** Employees shall report to shop or job if not notified to the contrary.

**Section 4.** When a Glazier is called to work during a "normal working day" he shall be paid not less than four (4) hours based on his straight time hourly rate, providing weather is such that work can be performed and providing he is capable of performing the work.

## **Article 14.** **Management Rights**

**Section 1.** Except to the extent expressly abridged by a specific provision of this Agreement, management reserves and retains, solely and exclusively, all of its common law rights and responsibilities to manage the Company. The sole and exclusive rights and responsibilities of management, which are not abridged by this Agreement, shall include but are not limited to the right:

1. To manage, direct, and assign the work of employees of the Employer.
2. To hire, promote, transfer, schedule, assign and retain employees in positions with the Employer.
3. To suspend, discharge, or take any other disciplinary action against employees for just cause.
4. To relieve employees from duties because of lack of work, funds, or other legitimate reasons, and to determine the fact of lack of work or funds.

5. To determine the methods, means, and personnel by which such operation are to be conducted, including the right to contract and subcontract existing and future work.
6. To determine the organization structure of the Employer.
7. To establish, modify and enforce rules, regulations, and directives.
8. To determine the service to be rendered consumers and the means of providing said service.
9. To otherwise take such measures as management may determine to be necessary for the orderly, efficient, and profitable operation of its business.
10. To establish and/or modify quality and quantity standards and judge the quality and quantity of workmanship required.
11. To determine the number of employees necessary in each classification at its sole discretion.
12. To layoff or recall employees as in his judgment, the business indicates.
13. To require Employees or applicants for employment, to take such tests as to medical condition, drug usage, or skills and ability, as the Employer may from time to time deem appropriate in order to judge the fitness and ability of the Employee for work.

**Section 2.** In return for the wages and other benefits contained herein, the Union and the employees it represents agree with the objectives of achieving the highest level of employee performance and efficiency. Accordingly, bargaining unit employees shall, in good faith, seek to live up to the company's rules and regulations, and shall use their best efforts to protect the property and interests of the company. In this regard no employee shall engage in competitive work of any kind while employed by said employer. In this regard, the company is to be the sole judge as to the satisfactory performance of work by an employee, pursuant to its general management rights and authority set forth in Article 13 of this Agreement, subject to recourse to the grievance-arbitration procedure as authorized by specific provisions of this Agreement.

**Section 3.** In keeping with the other agreed upon objectives contained in Section B hereof, the Union and the employees it represents agree they will cooperate with the company in an effort to reduce to a minimum all practices resulting in loss of efficiency.

**Section 4.** The employee shall be the chauffeur of the company vehicles used in his work for delivering materials or tools to job sites or for transportation to and from job sites. (However, the company's past practice of using non-union persons to deliver materials to the job site shall be promoted provided he or she does not perform union employees' duties.)

**Section 5.** Any company signatory to this Agreement must operate from a recognized, established place of business, other than his home.

### **Article 15.** **Pay Conditions**

**Section 1.** All employees covered under this Agreement shall be employed and paid on hourly basis in accordance with the terms of this Agreement.

**Section 2.** Any employee, when discharged, shall at that time be paid in full for his services.

**Section 3.** No Employer, agent of the Union, or any employee covered by this Agreement shall give or accept, directly or indirectly, any rebate of wages.

**Section 4.** Employees shall be paid weekly each Friday, not later than the close of the regular work day and not more than seven (7) days wages may be withheld at any time. Any employee not receiving his pay by the end of the work week shall be entitled to receive waiting time at the rate of double time until such wages are received. Any employee not receiving his pay on the job site and required to go to the company shop or office to receive his pay shall be allowed sufficient time to travel to the company shop or office at the company's expense.

**Section 5.** All wages shall be paid in negotiable check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the company's name, the hourly rate of pay, the employee's name, the dates and hours worked, all deductions made, and the net amount due the employee. Wage payments shall conform to all applicable federal and state laws.

**Section 6.** The Union agrees the Employer shall have the right to require employees to fill out and submit daily or weekly time records. It is understood that when required, such records shall be filled in on the Employer's time and retained by employer for a period of three years.

## **Article 16. Holidays**

**Section 1.** There are six (6) paid holidays and they are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

All regular employees shall be paid (for each holiday set forth in this Agreement) eight (8) hours pay computed at the regular straight time hourly rate, although no work is performed, provided that such employee is currently employed and not in layoff status.

**Section 2.** Whereas it has become common practice for employers to loan men from time to time, holiday pay will be the responsibility of employer currently employing member or employee.

## **Article 17. Travel and Subsistence**

**Section 1.** On all out-of-town jobs, when an employee is required to stay overnight, lodging will be paid by employer. The employee and the employer shall agree upon all expenses. When overnight stay is required, Employer agrees to pay an additional \$35 per day for meal expenses.

**Section 2.** An employee must report to the job and return to his residence without compensation for traveling expense for travel to any job within jurisdiction boundaries. Beyond this area, the employee shall be compensated at the current applicable I.R.S. rate per mile for the use of their own vehicle.

**Section 3.** Travel time shall be computed at the regular hourly rate of pay as per this agreement, if travel is more than 15 miles from home shop, if work is started at the shop. If 15 miles or less, from home shop, all time after 8 hours will be at the appropriate rate

**Section 4.** The employer shall have the right to direct both where an employee shall start and conclude his work day. In the exercise of this right, the Employer may permit the employee to elect to start and conclude the work day at the employer's place of business.

**Article 18.**  
**Wages, Benefits and Effective Dates**

Hourly Rate	IUPAT Pension	H&W	JATC	FTI	LMP	STAR	WFF	TOTAL Package
\$22.59	8.72	7.20	.20	.10	.10	.05	.01	\$38.97
*3.5% to be deducted from gross wages, effective January 1st, 2021, 3.5% will be deducted from Total Package, in place of dues check off.								
Effective 3-1-2021 \$1.00 will be added at the discretion of the Union								
Effective 10-1-2021 \$.85 will be added at the discretion of the Union								
Effective 4-1-2022 \$.85 will be added at the discretion of the Union								
Effective 10-1-2022 \$.85 will be added at the discretion of the Union								
Effective 4-1-2022 \$.85 will be added at the discretion of the Union								

**GLAZIER LEAD MAN**

1. A Journeyman Glazier in good standing with the Union shall be appointed Glazier Lead man at the Employer's discretion.
2. When a Glazier Lead man is appointed for a job of one (1) day's duration or more, it shall be the Glazier Lead man's responsibility to report to the Employer on the status of job progress each day.
3. When the Glazier Lead man is responsible for four (4) men or more for a period of five (5) continuous days duration or more, the Glazier Lead man shall receive one dollar (\$1.00) per hour above the Journeyman Glazier hourly rate of pay.

**Article 19.**  
**Apprentice Ratio**

Glazier apprentices may be employed as follows: Apprentice ratios shall not exceed five (apprentices) to one (journeyperson) or as mutually agreed upon between management and the Union.

**Article 20.**  
**Apprentice Wage Rates**

**Section 1.** The apprentice to journeyman wage scale shall be as follows:

1 <sup>st</sup> six months: 60%	5 <sup>th</sup> six months: 80%
2 <sup>nd</sup> six months: 65%	6 <sup>th</sup> six months: 85%
3 <sup>rd</sup> six months: 70%	7 <sup>th</sup> six months: 90%
4 <sup>th</sup> six months: 75%	8 <sup>th</sup> six months: 95%

\*Current apprentices will be grandfathered and will continue on previous increases. All new apprentices after 10-1-2020, will come in at the above rate.

The maximum hours for Apprentices shall be the same as for Journeymen. Overtime shall be paid under the same conditions as for Journeymen. Apprentices must work a total of eight-hundred (800) On-the-Job-Learning (OJL) hours to move up each pay scale. Related Instruction (RI) hours will be completed using the Standard of Apprenticeship guidelines.

**Section 2.** All newly hired Glaziers shall no later than 7th day of their employment shall become members of the union and shall maintain their membership therein in good standing for the life of this agreement as a condition of continued employment.

### **Article 21.** **Apprentice Training**

The Standards of Apprenticeship are jointly developed by the International Union of Painters and Allied Trades District Council 3, the District Council 3 Painters and Allied Trades Training Fund, the Builders' Association and in cooperation with the United States Department of Labor, Office of Apprenticeship.

These Standards of Apprenticeship are hereby made part of this Agreement as though written herein.

The Company is bound by and to the Agreement and Declaration of Trust, effective July 7, 1959 and was reviewed March 29, 1984 establishing the District Council 3 Painters and Allied Trades Training Fund and shall make all contributions by provisions contained in the Agreement at the applicable rate of pay.

The Apprenticeship shall make every effort to have every new hire, complete OSHA 10 training within 30 days of hire, and have any applicable lift training/certification within 60 days of hire.

**Article 22.**  
**IUPAT Labor Management Partnership and**  
**Finishing Trades Institute Fund**

Effective October 1, 2015, each employer shall contribute to the IUPAT Labor Management Partnership (LMP) Fund \$0.10 per hour and the IUPAT Finishing Trades Institute (FTI) Fund \$0.10 per hour for each compensable hour worked by each employee.

**Article 23.**  
**IUPAT Union and Industry Pension Fund**

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:

1. Commencing with the 1st day of October 2020, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT 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 of \$8.72 to the above named Pension Fund.
  - 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.
  - d. The payments to the Pension Fund required above shall be made to the IUPAT 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.
2. 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.

3. 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.
4. If an employer fails to make contributions to the Pension Fund within twenty 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.
5. The Pension 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 IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.
6. 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.

## **Article 24.**

### **DISPUTE SETTLEMENT/GRIEVANCE AND ARBITRATION**

**Section 1.** 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 2.** If, after finding that 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 any action that seeks to vacate such award, or the Employer seeks to vacate an award, the non-prevailing party shall pay the prevailing party's accountants' and/or attorneys' fees, 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, or the Employer.

**Section 3.** Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by a construction related organization, and the Union 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 construction related labor organization.

**Section 4.** If, during the term of this Agreement, any controversy or dispute should arise as to the meaning or application of the provisions of this Agreement, or other matters arising hereunder, no work shall be suspended, but an earnest effort shall be made to settle such differences and same shall be taken up for adjustment between a representative of the employees and the Employer. Should such representative and Employer fail to agree, matters in dispute shall be submitted for arbitration as follows: one arbitrator shall be selected by and represent Local Union 2015 and District Council 3, and one shall be selected by the Employer. These two arbitrators shall, within

seventy-two (72) hours, select a third impartial party who shall act as chairman of the arbitrators. During the pendency of or subsequent to any arbitration proceeding, Union agrees it will not countenance, foster, encourage or take advantage of any strike, stoppage, sit down or other obstruction or impediment of the business of the Employer. Decisions of the impartial chairman shall be final and binding on both parties.

**Section 5.** Should any expense be insured through the employment of the third person selected as the impartial chairman, they are to be equally borne by the Union and Employer.

**Section 6.** The arbitrator shall have no power:

1. To add to or subtract from or modify any of the terms of this Agreement or of a supplement or addendum thereto nor to rule upon any matter except while this Agreement is in full force and effect between the parties.
2. To establish wage scales, rates, or to establish job content or change jobs or to change any wage rate or wage scale or job description.
3. To rule on the proper assignment by the Company to members of various unions.
4. To provide agreements for the parties in those cases where, in this contract, or otherwise the parties have agreed that further negotiations shall occur to cover the matters in dispute.
5. To make agreements for the parties where the parties have failed to reach an agreement and to incorporate it in this written contract.

### **Article 25.**

#### **Requirements for Contractors**

The Employer shall carry Worker Compensation Insurance, Social Security and make contributions to Missouri Division of Employment Security as required by law.

### **Article 26.**

#### **No Discrimination**

The company shall not in any way discriminate against an employee because of Union membership or because of his activities in the Union or in connection with matters affecting the Union.

No employee shall be discharged or discriminated against because of upholding of the provisions of this Agreement and in the event that such discharge or discrimination occurs, employee shall report the matter immediately to the Union.

### **Article 27.**

#### **Savings Clause**

If any term or provision of this Agreement is in conflict with any applicable valid Federal or State Law, at any time during the life of this Agreement, such term or provision shall continue in effect only to the extent permitted by such law, provided that such Article or parts of Articles cannot be amended to be applied and valid under Federal and/or State laws. If at any time thereafter, such term or provision is no longer in conflict with any Federal or State law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect.

If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

### **Article 28.**

#### **No Strike – No Lockout**

Since adequate provisions have been made in this Agreement for settlement of all disputes that may arise between the parties, it is agreed that during the life of this Agreement there shall be no lockout on the part of the company and no strike, stoppage, slowdown or other interruption of work on the part of the Union.

### **Article 29.**

#### **Favored Nations Clause**

The Union provides the Employer that it will not directly enter into any Agreement with any other Employer who performs work of the type covered by this Agreement in the Springfield, Missouri trade area, or the area covered by this Agreement, which contains terms and conditions more favorable to the Employer than those provided in this Agreement.

The Union will at all time notify the Employer of all other employers with whom it has agreements in the Springfield, Missouri area, and the Union must disclose to the Employer upon 24 hour notice by the Employer of its desire to have full information concerning the bargaining

agreement with that other employer, and must allow the Employer to have retroactive relief or credits back to the date that the Union first gave the other employer terms or conditions which the Employer claims is more favorable than those contained herein.

## **Article 30.**

### **Duration of Agreement**

**Section 1.** This Agreement shall continue in effect for a long period of three (3) years, until the 30th day of September 2023 and thereafter, it shall renew itself for a period of one (1) year at a time, on the basis of the provisions applicable to the last year of this contract, unless written notice is given by either party to the other not less than sixty (60) days prior to the expiration date or an extension thereof, that it is desired to terminate or amend the Agreement. In the event that such notice is given, the parties shall begin negotiations as soon as possible.

**Section 2.** No provision of this Agreement shall be subject to change prior to the expiration date or anniversary date of this Agreement, unless mutually agreed to in writing signed by the parties hereto.

**Section 3.** By mutual agreement, a meeting between members of Local 2015 District Council 3 and the Employer is to be held every ninety (90) days or as often as deemed necessary.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the 1st day of October, 2020.

## NOTES

## NOTES