GLAZIERS’
JOINT AGREEMENT

between

THE BUILDERS’ ASSOCIATION

and

DISTRICT COUNCIL #3,
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO

This Agreement made and entered into by and between THE BUILDERS’ ASSOCIATION (hereinafter referred to as the "Builders' Association" or "Association") and DISTRICT COUNCIL #3 and GLAZIERS’, ARCHITECTURAL METAL AND GLASS WORKERS' LOCAL UNION No. 558 OF KANSAS CITY, MISSOURI, of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I
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 the represented employees.

ARTICLE II
UNION TERRITORIAL JURISDICTION

It is agreed between the parties hereto that this Agreement has full force and effect in the territorial jurisdiction of the Union and said territorial jurisdiction is herein defined to include the following named counties in Missouri and Kansas: In Missouri, the counties of Cass, Clay, Jackson, Platte, and Johnson, Lafayette and Ray, bounded on the east by Highway 13 and with the cities on the above-named highway considered to be in the outstate area; in Kansas, the counties of Douglas, Johnson, Leavenworth, Miami and Wyandotte. All provisions of this Agreement shall be applicable to the geographic area jurisdiction of this Agreement unless specifically stated otherwise.

ARTICLE III
JURISDICTION OF WORK

The Association hereby recognizes the jurisdiction of the Union over work to be that work that has historically and traditionally been performed previously by members of Glaziers Local No. 558 in the geographical jurisdiction of this Agreement. Nothing contained in this Article is designed to limit or change current industry practices. This work jurisdiction shall include, but not as an all-inclusive listing:

1. Glass

Cutting and installation of all kinds and types of glass and substitutes for glass, all mirrors whether or not framed; all types of re-glazing including retrofit; and the jobsite distribution and handling of loose and cased glass from the central drop point.
2. Architectural Metals

Cutting, fitting, handling and installation of all aluminum, bronze, or stainless steel metal, including tubular-type construction, or any and all material when used as a glass-holding member or used in connection with the installation of glass or used for facing or framing of storefronts or any other type of building.

3. Doors

Installation and handling of all metal storefront doors, including flush-panel type, shower doors, tub enclosures and tempered glass doors. Sliding, glass doors including patio doors and automatic and manual door framing and glazing. No jurisdiction of work shall be enforced which violates any required automatic door warranties.

4. Sealants

Caulking of all glass-to-glass and glass-to-metal joints and integral preparatory caulking.

The Association agrees to recognize any agreement regarding jobsite jurisdiction reached between the Glaziers and any other craft affiliated with the Building and Construction Trades Department, AFL-CIO or another construction union. It is also agreed that if a jurisdictional dispute should occur involving the Union and another union affiliated with the Building and Construction Trades Department, AFL-CIO or another construction union, that there shall be no stoppage of work because of such dispute. If the unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the Employer, and the problem shall be referred to the International Presidents of the unions involved to seek a settlement by them or their assigned representatives. It is further recognized that this agreement applies only to those jobsite jurisdictional assignments as made by the signatory Employer.

Any jurisdictional assignment allowed any Employer signatory to this agreement or its corresponding international agreement shall be given to all signatory Employers.

ARTICLE IV
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) working 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 members of the Union shall be conditioned upon those persons continuing their tender of the periodic dues of the Union. Further, the failure of any person 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.


A. 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 Employer. 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 to take any other disciplinary action against employees for proper 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 operations are to be conducted.
6. To determine 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 terminate or recall employees as in the Employer’s judgment, the business indicates.

B. The Employer’s not exercising any function hereby reserved to it, or its exercising its function in a particular way, shall not be deemed a waiver of its rights to exercise such function, or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V
MOST FAVORED COMPANY CLAUSE

Section 1. If any wages, hours, working conditions or other contractual terms or shop practices more favorable to the Association than those set forth in this collective bargaining agreement are granted by the Union to any company or firm not a party to this Agreement, during the term of this Agreement, such more favorable wages, hours, working conditions, contractual terms, or shop practices shall, at the option of the Builders’ Association, be incorporated into this collective bargaining agreement and be allowed to the companies covered by this collective bargaining agreement. The Most Favorited Company Clause, however, shall only apply with respect to any other company or firm not a party to this Agreement if the employees of such other company or firm are doing work of the type subject to the jurisdiction of this Agreement as set forth in Article III.

Section 2. In order to facilitate enforcement of Section 1 of this Article, the Union agrees to furnish the Association upon request with a copy of any collective bargaining agreement between the Union and any other individual, partnership, firm, corporation, or company which is to be effective and apply during the term of this Agreement.

Section 3. It shall not be deemed a violation of this clause for a newly signatory Employer to exclude from coverage under this agreement a list of work under contract or already bid at the time the Employer becomes signatory to this contract through stipulation or assignment of bargaining rights, for the first time. To be excluded, such list must be provided to the Union and to the Association. All work not covered by the list shall be subject to all terms and conditions of this agreement from date of the Employer becoming signatory.
ARTICLE VI
WORK PRESERVATION

Section 1. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs onsite construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

Section 2. All charges of violation 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 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 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 Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations board) channels.

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay all accountants’ and/or attorneys’ fees incurred by the Union and/or the Joint Trust Funds, plus costs of litigation, that have resulted from such legal action if the Union and/or the Trustees of one or more Joint Trust Funds are the prevailing party. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds. If the Employer is the prevailing party in any legal action as referenced in this Section 3 instituted by the Union, the Trustees of one or more Joint Trust Funds or the Employer, the Union shall promptly pay to Employer all costs and fees associated with the litigation, including but not limited to court costs, accountant’s fees and attorney’s fees.

Section 4. The Union shall provide to Employer a quarterly statement outlining all efforts related to Union's plans of action and accomplishments with preservation of work efforts as related to increased availability of a skilled union membership and with all efforts in helping Employer secure work within this CBA's territory.

ARTICLE VII
WAGE AND FRINGE SURETY BOND

Each newly signatory or habitually delinquent Employer employing employees under this agreement and making contributions under this agreement to the fringe benefit programs contained within this agreement shall be required to secure and maintain with District Council #3 of the I.U.P.A.T. a wage and fringe benefit surety bond subject to the amounts required by this article. Said surety bond shall be used as a guaranty of payment of wages, and fringe benefit contributions called for in this Collective Bargaining Agreement.

For definition, a newly signatory Employer shall be defined as an Employer bound to this agreement for less than one (1) year, effective October 1, 1999. A habitually delinquent Employer will be defined as having been more than thirty (30) days late in remitting fringe benefit Monies, or having any company check for wages or fringe returned for insufficient funds twice in a twelve (12) month period. Delays in remitting and/or crediting fringe monies due to bank or administrative or postal processing delays shall not be included in the thirty (30) day late period. All Union employees subject to this bargaining agreement shall be removed from the delinquent Employer by the Union after 90 days without exception if all monies then due are not paid including penalties and interest.
This Article will not apply to contractors signed to an International Agreement with the International Union of Painters and Allied Trades and maintaining a similar bond with the I.U.P.A.T.

The amount of the wage and fringes surety bond will be determined as follows:

- 2 - 5 employees $10,000.00
- 5 - 10 employees $20,000.00
- 10 employees or more $40,000.00

An employee will be defined as anyone who works more than thirty-nine (39) hours in a one (1) month (30 day) time frame.

The bond of each Employer shall insure payment of wages to employees accruing during a period of not more than four (4) weeks. Such bond shall be liable for wages only in the event The Builders’ Association is notified by the Union in the two weeks following the receipt by the employees of a check for which payment is denied or in the two weeks following the employees’ failure to receive payment of wages. Such bond shall also be liable for fringe benefit contributions accruing over a period not to exceed four months.

**ARTICLE VIII**

**WAGES**

**Section 1. Wages. Effective 4-13-17**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATE OF PAY PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyperson</td>
<td>$33.97*</td>
</tr>
<tr>
<td>RLC Worker</td>
<td></td>
</tr>
<tr>
<td>- less than 1200 hours</td>
<td>$13.00</td>
</tr>
<tr>
<td>- more than 1200 hours</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

*Effective April 1, 2018, one dollar and seventeen cents ($1.17) per hour shall be added to Journeyperson wages and fringes and shall be allocated at the Union’s option between wages and existing established fringe benefit funds. The Union shall provide at least 30 days’ prior written notice of the allocation to the Association. Additionally, the Building and Glazing Industry Training and Advancement Fund shall increase by one cent ($0.01) per hour for all classifications.

*Effective April 1, 2019, one dollar and seventeen cents ($1.17) per hour shall be added to Journeyperson wages and fringes and shall be allocated at the Union’s option between wages and existing established fringe benefit funds. The Union shall provide at least 30 days’ prior written notice of the allocation to the Association. Additionally, the Building and Glazing Industry Training and Advancement Fund shall increase by one cent ($0.01) per hour for all classifications.

*Effective April 1, 2020, one dollar ($1.00) per hour shall be added to Journeyperson wages and fringes and shall be allocated at the Union’s option between wages and existing established fringe benefit funds. The Union shall provide at least 30 days’ prior written notice of the allocation to the Association.

No employee shall be paid less than the wage rate for their classification specified herein for all hours worked during the regular workweek.
Section 2. Apprentices (See Article XII also)
Apprentices shall receive the following percentages of the Journeyperson wages for each hour worked; all other fringe benefits will be paid at the full required rates for Journeypersons covered in this agreement.

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 month period</td>
<td>50%</td>
</tr>
<tr>
<td>2nd 6 month period</td>
<td>55%</td>
</tr>
<tr>
<td>3rd 6 month period</td>
<td>60%</td>
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<td>4th 6 month period</td>
<td>70%</td>
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<td>80%</td>
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<td>85%</td>
</tr>
<tr>
<td>7th 6 month period</td>
<td>90%</td>
</tr>
<tr>
<td>8th 6 month period</td>
<td>95%</td>
</tr>
</tbody>
</table>

Section 2A. Apprentice Ratios
The ratio of apprentices to journeymen and foremen shall not exceed the following limits of all Employers' Local 558 tradespersons employed collectively. One apprentice to the first steady journeymen employed; two apprentices to the first two journeymen or foremen employed; and one additional apprentice to every two (2) journeymen or foremen employed thereafter; that is to say, apprentice-to-journeymen ratios of 0:1, 1:1, 2:2, 2:3, 2:4, 2:5, 3:6, 3:7, etc. Additional apprentices may be employed if agreed upon by Local 558 and Employer for specific projects.

Section 3. Welding Work. A glazier who is a certified welder and performs welding work during the shift shall receive the welders' rate ($1.50 above appropriate rate) for the entire shift.

Section 4. Field Lead Person. On a job where labor in the field is two hundred forty (240) hours or more, the Company will appoint a journeymen glazier as Lead Person. The Lead Person shall receive One Dollar and Fifty cents ($1.50) per hour above the hourly rate being paid. On a job where ten (10) or more glaziers (and/or apprentices) are employed, lead pay shall be Two Dollars and thirty-five cents ($2.35) per hour above the hourly rate being paid. It is understood and agreed that this provision shall not apply to plate glass replacement and re-glazing.

Section 5. Shop Fabrication. When four (4) or more employees are to perform shop fabrication, one journeymen shall be designated as the lead fabricator and shall receive one dollar and fifty cents ($1.50) per hour above the hourly rate being paid while performing such duties.

Section 6. Pre-Bid Conference. The Union and the Association, at the request of either party, will hold a pre-bid conference for the purpose of considering and making agreed-to adjustments of wages and working conditions for individual projects where the overall circumstances and conditions relating to such projects are mutually deemed to be warranted.

ARTICLE IX
FRINGE BENEFITS, SAVINGS ACCOUNT, INDUSTRY ADVANCEMENT AND ADMINISTRATIVE DUES

Section 1. Fringe Benefit Payments. The parties hereto have agreed to provide a fringe benefit program as set out herein, which program is to be maintained by contributions from Employers under the terms of this Agreement and is established for the benefit of employees of members of the Association. The Association and the Union further agree that employees of Employers, other than members of the Association and their employees, may participate and share in the benefits of this fringe benefit program jointly administered by the Union and the Association; providing, however, that said non-member Employers sign a Stipulation on a form approved by all parties to this Agreement and fully comply with all the provisions of this Labor Agreement.

It is further agreed by and between the parties hereto that all the funds and all parts of the fringe benefit program will be used and operated at all times in such a manner that payments to the funds by the
Glaziers - Kansas City – Area 10 (G00558)

Employer contributors will be deductible as expense items of said Employers for income-taxing purposes with all governmental taxing units.

Section 2. Specific Trust Funds. The specific trust funds which comprise the fringe benefit program for Journeypersons, and as identified in Section 3A for RLC Workers, are the following:

1. Glaziers' Local Union No. 558 Pension Fund (Pension Fund) established by Agreement & Declaration of Trust, effective June 1, 1969 & subsequent amendments and revisions;
2. International Union of Painters & Allied Trades Union and Industry National Pension Fund (IUPAT Pension Fund);
3. District Council No. 3 Health and Welfare Trust Fund (Health and Welfare Fund) established by Agreement & Declaration of Trust, effective November 1, 1964 & subsequent amendments and revisions;
4. District Council No. 3 Painters and Allied Trades Training Fund established by Agreement & Declaration of Trust, effective May 13, 1993 & subsequent amendments and revisions;
5. International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI);
6. Painters and Allied Trades Labor Management Cooperation Initiative Fund; and
7. District Council No.3 Safety Training Awards Recognition (STAR) Fund.

Section 3. Hourly Contribution Rates - Journeyperson. Each Employer agrees to pay the amounts of fringe benefit contributions, advancement and administrative dues, specified hereinafter effective April 13, 2017, for all bargaining unit work performed by all employees in the geographic area covered by this Agreement except as set forth herein regarding RLC Workers. (Note: With regard to RLC Workers, each Employer agrees to pay the RLC Package as set forth in Section 3A and Appendix B – RLC Worker). Each Employer agrees to pay the following amounts in addition to wages for each hour (regular and overtime) worked by employees covered by this Agreement (excluding RLC Workers) and amended April 13, 2017 to the following:

A. 558 Pension Fund $5.80 per hour
B. IUPAT Pension Fund 5.10 per hour
C. Health and Welfare Fund 6.60 per hour
D. DC#3 Training Fund .65 per hour
E. IUPAT Finishing Trades Institute .10 per hour
F. IUPAT LMCI .10 per hour
G. Industry Advancement Fund .26 per hour
H. DC #3 STAR Program .05 per hour
I. Regular Administrative Dues (TO BE DEDUCTED FROM GROSS WAGES, 3.5%)

Section 3A. Hourly Contribution Rates – RLC Worker. Each Employer agrees to pay the amounts of fringe benefit contributions, advancement and administrative dues, specified hereinafter effective April 13, 2017, for all bargaining unit work performed by all RLC Workers in the geographic area covered by this Agreement. Each Employer agrees to pay the following amounts in addition to wages for each hour (regular and overtime) worked by RLC Workers covered by this Agreement and amended April 13, 2017 to the following:

A. 558 Pension Fund $2.00 per hour
B. Health and Welfare Fund 6.60 per hour
C. Industry Advancement Fund .26 per hour
D. Regular Administrative Dues (TO BE DEDUCTED FROM GROSS WAGES, 1.75%)

Section 4. Trust Agreements and Trustee Action. Each Employer hereby expressly agrees to be bound by each and all of the terms and provisions of the Trust Agreements establishing the Pension Fund, International Pension Fund, Health and Welfare Fund, Training Fund, the Labor Management and Cooperation Initiative and the Finishing Trades Institute. Each Employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreements heretofore made or hereafter made during the terms of the current and subsequent labor agreements as long as such labor agreements
provide for contributions to said funds and hereby ratifies and accepts the trustees so appointed as if made by each Employer.

Section 5. Industry Advancement Fund. Each Employer shall pay twenty-six cents ($ .26) per hour for each hour worked by each employee covered by this Agreement to the Building and Glazing Industry Training and Advancement Fund which shall be administered solely by The Builders' Association. Said sums shall be made in the same manner and on the same forms provided for the payment of fringe benefit contributions required by this Agreement hereinafter in this Article IX.

Section 6. Administrative Dues: Amount and Check-off. During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for check-off of union membership dues in a form permitted by the provisions of Section 302(c) of the Labor Management Relations Act as amended, each Employer shall deduct from the gross wages of all employees covered by this Agreement the Administrative Dues required by the Union. Said sums shall be remitted to the Union as Administrative Dues and the payment and reporting of said Dues shall be made in the same manner and on the same forms provided for the payment of fringe benefit contributions required by this Agreement hereinafter in this Article IX.

Administrative Dues as referred to herein shall include the following categories and shall be calculated and governed by the following: 3.5% of gross wages worked shall be deducted from the wages of each employee, other than an RLC Worker, and paid to the union and then remitted along with the other fringe benefits to the fiduciary appointed by the trustees and 1.75% of gross wages worked shall be deducted from the wages of each RLC Worker and paid to the union and then remitted along with the other fringe benefits to the fiduciary appointed by the trustees.

Regular Administrative Dues. Three and one-half percent (3.5%) of gross wages provided in Article IX of this Agreement multiplied times each hour of wages paid to each employee, other than an RLC Worker, covered by this Agreement. Said amount shall be deducted from applicable hourly wage rate and paid to Union. The Union shall have the unilateral right to modify the amounts of said dues and shall provide the Association thirty (30) days prior written notice of any such modification and each Employer agrees to comply with same.

One and three-quarter percent (1.75%) of gross wages provided in Article IX of this Agreement multiplied times each hour of wages paid to each RLC Worker covered by this Agreement. Said amount shall be deducted from applicable hourly wage rate and paid to Union. The Union shall have the unilateral right to modify the amounts of said dues and shall provide the Association thirty (30) days prior written notice of any such modification and each Employer agrees to comply with same.

The Union agrees that it will indemnify and hold harmless each Employer against any claim made by reason of the deduction of dues pursuant to this provision including the cost of defending such a claim.


A. (1) For the duration of this 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:

(2) For each hour or portion thereof for which an employee, other than an RLC Worker, receives pay, the Employer shall make a contribution of five dollars and ten cents ($5.10) to the above-named Pension Fund; five dollars and ten cents ($5.10) to be allocated to the IUPAT Union and Industry Pension Plan and $0.00 to be allocated to the IUPAT Union and Industry Annuity Plan.

(3) For the purpose of this Article, each hour worked, 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.
(4) Contributions shall be paid on behalf of any employee starting with employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, and probationary employees.

(5) 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 (hereinafter "Agreement and Declaration of Trust"). 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 the Employer had actually signed the same.

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

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

D. If an Employer fails to make contributions to the Pension Fund within fifteen 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, and any other provisions 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.

E. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes. DC #3 shall send an updated report to each contractor yearly.

F. The I.U.P.A.T. Union and Industry Pension Fund is under a Funding Improvement Plan. Under the Funding Improvement Plan, the hourly contribution rate to the IUPAT Union and Industry Pension Plan must be increased to six dollars and eight cents ($6.08) by December 31, 2021.

G. The International Pension contribution shall not increase the present total economic package and if, following any annual audit of the Pension Fund, there are substantial unfunded, vested benefits in the judgment of the Builders' Association, this obligation shall cease upon written notice to the local union, and the parties will negotiate concerning this benefit thereafter.

Section 8. IUPAT-FTI. The agreement between the Employer(s) and Union parties to this agreement regarding payments to the International Union of Painters and Allied Trades Joint Finishing Trades Institute (IUPAT FTI) is as follows:

A. (1) For the duration of this Agreement, and any renewals or extensions thereof, the Employer, agrees to make payments to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) as follows:

(2) For each hour or portion of an hour worked by a Journeyperson, the Employer shall make a minimum contribution of ten cents ($0.10) per hour to the above named Fund.

(3) Contributions shall be paid on behalf of any Journeyperson starting with the Journeyperson's first hour of employment in a job classification covered by this Agreement. This includes, but
is not limited to apprentices, journeypersons, trainees and probationary employees but excludes RLC Workers.

(4) The payments to the Apprenticeship Fund required above shall be made to the "International Union of Painters and Allied Trades Finishing Trades Institute Fund (IUPAT FTI)" which was established under an Agreement and Declaration of Trust, effective May 1, 1995. The Employer hereby agrees to be bound by and to said Agreement and Declaration Trust, as though the Employer had actually signed the same.

B. (1) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI), such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(2) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI), such Trustees as are now serving, or who will, in the future, serve as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(3) The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT FTI) pursuant to the said Agreement and Declaration of Trust.

C. All contributions shall be made at such time and in such manner as the Trustees require consistent with the Collective Bargaining Agreement; and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

Section 9. IUPAT LMCI. Commencing with the first day of the contract for the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor Management Cooperation Initiative ("Fund") for each Journeyperson covered by this Agreement as follows:

For each hour or portion thereof, for which a Journeyperson works, the Employer shall make a contribution of ten cents ($0.10) to the Fund.

For the purpose of this Article, each hour worked, including hours attributable to show up time, and other hours for which pay is received by the Journeyperson in accordance with the Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any Journeyperson starting with the Journeyperson's first day of employment in a job classification by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees but excludes RLC Workers.

The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

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.

All contributions shall be made in such time and in such manner as the Trustees require consistent with the payment schedule for local fringes; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

If an Employer fails to make contributions to the fund within fifteen 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 provisions 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.

The Trustees shall at all times operate the IUPAT LMCI in such manner to enable the Employer at all times to treat contributions to IUPAT LMCI as a deduction for income tax purposes.

Section 10. Depository Bank and Remittance Reports. The contributions required by this Article IX shall be remitted to such depository as the parties to this Agreement and the trustees of the involved funds shall specify. Said contributions shall be paid on or before the tenth (10th) day after the last day of the preceding month for the hours worked during said preceding month. Simultaneously with the making of said contribution payments, each Employer shall prepare and file a written monthly report form with the designated depository setting forth the names, Social Security numbers, hours worked and paid (regular, overtime, and lead time), gross wages paid and such other information as is required by the Trustees of the involved trust funds. The written monthly report form shall be furnished to each Employer by the trustees of the involved funds.

Section 11. Compliance Audit. Each Employer shall, upon request of the designated representative of the trustees of the aforementioned funds, furnish and produce for audit, inspection and copying, such information and records as the trustees require in the performance of their duties to such funds. The trustees or their designated representatives shall have the right at all reasonable times during business hours to enter upon the premises of each Employer and to examine, inspect and copy such of the books, records, papers and reports of each Employer as are necessary for the trustees of said funds to determine if each Employer is fully and accurately complying with its obligations to make the fringe benefit contribution payments required by this Agreement.

Section 12. A. Late Contributions. Each Employer agrees to be bound by all resolutions or formal actions of the trustees of the aforementioned funds regarding the collection of contributions and acknowledges that said trustees have broad powers to ensure the timely payment of contributions. Each Employer hereby agrees that if the payment of fringe benefit contributions as required herein is made more than fifteen (15) days after the due date for said contributions as set forth in Section 11 above, then in that event each Employer agrees to pay liquidated damages and interest in addition to the contributions due and owing, according to the collection policy of the trustees.

B. Collections: Employers' are hereby put on notice that the trustees of this fringe benefit program have broad powers to insure the collections of contributions and the preservation of the trusts, including, but not limited to, requiring Employers' to put up advance cash deposits, bonds, imposition of assessments and/or liquidated damages, recovery of costs and instituting legal action in the courts against delinquents. If it becomes necessary for the trustees to file suit against an Employer for delinquent fringe benefit monies due, the Employer agrees to pay, in addition to liquidated damages, all litigation costs, including a reasonable attorneys' fee.

Section 13. Direct Payment Prohibited. No employee shall have the option to receive, instead of the benefits provided for by the Agreements and Declarations of Trust, any part of the payments of an Employer. No employee shall have the right to assign any benefits to which the employee may be or become entitled under the terms of the Agreements and Declarations of trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created or through severance of employment or otherwise.

Section 14. Economic Action. In the event that an Employer has failed to pay in full the amount owing to the fringe benefit funds under this Article and such failure has continued fifteen (15) days, the Union may, after at least one (1) weeks' notice in writing to the Employer's main office, with a copy to the Association, direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from that Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the Trustees and may be exercised by the Union notwithstanding the arbitration provisions set forth in Article XVI.
Section 15. Additional Employer Pension Contributions. The foregoing Employer contribution rates are the Employer's total hourly cost for providing pension benefits during the term of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of the Agreement, the Employer is legally required to make Employer contributions to any Pension Plan ("Pension Plan") which are at an Employer contribution rate which is greater than the Employer contribution rate required to be made by the Employer under the terms of the Agreement (or has the aggregate effect of requiring additional Employer contributions to the Plan by the Employer) (i.e., the "additional contribution rate"), by reason of the direct or indirect application of any law, regulation or rule, including the Pension Protection Act of 2006 and any successor legislation, then the parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at the additional contribution rate until the date the additional contribution rate is no longer in effect, the Employer shall be entitled to reduce the wage rate paid to covered employees as set forth in the Agreement by an amount equal to fifty percent (50%) of the additional Employer contribution rate the Employer is legally required to pay to the Pension Plan. In no event shall the total wage/fringe package be increased during the term of the Agreement as a result of the foregoing sentence. All other provisions of the Agreement shall remain in full force and effect during its term.

ARTICLE X
WORKING HOURS AND RULES

Section 1. Working Hours.

A. Regular Hours. The regular work week shall consist of five (5) eight (8)-hour days, 7:00 A.M. to 3:30 P.M., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below.

The starting time may be advanced or delayed by one hour on either side of 7:00 A.M., with notification to the Union. The advanced or delayed starting time must run for a period of at least five (5) days.

Saturday may be voluntarily used as a makeup day, at straight time, for lost time due to inclement weather when utilizing a 5 (8's) work week.

The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten hours at straight time. The 4-10's must run for a period of at least four days. The Employer shall notify the Union before beginning a 4-10's schedule. When utilizing a Monday through Thursday 4-10's work week, Friday may be used as a makeup day, at straight time, for time lost due to inclement weather; but Saturday may only be worked as a makeup day, at straight time, if a Friday makeup day has been lost to inclement weather. When utilizing a Tuesday through Friday 4-10's work week, Saturday may be used as a makeup day, at straight time, for time lost due to inclement weather; but Monday may only be worked as a makeup day, at straight time, if a Saturday makeup day has been lost to inclement weather.

Example: If 50% of allowable hours are worked the day before then makeup day hours are allowed up to a full 8 hour day including hours of previous day at straight time. If more than 50% of allowable hours are worked the day before then makeup day is at appropriate overtime rate for all hours worked on makeup day.

B. Odd Hours. On jobs that cannot be performed during the regular work day, including heavy traffic areas such as offices, retail stores, shopping centers or factories, in such cases work may be performed at the regular hourly rate. All other work rules, guaranteed payment and other provisions of this Agreement shall apply when such work is being performed, and before starting any such project prior notification must be made to the Glazier's union office. All such work in excess of scheduled eight hours daily shall be at the appropriate overtime rate. This section shall not apply to any project where work is being performed under International Agreement, Project Agreement, Maintenance Agreement, etc.

C. Holidays. The following holidays shall be granted: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. In the event any of the designated holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the designated holidays fall on a Sunday, the following Monday shall be observed as the holiday.
Section 2. Overtime.
The Union recognizes the right of an Employer to refrain from offering overtime to employees that miss work during the regular work week. Time served in the apprenticeship program shall not be counted as missed work.

Time and one-half shall be paid for the following: any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten [10] hours in a 4-10's week), the first eight (8) hours of a Saturday (except as provided in Article X, Section 1.A. above).

Double time shall be paid for the following time: any work in excess of eight (8) hours on a Saturday (except as provided in Article X, Section 1.A. above), Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. No work shall be performed on Labor Day except to save life or property.

No work shall be done on the above Holidays except in cases of extreme emergencies, and the Business Representatives shall be notified of work to be performed before glaziers report to the job. When a company, working overtime, requires journeypersons other than regular employees, they must obtain such workers through the Business representative.

Section 3. A. Pay Day. There shall be an established pay day for all glaziers at least one day each week, and they shall be paid no later than 3:30 P.M. of said established pay day, unless the glazier is returning to the shop in a company vehicle. There shall be no more than three working days from the time that hours are turned in until the time the employee receives the employees' paycheck. When a glazier's employment is terminated by the Company, the glazier shall be paid in full by quitting time on the day on which the glazier is terminated. In the event that this is not possible, the Company shall have a forty-eight (48) hour grace period in which to make the pay available to the glazier. In lieu of any penalty otherwise applicable, if this agreement is violated, the Company shall pay the employee waiting time if the employee has to wait for the check and overtime shall be paid after 4:30 P.M.; further the employee shall be paid mileage and driving time if required to drive to the shop for the check.

In lieu of paying the employee by check, on the above payday, each Employer, at its option, may pay its employees by automatic deposit into an employee's designated financial institution. If such a deposit is not possible, then the Employer, at its option, may pay by an Employer supplied debit card or by check as specified above. This electronic payment shall be available no later than the normal established pay day. Employers' choosing to utilize automatic deposit or debit cards shall furnish to the employee a written paystub which may be delivered via mail or courier service to the employees last known address. The employee's payroll information shall be post marked no later than the day of the electronic deposit of funds.

B. Pay Stubs. A company's payroll stub shall show the employee's year-to-date wages, gross wages, net wages, federal and state withholdings, overtime pay, lead pay, individual savings account withholdings, all contributions made on the employee's behalf to fringe benefit funds and dues deduction. If the employee works outside the territorial jurisdiction of this Agreement under a different rate of pay, the rate shall be shown.

Section 4. Show-Up Time.

A. Regular Work Day. An employee called to work shall receive not less than two (2) hours pay. Glaziers will be notified by quitting time, or not later than 6:00 P.M. of the previous day in the event of a lay off. If glaziers cannot be contacted, the Business Representative or a member of the Executive Committee must be notified. Failure to notify glazier will entitle glazier to two (2) hours show-up time. It shall be the glazier's responsibility to have their current address and current telephone number on file with the Company. No pay will be given when work is not available due to conditions beyond the Company's control such as an Act of God, fire, flood, explosion, labor disputes, or inclement weather. During a regular (8 hour) work day Employer shall provide one (1) paid morning break of fifteen minutes. There shall also be a non-paid thirty (30) minute lunch break. If jobsite is scheduled for 4-10's then Employer will also provide for an additional one (1) paid fifteen minute afternoon break.
Employees are encouraged to take their breaks at their current working location and not intentionally congregate to one location for all. Under no circumstances shall employee leave the premises of the jobsite during any break.

B. (1) Emergency Work. When glazers are called to work at any time outside of 6:00 A.M. to 6:00 P.M., Monday through Friday, they must receive not less than two (2) hours pay at the appropriate overtime rate.

(2) Scheduled Work. Scheduled work on weekends and holidays shall receive not less than two (2) hours at the appropriate overtime rate.

C. Call Back. On weekdays, Monday through Friday, regular employees called back to work after regular working hours shall receive not less than two (2) hours pay at the time and one-half rate. Of this two (2) hours, one (1) hour shall constitute full pay for traveling time without regard to the actual amount of traveling time spent. There shall be no call back after midnight.

Section 5. Shift Work. Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 P.M. and end at 12:30 A.M. with one-half (1/2) hour for lunch between 7:30 P.M. and 9:00 P.M. and shall receive eight (8) hours' pay. The third shift shall begin at 12:30 A.M. and end at 8:00 A.M. with one-half (1/2) hour for lunch between 3:30 A.M. and 5:00 A.M. and shall receive eight (8) hours' pay.

Section 6. Employment. Members of the Union will not perform work for any contractor other than a glazing contractor. A member may only work for a glazing contractor or a non-construction Employer if the glazing contractor or other Employer is a party to this agreement either by execution or stipulation. No member will work for any Employer who does not live up to the provisions contained herein.

Section 7. Sub-Contracting. The Company agrees that in the event any work is subcontracted to be done within the geographical jurisdiction of the Union and said work is of the type and nature as outlined in Article III of this Agreement and is to be done at the site of construction, alteration or repair of buildings, structures or other works, then in that event such subcontract will be awarded to a company whose wages, hours and conditions of employment (excluding union security) are at least equal to those wages, hours and conditions of employment established under local agreements with this Union or a Union affiliated with the International Union of Painters and Allied Trades.

Section 7a. Allied Tradespersons. If Union cannot provide properly qualified workers in a timely manner, then at Employers' request DC #3 shall provide Allied Tradesperson at their rate to work as glaziers. When Local 558 member glaziers are on the "Out of Work" list, such Allied Tradespersons performing work of the type and nature as outlined in Article III of this Agreement must be laid off so Local 558 member glaziers may return to work.

Section 8. First Aid Kit. Every shop shall furnish cleaning rags and maintain a first aid kit on all glazing trucks and job sites and maintain safe equipment and conditions.

Section 9. Rack Schedules. Attached hereto and made a part of this Agreement is Appendix A, commonly known as the rack schedule. When mechanical aids are used, the schedules do not apply. 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.

Section 10. Union Steward. The company agrees the Union has a right to select a Union Steward if so desired. The Union Steward shall be mutually selected by both Union and Company from among the employees of the company and shall be a working Steward. The Steward shall be an agent of the Union in the absence of the Business Representative. The duty of the Union Steward shall be to enforce the provisions of the Agreement. No company shall be without a Union Steward if deemed necessary by the Union. The Union Steward will be reviewed at least yearly by the Union and such review will be passed onto Company. The company shall not discharge a Union Steward without going through the Dispute Settlement
and Arbitration procedure as provided for in Article XVI of this Agreement. The employee will not act as the Union Steward during the period of arbitration.

Section 11. Elections. The Company and the Union agree that voting is an important act and responsibility for each employee. The Company may use payroll inserts and other communications to promote, in a neutral, nonpartisan manner, the importance of each employee taking the time to vote in local, state and national elections. Glaziers shall be allowed two (2) hours off, without pay, for the purpose of voting in all national and state elections and will give Company notice if this time off may adversely affect a Glazier’s current project so that Company and employee may work out times that fit best for both.

Section 12. Employers’ Clause. When an Employer, who is a member of the Union, may wish to perform work himself or herself, that Employer shall be able to do so. Every member/owner of a company shall meet the criteria of ERISA and Taft-Hartley laws, as well as the terms and conditions of this Collective Bargaining Agreement and the summary plan descriptions of all funds included in this Collective Bargaining Agreement when performing said work. Any company signatory to this Agreement must operate from a recognized, established place of business, other than its home. All companies employing one or more workers hereby agree to voluntarily comply with the Kansas or Missouri Unemployment Compensation Act, and also carry workers' compensation insurance for the protection of the glaziers employed by them in a reliable company authorized to write policies in the states of Kansas or Missouri, and it shall be their duty to file certificates of said insurance with the Business Representative.

Section 13. Hauling Materials. Employees will not be permitted to haul company equipment and/or materials in their private vehicles except hand tools as called out in Article X, Section 17, or similar tools. No privately owned vehicles shall be leased or rented to the Employers’ by the employees covered by this Agreement. In order to assist the contractor in minimizing cost and overhead expense, the employees will cooperate with the Employer by carrying small amounts of material, e.g., two closers, door sweeps, caulkling, door hardware packages, a box of rubber, 6’ -ladders, glass (up to 50 united inches per piece, 4 pieces, wrapped), chop saw, in their personal vehicles if space in the truck outside the cab or in the trunk of the vehicle permits.

Section 14. Picket Lines. Employees covered by this agreement shall have the right to respect any legal Primary Picket Line validly established by a bona fide Labor Organization, and the Union party to this agreement has the right to withdraw employees covered by this agreement whenever the Employer party to the agreement is involved in a legitimate Primary Labor dispute with any bona fide Labor Organization.

Section 15. Bulletin Board. The companies will permit the Union to post union notices on its bulletin board or usually designated bulletin area.

Section 16. Truck Identification. All companies party to this Agreement shall identify all glazing trucks or glazing vehicles used in the glass and glazing trade by the name of the company permanently affixed to the truck or vehicle.

Section 17. Power Tools and Equipment.

| All levels, 4' and over | Files | Straight edges |
| Bulk Caulking gun | Apex Tips/Bits | Nut Runners |
| Regular Caulking Gun | Suction cups | |
| Glass cutters | Glass gloves | |
| Countersinks | Hacksaw Blades | Tape fillers |
| Drill bits | Laser Level | Taps |
| Electric drills | Masonry bits | Welding gloves |
| Electric hammer | | Welding hoods |
| Extension cords and plugs | Mitre box for metal | Welding leathers/sleeves |
The company agrees to furnish the above tools, all power tools, special equipment, and similar type expendable items as listed above where use is required by the company. Employees shall endeavor at all times to protect and take care of company equipment regarding damage and theft. No employee shall be permitted to use any of the employee’s own power equipment.

Section 18. Hoists. No employee shall ride any hoist or elevator unless designated as a personnel carrying hoist approved by certificate of inspection from the recognized governmental certifying authority.

Section 19. Union Label. The company shall recognize the right of the employee to post the Union Label on each job.

Section 20. Jurisdiction. The contractor or the Employer party to this agreement, when engaged in glazing work outside the geographical jurisdiction of this agreement, shall make effort to employ not less than fifty percent (50%) of the workers employed on such work from 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.

The Employer party hereto shall, when engaged in glazing 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 affiliated Local Union(s) 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 employees employed by such Employer from within the geographic jurisdiction of this agreement and who are brought into an outside jurisdiction, such employee 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 that local agreement and through the courts.

Jurisdiction: A contractor or Employer from outside the territorial jurisdiction of Article II, when engaged in work within that jurisdiction, shall employ not less than fifty percent (50%) of the employees on such work from the territorial jurisdiction if practical.

Section 21. Parking shall be paid, up to $20.00 per day, if the Employer is provided with receipts unless other arrangements are made for parking by the Employer.

Section 22. The employee is expected to maintain a valid, regular driver’s license at the employee’s own expense. The Employer agrees to pay for all costs, including time lost, cost of license, and physicals, for obtaining any licenses required by any law, in any state, to drive any vehicle that the company may require. It is further agreed that any employee that has had driving privileges to and from work revoked shall have the responsibility to promptly notify Employer and if such employee continues to drive vehicle to and from work they will not be compensated for mileage or travel time. If the employee without a valid license is given a ride to and from work, the Employer will still be responsible for paying all mileage and travel times as per the contract as if the employee had driven him/herself. If employees carpool then only the driver/owner of vehicle shall receive IRS mileage.

ARTICLE XI
TRAVEL EXPENSES AND REGULATIONS

Section 1. A. Out-of-Jurisdiction Expenses. When a glazier is sent out of the jurisdiction and the job is of such distance from Kansas City as to make it impractical for the glazier to return home at night, the glazier shall be directly paid $60.00 per night for room and $30.00 per day for meals for nights actually spent near a job site outside of the jurisdiction immediately preceding a scheduled day of work, or such other arrangements as are agreeable between the employee and employer. If the room rate exceeds $60.00 per
night, with prior Employer approval, the Employer shall pay the difference, if provided receipts; and the Employer shall pay for round-trip mileage (if employee uses employee’s own vehicle) at the current IRS rate. The Employer, employees and union may agree on other accommodation arrangements, i.e. apartment, condominium, residential housing, etc.

B. A meal allowance of $13.00 shall be paid when the glazier is out of the jurisdiction after 6:30 p.m., but not overnight.

Section 2. Out-of-Jurisdiction Mileage. When the glazier is sent out of the jurisdiction but returns each night, the glazier must be at the jurisdiction line at the Employer’s normal start time, and at the Employer’s normal quitting time; and will be paid mileage at the current IRS rate, if in the glazier’s own vehicle, from the jurisdiction line to the jobsite and back to the jurisdiction line. This shall only apply to projects outside the jurisdiction of the Kansas City Collective Bargaining Agreement. If employees carpool then only the driver/owner of vehicle shall receive IRS mileage.

Section 3. In-Jurisdiction Mileage. When a glazier reports to the home shop and is sent to a job in the glazier’s own vehicle, mileage shall be paid from the shop direct to the job at the current IRS rate; the same rates apply for mileage in the glazier’s own vehicle directly between jobs. If employees carpool then only the driver/owner of vehicle shall receive IRS mileage.

Section 4. Travel Time Hourly Rate (Employee Vehicle). The rate of pay for travel time shall be two-thirds (2/3) of the employee’s regular hourly wage rate, computed on a time and one-half basis, plus applicable fringe benefit payments as set forth in Article IX. This rate of pay shall apply to all riding time before and after regular hours and including riding time on Saturdays, Sundays, or Holidays on all work. Riding time shall not be computed as time worked. This shall only apply to projects outside the jurisdiction of the Kansas City Collective Bargaining Agreement.

Section 5. Travel Time Hourly Rate (Company Vehicle). The rate of pay for travel time before and after regular working hours, Monday through Friday, shall be two-thirds (2/3) of the employee’s regular hourly wage rate, computed on a time and one-half basis, plus applicable fringe benefit payments as set forth in Article IX in accordance with Federal statutes as administrated by the Wage and Hour Division of the Department of Labor. All other riding time shall be computed at the overtime rate of pay as outlined in the contract. All riding time on Saturdays, Sundays and Holidays shall be computed in accordance with the overtime clause. When Glaziers are sent out of the jurisdiction, their riding time shall be paid by the Company at the pay rate described above. When Glaziers are within jurisdiction, their riding time shall be paid by the Company at the pay rate described above for drive time before or after working hours.

ARTICLE XII

APPRENTICESHIP AND JOURNEYPRESON TRAINING

Section 1. The Apprenticeship Standards for Glaziers, formulated by the Joint Apprenticeship Committee for Kansas City, Missouri, and Vicinity dated July 7, 1959, revised March 29, 1984, and subsequent amendments thereto become a part of this contract.

Section 2. The Joint Apprenticeship and Training Committee shall promote and conduct ongoing yearly Journeyperson training.

Section 3. Training will be part of the requirements for participation in the Safety Training Awards Recognition (STAR) program. The amount and nature of the training and other requirements for eligibility will be determined by the STAR committee. Upon request of the Builders’ Association, a report of those who have participated will be furnished to The Builders’ Association. Such list shall be distributed, upon request, to Contractors signatory to this Collective Bargaining Agreement with District Council #3/Glaziers Local Union 558.
ARTICLE XIII
SUCCESSOR CLAUSE

Before the Employer sells, leases, transfers to, or assigns the business covered hereby to any purchaser, transferee or assignee, such person must be advised by the Employer of the existence of this Collective Bargaining Agreement, and the Employer agrees to do so. When the purchaser, transferee or assignee accepts the contract and agrees to be bound by the terms thereof and signs a statement accordingly or countersigns the contract, the seller shall be relieved of all the obligations the seller may have assumed under the terms of the contract.

ARTICLE XIV
SAVINGS CLAUSE

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If, at any time thereafter, such term or provision, as originally embodied in this Agreement, is found to be legal, it 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 XV
UNION REPRESENTATIVES

Section 1. Shop Visitations. Authorized representatives of the Union shall be allowed to visit the shops for the purpose of administering the contract after first notifying the Employer.

Section 2. Payroll Inspection. The Business Representative of the Union shall have the right to examine the company’s payroll records at any time, and only records necessary to determine the accuracy of the payroll pertaining to the employees covered under this contract, after first notifying the acting company manager.

ARTICLE XVI
DISPUTE SETTLEMENT AND ARBITRATION

Section 1. Work Stoppages. There shall be no stoppage of work for any reason whatsoever. Any differences that may occur between an Employer or Employers’ and the Union or differences between the Association and the Union shall be handled in accordance with the following procedure.

Section 2. Time Limitation. Any differences will first be discussed by and between the parties involved and/or the steward, superintendent or Employer. Any dispute or grievance of an employee not reported to the Employer within ten (10) working days after the occurrence of same shall be declared invalid and not processed.

Section 3. Grievances. If the matter cannot be adjusted at the job level, the matter shall be reduced to writing and referred, by either party, to a representative of the Union and a representative of the Association. Any agreement reached in this second step will be final and binding on all parties.

Section 4. Steps to Arbitration. If the representatives of the Union and the Association cannot settle the matter within ten (10) days, they will choose a neutral third party who shall act as arbiter. In the event the representatives cannot agree on an arbiter, either the Association or the Union may request a list of five potential arbiters from the Federal Mediation and Conciliation Service. After each side has struck two names, the remaining name on the list will become the arbiter.
Section 5. Arbitration.
   a) All expenses of the arbitrator, cost of attorney's fees, witness fees, and all court costs shall be paid by the losing party. If award is split by percentage than losing party shall pay all said expenses of winning party by the same percentage as award may list.
   b) The arbitrator shall have no authority to amend, add to or subtract from, modify or in any manner nullify or make inoperative the terms or provisions of this Agreement.
   c) The decision of the arbitrator must be in writing and shall be final and binding upon both parties.

ARTICLE XVII
DRUG AND ALCOHOL POLICY

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work. The employee will follow the safety and substance abuse policy and procedures of the Employer and any of its project agreements.

The joint apprenticeship committee shall institute a pre-employment drug testing program for apprentices. The Glazers' Apprenticeship, Health and Safety Training Fund shall pay the cost of the pre-employment drug testing program for prospective apprentices.

The Employer may require a pre-employment, reasonable suspicion, post-incident and random blood alcohol content test and/or a drug test. Such Employer-directed testing shall be at the cost of the Employer. Individual Employer's may participate in testing programs including, but not limited to, the Mo-Kan Construction Industry Substance Abuse Fund Program (CISAP).

ARTICLE XVIII
NON-DISCRIMINATION CLAUSE

The employers and the Union agree they will not discriminate against any employee or applicant for employment because of sex, race, religion, creed, age, color or national origin, or any other classification protected by applicable discrimination laws, and they will comply with all provisions of Executive Order 11246, the rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of the United States provided such rules are consistent with the national federal labor laws.

ARTICLE XIX
DURATION OF AGREEMENT

THIS AGREEMENT shall continue in force and effect from April 13, 2017, until midnight, March 31, 2021, 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 of the desired change must be served the other party at least sixty (60) days prior to March 31, 2021, or any annual anniversary date thereafter.

(remainder of page intentionally blank)
Dated the __________ day of May, 2017

THE BUILDERS’ ASSOCIATION

[Signature]

DISTRICT COUNCIL #3 AND GLAZIERS’, ARCHITECTURAL METAL AND GLASS WORKERS’ LOCAL UNION NO. 558

[Signature]
APPENDIX A. - 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  3 men
    if glass over head height does not exceed 72"
  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.
APPENDIX B. - Residential/Light Commercial

Section 1. - Residential/Light Commercial (RLC) Worker:

An RLC Worker is one that is either hired directly by the Employer or sent from Local 558 or other jurisdictions for employment by Employer. Work categories of the RLC Worker are defined as follows:

a. Residential/Light Commercial Construction – Ratio: For every one (1) Journeyperson, Employer can use five (5) RLC Workers (excluding items c, d, and f listed below)*;
b. Fabrication of any item related to this Collective Bargaining Agreement with a ratio of one (1) RLC Worker to one (1) Journeyperson; two RLC Workers to the first two Journeypersons or foremen employed; and one additional RLC Worker to every two (2) journeypersons or foremen employed thereafter;
c. Installation of Automatically Controlled Door Systems*;
d. Service Work (less than 24 hours spent on any one project) for all construction types (excluding commercial construction "punch and warranty work")*;
e. Delivery and Material handling of any item related to this Collective Bargaining Agreement, subject to the limitation that on a Commercial Project the RLC Worker can only stock materials up to floor lines*; and
f. Installation of Prefabricated Interior Glazing/Wall Systems such as Avanti, Alpha, DIRTT, or similar*.

*Above work categories as defined may be completed by either a glazing Journeyperson and/or an RLC Worker.

Section 2. - Definitions of Commercial, Light Commercial and Residential Construction

a. This section defines when Commercial wage rates apply and when Residential/Light Commercial (RLC) wage rates apply within this CBA. In no event shall the RLC Worker wage rates apply to work covered by the Davis-Bacon Act or the Prevailing wage law of any State or Municipality.

b. Residential Projects: Residential projects shall be defined as the construction, alteration or repair of the following structures: single family dwellings, duplexes, row houses, town houses, condominiums (except on new construction over 5 stories), apartment buildings (except on new construction over 5 stories), nursing homes, assisted-care facilities, hospice care facilities, group homes and existing buildings turned into lofts.

c. Light Commercial Projects: Light Commercial projects shall be defined as the construction, alteration or repair of the following structures or tenant spaces: individual retail establishments of retail floor space, restaurants, strip malls of single story construction where no greater than ½” plate glass shall be used, and hotels of no more than five (5) stories above grade.

d. Commercial Projects: Commercial projects are all those that do not fall within the scope of the definition of Residential projects and/or Light Commercial projects.
Section 3. - Residential/Light Commercial (RLC) Rate:

a. *An RLC Worker with a minimum of three hundred (300) hours of employment may (but is not obligated) be entered into the Apprenticeship program at the discretion of the Company. However once an RLC Worker becomes an indentured apprentice they shall not be returned involuntarily to the RLC Worker status.

RLC Workers’ wages will be defined as follows:

<table>
<thead>
<tr>
<th>RLC Workers with less than 1,200 Hours</th>
<th>RLC Workers with more than 1,200 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wages &amp; Benefits</strong> 4/13/2017</td>
<td><strong>Wages &amp; Benefits</strong> 4/13/2017</td>
</tr>
<tr>
<td>Wages</td>
<td>Wages</td>
</tr>
<tr>
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<td>$15.00</td>
</tr>
<tr>
<td>*Health &amp; Welfare *</td>
<td>*Health &amp; Welfare *</td>
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<tr>
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<td>$ 6.60</td>
</tr>
<tr>
<td>*Local 558 Pension</td>
<td>*Local 558 Pension</td>
</tr>
<tr>
<td>$ 2.00</td>
<td>$ 2.00</td>
</tr>
<tr>
<td>*Industry Advancement Fund *</td>
<td>*Industry Advancement Fund *</td>
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<td>$ 0.26</td>
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<td><strong>Total Package</strong></td>
<td><strong>Total Package</strong></td>
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<tr>
<td>$21.86</td>
<td>$23.86</td>
</tr>
</tbody>
</table>

* Note that all asterisk label listings in wage columns are subject to Article IX, specifically:
  - Section 1
  - Section 2 (items 2, 3, 4)
  - Section 4
  - Section 5
  - Section 6
  - Section 7 (items A1, A2 as related to RLC IUPAT rate, A3, A4, A5, B, C, D, E, F)

Special Note: A Local 558 Journeyperson may work on any RLC project as long as that Journeyperson maintains the pay package as listed and quantified in Article VIII of this agreement.