

Outside Agreement

Regular Members

Between
Construction Employers Association
And
Glazing Contractors Association
Of Northeast Ohio



The International Union
Of
Painters and Allied Trades,
District Council No. 6



Glaziers Local Union No. 181

Cleveland, Ohio
2006-2011



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GLAZIERS OUTSIDE AGREEMENT

2006-2011

Article I

Dates and Area

1. WHEREAS, the parties hereto desire to stabilize employment in the Architectural Metal Glass and Glazing Industry, agree upon wage rates and conditions of employment and do away with strikes, boycotts, lockouts, and stoppage of work.
2. The Employer and Union sign this Agreement as the authorized agents of such membership in respect to all matters set forth in this Agreement, and provisions of this Agreement shall be binding upon both parties on Building Construction Work within the jurisdiction of the International Union of Painters and Allied Trades as is stated in its Constitution. In Ashtabula, Cuyahoga, Lake, Geauga, Lorain and portions of Summit, Erie, Huron, Medina, and Portage Counties and the adjoining territories as herein after provided, and any additional territories coming within the jurisdiction of the Union.
3. This Working Agreement is made and entered into by and between the International Union of Painters and Allied Trades, AFL-CIO, District Council No. 6, Glaziers Local Union No. 181, Cleveland, Ohio (hereinafter referred to as the Union) and the Construction Employers Association and Glazing Contractors Association of Cleveland, Ohio (hereinafter called the Employer).
4. The term "Employer" shall also include any employer who has given any of the foregoing the authority to bargain on its behalf and any employer who is not affiliated with any of the foregoing, but which enters into a separate agreement with the Union, incorporating by reference therein, the provisions of the Agreement. Upon execution of this Agreement and upon request of the Union from time-to-time thereafter, the foregoing shall provide the Union with a list of the employers on whose behalf they executed this Agreement.

The term "Employee" shall be construed to include all persons hired by the Employer to perform the work set forth in section 2 above.

5. The provisions of this Agreement shall continue in full force and effect until April 30, 2011, thereafter from year to year, subject, however, to the right of the Union and the company to give written notice by certified mail to the other party at least sixty (60) days prior to April 30, 2011.

**JURISDICTION OF LOCAL UNION 181, CLEVELAND, OHIO
(within the State of Ohio)**

Counties of:

Ashtabula, Cuyahoga, Lorain, Lake, Geauga, eastern part of Erie County, northeastern part of Huron, northeastern part of Medina, northern part of Summit, northern part of Portage. Local Union 181 has a dividing line between their Local Union and Local Unions having a portion of any on of the following Counties: Portage, Summit, Medina, Huron, and Erie. This dividing line can be determined by the following:

Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82, 8 and 271, follow Route 271 south to Medina County line, follow the Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow route 252 south to Route 18, follow Route 18 west to Route 301, follow Route 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line west and then north along the line to Route 18, follow Route 18 west onto Route 20, follow Route 20 west to Route 4; follow Route 4 north to Lake Erie.

Local Union 181 has the jurisdiction on all projects built on the

property which borders on the above routes and/or intersections, wherever a County line is the divider between Local Union 181 and another Local Union, the jurisdiction of Local Union 181 is only to the county line.

ARTICLE II
Restrictions and Transfer of Men

1. The Employer and Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no orders, rules, customs, or practices shall be permitted that limit production or increase the time required to do the work. There shall be no restrictions against the use of machinery, tools, or labor saving devices, nor against the use of any materials, raw or manufactured except prison made materials. Safe working conditions and tools must be recognized as being of prime importance on all work.
2. No Glazier shall be required or requested to work above the sixth floor unless elevator service is made available or the Union grants permission. Also, no Glazier shall be laid off or discharged for refusing to walk to his work above the sixth floor.
3. During slack periods of employment, the Employer shall endeavor to divide all work fairly and equitably among their employees, providing employees are capable of performing the required work.
4. The Union or Employer shall not transfer journeypersons from one Employer to another without the consent of the employee, the Union, and the Employer for whom they are working.
5. The Business Manager or any authorized representative of the Union shall have the right to visit all places, shops, or jobs for the purpose of inspection.
6. No employee shall be discharged because of upholding the provisions of this Agreement. In case of violation, the employee or the Employer shall report the matter to the Business Representative.

7. Unless notice is given to the individual, and Union Office prior to three (3:00) p.m. that the employee's services are no longer needed the following day, all employees reporting for work the following day shall be paid two hours pay.
8. Every Employer shall give a list of steady Glaziers and inside personnel to the Local Union 181. It will be due every May 1 beginning August 1, 2006. Any subtraction in steady personnel shall be for a just cause subject to Article XXIV Work Rules/ Procedures.
9. 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 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 by the greater percentage of their time in such area, any others shall be employed only from the employer's home area.

ARTICLE III
Conditions for Employment

1. The Company is agreeable to make payment of initiation fees and regular Union dues a condition of continued employment for all employees in the bargaining unit covered by this agreement.
2. Upon receipt of a written request from the Union, the Company agrees to discharge any employee who, at anytime, after seven (7) days from the beginning of their employment, or seven (7) days from the effective date of this Article, whichever is later, fails or refuses to tender regular union dues and the initiation fee.
3. The Union agrees that membership in the Union will be available to all employees in the bargaining unit on the same terms and conditions generally applicable to other members.
4. It is agreed and understood that the seven (7) day provision in

Section 2 above is satisfied by a showing of total employment for seven (7) days and by any member represented by the employer whether singularly or in the aggregate.

5. It is understood that for the duration of this Agreement, it is not to be considered a breach of this Agreement if individual employees refuse to work with workers who are not members of their craft or affiliated organizations.
6. It is further understood that the Union and its members shall retain the right to refrain from crossing a picket line established by any Union on the Employer's premises or construction sites, and may render any assistance to any such protesting Union as its members deem appropriate.

ARTICLE IV
Stewards

1. The duty of all Stewards is to enforce the rules of this Agreement and to report to the Business Representative and Employer any infractions or violations that may come to their attention. If Shop or Job Steward or any member they discharged for calling attention to any of the terms of the Agreement, they shall at once be reinstated until the matter is adjusted between the Union and the Employer. If the worker is not immediately reinstated, all Glaziers will be withdrawn from the shop or job.

ARTICLE V
Steward - Injured Employee

1. When an employee is injured in the shop or on the job, the Steward, or employee in charge, shall do the following to assist the injured employee:
 - A. See that the worker is given first aid and then call the employer immediately for instructions.
 - B. If seriously injured, either take the worker to a hospital or call an ambulance to take them there.

- C. Make a complete report of the accident to the employer and the Union.
 - D. First aid kits to be furnished by Employers on all job sites where Glaziers are working. Also, furnish all other safety equipment required under State and Federal OSHA.
2. The Steward or employee in charge, shall be paid for their time while giving first aid or for driving the injured worker to the hospital, and taking care of the injured worker's tools and clothing. The injured employee shall be paid in full for the day of injury up to the balance of his regular shift.

ARTICLE VI
Bond

- (a) Each employer shall post a bond scaled to the number of Employees as follows: 1 to 4 Employees \$10,000; 5 to 10 Employees \$15,000.00; over 10 Employees \$20,000.00. The bond is to cover the payment of wages and payments to all entities listed in this collective bargaining agreement. However employer members of the Glazing Contractors Association shall be required to post a \$10,000.00 bond. New employers with 1-4 employees to have a \$5,000 bond up to and including the second year.
- (b) Each Employer who is not under the jurisdiction of the Glaziers Local Union No. 181/Painters District Council No. 6 and who is not signatory to this Agreement shall post a bond as prescribed in (a) above.
- (c) All such bonds shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in a form satisfactory to the Joint Trade Board. An Employer who cannot or does not provide a bond from an appropriate surety, shall be required to post a cash bond deposit in lieu of such a bond, in an amount equal to the amount otherwise required to be provided in (a) above.

The bond shall be obtained from each Employer, by the Union before any Employees are put to work for that Employer. Custody of the original bond shall be in the Painting Industry Insurance Fund Office and the administrator shall report to the Joint Trade Board on a monthly basis the status of all bonds. Notice of cancellation of any such bond, shall be given immediately to the Union and then by the Union to the Association.

The amount of bond required hereunder shall be subject to the review and adjustment, if necessary, by the Trustees of the Funds if the Employer is reporting on more Employees than covered by the bond. In the event the Trustees determine that the amount of the bond required must be adjusted, the Trustees may so adjust the amount to that calculated to protect the fringe benefit contribution and deductions, as called for by this Agreement based on the number of Employees of the Employer. In the event of such adjustment, the Trustees shall provide notice to the Employer of the adjustment and provide reasonable time for compliance with such adjustment by the employer.

ARTICLE VII

Hours - Overtime - Shift Work

1. Eight (8) hours shall constitute a days work between the hours of 6:00 a.m. and 4:30 p.m., with one-half (1/2) hour for lunch, Monday through Friday inclusive. This shall be known as the regular workweek.
 - A. 6:00 A.M. to 2:30 P.M. - 1/2 hour off for lunch
 - B. 7:00 A.M. to 3:30 P.M. - 1/2 hour off for lunch
 - C. 7:30 A.M. to 4:00 P.M. - 1/2 hour off for lunch
 - D. 8:00 A.M. to 4:30 P.M. - 1/2 hour off for lunch

This shall be known as a regular workday. No Glazier shall be employed for less than four (4) hours a day providing weather is such that work can proceed. There shall be no fractional part of the A.M. or P.M. The foregoing covers work performed by Glaziers on Monday to Friday inclusive, which will be known as the workweek.

2. Employees who have not worked during the regular work day hours as outlined in Article VII (Section 1) may work seven (7) hours for eight (8) hours pay with the permission of the Union and the agreement of the Glazier.
3. The Employer may, at its option, and upon notification to the Union, establish a regular workday on a job site with the starting time of 6:00 a.m. and quitting time of 2:30 p.m. Under this provision, job-starting times may be established between the hours of 6:00 a.m. and 8:00 a.m. Other special rates or hours of work may be negotiated on jobs where unusual conditions prevail.
4. All Labor required by the Employer in excess of the regular work day shall be paid for by the Employer at the rate of one and one half (1-1/2) times the regular rate of wages.
5. The Employer may, at its option, and upon notification to the Union, establish a regular work week schedule for four (4) consecutive ten (10) hour days (Monday through Friday); provided each such day starts between 6:00 a.m. and 8:00 a.m. Any additional time worked (per day and/or per week) shall be paid at the designated overtime rate.
6. Saturday shall be paid at one and one-half (1 1/2) times the straight time hourly rate. In the event of lost time Monday through Friday due to weather or to an employee requested day-off, then Saturday may be worked at straight time to make up the lost time. If any employee is called out on Saturday, a minimum of four (4) hours of work is guaranteed. Glaziers will have to be employed by the same employer on said week.
7. All labor performed by an employee on Saturday shall be paid by the Employer at the rate of one and one half (1-1/2) times the regular rate of wages. For work performed on Sundays and Holidays the employee shall be paid two (2) times the regular rate of wages. For work performed on Saturdays, Sundays, and holidays, the employee shall receive compensation for a minimum of two (2)

hours in accordance with the foregoing schedule, provided weather is such that work can proceed. The observed Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no work on Labor Day except in special cases of emergency. No overtime shall be worked except by permission of the Business Manager or other persons authorized by the Union.

- A. The maximum overtime compensation for any hour worked shall be double time.
 - B. No employee shall be required to work more than eight (8) hours on a Saturday or Sunday. Pay for Saturday shall be at one and one-half times normal rate (all hours) and Sunday at two times the normal rate (all hours).
8. Employees shall be at their designated work station at the starting time and shall remain at their station of work (as designated by the Employer) performing their assigned duties under the supervision of the Employer until quitting time, except for a period of time which will permit a full thirty (30) minutes for eating lunch. It is the intent of the parties that there will be a full day's work for a fair day's wage.
9. It is agreed that when workers are ordered to report on a job or to the shop at the time specified by the Employer and are not put to work, they shall receive four (4) hours pay providing weather is such that it can proceed. If for reasons of their own, workers report late to work, they shall be paid for only hours worked or sent home without pay at the option of the employer.

ARTICLE VIII
Wages - Riding Time - Payroll Taxes

1. The rate of wages to be paid by the Employer to the journeyman effective as of May 1, 2006 shall be \$27.27 per hour.
- (a) This agreement provides for the following wage increases:

| | |
|-------------|--------|
| May 1, 2007 | \$0.75 |
| May 1, 2008 | \$0.80 |
| May 1, 2009 | \$0.85 |
| May 1, 2010 | \$1.00 |

2. Allocations from the wage rates and/or wage increases shall be at the discretion of the Union to increase or reduce the contributions to the various fringe benefit funds, and to increase or decrease the deduction to the Deduction Plans.
3. Any such change in the wage rate and contributions to the fringe benefit funds or deduction plans shall amend this Agreement and become effective upon the date requested by the Union, providing the Employer is given a sixty-day (60) prior written notice of such change.
4. When a company vehicle is assigned to the Glazier and is garaged at his home, no driving time shall be paid.
5. Truck drivers shall receive 1/2 hour straight time pay for driving trucks.
6. All Glaziers riding the rack trucks or company cars shall receive single time pay on all time spent on the rack trucks, or company cars, before and after the hours outlined in Article VII, paragraph 1. This time to be considered as traveling time.
7. Employees shall be paid once each week in currency or by check and shall receive their pay not later than quitting time on paydays, Employees temporarily laid off because of job completion are to receive their pay on the regular pay day. If an employee voluntarily quits a job, it is his or her responsibility to report his or her time to the employer immediately, and shall be paid on the regular pay day. If a payment is unreasonably delayed beyond the hour of quitting time through no fault of the employees, they shall be paid the regular rate for the time they have waited beyond the regular quitting time not to exceed eight (8) hours pay in any twenty-four

(24) hour period. Employers shall not hold back more than three days pay. All deductions such as Social Security, Withholding Taxes, Administrative Dues Check-Off, etc., must be noted on check stubs.

8. Employers who elect to pay a bonus are not required to pay fringe benefits to those Employees who receive additional voluntary compensation.

ARTICLE IX
Zone Pay - Travel Time

1. When employees are sent outside the City of Cleveland, but within a ninety (90) mile radius to work the following schedule of payment for traveling time and travel expense shall prevail.
2. From a central point (Ontario and Lakeside Avenue) in a thirty (30) mile radius, no travel expense shall be paid.
3. From the central point between a thirty (30) mile radius and the sixty (60) mile radius, eight dollars (\$8.00) shall be paid daily for travel expense.
4. The purpose of this paragraph is that the employee shall start and/or quit work at the usual time outlined in ARTICLE VII, paragraph 1, and the traveling time shall be added to the eight (8) hours work.
5. When the Employer elects to send employees between the sixty (60) to ninety (90) mile radius to work, room and board at fifteen dollars (\$15.00) per day and also cents per mile as outline in ARTICLE X, paragraph 6, beyond the thirty (30) mile radius, and all traveling time before and after the hours in ARTICLE VII, paragraph 1, shall be allowed and paid for by the employer. This traveling time applies only the first day of each week on the job until completion of the job. Beyond the ninety (90) mile radius, Employer and employee shall agree on travel time, travel expense, and room and board.

6. When employees are moved from shop to job, or job to shop, or job to job, then time shall be allowed and the employer shall pay forty cents (\$0.40) per mile for each move.
7. The employer upon presentation of an itemized bill not to exceed ten dollars (\$10.00) will reimburse any parking fee paid by the Employee with an itemized bill.
 - A. If the Employee is at a job site and has started working and is then sent to another job, that employee will be reimbursed full parking, not to exceed fourteen dollars (\$14.00) with an itemized bill.
8. A universal map of northeastern Ohio shall be displayed in every shop showing the various zones, and the pay for each zone. Every effort shall be made to settle any disputes fairly and equitably.

ARTICLE X
Travel Time Complaints

1. In the event of failure to settle any such dispute, the following procedure is hereby agreed to:
 - A. The employer shall pay the employee the lesser amount of traveling time in dispute.
 - B. The entire matter shall be placed before the Joint Trade Board for settlement as outlined in the settlement of complaint section.
 - C. The decision of the Board shall be final.

ARTICLE XI
Administration Dues - Insurance - Pensions

1. There is established with the framework of the Master Agreement and Employer paid Health and Welfare Plan hereinafter called the PAINTING INDUSTRY INSURANCE FUND, to which all Employers shall pay in excess of the regular established wage, four

dollars and fifty-seven cents (\$4.57) per hour for each hour worked by each employee for which said employee was paid at his regular straight time hourly rate in addition to the regular established hourly wage rate. For each hour worked by each employee for which said employee is entitled to compensation at one and one half (1-1/2) times the regular hourly rate of pay, the contribution to the aforesaid Insurance Fund shall be six dollars and eighty-six (\$6.86) per hour. For each hour worked by each employee for which said employee is entitled to compensation at two times the regular hourly rate of pay, the contribution to the aforesaid Insurance Fund shall be nine dollars and fourteen cents (\$9.14) per hour.

2. The payments shall be made by the Employer monthly, with the names of the Employees and their social security numbers, hours worked, and amounts earned, on forms specifically provided for this purpose by the office of the PAINTING INDUSTRY INSURANCE FUND.
3. Contributions to the Glass and Glazing Industry Pension Fund, heretofore established, shall be four dollars (\$4.00) per hour for each hour worked by each employee for which said employee was paid at their regular straight time hourly rate in addition to the regular established hourly wage rate. For each hour worked by each employee for which said employee is entitled to compensation, the contribution to the aforesaid Pension Fund shall be four dollars (\$4.00).
4. The Employer shall make the payments monthly, with a weekly breakdown of hours. The reports will include the names, social security numbers, hours worked and amounts earned on forms specifically provided for this purpose by the office of the PAINTING INDUSTRY INSURANCE FUND.
5. Any mutually agreed change in the above contributions or payments during the life of this Agreement shall be deducted from the presently established wage and any increases necessary to

maintain benefits in the Health and Welfare Fund will be mutually negotiated by the Trustees.

6. The Employer agrees to be subject to the provisions of the agreements and Declarations of Trust and/or other governing instruments of the Painting Industry Insurance Fund and Glass and Glazing Industry Pension Fund (collectively the "Funds").
7. The payments made to the Funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository when due. In reporting periods in that the Employer did not have any Employees working, they shall submit a reporting form marked "NO EMPLOYEES WORKING". If the Employer has completed all work in the jurisdiction covered by this Agreement and will not have Employees working in the jurisdiction thereafter, they shall note on the reporting form for their last reporting period "WORK COMPLETED - FINAL REPORT".
8. The failure of an Employer to pay the contributions, payroll deductions, delinquency assessments or other monies required hereunder, when due, shall be a violation of this Agreement as well as a violation of said Employer's obligations under the Agreements and Declarations of Trust. Nonpayment by any contributions, payroll deductions, delinquency assessments or other monies when due shall not relieve any other employer of the obligation to make payments of same when due. In the event that an Employer submits a check for payment to the Funds and it is returned by their bank stamped "Insufficient Funds" said check must be replaced and the Trustees may require that future payments must be made by either certified check, cashier's check or money order.
9. An Employer who is delinquent in making payments as herein required or who fails to send the reports on time, shall be assessed as liquidated damages, delinquency assessment of ten percent (10%) of the total amount due plus one and one-half percent (1.5%) of the total due per calendar month thereafter.

10. Whenever an Employer is delinquent, the Funds Administrator shall within ten (10) days after becoming aware or otherwise being notified of the delinquency, notify the Surety Company which supplied the bond, when applicable, for the employer of the fact of said delinquency and shall at the same time send a copy of such notice to the Association and Union.
11. Whenever an Employer is delinquent, the Union may, upon seventy-two (72) hours written notice to the delinquent Employer, withdraw Employees from the employment of the Employer, until such amounts that are due and owing are paid, without such withdrawal being considered a breach of any of the provisions of this Agreement, provided the Employer fails to show adequate proof that the delinquent amounts have been paid to the Funds.
12. Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid to the Funds. The representative of the Funds shall perform the audit or examination. If, as a result of said audit or examination, substantial deficiency, as determined by the Board of Trustees, or more in payments to the Fund is discovered, the funds may assess their costs in performing the audit or examination to the Employer, and said cost shall be collectible as any other amount due from the Employer to the Funds.
13. The respective Trustees of the Funds, and their successors in office, shall be deemed to be the joint and several beneficiaries of this Agreement, for the purpose of enforcing the provisions of this section of the Agreement and shall, in addition to and with or without the Union have standing to sue on this Agreement to enforce the terms hereof and of the respective Agreements and Declarations of Trust and/or other governing instruments of the Funds and the payments by any Employer of all sums and contributions due to the Funds. A delinquent Employer shall also be liable for, and obligated to pay the delinquent assessments

provided for herein, reasonable interest, all court costs, attorney's fees and other expenses incurred in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment hereof as they may deem appropriate.

14. Any Employer who shall become thirty (30) or more days delinquent in making fringe benefit payments required by this Agreement shall be required to make all payments and reports referred to in this Article on a weekly rather than a monthly basis until said Employer shall have established a full one year record as a non-delinquent contributing Employer.
15. The Employers shall deduct from each Union member two and one-half percent (2.5%) of the gross wages, pensions, and health and welfare pay as Administrative Dues Check-Off to be paid monthly to the Painters District Council No. 6 under the same payment terms as apply to Pension and Insurance funds. Proper forms for authority from employees for this deduction must be signed and legal forms acceptable to the Employers and Union will be furnished by the Union for recording and transmitting of such deductions monthly to Painters District Council No. 6. Employer shall not in any way act as an Agent of the Union.
16. When an employee pursuant to the Working Agreement is paid for hours not worked, the Employer shall contribute to each of the Respective Funds, per Article XII, that amount shown per hour for each of such hours not worked but for which compensation is received by the Employee by reason of travel, time and truck driving time.
17. Payments for the Administrative Dues and other payroll

deductions, the Painting Industry Insurance Fund, and the Industry Pension Fund are due on a monthly basis, postmarked no later than the 15th day of the month following the payroll period ending on the preceding month.

18. The only agreement between the Employer and the Union parties to this agreement regarding pensions or retirement for employees covered by this agreement is as follows:
 - (a) Commencing with the 1st day of May 2006, and for the duration of this agreement, and any renewals or extensions thereof, the Employer will continue to make payments to the I.U.P.A.T Union and Industry Pension Fund for each employee covered by this agreement, as follows:
 - (b) For each hours, or portions thereof, for which an employee receives pay, the Employer shall make a contribution of one dollar (\$1.60) effective May 1, 2006.
 - (c) 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 this agreement, shall be counted as hours for which contributions are payable.
 - (d) 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, Helpers, Trainees and probationary employees.
 - (e) The payment to this Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National 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 though it had actually signed the same, provided consistent with the terms of this agreement.

- 18.1 The Employer hereby irrevocably designates as its representative 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 taken by the Trustees pursuant to the said agreement and Declaration of Trust. Under no circumstances may the Trustee increase the Employer's contribution set forth in subsection 14.1(b) herein nor in any way require the payment of additional monies.
- 18.2 All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.
- 18.3 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right after due notice to the Employer to take whatever steps necessary to secure compliance with the agreement, any other provisions hereof to the contrary notwithstanding, and the Employers shall have 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. Prior to the Union exercising the right to take whatever steps are necessary, the Union shall give due notice to the Employer.
- 18.4 The Pension Plan adopted by the Trustees of said Pension Fund 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 Pension Fund as a deduction for income tax purposes.

ARTICLE XII
Construction Industry Service Program

Employers subject to the terms of this Agreement who employ glaziers and apprentices within the jurisdiction of the Glaziers Architectural Metal & Glasworkers Local Union #181 shall abide by all terms and conditions of the Construction Industry Service Program as follows.

- A. A Declaration of Trust shall be prepared by the Construction Industry Service Program and copies shall be available for inspection by the parties or other interested person at the Office of Construction Employers Association (CEA). Said Trust shall be deemed a part of this Agreement.
- B. Each Employer covered by this Agreement shall pay to said Trust, ten cents (\$0.10) for each hour worked by each journeyman, apprentice or other Employee within the bargaining unit. Three cents (\$0.03) will be applied toward the Construction Industry Substance Abuse Program.
- C. The purpose of the Trust shall be to promote the common good of the construction industry in the Northeast Ohio area by providing financial support for various activities such as:
 - 1. Payment of management's costs in connection with joint apprenticeship programs in the construction industry.
 - 2. Payment of management's expenses in creating, operating and maintaining of additional educational and training facilities for the benefit of the construction industry and its Employees.
 - 3. Payment of management's expenses for the improvement of safety practices in the construction industry in the Northeast Ohio area.
 - 4. Payment of management's expenses in connection with the

administration of activities jointly administered with Unions in the construction industry in the Northeast Ohio area. (The Construction Industry Service Program is not a program jointly administered with the Union in the construction industry).

5. Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Northeast Ohio area.
6. Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry in the Northeast Ohio area to ensure conformity by all Employers with the terms and conditions of such wage agreements.
7. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

D. Construction Industry Substance Abuse Program

1. The Parties recognize the problem created by drug and alcohol abuse, the need to foster drug-free workplaces, and the importance of a prevention and treatment program. The Parties have a joint commitment to protect people and property and to provide a safe working environment.
2. The purpose of the Program is to establish and maintain a drug-free, alcohol-free, safe and healthy environment for all employees. This Construction Industry Substance Abuse Program is incorporated by reference and may be obtained, upon request, from the Union or Construction Employers Association.

It is agreed by the Employer that the Construction Industry Service Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any contractor or contractor association in connection with any work stoppage or strike.

The Trustees of said Program shall comply with all present and future federal laws governing the same. Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time-to-time.

The Union shall have no participation or control of any kind or degree whatever nor shall the Union be connected in any way whatever with the Construction Industry Service Program.

ARTICLE XIII
Foreman

1. When three or more glaziers are employed eight (8) or more hours on any one job, one (1) glazier shall be appointed by the Employer as a working foreman and receive two dollars (\$2.00) per hour for each hour they work until completion of the job.
2. The duties of the Foreman shall be as follows:
 - A. Seeing that material requirements and equipment are available for the most efficient conclusion of the job.
 - B. When necessary, inform their Employer of glass types and sizes required.
 - C. Coordinate glass and glazing work with other trades.
 - D. When requested, report Glazier's time on Company's regular time cards.

No Employee shall act in the dual capacity of Foreman and Rack Driver.

3. Once a job has nine (9) Glaziers or more then a General Foreman will be established, but not to exclude a Foreman. The General Foreman will be a working General Foreman. There will be

a General Foremen as long as there are nine (9) or more Glaziers on a job. If the number of workers drops below nine (9) Glaziers then there will be no General Foreman. The wage for General Foreman will be three dollars (\$3.00) above prevailing wage.

ARTICLE XIV
Jurisdiction - Products

1. The work covered by this Agreement coming under the jurisdiction of Glaziers Local No. 181 shall consist of the removing, cutting, and setting of art glass, prism glass, beveled glass, leaded glass, protection glass, plate glass, window glass, mirrors of all types, wire glass, ribbed glass, corrugated glass, ground glass, colored glass, figured glass, glass shelving, vitrolite glass, carrara glass, and all other types of transparent glass, obscure glass and opaque glass, glass chalk boards, tempered glass doors, thermopane window, multi-pane and all other types of insulating glass units, Kal Wall, all plastics, synthetic glass, or other materials when set or glazed with putty, thiokol, neoprene, vinyl, or other patented sealants, molding, rubber and all types of mastics in the wood, iron, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, showcases, side boards, store fronts, partitions and fixtures when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair or construction and all other work in connection with the installation of glass. Installation of pre-glazed windows, fixed or operating, aluminum or steel or any other material listed in this section. Installation of glass handrail to include metal and track, and the installation of glass or any product listed in this article. Installation of all insulation material connected to the curtain wall and all caulking and sealant needed or used in the construction of all materials listed in this article, to include all caulking and structural seals of glass to glass and caulking and sealants used to weather seal all metals and glass listed in this article. If Glaziers install it then it will be caulked or sealed by Glaziers. Further, the fabrication and installation of all metal and glazing, on job site, in connection with store front, window wall, curtainwall, glass cladwall, window units, core system, entrance ways, special

frames, doors, hardware, including sills, side-jambs, vertical and horizontal tubular mullions and muntins and bars, tubular type metals, trim, moldings, break metal, including metal covering of columns and pilasters in connection with store fronts, special wall panels, insulating panels, porcelain panels, aluminum panels, plastic panels, solar panels, composite panels, special glass panels zourite, all wall facing materials, shower doors, bathtub enclosures, all extruded, all rolled metal, all welding of clips, anchors, fasteners, ext to support or retain all windows, window walls, or glass and glazing systems, all other work or material recognized as coming under jurisdiction of Glaziers Local Union No. 181. This includes unloading as described in the unloading Article XVI. Where more than one Union considers the work their jurisdiction the employer has the right to assign the work to a specific trade.

2. It is also agreed the Employers reserve the right to buy prepared materials from any manufacturers for industrial and commercial type construction.
3. All exterior or interior setting of glass shall be bedded in putty or other insulating material (except metal storefront construction). All wood sashes shall be primed with linseed oil, bedded in putty and washed. This same procedure shall be followed in case of interior work where such regulations are not contrary to architect or manufacturers specifications.

ARTICLE XV
Subcontracting

1. A. The Employer agrees that they will not sublet or contract to other than Union Glazing Contractors within the Cleveland Glaziers' jurisdiction any work coming under the jurisdiction of the Glaziers' Union and the Union agrees not to contract, subcontract or estimate on work nor allow its membership to do so nor to act in any trade capacity other than of workman. It is also agreed that no member of a firm or officer of a corporation of their representative or agents shall execute any

part of the work or application of the materials coming under the jurisdiction of the Glaziers Local Union No. 181.

- B. When a job is subcontracted to a contractor signed with Local 181, then the original contractor who was awarded the job will notify the Union office of the subletting to another signed contractor.
- 2. The Union agrees not to permit contractors to sign the Glaziers Local No. 181 agreement on a job by job basis. All contractors who become signatory to this agreement do so for the duration of the agreement.

ARTICLE XVI
Safety Rack Scheduling - Unloading

- 1. A. To determine the number of glaziers to be used on the setting or unloading of any lite of glass, the actual glass size to be set shall be the governing factor, and all glaziers must be present to take the lite off the rack truck except as noted in Section 2.
B. Preglazed windows and pregalzed doors, window frames and rails to be included as part of the glass size in the safety rack schedule.
- 2. It is agreed that all glass and glazing material delivered to a job site where Glaziers are working shall be unloaded and distributed under direction of Glaziers. Glass or glazing materials, to be used in existing buildings, loose or in boxes or crates, may be delivered to a job site where Glaziers are not working and it can be unloaded and allocated to the floors where the glass and glazing material is to be installed, provided the rack schedule and three (3) man limit are maintained. If not, the glaziers shall be called to assist in the unloading and stock piling of the material. The delivery driver is permitted to unload to maintain rack schedule. All unloading and distribution will be done by inside members of Local Union No. 181.

3. When a plate is split in the opening and a portion of the plate is to remain in the opening, and it is not necessary to remove the salvage being reused, the number of glaziers required to split said glass will be determined by the largest size of the new glass being installed. This provision is applicable to this condition only.
4. The following schedule shall govern the minimum number of glaziers required in the installation of plate glass and insulating glass units, and shall apply to all work of such nature that is done in the territorial jurisdiction of Glaziers Local Union No. 181.
5. Work shall not begin until these minimums are complied with.
6. All sizes of plate glass up to and including 108 unites inches; one (1) glazier may be permitted to set.
7. It is further agreed that on glass larger than the above mentioned or jobs more difficult to handle, additional glaziers should be used in order to insure safety of the men in setting or removing such glass.
 - A. The number of glaziers to be used on any installation size or thickness where power-operated suction cups or other special equipment is used must be mutually acceptable to the company and the Union Business Representative.
8. For 1/2" Insulating Glass Units consisting of 2 lites of 1/8" glass - use 1/4" Plate Schedule.
 - A. For 5/8" or 3/4" or 1" Insulating Glass Units consisting of 2 lites of 3/16" glass - use 3/8" Plate Schedule.
 - B. For 1" Insulating Glass Units consisting of 2 lites of 1/4" glass - use 1/2" Plate Schedule.

The general formula shall be to add the total thickness of the 2 lites of glass and use the applicable Plate Glass Schedule.

Any installation size of thickness not governed by rack schedule must have sanction of Union Office.

| Safety Rack Schedule | | | | |
|--|------------|-------------|-------------|-------------|
| | 1/4" | 3/8" | 1/2" | Insulated |
| Over 108 united inches up to & including 124 united inches | | | | 2 glaziers |
| Over 124 united inches up to & including 154 united inches | | | | 3 glaziers |
| Over 108 united inches up to & including 132 united inches | | | 2 glaziers | |
| Over 132 united inches up to & including 154 united inches | | | 3 glaziers | |
| Over 108 united inches up to & including 154 united inches | 2 glaziers | 2 glaziers | | |
| Over 154 united inches up to & including 175 united inches | 3 glaziers | 4 glaziers | 4 glaziers | 4 glaziers |
| Over 175 united inches up to & including 190 united inches | 4 glaziers | 5 glaziers | 6 glaziers | 6 glaziers |
| Over 190 united inches up to & including 220 united inches | 5 glaziers | 6 glaziers | 7 glaziers | 7 glaziers |
| Over 220 united inches up to & including 240 united inches | 6 glaziers | 8 glaziers | 9 glaziers | 9 glaziers |
| Over 240 united inches up to & including 270 united inches | 7 glaziers | 9 glaziers | 10 glaziers | 10 glaziers |
| Over 270 united inches up to & including 290 united inches | 8 glaziers | 11 glaziers | 12 glaziers | 12 glaziers |
| Over 290 united inches up to & including 310 united inches | 9 glaziers | 12 glaziers | 13 glaziers | 13 glaziers |

Add the length and width to find the number of united inches. On any door lite up to and including 116 united inches, one (1) glazier

will be permitted to install. Plastic glazing up to 120 unitted inches one (1) man will be permitted to install.

9. All rack trucks shall be properly equipped with suitable covering to protect employees from inclement weather.

ARTICLE XVII

High Pay

1. Employees performing high pay work shall receive an additional one dollar and twenty-five cents (\$1.25) per hour worked. Hours paid to employee on that job on that date to be one rate.

High pay work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs or suspends from the wall or roof of a building or structure, including all high and low angle repelling.

ARTICLE XVIII

Tools

1. The Employees agree to carry their own tools within their own cars. When requested to do so, the Employees shall carry the following tools in their own cars: electric drill, battery drill, caulking gun, electric hammer, ramset and extension cord for the performance of work on the job.
 - a. See tool listing - Employee Supplied Tools.
2. Employer will provide a shanty for employees when the job duration exceeds sixty (60) days and requires at least six (6) employees on the project.

TOOL LISTING

Employer Supplied

Suction Cups

Bar Nut Wrenches (special only)

Extension Cords and all required accessories
All Power Equipment
Files (special only)
First Aid Kit (job site and shop)
Ladders
Strap
Planks
Carpet Blocks
Level 48" and over
Pagers and Cell Phones (if required by Employer)
Transits
Site Levels
All battery tools
Caulking guns
Hilti or ramset guns
All safety equipment required
Drill bits
Screw tips
Nut runners
Taps or dies
Rivet gun
Glass cutter
Wrenches
Hack saw blades
Rags
Mastic tape
Duct tape

Employee Supplied Tools

Tool Box
Combination Square
Glass Pliers
Wood Chisel
Putty Knives
Claw Hammer
Tin Snips
Screw Drivers (straight and Phillips)

Offset Drivers
Cold Chisels
Drill Index
Chalk Line
Bevel Square
Protractor
6" Rule
Nail Set
8" Crescent Wrench
Oil Can
Tap Wrench
Razor Blade Holder
Hack Saw Frame
Scratch Awl
One Level under 48"
Allen Wrenches

Tools supplied by employees (7 days and under)

Tool Box
Combination Square
Putty Knives
Screw Drivers (straight and Phillips)
Wood Chisel
Nail Set
Claw Hammer
Chalk Line
Scratch Awl
Tin Snips
Crescent Wrench
Razor Blade Holder
Allen Wrenches (set)
6' Rule

Replacement Policy:

If the employee has a tool supplied to them by the employer and it is damaged, the employer will repair or replace it as required. However, if the employee loses the tool he will replace it at their

cost. Where an Employer supplies a lock up for tools the Employee is not responsible for tools.

ARTICLE XIX

Apprentices

- 1) In order to maintain a sufficient number of skilled mechanics in the Architectural Metal, Glass & Glazing Industry, the necessity for the employment of apprentices is hereby recognized and employment and proper training of apprentices shall be required and undertaken by the Employer and the Union.
 - a) The Employers and the Union hereby establish/maintain an Apprenticeship and Training Fund to be known as the Painters and Allied Trades District Council No. 6 Joint Apprenticeship Training and Research Trust Fund.
 - b) The Apprentice Education and Industry Promotion Program shall be administrated by the Glass and Glazing Joint Apprentice Training Committe. The Glass and Glazing Joint Apprentice Committee is empowered to make recommendations for funds for administration of the Glaziers Apprenticeship and Journeyman upgrading programs.
 - c) Every Employer under this Agreement shall contribute and pay to the Fund as defined by the JATC of District Council No. 6 Glass and Glazing Joint Apprentice Training Committee Local 181 twenty-eight (\$.28) cents per hour worked by his employees covered by this Agreement, effective from May 1, 2006. Every Employer shall contribute an additional five (\$0.05) cents per hour to the National Joint Apprenticeship and Manpower Training Fund effective May 1, 2006. Said contributions shall be made monthly. The Fund hereby established shall be administered by the members of the said JATC. The said JATC is vested with full authority and powers to administer the said fund on behalf of the program and to enforce all provisions of this Collective Bargaining Agreement pertaining to said program.

- d) The total amount of Thirty-three (.33) cents per hour worked shall be paid by check and made out to the Painting Industry Funds on forms provided by the Funds office monthly.
 - e) Apprenticeship fund will be increased to accommodate needs for additional training of apprentices. All additional funds are to be held and used for Local Apprenticeship and Journeyman training.
- 2) Labor and Management agree that Journeyman upgrading is needed and all employees shall be required to complete journeyman upgrading during the term of the contract. Hours required shall be ten (10) hours required the first year, twelve (12) hours the second year, fourteen (14) hours the third year, and sixteen (16) hours the fourth year. In accordance with OSHA Safety and Health Standards (29 CFR 1926/1910) requiring safety training and education, the Union shall provide to each journeyman and apprentice a thirty (30) hour Safety Training Program. These thirty hours of safety training will be completed by all active union craftspersons by the expiration of the contract in conjunction with regularly scheduled journeyman upgrading. (A) If Employer requires OSHA (30-Hour) prior to the end of contract, the employee will be reimbursed at \$100 per day, up to \$300, maximum, with no fringes. (B) Credit to be used for journeyman upgrades for multiple years. Credit will be allowed for those who have completed OSHA and/or Welding Certification program for the first year's hours only. Wages will not be paid for such time.
- a) The Joint Apprenticeship Committee (JAC) shall be composed of six (6) members, three (3) members selected by the Union and three (3) members selected by the Glazing Contractors Association of Northeast Ohio, to adopt proper methods for the education and employment of apprentices and in all matters pertaining to apprentices. The Joint Apprenticeship Committee shall meet on a Bi-monthly basis or by the call of the Chairman. The Committee's majority decisions are final.

ARTICLE XX
Apprentice Employment and Wages

1. Apprentice Wages. Apprentices shall be paid the following wage scale.

May 1, 2006

| | |
|-----------------------|----------------------------|
| First six months... | 40% Scale of Journeyworker |
| Second six months... | 45% Scale of Journeyworker |
| Third six months... | 50% Scale of Journeyworker |
| Fourth six months... | 55% Scale of Journeyworker |
| Fifth six months... | 60% Scale of Journeyworker |
| Sixth six months... | 70% Scale of Journeyworker |
| Seventh six months... | 80% Scale of Journeyworker |
| Eighth six months... | 90% Scale of Journeyworker |

The period of indentureship shall be four (4) years.

2. Proper payment to the Painting Industry Insurance and Promotion fund shall be made for apprentices effective as of the first day of employment. Proper payments to the Glazing Industry Pension Fund for apprentices shall be made effective as of the first day of employment and paid by the amount per percentage of wages.
3. All other rules on Apprenticeship will be governed by the JAC and will when requested by the Employee, be given to the Employer.
4. All Employers party to this Agreement who hire three (3) or more glaziers, should endeavor to employ one (1) apprentice for a 3-1 journeyman to apprentice ratio. On non-prevailing wage school work (K-12) a ratio of one (1) apprentice to one (1) journeyman may be utilized.
5. Target Projects - See Joint Trade Board for further information.

**ARTICLE XXI
(LMCF)**

Labor Management Cooperation Fund

There is established within the Contract the National Labor Management Co-operation Fund (LMCF) a minimum of two (.05) cents for each hour for which an employee receives wages. Four (.04) cents from Labor and one (.01) cent from Management. The accumulated amount shall be forwarded to District Council No. 6.

**ARTICLE XXII
Settlement of Complaints**

GRIEVANCE PROCEDURE

1. Should any difference arise between the Employer, Union or Employees regarding the interpretation or application of any provisions of the Agreement, it shall be settled in the following manner:

Step 1. Between the Employee, their Union representative, if he or she desires, and his or her employer or employer representative within three (3) working days after the event upon which the grievance is based.

Step 2. If the grievance is not settled at Step 1, it shall be reduced to writing five (5) days after the answer under Step 1 and taken up with the representative of District Council No. 6 and the Employer or his representative within five (5) working days after the grievance is filed. The Joint Trade Board shall be notified of all Step 2 grievances.

Step 3. If the grievance is not settled at Step 2, the Union may, within fifteen (15) calendar days after the answer under Step 2 take the grievance to the Joint Trade Board for settlement. In the event the Joint Trade Board does not arrive at a settlement with twenty-four (24) hours, the grievance shall be taken to arbitration.

Step 4. The parties shall attempt to agree upon an impartial arbitrator, but if they are unable to agree within seven (7) calendar days from the request for arbitration, they shall jointly request the American Arbitration Association to submit a panel of three (3) arbitrators. The arbitrator shall then be chosen in accordance with the Association's applicable rules. The fees and expenses of the Arbitrator shall be borne equally by the parties. Any decisions by an impartial arbitrator or a majority of Joint Trade Board members shall be final and binding.

2. It is understood and agreed that the Arbitrator shall not have the power to add to, subtract from, or modify any terms of this Agreement or any agreements made supplementary hereto, but shall only have the authority to interpret the provisions of this Agreement, and to determine compliance with this Agreement. The decision of the Arbitrator will be final and binding. The Arbitrator shall render their decision, in writing, and deliver a copy to each party within ten (10) days from presentation of all facts.
3. Each party will pay the expenses of their own representatives. The fee and expenses of the Arbitrator shall be divided between the Employer and the Union.
4. Pending the conclusion of arbitration or during the discussion of jurisdictional disputes there shall be no stoppage of work and should work be stopped by either party, the officers of each party agree to immediately direct the resumption of the work.
5. Any grievance, which affects a substantial number of employees, may initially be presented by the Union at Step 2.
6. Any grievance not timely presented or processed thereafter, shall not be considered and shall not be arbitrable unless time is extended by mutual agreement.

ARTICLE XXIII
Glaziers Joint Trade Board

Section 1. Administration. The administration of this Agreement shall be by the Glaziers Joint Trade Board. This Board is authorized and given jurisdiction to act as a fact finding Tribunal and as an Arbitration Board with respect to any complaints or disputes arising under this Agreement, and also regarding any questions of interpretations of any provisions of the Agreement.

Section 2. Membership of Board. The Joint Trade Board shall be composed of an equal number of representatives of the Glazing Contractors Association of Northeast Ohio and District Council No. 6 / Glaziers Local Union No. 181. Total membership of the Board shall not exceed four (4) members, two (2) representing the Employers and two (2) representing the Employees. Each organization shall choose its own Representatives.

Section 3. Meetings. Bi-monthly meetings of the Joint Trade Board shall be held on the first Monday of the month. Other meetings may be held from time to time on the call of the Chairman and Secretary or upon the request in writing of any two (2) members of the Joint Trade Board. All members shall be notified of all special meetings through the Chairman and Secretary of the Joint Trade Board.

Section 4. Inspection. The Joint Trade Board may make a determination that an inspection of the records of a specific Employer, which relates to the performances of this Agreement, is necessary. Upon such determination being made, the said Board shall appoint a committee which shall include a representative of the Employers and a representative of the Union, and the committee shall have accompanying it such attorneys, accountants, bookkeepers and other persons to give it technical assistance in the inspection, as the Joint Trade Board sees fit, and specifies in the appointment of the committees. The Joint Trade Board shall specify the time for the inspection to be held, after sending

a notice to the employer whose records are to be inspected, and the inspection shall be held during working hours and may be adjourned from day to day until completed.

Section 5. Rules, Regulations and Decisions. The Joint Trade Board shall be empowered to make such rules and regulations as may be necessary to give force and effect to the intent and purpose of this Agreement. Decisions shall not be rendered without a quorum present. A quorum shall consist of one (1) member from each group. All decisions of the Joint Trade Board shall require approval from a majority vote, with an equal number from each group voting, and the decision may include rendering an assessment as liquidated damages in an amount the Board sees fit, under circumstances of the particular case against the party who is charged with violating the contract. The Joint Trade Board shall be empowered to enforce collection of wages and fringes due. All monies paid to the Joint Trade Board for assessments as liquidated damages or from registration fees, or from any other income, shall be used by the Joint Trade Board to pay the expense of administering the contract.

Section 6. Registration. Each Employer shall furnish the Joint Trade Board with the following items on May 1st of each year:

1. Registration fee of \$50.00 made payable to the Joint Trade Board;
2. Federal tax identification number;
3. Copy of evidence of Workers' Compensation coverage;
4. Copy of evidence of premium payment for Ohio Unemployment Compensation;
5. Bond as detailed in Article VI

Section 7. Hearing, Decisions and Enforcement. The Joint Trade Board shall notify the Employer that is charged with violating the Agreement at least ten (10) days prior to the date of the hearing on the charges. Upon notification, the Employer shall have a right to appear before the Joint Trade Board and present evidence in

support of its position. No attorney may be present at the hearing to represent the Union, Employee or Employer. The purpose of the hearing is to resolve the charges in a fair manner without the formality of a proceeding at which attorneys are present. If the Joint Trade Board decides by a majority vote that the Employer has violated the Agreement, the Employer shall be notified in writing of the decision and the amount of damages, liquidated or otherwise, that has been determined the Employer owes. The Employer shall pay the full amount of the damages within fifteen (15) days of the date the notification is sent, unless extended by the Joint Trade Board. An Employer who is delinquent in paying the damages shall be liable for liquidated damages of ten percent (10%) of the total amount due plus three percent (3%) of the total due per calendar month thereafter. The Joint Trade Board shall, in addition to and with or without the Union, have standing to sue for an Employer's failure to pay the damages assessed against it. The Employer shall also be liable for, and obligated to pay, the delinquent assessments provided herein, reasonable interest, all court costs, reasonable attorney fees and other expenses incurred in the collection of damages assessed against said Employer. The Joint Trade Board may compel and force the payment of damages decided by the Joint Trade Board in any manner which it deems proper including, but not limited to, the Union notifying its members who are Employees of the violating Employer not to work for the Employer until the damages and costs owed by the Employer are paid in full. The Joint Trade Board may make such additional rules and regulations to facilitate and enforce the collection and payment, as it deems appropriate.

Section 8. Disputes. In case difficulty, dispute or disagreement shall arise between the parties to this Agreement, the same shall be reported to the Chairman or the Secretary of the Joint Trade Board. Action shall be taken on the case within one (1) working day. The Joint Trade Board shall then be governed by the following regulations.

A. A meeting shall be called by the Chairman or Secretary upon

written request of either side, stating the objects for which the meeting is called.

- B. Two (2) members shall constitute a quorum, one (1) from each side. Neither side shall cast more ballots than the other. A majority vote shall be required to carry any motion.
- C. In the event the Joint Trade Board does not arrive at a decision within twenty-four (24) hours, the difficulty, dispute or disagreement shall be submitted to a Board of Umpires immediately. This Board of Umpires shall consist of one (1) representative of the aforementioned Employer and Employee, and a third member, to be selected by these two (2) representatives. In the event of failure to agree on the third member, either party may refer the matter to the American Arbitration Association and it shall then be arbitrated according to the rules of the American Arbitration Association. Decisions of this Board of Umpires shall be final and binding on all parties, and there shall be no recourse from such decisions.
- D. Pending decision of the Joint Trade Board or the Board of Umpires, no strikes, lockouts, or stoppage or work shall be ordered or permitted against either party thereto except as provided herein.

Section 9. Records. Full and complete records shall be kept of all proceedings of the Joint Trade Board and copies shall be supplied to each organization.

Section 10. Election of Officers. The members of the Joint Trade Board shall proceed to elect a permanent Chairman and a permanent Secretary-Treasurer. The Chairman and Secretary-Treasurer shall not be elected from among the representatives of the same group. In the absence of either the permanent Chairman or permanent Secretary-Treasurer, a pro tem officer shall be elected.

Section 11. Duties of Officers. (a) The Chairman shall preside at

all regular or special meetings of the Joint Trade Board and sign the minutes of each meeting. (b) The Secretary-Treasurer shall keep an accurate record of all proceedings of the Joint Trade Board and carry out the orders of the Board.

ARTICLE XXIV
Work Rules/Procedures

Procedure: Submit copy of written notifications and terminations to Joint Trade Board (JTB).

1. Verbal Warning
2. Written Warning / 1-3 Day Suspension
3. Discharge

Common Work Rules: Shops may submit additional rules specific to their needs to the Union / JTB for filing.

1. As a condition of continued employment, approved protective equipment, when and where required, shall be used by all employees.
2. Personal protection equipment shall include, but is not limited to the following: Hard hats, eye protection, foot protection, hearing protection, respirators and safety clothing.
3. Contact lenses of any type shall not be worn on the job sites where eye hazards exists.
4. All accidents, both personal and property damage, regardless of how insignificant they seem, are to be reported to your Supervisor immediately. First aid shall be administered by trained/designated personnel. Supervisors will arrange for transportation to hospital when required.

5. You are encouraged to walk at all times. DO NOT RUN!
6. Do not engage in any form of horseplay, practical jokes, throwing things, etc. These activities are dangerous and shall not be tolerated.
7. When lifting, bend your knees, not your back. Place your body in a comfortable position and use your legs.
8. Do not use compressed or bottled air for cleaning dust off yourself or your clothing.
9. Always use mechanical lifting devices when lifting or moving heavy objects. If unavailable, get some help.
10. Do not operate any machine or power equipment until you have received instructions on how to use it safely and properly. Do not use any vehicle unless you have been authorized to do so.
11. Machinery is not to be repaired or cleaned while in operation or with the power on.
12. Never remove or render ineffective any safeguard, safety device or appliance intended as a safeguard.
13. No riders are allowed on any part of any machinery.
14. All chemicals shall be disposed of properly. If you have any questions, contact your Supervisor for procedures.
15. Compressed gas cylinders shall be stored and transported in a secure manner.
16. Applicable good housekeeping rules shall be adhered to at all times. Always follow good housekeeping practices and keep all common areas clean and orderly at all times. Put all wastes, rubbish or trash into proper containers. Littering of any kind is prohibited.

17. Smoking is prohibited in all designated hazardous locations and is subject to immediate termination. If smokeless tobacco is used, it must be disposed of in a sanitary fashion and location.
18. Intoxicating beverages and drugs, possession or use, before or during working hours is strictly forbidden and could result in immediate dismissal.
19. Eating and drinking shall be prohibited in workplace areas that have known contamination. Lunch boxes and related containers are to be stored in proper areas.
20. If any of these rules are unclear or not understood, consult your immediate Supervisor.

**ARTICLE XXV
Cell Phones and Personal Pagers**

The use of personal pagers, cellular telephones and other communication devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.

**ARTICLE XXVI
Non Discrimination - Taft Hartley**

1. The Employer and the Union agree that there shall be no discrimination against employees or applicants because of race, color, creed, national origin, sex, membership or non-membership in the Union, and that only qualified employees shall perform work covered by this Agreement. A qualified employee shall be one who has either completed an apprentice program for a Glazier for four (4) years or has worked as a Glazier for at least three (3) years, except that an apprentice in the course of his training may perform such work.

2. It is further understood and agreed that any provision of this Agreement which is in conflict with any provision of the Taft-Hartley Act shall be deemed null and void.
3. It is understood that working rules, by-laws, conditions, practices or customs, unless same are specifically mentioned in this Agreement, shall not be interpreted as being part hereof.
4. Should any working rule herein contained conflict in any manner with any article in this contract, then the Article shall prevail.
5. It is not the intent to discriminate by the use of gender; thus, any use of the masculine gender or pronouns shall be construed to include the feminine gender, as well.

ARTICLE XXVII
Management Rights

The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work (per Article II, Para. 4), or for other legitimate reasons is vested exclusively in the Employer. The Union recognizes that the company reserves and retains, solely and exclusively all of its inherent rights to manage its business.

ARTICLE XXVIII
Favored Nations Clause

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions be extended to all employers signatory to this Agreement. Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision.

Special Provisions

In the event that any provisions of this agreement shall at any time be declared invalid by any court or board of competent jurisdiction, such decision shall not invalidate the entire Agreement. It being the expressed intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

**ARTICLE XXIX
Election Day Language**

Employees shall advise employer in advance of work day that there is a pending election (union or public) and advise time required to vote. The employer may choose to allow him to take partial day or advise him that the entire day should be taken because of project need to have employee on site to fill rack schedule requirements. (Therefore needing another glazier for that day).

**ARTICLE XXX
Workers' Compensation/Salary Continuation**

An Employer may offer injured workers, eligible for Ohio Workers Compensation temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less and deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the employee goes on or off temporary total compensation. The Employer shall not pay any fringe benefit contributions on the salary continuation/wage payments.

At the inception of salary continuation, the employer and

employee shall execute the Bureau of Workers Compensation salary continuation agreement detailing a minimum period for salary continuation and that forty hours times the contractual straight time rate shall constitute full salary/wages.

Thereafter, the employer or employees may terminate salary continuation/wages and return to temporary total compensation upon one week written notice to the other.

The Employer shall report all Union members that fall under this article to the Union office.

ARTICLE XXXI
Termination

Section 1. This Agreement shall become effective as of May 1, 2006 and will continue in full force and effect until April 30, 2011, with the following provisions and exceptions:

- (a) This Agreement may be reopened for negotiations sixty (60) days prior to May 1, 2011.
- (b) This Agreement will continue in full force from year to year after May 1, 2006, unless either party desires to modify or terminate the Agreement and notifies the other party in writing of its desire to do so at least sixty (60) days prior to May 1, 2011 or May 1 of any subsequent year.
- (c) The rules governing termination for non-Association members of signatory employers who have not given the Association bargaining rights are set forth in sections two (2) through four (4) below.

Section 2. The Union will notify the Association of the name and address of any Employer who becomes signatory to or bound by this Agreement during the term of this Agreement. The notices shall be given in writing within ten (10) days of the time any such

Employer becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the Employer became bound.

Section 3. After a non-association Employer receives notice from the Union of the Union's intent to negotiate pursuant to Section 1 of this Article, the Employer shall have thirty (30) days to send written notification to the Union of its intent to negotiate separately. If an Employer does not notify the Union within said thirty (30) days, the Employer shall be deemed and presumed to agree to such terms and conditions of an agreement arrived at in negotiations between the Union and the Association and be bound by the Collective Bargaining Agreement resulting therefrom.

Section 4. The provisions of this Article shall operate for successive Collective Bargaining Agreements until such time as the Employer or the Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided for in this Article of this Agreement or any successive Collective Bargaining Agreements.

IN WITNESS WHEREOF, we, the undersigned EMPLOYER and District Council No. 6, International Union of Painters and Allied Trades, hereunto affix our hands this 1st day of May 2006.

Company Name

Employers Signature

Employers Name/Title (Print or Type)

DISTRICT COUNCIL NO. 6
INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES, AFL/CIO

Executive Secretary

IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the Construction Employers Association and Glazing Contractors Association of Northeast Ohio, Each Employer who separately is signatory to the Working Agreement, and Glaziers, Architectural Metal & Glassworkers Local Union No. 181 hereunto affix our hands as such representatives for and their officers, agents, and members, at Cleveland, Ohio as of the 1st day of May 2006 .

DISTRICT COUNCIL NO. 6
INTERNATIONAL UNION
OF PAINTERS AND ALLIED
TRADES AFL/CIO

Jim Sherwood, Chairman
Bruce Beard
Terrance J. Conroy
Mike Turkal
James Watroba

CONSTRUCTION EMPLOYERS
ASSOCIATION & GLAZING
CONTRACTORS ASSOCIATION
OF NORTHEAST OHIO

Michael Kelly, Chairman
Peter Trykoff, Jr.
Mark Laskey
Kevin Sofranko

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