

INSIDE AGREEMENT

AGREEMENT

Between

Construction Employers

Association,

Glazing Contractors Association of

Northeast Ohio

Glaziers Local Union No. 181

Of

Cleveland, Ohio

And

Painters District Council No. 6

2016-2021

INDEX

<u>Article No.</u>	<u>Description</u>	<u>Page</u>
I	Dates and Areas	1
II	Union Recognition	3
III	Union Security	3
III	Check off of Union Dues	3
IV	Workmen's Compensation	4
IV	Unemployment Compensation	4
V	Subcontracting Work	5
VI	Hours of Work	5
VI	Second Shift Operation	5
VII	Overtime	6
VIII	Holidays	6
IX	Wages	7
X	Transfers	10
XI	Reporting Pay	11
XII	Work Rules and Disciplinary Action	11
XIII	Safety Rack Scheduling	13
XIV	Vacations	16
XV	Seniority	17
XVI	Temporary Summer Help	18
XVII	Bond	18
XVIII	Settlement of Complaints	19
XIX	Glaziers Joint Trade Board	20
XX	Insurance / Pensions Plan	24
XXI	Funeral Pay	30
XXII	No Strikes or Lockouts	31
XXIII	Supervisors	31
XXIV	Stewards	31
XXV	Union Access to the Plant and Bulletin Boards	32
XXVI	Grievance and Arbitration	32
XXVII	Savings Clause	33
XXVIII	Non Discrimination	33
XXIX	Management Rights	33
XXX	Favored Nations Clause	34
XXXI	Construction Industry Service Program	34
XXXII	Election Day Language	36
XXXIII	Signatures	37

AGREEMENT

This Agreement dated May 1, 2016 is entered into between the _____

_____, Warehouse,
it's successors and assignees, as part of the first part hereinafter referred to as the
"Company" and the International Union of Painters and Allied Trades District
Council 6 AFL-CIO/Glaziers, Architectural Metal & Glassworkers Local Union
#181 hereinafter referred to as the "Union."

It is the intent and purpose of the parties hereto that this Agreement shall
promote and improve industrial and economic relations, establish a basis for
securing cooperation and goodwill between the Company, Union and the
employees, and set forth the basic understanding between the parties covering
rates of wages, hours of work and other conditions of employment for employees
represented by the Union.

ARTICLE I Dates and Areas

1. WHEREAS, the parties hereto desire to stabilize employment in the 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 shall be binding upon both parties on Building Construction Work in Cuyahoga, Lake, Geauga, Ashtabula, Huron and Lorain counties, also a portion of Summit, Erie, Medina and Portage counties in Ohio.
3. WITNESSETH: THIS AGREEMENT, made and entered into this May 1, 2016 between the Construction Employers Association and Glazing Contractors Association of Northeast Ohio, parties of the first part (hereinafter collectively called "Employer"), and Glaziers' Local Union No. 181, party of the second part (hereinafter called "Union").
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" or "Employees" shall mean the employee of the Employer for whom the Union is collective bargaining representative.

5. The provisions of this Agreement shall continue in full force and effect until April 30, 2021, 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, 2021.

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

Counties of:

Cuyahoga, Lorain, Lake, Geauga, Ashtabula, Huron, the eastern part of Erie County, 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 one 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 the Huron County line. From Huron County 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 is only to the county line.

ARTICLE II

Union Recognition

Section 1. The Company recognizes the Union as the exclusive collective bargaining agent for all warehouse employees working in the job classifications of this Agreement for the purpose of collective bargaining in respect to wages, hours working conditions and other conditions of employment.

Section 2. The Company agrees that any new occupations that may from time to time be established by the employer, or hereafter awarded to the inside workers will be discussed and mutually agreed upon with regard to wages, hours and other conditions of employment. It is further understood that any occupation covered in the previous agreement that is reinstituted shall automatically be covered in the classification under which it was previously covered.

ARTICLE III

Union Security

Section 1. It is a condition of employment that all employees of the company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the date of this Agreement, shall upon the seventh (7th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It is also a condition of employment that all new employees covered by this Agreement and hired on or after its effective date shall on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union. For the purpose of this agreement, "good standing" shall mean a member who is not delinquent in the payment of dues for a period of not more than thirty (30) days.

Section 2. The employer shall discharge any employee within seven (7) working days after receipt of such notice who fails to remain a member in good standing in the Union as herein required.

Check-Off of Union Dues

Section 3. Upon receipt of an authorization signed by any employee to whom this agreement is applicable the Company shall be pursuant to the provisions of such authorization, deduct from such employee's earnings on the first payday in

each month, the amount owed to the Union by each such employee for Union dues, however, should any such employee have no earnings due him or her on the first payday in any month or should such employee's earnings be less than the amount such employee owes the Union for dues then in that event, the deduction shall be made from the employee's earnings on the next succeeding payday on which his or her earnings are sufficient to cover the amount of dues owed to the Union by such employee, not later than the fifteenth (15th) day of each month. The company shall mail to the office of the Union a check made payable to the Union for the amount of dues the company has withheld during such month, which shall be accompanied by a list, in duplicate, containing the names of the employees and the amount deducted from each such employee's earnings.

Section 4. The dues of this Local Union shall be equal to three (3) times the current classification rate contained in the working agreement and being received by the member, plus two dollars and twenty cents (\$2.20) per month. Such dues shall not be changed except in accordance with the applicable provisions of the International Constitution and /or by-laws of the Union and, in such event, the Business Manger of the Union shall notify the Company, in writing, and the amount of monthly dues as so changed shall thereafter be deducted by the Company from each such employee's earnings. The aforementioned authorization directing the Company to make the deductions as hereinabove provided for, when signed by an employee, shall be irrevocable for the duration of this agreement or for a period of one (1) year, whichever date occurs first; and in the event any such employee desires to remove such authorization on either of such dates, written notice thereof shall be given by such employee to the Company in accordance with the applicable provisions of such authorization, and the Company agrees to furnish the Union with a copy of such notice.

ARTICLE IV

Worker's Compensation

Unemployment Compensation

Section 1. The Company shall carry Worker's Compensation Insurance with the State of Ohio. They also agree to extend the application of the State Unemployment Insurance Act to all employed members of Local 181, even though there be fewer than three (3) employed. Employer agrees to furnish certificate of such coverage to the Union before signing of this agreement.

Section 2. If during the terms of this Agreement, the Ohio legislature authorizes ADR (Alternative Dispute Resolution) program in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

ARTICLE V

Subcontracting Work

Section 1. The Company shall not subcontract work performed by employees in the bargaining unit so long as any such employee is laid off or working a reduced workweek.

ARTICLE VI

Hours of Work

Section 1. Eight (8) hours shall constitute a normal day's work between the hours of 6:00 a.m. to 2:30 p.m. or 7:30 a.m. to 4:00 p.m. with one-half hour off for lunch. This shall be known as a regular working day.

Section 2. All employees shall have a ten minute rest period during the first four hours of work and a five minute wash up period prior to lunch and prior to quitting time.

Second Shift Operation

Section 3. The Employer will pay nightshift differential premium of twenty-five (\$0.25) cents per hour to all employees for all work performed between the hours of 4:00 p.m. and 1:00 a.m. The payment of the night shift differential premium does not apply to employees whose regularly scheduled hours are between 7:00 a.m. and 4:00 p.m. and who perform any work after the end of their regular shift, in which case the applicable overtime provisions shall prevail. There will be a one half (1/2) hour unpaid lunch period for employees on both shifts.

Section 4. The jobs on the second shift between the hours of 4:00 p.m. and 1:00 a.m. will be filled by the least senior employee regularly working in the job classification to be filled. Temporary vacancies caused by vacation, illness, etc. will be filled by temporary transfer of the next senior employee working regularly in the classification in question.

Section 5. In the event a newly hired employee becomes sufficiently skilled in a job classification then being worked on the second shift, upon obtaining the requisite experience and skill, the employee will be transferred to work in the job classification on the second shift and the employee then holding that classification will, if he desires, be transferred to the first shift.

ARTICLE VII

Overtime

Section 1. Premium pay at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid employees for all work performed in excess of eight (8) hours in any regular work day or on Saturday, or before 6:00 am.

Section 2. Premium pay at the rate of two (2) times the regular rate of pay shall be paid employees for all work performed on Sunday.

Section 3. Premium pay at the rate of two (2) times the regular rate of pay shall be paid for all work performed on any of the named holidays in Article VIII.

Section 4. The company will notify the business representative or other authorized personnel when work is to be performed outside of the regular working hours or on scheduled holidays.

ARTICLE VIII

Holidays

Section 1. The following days shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Eve.

Section 2. Should any one of the above mentioned holidays fall on a Sunday, it shall be observed on the following Monday.

Section 3. Employees shall be paid eight (8) hours pay, computed at their regular rate of pay as outlined above for each of these nine holidays regardless of the day on which they may occur.

Section 4. Employees shall be paid eight (8) hours pay, computed at their regular rate for each holiday set forth in Section 1, provided further, to qualify for the non-worked holiday pay the employee must have worked at least two (2)

regularly scheduled work days of the payroll week in which the holiday occurs and provided that employee being scheduled to work does work the day before and the day after the holiday, except in case the holiday falls on a Sunday and recognized on Monday, work must be performed on the previous Friday and the following Tuesday; or permission for non-work is granted by the company , or for bonafide illness on the day prior to or on day following a holiday or both shall automatically be excused and shall draw pay for the holiday in question. Additional holidays shall not be included under this provision unless employee returns to work prior to a subsequent holiday.

Section 5. No work shall be performed on holidays except in case of emergency and the Company shall secure permission from the Union before scheduling or requiring any employee to work on a holiday.

ARTICLE IX

Wages

Section 1. The following sets forth the jurisdiction and wage rates of employees represented by Glaziers Architectural Metal & Glassworkers Local Union No. 181:

A. Class I Architectural Metal Workers & Fabricators - hourly rate increases effective May 1, 2016 through April 30, 2021:

May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019	May 1, 2020
\$20.90 includes \$0.65 in wage + \$0.25 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.60 + \$0.10 for H & W

Class I - Fabrication of Metal Doors, Frames, Windows and Skylights as well as all of the duties of the Class II Glassworker.

B. Class II – Glass Fabricator – Glass Worker hourly rate increases effective May 1, 2016 through April 30, 2021:

May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019	May 1, 2020
\$19.90 includes \$0.65 in wage + \$0.25 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.60 + \$0.10 for H&W

Class II includes art glass cutter, bevellers, belt or automatic edging machine operators, silverers, flooding and leveling of mirrors, scratch polishers, engravers, lead glaziers, buffers, blockers, hand miters, swiping of edges, auto glass installers, faceting of glass, glass painting, matting transferring and cutting of all patterns, all glazing of copper foil, lead and hard metal, stained and leaded glass windows and glass mosaic, staining of glass, assembly of all shaded or ornamental glass mosaic, mobile glass mechanic, boarding of break outs, driving of all trucks, cutters of plate glass, window glass, figured, wire, structural and safety glass, cutting of plastics and other materials used in place of glass, metal cutters, auto glass handlers, loading and unloading of trucks, glass washers, insulating unit assemblers, box and crate making.

Mobile glass mechanics will be allowed to do all reglazing and repair work. They can also deliver materials to jobsites and distribute as noted in the Section XVI, paragraph 2 of the "Outside" contract.

1. Residential Projects – Work shall follow the safety glazing rack schedule. A place of permanent residents. Restricted to include: Glass replacement, window replacement and mirrors, double-hung, single-hung, center-hung, casements, sliding patio doors, sliding windows, framed shower doors. To conform to all glaziers working conditions up to and including the twelfth (12) floor; no storefronts or curtain wall installations. NOT included are motels, hotels, and nursing homes. Glass fabricator to Glass fabricator apprentice ratio shall not be less than three (3) Glass fabricators to one (1) Glass fabricator apprentice.

For Other than Residential Projects:

1. Maximum number of men to be used shall be three (3) according to the safety glazing schedule.

2. Restriction on number of lites to remain at six (6) per project.
3. Work shall be limited to repair or replacement of metal or glass up to and including second floor.
4. All work shall follow the safety glazing rack schedule.

C. Class III – Truck Driver / Delivery Person - Truck Driver hourly rate increases effective May 1, 2016 through April 30, 2021:

May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019	May 1, 2020
\$17.31 includes \$0.65 in wage + \$0.25 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.55 + \$0.10 for H&W	+ \$0.60 + \$0.10 for H & W

Class III – They can deliver materials to jobsites and distribute as noted in the Section XVI, paragraph 2 of the “Outside” contract.

New hires. The apprentice shall receive pay and benefits in accordance with apprentice schedule.

An apprenticeship classification will be established at the following rate:

- A) 50% of the existing rate for 1st 1000 hours of employment
- B) 60% of the existing rate for 2nd 1000 hours of employment.
- C) 75% of the existing rate for 3rd 1000 hours of employment.
- D) After 3000 hours the employee shall receive the regular rate.

Section 1a – Apprentice Fringe Benefits

Time Period	Health & Welfare	Local Pension	I.U.P.A.T.	C.I.S.P.
1 st 1,000 hours	100%	None	0.34	0.03
2 nd 1,000 hours	100%	None	0.34	0.03
3 rd 1,000 hours	100%	0.55	0.34	0.03

NOTE: After 3,000 hours apprentices receive full fringe benefits.

Section 2 - Temporary help such as "Manpower", "Kelly Service", "Spot Labor", etc. shall not be used except when experienced help is not available. This is limited to unloading from truck or railroad car to designated area.

Section 3 - The Company shall pay employees once each week and shall not hold back more than two (2) day's pay.

Section 4 - The Union reserves the right to allocate any portion of any increase to the Insurance Fund or Pension Fund upon thirty (30) day notice in advance of the effective date of the next increase.

Section 5 - Any agreed upon wage increases allocated to the International Pension Plan will be treated as a Supplemental Contribution *subject to rejection of the IUPAT Pension Trustee Board, at which point the parties shall reconvene in the Joint Trade Board to resolve the issues created by said rejection.*

ARTICLE X

Transfers

Section 1. The Company may temporarily transfer employees from one job classification to another provided the transfer does not exceed thirty (30) days. Employees transferred from a higher to a lower classification shall receive the wage rate of the higher classification. Employees transferred from a lower to a higher classification shall receive the wage rate of the higher classification.

Section 2. Employees transferred for periods in excess of thirty (30) days shall be deemed reclassified and shall thereafter receive the wage rate of the new classification.

Section 3. The company shall notify the Union before reclassifying any employee.

Section 4. There shall be no transfer of men from one shop to another without the consent of the employee, employer, and the Union.

Section 5. In the event the Company is hiring employees in any classification, the Company will give preferential consideration to laid off employees from any other classifications.

ARTICLE XI

Reporting Pay

Section 1. Employees will be considered called to work unless notified not to report at least two (2) hours prior to the regular starting time. Any employee called to work but required to work less than four (4) hours will be given four (4) hours pay. Any employee required to work more than (4) hours but less than a full six – (6) hour shift shall be given six (6) hours pay, more than six (6) but less than a full eight (8) hours pay. If for reasons of their own, men report late or leave early from their work, they shall be paid for only the time worked.

ARTICLE XII

Work Rules and Disciplinary Action

Section 1. The Company shall establish a set of work rules. The work rules will be submitted to the Union for review and comments prior to posting and distribution to employees. Disciplinary action procedures will also be submitted and effective on agreement between the Company and the Union.

Section 2. No employee may be discharged, laid-off or otherwise disciplined by the employer, except for just cause as contained in the disciplinary procedures contained in the following:

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 exist.

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 use, 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 XIII

Safety Rack Scheduling – Unloading

1. To determine the number of men 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 men must be present to take the lite off the rack truck except as noted in Section 2.
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 men 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 men 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 united inches; one (1) man 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 men should be used in order to insure safety of the men in setting or removing such glass.
 - a. The number of men 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" Insulated	3/8"	1/2"	
Over 108 united inches up to & including 124 united inches...				2 men
Over 124 united inches up to & including 154 united inches...				3 men
Over 108 united inches up to & including 132 united inches...			2 men	
Over 132 united inches up to & including 154 united inches...			3 men	
Over 108 united inches up to & including 154 united inches...	2 men	2 men		
Over 154 united inches up to & including 175 united inches...	3 men	4 men	4 men	4 men
Over 175 united inches up to & including 190 united inches...	4 men	5 men	6 men	6 men
Over 190 united inches up to & including 220 united inches...	5 men	6 men	7 men	7 men
Over 220 united inches up to & including 240 united inches...	6 men	8 men	9 men	9 men
Over 240 united inches up to & including 270 united inches...	7 men	9 men	10 men	10 men
Over 270 united inches up to & including 290 united inches...	8 men	11 men	12 men	12 men
Over 290 united inches up to & including 310 united inches...	9 men	12 men	13 men	13 men

9. 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) man will be permitted to install. Plastic glazing up to 120 united inches one (1) man will be permitted to install. Preglazed windows and pregalzed doors, window frames and rails to be included as part of the glass size in the safety rack schedule.

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

ARTICLE XIV

Vacations

Section 1. All employees who have been in the service of the Company one-year shall receive one-week vacation with pay. All employees who have been in the service of the Company two years, but less than seven years shall receive two weeks vacation with pay. All employees who have been in the service of the company seven years or more shall receive three weeks vacation with pay. A week's vacation pay shall be based on forty (40) hours' pay at the particular employee's average straight time hourly earnings. All vacation time is accrued. New hires after May 1, 2002 shall follow the following vacation schedule:

Calculation of vacation time for first year to be one (1) day per 2.4 months worked.

One (1) week for the first and second years.

Two (2) weeks for the third (3) thru tenth (10) years.

Three (3) weeks for the eleventh (11) year and beyond.

All vacation time is accrued.

In the event that any holiday established by this Agreement shall fall or occur within an employee's vacation period he shall be granted one extra day of vacation with pay at straight time hourly earnings, or if the employee and the employer agree he may return to work and shall receive in addition to his normal straight time hourly earnings, eight (8) hours holiday pay based upon his straight time hourly rate.

Section 2. Vacations shall be taken at any time during the year during the term of this Agreement as arranged between the employee, company, and the Union.

Section 3. The Company shall give the Union written notice of any intent to close the warehouse for vacation purpose and such notice shall be given no later than April 1, of each year.

ARTICLE XV

Seniority

Section 1. It is understood and agreed that all cases of rehiring or layoffs in each respective classification due to increasing forces or decreasing forces, accumulated length of service will govern, provided the employee with the greatest length of service has the qualifications to perform the work in hand, as determined by employer.

Section 2. During the periods of slack business, not caused by strikes, acts of God, or other types of business interruption the Company will endeavor insofar as customers orders permit, to divide the work fairly and equitably among the regular employees, however, where conditions make a five (5) day work week impractical and require a reduction of the work week, the Company shall without lay-off of any regular employees and after posting notice and schedule to such effect twenty-four (24) hours in advance of their intent to reduce the work week to three or four (3 or 4) regular work days. After ten (10) weeks of such reduced work week in any one calendar year, then the Company shall be required to lay-off employees in accordance with the requirements of Section 1 above, in order to restore a normal five (5) day work week for employees retained. Any employee scheduled to be laid off is to be notified at least twenty-four (24) hours in advance of such lay-off.

Section 3. Regular employees shall be considered employees who have worked at least one hundred twenty-five (125) days for the employer in the previous or current calendar year.

Section 4. An employee will lose all seniority:

1. When discharged for just cause.
2. When employment is voluntarily terminated.
3. If the employee fails to return to work within ten (10) working days after notice being sent by registered or certified mail to employee's last address of record with the employer.
4. When laid off for lack of work, but will retain seniority from one (1) year from date of lay-off.

Section 5. The employee shall have a period of ninety (90) days from the date of hire, which shall be considered a probationary period.

ARTICLE XVI

Temporary Summer Help

Temporary, Summer Help employees may be hired at 60% Class One straight-time pay for work performed during a floating 90-day period between May 1 and September 15. The Employer must notify the Union of any hiring of Summer Help on the date of hire. Beginning on the sixth (6th) day of work, Employers will pay regular dues for all temporary Summer Help employees hired to work "inside". At the end of the 90-day probationary period, the employee becomes a full-time, union employee. There will be no other benefits for Summer Help employees during the 90-day period. The ratio of full-time to Summer Help employees "inside" shall be 1-to-1 up to 2 full-time "inside" employees and 3-to-1 where 3 or more full-time "inside" employees.

ARTICLE XVII

Bond

A. Each Employer shall post a \$5,000 bond. The bond is to cover the payment of wages and payments to all entities listed in this collective bargaining agreement.

B. Each Employer who is not under the jurisdiction of the Painters and Allied Trades District Council No. 6/Glaziers Local Union No. 181 / 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 Glaziers Joint Trade Board ("JTB") or Trustees of

the Painting Industry Insurance Fund or the Glass and Glazing Industry Pension Fund if the Employer is reporting on more Employees than covered by the bond or is delinquent in paying wages or fringe benefit contributions. In the event the JTB or Trustees determine that the amount of the bond required must be adjusted, the JTB or 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 or the Employer's delinquency history and status. In the event of such adjustment, the JTB or Trustees shall provide notice to the Employer of the adjustment and provide reasonable time, not to exceed 30 days, for compliance with such adjustment by the employer.

ARTICLE XVIII

Settlement of Complaints

GRIEVANCE PROCEDURE

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

Step 1. Between the Employee, his or her 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 or her 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 within 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 his or her 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 his or her own representatives. The fee and expenses of the Arbitrator shall be divided between the Employer and the Union.
4. Pending the conclusion of arbitration 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 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 arbitratable unless time is extended by mutual agreement.

ARTICLE XIX

Glaziers Joint Trade Board

Section 1. Administration. The administration of this Agreement shall be by the Glaziers Joint Trade Board (JTB). 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 Tuesday 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 described 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 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, not strikes, lockouts, or stoppage of 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 or officers 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 XX

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 ninety-seven cents (\$4.97) 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 seven dollars and forty-five cents (\$7.45) 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 ninety-four cents (\$9.94) 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 eighty-cents (\$.80) 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. The company shall pay one dollar and twenty cents (\$1.20) for hours worked at one and one-half (1 1/2) his hourly rate. The company shall pay one dollar and sixty cents (\$1.60) for each hour worked at two (2) times his regular hourly rate.
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, he 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, he 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 his 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. Without limiting the Union's above-described right to withdraw Employees upon seventy-two (72) hours' written notice, when an Employer is delinquent for two (2) months, the delinquency shall be brought to the Glaziers Joint Trade Board (JTB) for decision not limited to filing claim on bond, increasing bond, withdrawing manpower, or demanding audit, with a monthly review following said decision, which shall be final and binding upon all parties by the JTB. Without limiting the foregoing, the JTB shall have authority to require said Employer to submit job reports as follows:
 - A. The Employer shall report in writing by email or any other method agreed to by the JTB, to the Secretary-Treasurer, and prior to the commencement of work all job sites where Bargaining Unit Work is to be performed within the geographical territory of this Agreement.
 - B. All reporting will be in a format approved by the JTB and will include, but not limited to, the job site name, job site address, approximate start date and approximate end date.
 - C. An Employer that fails to report a job site as required by subsection A may be fined \$500 per day of the violation and be subject to charges which may be filed with the JTB.
12. Each Employer agrees to permit an audit or examination of such books, records, papers of 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. When an employee pursuant to the Working Agreement is paid for hours not worked, the Employer shall contribute to each of the Respective Funds, 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.

16. Payments for the Administrative Dues, 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.
17. 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 2011, 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 ninety-five cents (\$.95) effective May 1, 2011. The company shall pay one dollar and forty-three cents (\$1.43) for hours worked at one and one-half (1 1/2) his hourly rate. The company shall pay one dollar and ninety cents (\$1.90) for each hour worked at two (2) times his regular hourly rate.
 - (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 make 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.

19. IUPAT Political Action Together

It is understood and agreed that if any Employee wishes to make a voluntary hourly contribution for each hour worked to International Union of Painters and Allied Trades Political Action Together ("IUPAT PAT") and authorizes the Employer to make such a deduction on a form complying with applicable state and federal laws concerning such deduction and assignment, the Employer shall deduct such contribution from the earnings of such employee

and agrees to transmit them along with other fringe benefits and deductions to a central depository identified in writing by the Union. It is agreed that these authorized deductions are not a condition of membership in the Union or of employment with the Employer. The Union shall indemnify and save harmless each Employer against any claim made on account of action taken by such Employer in reliance upon information or forms furnished by the Union hereunder.

20. Central Collection System Clause

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

ARTICLE XXI

Funeral Pay

Section 1. An employee shall be granted a maximum of three (3) consecutive days off in case of death of a member of his immediate family. If any of these three (3) days are scheduled working days the employee shall be compensated for the time lost at his regular hourly rate of pay. A member of the immediate family shall be the wife, husband, son, daughter, father, mother, brother, or sister of the employee. Satisfactory proof of death of the above members of the family shall be submitted to the Company.

ARTICLE XXII
No Strikes or Lockouts

Section 1. There shall be no strikes by the Union and Lockouts by the Company during the term of this Agreement.

Section 2. Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this agreement has the right to withdraw employees covered by this agreement whenever the employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE XXIII
Supervisors

Section 1. Supervisors shall not perform any work on a job normally performed by an employee in the bargaining unit, except in any emergency, or circumstances warranting immediate action or for the purpose of instruction.

ARTICLE XXIV
Stewards

Section 1. The Shop Steward shall be given time off from work without pay in order to enforce this Agreement, and shall report any infractions or violations to the Business Representative. If a shop steward is discharged for calling attention to any of the terms of this agreement, he shall at once be reinstated until the matter is adjusted between the Union and the Company. If he is not reinstated immediately, all men may be withdrawn from the shop notwithstanding the no-strike provision of this Agreement.

Section 2. There shall be no discrimination or intimidation against any employee who may be selected to represent himself or other employees on committees, or for engaging in other legitimate Union activity. Nor shall the Company discriminate against any employee because of his membership in the Union.

ARTICLE XXV
Union Access to the Plant and Bulletin Boards

Section 1. A representative or representatives of the Union shall have reasonable access to the warehouse or plant of the Company for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions, and generally for the purpose of carrying into effect the provisions and aims of this Agreement, providing proper identification is presented to the warehouse superintendent.

Section 2. The Company agrees to furnish the Union a bulletin board for the posting of all notices subject to Company approval of all material to be posted.

ARTICLE XXVI
Grievance and Arbitration

Section 1. A grievance shall be any dispute between the Company and the Union arising out of the meaning, interpretation, or application of this Agreement, reported in writing within five (5) days of the occurrence. Any such grievances not presented in writing within the foregoing time limit shall be null and void.

Section 2. One (1) representative of the Union and one (1) representative of the Company shall meet in an effort to settle any grievance arising under the terms of this Agreement. If a settlement is not reached within a reasonable time, not to exceed three (3) weeks unless time is extended by mutual agreement, either party may request the Federal Mediation and Conciliation Service to furnish a list of seven (7) local impartial arbitrators from which one shall be selected by elimination to hear the grievance. The decision of the impartial arbitrator shall be binding on both parties.

ARTICLE XXVII

Savings Clause

Section 1. 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 is no longer in conflict with any Federal or State Law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable such invalidity or unenforceability shall not effect or impair any other term or provision of this Agreement.

ARTICLE XXVIII

Non-Discrimination Clause

Section 1. The Employer and the Union agree that there shall be no discrimination against employees or applicants because of race, color, gender, creed, national origin, membership or non-membership in the Union, and that only qualified employees shall perform work covered by this Agreement.

Section 2. It is not the intent to discriminate by the use of gender; thus any use of the masculine gender or pronoun shall be construed to include the feminine gender as well.

ARTICLE XXIX

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 as per Article X, Section 2, because of lack of work, or for other legitimate reasons is vested exclusively in the Employer. No employee will be laid off permanently until there has been ten (10) consecutive weeks of reduced work force in a calendar year. The Union recognizes that the Company reserves and retains solely and exclusively, all of its inherent right to manage its business.

When an inside glazier is used as a regular glazier, management will notify the Union before the worker is to leave the shop. Management will

also divide the time equally between inside workers as long as normal shop operations are not disrupted, and as long as the man or woman leaving the shop is capable of handling the added duties.

ARTICLE XXX

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 shall automatically 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.

ARTICLE XXXI

Construction Industry Service Program

Employers subject to the terms of this Agreement who employ glaziers and apprentices within the jurisdiction of the Glazier Architectural Metal & Glassworkers 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, three cents (\$0.03) for each hour worked by each journeyman, apprentice or other Employee within the bargaining unit.
- 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. Employers to pay \$0.03/hr to fund the Construction Industry Substance Abuse Program.
3. The undersigned parties hereby reaffirm the applicability of the Construction Industry Substance Abuse Program (CISAP) to all employee covered under the Outside Agreement and Inside

Agreement between them. The parties have collectively bargained the choice of third-party administrator (TPA) to be used under said agreement and hereby agree to review performance of said TPA annually within the Joint Trade Board. Any and all future decisions concerning choice of TPA will be made by the Joint Trade Board.

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 XXXII

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. 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 man for that day).

ARTICLE XXXIII

Signatures


The foregoing constitutes a complete Agreement on all questions of wage, hours and working conditions between the Company and the Union. This Agreement shall become effective as of May 1, 2016 and shall remain in full force and effect until April 30, 2021 and from year to year thereafter subject, however, to the right of the Union and the Company to give written notice by registered mail to the other party at least sixty (60) days prior to the expiration of the initial or of any subsequent terms as the case may be, of the desire to modify or terminate this Agreement as of the end of its term.

IN WITNESS WHEREOF, we the undersigned dully authorized representatives of the CONSTRUCTION EMPLOYERS ASSOCIATION & GLAZING CONTRACTORS ASSOCIATION OF NORTHEAST OHIO, each employer who separately is signatory to the Working Agreement, and Glazier, Architectural & Glassworkers Local Union No. 181 of the International Union of Painters and Allied Trades AFL-CIO, hereunto affix our hands as such representatives for and in behalf of such Associations, Employer and Union, their Officers, Agents and Members, at Cleveland, Ohio as of the 30th day of April, 2021.

FOR THE EMPLOYERS;


CONSTRUCTION EMPLOYERS ASSOCIATION AND

GLAZING CONTRACTORS ASSOCIATION OF NORTHEAST OHIO

 12-12-16
Glazing Contractors Association, ~~President~~ Secretary

Independent Contractor

FOR THE UNION:

 12-12-16
Business Manager/Secretary Treasure Date