ARTICLES OF AGREEMENT
WICHITA, KANSAS

DISTRICT COUNCIL #3
GLAZIERS, ARCHITECTURAL METALS & GLASSWORKERS LOCAL 558
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO

PREAMBLE

This agreement Glass, Inc., located at 880 E. Bayley, Wichita, KS. 67211 herein called the Employer (and/or Management), and District Council #3 of Kansas City, MO and the International Union of Painters and Allied Trades, AFL-CIO, herein called the Union.

ARTICLE I
RECOGNITION

This agreement as expressly set forth herein constitutes the complete and exclusive agreement and understanding of the parties with respect to wages, hours and conditions of employment, to the extent of the parties’ commitments to one another on all matters relating to wages, hours and working conditions. The Employer recognizes, acknowledges and agrees that District Council #3 is within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of the collective bargaining of all employees performing work covered by this agreement where ever such employees may be employed. All prior agreements, written, expressed or implied, whose continuation is not expressly provided for herein, are hereby cancelled.

ARTICLE II
UNION TERRITORIAL JURISDICTION

It is agreed between the parties hereto that this Agreement has full force and effect in the territorial jurisdiction of the Union and said territorial jurisdiction is herein defined to include the following named counties in Kansas: Greeley, Hamilton, Stanton, Morton, Wichita, Scott, Kearney, Grant, Stevens, Finney, Haskell, Seward, Lane, Gray, Meade, Ness, Hodgeman, Ford, Clark, Rush, Pawnee, Edwards, Kiowa, Comanche, Barton, Stafford, Pratt, Barber, Rice, Reno, Kingman, Harper, McPherson, Harvey, Elk, Sedgwick, Sumner, Marion, Butler, Cowley, Chase, Greenwood, Chautauqua, Wilson, Montgomery, Labette, Neosho, Crawford, Cherokee, Cheyenne, Sherman, Wallace, Rawlins, Thomas, Logan, Decatur, Sheridan, Gove, Norton, Graham, Trego, Phillips, Rooks, Ellis, Smith, Osborne, Russell, Jewel, Mitchell, Lincoln, Ellsworth, Republic, Cloud, Ottawa and Saline.
ARTICLE III
JURISDICTION OF WORK

Section 1.
The Employer hereby recognizes the jurisdiction of the Union over work to be that work that has historically and traditionally been previously performed by members of Local Union 558 now recognized as District Council #3, in the geographical jurisdiction of the Agreement. Nothing contained in this Article is designed to limit or change current industry practices. This work jurisdiction shall include, but not be limited to the following areas and applicable wage rates.

GLAZIER

The following classification of work shall be that of the Glazier and shall have the applicable wage rate listed in Article V.

Glass
The job site cutting and installation of all types of glass, all materials used as a substitute for glass; all mirrors whether or not framed; all types of reglazing; removal of glass, including salvage.

Architectural Metals
Cutting, fitting, handling and installation of all aluminum, bronze, or stainless steel storefront type metal, including tubular type construction, all materials used as a glass holding member or used in connection with the installation of glass.

Doors
The installation of all aluminum storefront type or flush panel type doors, shower doors, tub enclosures, tempered glass doors, and sliding automatic and manual doors, not including sliding patio doors except when used in commercial construction. The installation of all glass or aluminum door frames and applicable hardware in connection therewith.

Sealants
The caulking of all glass to glass, glass to metal, and metal to building substrate joinery. Any and all integral preparatory caulking included in the installation of all material listed in this contract.

Material Handling
All glass cased and non-cased and all glazing materials shall be distributed on the job site by the Glazier after initial delivery to a central drop point on each floor.

Shop Fabrication
The shop fabrication of all materials shall be work of the glazier unless it is listed in the work jurisdiction of the Inside Glassworkers or Fabricator.
PRE - APPRENTICE GLAZIER

Whereas both parties recognize the needs for recruiting workers to the construction industry. It is hereby agreed that a Glazier pre-apprenticeship program will be utilized by the employer and the Union. Glazier pre-apprentices shall be allowed to perform work in any and all classifications of this agreement for no more than 1,000 hours in a consecutive twelve (12) month period starting with the first day said employee is employed. An employee shall not be a Glazier pre-apprentice if they have completed the apprenticeship application for the District Council 3 Painters and Allied Trades Training Fund and have been approved by the Apprenticeship Committee. Upon the expiration of the consecutive twelve (12) month period of employment for a Glazier pre-apprentice, the Glazier pre-apprentice shall be reclassified in accordance with a classification of work set forth in this agreement. Their employment status will not change until written notice from the Apprenticeship.

INSIDE GLASSWORKER

The following classification of work shall be that of the Inside Glassworkers and shall have the applicable wage rate.

Glass
It is understood that all of the work done by the Inside Glassworkers will be done at the Employers shop at the address listed on this Contract. The cutting of all glass, plastic and substitutes for glass, including the glass that is to be installed by the Glazier. All lead glazing, metal glazing, prism glazing, shade work, beveling, scratch polishing, embossing, engraving, sand blasting, glass chipping, glass mosaic working, art glass, bending of flat glass, flowering and mitre cutting, wheel cutting, glass sign making, grinding and edging of all glass, drilling of holes in glass, also the loading and unloading of glazing trucks.

Job Site Installation
The wage rate of the Inside Glassworkers will apply to the installation of materials on family dwellings and garden type apartments or condominiums limited to two men installation and reglazing of the same.

FABRICATOR

The Fabricator shall consist of, handling of aluminum, fabrication of aluminum frames (in shop only), may also load and unload trucks at shop. The Fabricator may also deliver material to job site, and unload material to a designated spot on the jobsite. At no time will a fabricator install any material on site.
INTER-CRAFT AGREEMENTS

The Union and the Employer agree that, regardless of any Article or Articles in this Agreement to the contrary, work jurisdiction recognition as set forth in this Agreement shall not conflict with existing of future jurisdictional agreements with other International or Local agreements, signatory to the International Union of Painters and Allied Trades, or District Council #3 of Kansas City, MO.

ARTICLE IV
UNION SECURITY

Section 1. Union Membership:
It is understood and agreed by and between the parties hereto, that as a condition of continued employment, all persons who are hereafter employed by the Employer in a unit which is the subject of this Agreement shall within seven (7) working days from the date of their employment have their Name, phone number and classification forwarded to the Union, by the Employer, so that they may have the opportunity of being presented for Union membership. It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state or federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal law and the remainder of the Agreement shall remain in full force and effect.

Section 2. Union Dues:
The Employer recognizes that the employment in said unit of persons who are already or that may become members of the Union shall need to continue their tenders of the periodic dues of the Union. The failure of any person to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union, be dealt with within the limits of the law and in cooperation with the Union.

Section 3. Non-Discrimination:
The Employer and the Union agree that there shall be no discrimination against employees based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, an individual with a disability or a person 40 years or older, or Union membership.

Section 4. Management Rights:
The Employer reserves, and is given the right to hire and discharge any of its employees subject to the provisions of this contract. The management of the problems of the Employer are reserved by the Employer and shall be vested exclusively in the Company, and the Employer shall have the right to determine how many employees it will employ or retain in all departments, together with the right to exercise full control of its business, except as expressly restricted in this Contract. No employee shall be dismissed for an unjust cause.
Section 5. Preservation of Work:
Subsection A:
To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, exercises directly, management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work when preformed in the District Council #3 territorial jurisdiction.

Subsection B:
All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

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

ARTICLE V
WAGES

Section 1. Hourly Contribution Rates:
Each Employer agrees to pay the amount of wages and fringe benefits contributions on an hourly rate for work performed in each jurisdiction, including Travel Time Rates, Regular Hours Rates, Overtime Rates, Show-Up Time and Lay-Off Procedure Rates, Call Back and Emergency Work Rates. Fringe benefits, shall be paid on hours worked and will not multiply on overtime hours.
Section 2. Lead Man Pay:
On a job where labor in the field is one hundred eighty (180) hours or more, the Employer will appoint a Journeyman Glazier as Lead Man. The Lead Man Glazier shall receive an additional 10% of the hourly rate in addition to the regular wage rate and it shall be multiplied at the appropriate over time rates of time and one half (1 1/2) and double time (2) when applicable. Additionally, if a Glazier is working on a job that overnight stay is required; the Lead Man will get an additional 5% of the hourly rate for Lead Pay.

Section 3. Pre-Bid Conference:
The Union and Employer, at the request of either party, will hold a pre-bid conference for the purpose of considering and making agreed to adjustments of wages and working conditions for individual projects where the overall circumstances and working conditions related to such projects are mutually deemed to be warranted.

GLAZIER Area Code 50 (GWO558)

<table>
<thead>
<tr>
<th>Hourly Package</th>
<th>H&amp;W</th>
<th>558 Pension</th>
<th>IUPAT Pension</th>
<th>FTI</th>
<th>LMCI</th>
<th>JATC</th>
<th>TOTAL Package</th>
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<td>.10</td>
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Lead Man Rate: Shall be 10% of the hourly rate added to base wages.
Out of Town Lead Rate: An additional 5% will be added when stay overnight is required for Lead Man Rate.

Regular Administrative Dues: Regular Administrative Dues check-off is to be deducted from gross wages at the rate of 3.5%, including overtime, Lead pay.

Effective 1-1-2021 $.86 will come off the hourly rate, and will be added to IUPAT Pension

APPRENTICE GLAZIER Area Code 50A

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>558 Pension</th>
<th>IUPAT Pension</th>
<th>FTI</th>
<th>LMCI</th>
<th>JATC</th>
<th>TOTAL Package</th>
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<tr>
<td>% of Glazier Glazier Hourly Rate</td>
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<td>-.50</td>
<td>same as</td>
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<td>same as</td>
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Regular Administrative Dues: Regular Administrative Dues check-off is to be deducted from gross wages at the rate of 3.5%, including overtime.
### Pre-Apprentice GLAZIER Area Code 61(GW0558)

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>558 Pension</th>
<th>IUPAT Pension</th>
<th>FTI</th>
<th>LMCI</th>
<th>JATC</th>
<th>TOTAL Package</th>
</tr>
</thead>
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<tr>
<td>50% of Glazier Hourly Rate</td>
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<td>0.00</td>
<td>0.00</td>
<td>.10</td>
<td>.10</td>
<td>.18</td>
<td>50% of Glazier Hourly Rate</td>
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**Regular Administrative Dues:** Regular Administrative Dues check-off is to be deducted from gross wages at the rate of 3.5%, including overtime.

### INSIDE GLASSWORKER RATE Area Code 60 (SWO558)

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<tr>
<th>Hourly Rate</th>
<th>H&amp;W</th>
<th>558 Pension</th>
<th>IUPAT Pension</th>
<th>FTI</th>
<th>LMCI</th>
<th>JATC</th>
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<tr>
<td>73% of Glazier Hourly Rate</td>
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**Regular Administrative Dues:** Regular Administrative Dues Check Off is to be deducted from gross wages at the rate of 3.5%, including overtime and Individual Savings.

### FABRICATOR RATE Area Code 60B(GW0558)

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<th>Hourly Rate</th>
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<th>558 Pension</th>
<th>IUPAT FTI</th>
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**Regular Administrative Dues:** Regular Administrative Dues Check Off is to be deducted from gross wages at the rate of 3.5%, including overtime and Individual Savings.
ARTICLE VI
FRINGE BENEFITS, I.U.P.A.T. LABOR-MANAGEMENT COOPERATION FUND, APPRENTICEHIP TRAINING EDUCATION TRUST FUND

Section 1. Fringe Benefit Payments:
The parties hereto have agreed to provide a Fringe Benefit program as set out herein, which program is to be maintained by contributions from the Employers under the terms of this Agreement and is established for the benefit of the employees covered by this Agreement. All deposits will be remitted to the specified depository bank.

It is further agreed by and between the parties hereto that all the Funds and all parts of the Fringe Benefits program will be used and operated at all times in such a manner that payments to the Funds by the Employer contributors will be deductible as expense items of said Employers for the income-taxing purposes with all governmental taxing units.

Section 2. Specific Trust Funds:
The specific trust funds which comprise the Fringe benefits program are as follows:
- Glaziers Local Union No. 558 Pension Fund (558 Pension)
- International Union of Painters & Allied Trades Union and Industry National Pension Fund (IUPAT Pension Fund)
- District Council 3 Painters and Allied Trades Training Fund
- District Council 3 Health & Welfare Trust Fund (Health & Welfare Fund)
- I.U.P.A.T. Finish Trade Institute (FTI)
- I.U.P.A.T. Labor Management Cooperation Initiative (IUPAT LMCI)

Section 3. Hourly Contribution Rates:
Each Employer agrees to pay the amounts of Fringe Benefit Contributions to, (thru the depository bank) the Funds listed in Article VI, Section 2, including Administrative Dues, at the applicable rate for each hour worked, (per work classification), specified herein, for all bargaining unit work performed by all employees in the geographic area covered by this Agreement. Each Employer agrees to comply with such decision.

Section 4. Administrative Dues, Amounts and check-off:
During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for check-off of Union membership dues in a form permitted by the provisions of Section 302( c) of the Labor Management Relations Act as amended, each Employer shall deduct from the wages of all employees, at the applicable percentage rate, covered by this Agreement the Administrative Dues required by the Union. The said sum shall be remitted to the Union as Administrative Dues and the payment and reporting of said dues shall be made in the same manner and on the same forms provided for the payment of Fringe Benefits contributions required by this Agreement:
• Regular Administrative Dues for Glazier, Apprentice, Pre Apprentice and Inside Glassworkers: Three and one half percent (3.5%), of applicable hourly rate, provided in Article V of this Agreement multiplied times each hour of wages paid to each employee covered by this Agreement. Said amount shall be deducted from applicable hourly wage rate and paid to the Union. The Union shall have the unilateral right to modify the amount of said dues and shall provide the Employer thirty (30) days written notice of any such modifications and each Employer agrees to the same.

Section 6. Trust Agreements and Trustee Action:
Each Employer hereby expressly agrees to be bound by each and all of the terms and provisions of the Trust Agreements establishing the Pension Fund, International Pension Fund, Health & Welfare Fund, and National Training Fund. Each Employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreements hereto made or hereafter made during the terms of the current and subsequent labor agreements as long as such labor agreements provide for contributions to said funds and hereby ratifies and accepts the Trustees so appointed as if made by each Employer.

Section 7. Glaziers Local 558 Pension Fund:
The Employer is bound by and to the Agreement and Declaration of Trust, effective June 1, 1969, establishing the Glaziers Local 558 Pension Fund, and shall make all contributions by provisions contained in this Agreement at the applicable rates of pay.

Section 8. District Council 3 Health & Welfare Fund:
The Employer is bound by and to the Agreement and Declaration of Trust, establishing the District Council 3 Painters and Allied Trades Health & Welfare Trust Fund, and shall make all contributions by provisions contained in this Agreement at the applicable rates.

Section 9. District Council 3 Painters and Allied Trades Training Fund:
The Employer is bound by and to the Agreement and Declaration of Trust, establishing the District Council 3 Painters and Allied Trades Training Fund and shall make all contributions by provisions contained in this Agreement at the applicable rates.

Section 10. I.U.P.A.T. Union and Industry Pension Fund:
Subsection A:
1. Commencing with the 5th day of October, 1993, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to, (thru the depository bank) the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
2. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution at the applicable rate to the above named Pension Fund
3. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
4. Contributions shall be paid on behalf of any employee starting with employees first day of employment in a job classification covered by this Agreement. This includes, but is not limited to apprentices.
5. The payments to the Pension Fund required above shall be made to (thru the depository bank) the IUPAT Union and Industry Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

Subsection B:
The Employer hereby irrevocable 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 actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

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

Subsection D:
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 to take whatever steps are necessary to secure compliance with this Agreement, and any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employers 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.

Subsection E:
The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

Subsection F:
The I.U.P.A.T. Union and Industry Pension Fund is under a Funding Improvement Plan. Under the Funding Improvement Plan, the hourly contribution rate to the IUPAT Union and Industry Pension Plan must be increased to two dollars and fifty eight cents ($2.58) by December 31, 2021.
Section 11. IUPAT - FTI:
The agreement between the Employer(s) and Union parties to this Agreement regarding payment to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT - FTI) is as follows:
Subsection A:
1. Commencing with the first day of October, 1996, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, agrees to make payments to (thru the depository bank) the International Brotherhood of Painters and Allied Trades Finishing Trades Institute (IUPAT - FTI) is as follows:
2. For each hour or portion of an hour worked by an employee covered under the Agreement, the Employer shall make a minimum contribution of ten ($0.10) cents per hour to the above named Fund.
3. Contributions shall be paid on behalf of any employee starting with the employees first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to apprentices, journeyman, preapprentice and inside glassworkers.
4. The payments to the Fund required above shall be made to the “International Brotherhood of Painters and Allied Trades Finishing Trades Institute (IUPAT - FTI)” which was established under an Agreement and Declaration of Trust, effective May 1, 1995. The Employer hereby agrees to be bound by and to said Agreement and Declaration Trust, as though the Employer had actually signed the same.

Subsection B:
1. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT - FTI), such Trustees as are now serving, or who will in the future serve, as Union Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, a provided for in the aforesaid Trust Indenture.
2. The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT - FTI), such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
3. The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT - FTI), pursuant to the said Agreement and Declaration of Trust.

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

Section 12. IUPAT - LMCI:
Commencing with the first day of the contract for the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor Management Cooperation Initiative Fund(“Fund”) for each employee covered by this Agreement as follows:
For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of $0.10 to the Fund.
For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable. Contributions shall be paid on behalf of any employee starting with the employees first day of employment in a job classification by this Agreement. This includes, but is not limited to, apprentices, journeymen, trainees, and probationary employees.

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

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

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

If an Employer fails to make contributions to the fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.

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

Section 13. Depository Bank and Remittance Reports:
The contributions required by this, Article VI, shall be remitted to such depository as the parties to this Agreement and the Trustees of the involved funds shall specify. The said contributions shall be paid on or before the tenth (10) day after the last day of the preceding month for the hours paid during said preceding month. Simultaneously with the making of said contribution payments, each Employer shall prepare and file a written monthly report form with the designated depository setting forth the names, social security numbers, hours worked and paid (regular, overtime, and lead time), gross wages paid and such other information as is required by the Trustees of the involved Trust Funds. The written monthly report form shall be furnished to each Employer by the Trustees of the involved funds.
Section 14. Compliance Audit:
The Employer shall, upon request of the designated Representative of the Trustees of the aforementioned funds, furnish and produce for audit, inspection and copying, such information and records as the Trustees require in the performance of their duties to such funds. The Trustees or their designated Representatives shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine, inspect and copy such of the books, records, papers and reports of the Employer as are necessary for the Trustees of said funds to determine if the Employer is fully and accurately complying with its obligations to make the Fringe Benefit contribution payments required by this Agreement. If an employee covered under this Collective Bargaining Agreement, is not classified under a specific classification, for audit purposes, they will be considered a Journeyperson.

Section 15. Late Contributions:
The Employer agrees to be bound by all resolutions or formal actions of the Trustees of the aforementioned Funds regarding the collection of contributions and acknowledges that said Trustees have broad powers to ensure the timely payment of contributions. The Employer hereby agrees that if the payment of Fringe Benefit Contributions as required herein is made more than twenty (20) days after the due date for said contributions as set forth in Section 10 above, then in that event the Employer agrees to pay the following amounts in addition to the contributions due and owing:

A. Liquidated Damages: 1) a minimum of Fifty Dollars ($50) or ten percent (10%) of the amount of contributions, whichever is greater, of each delinquent monthly contribution, and 2) thereafter, an additional one and one-half (1 ½%) percent on each delinquent monthly contribution up to a maximum of eighteen (18%) percent of each delinquent monthly contribution due.

B. Interest: Interest on the unpaid contributions computed at the rate subscribed in Section 6621 (or any section replacing same) of the Internal Revenue Code.

C. Court Costs and Attorney’s Fees: In the event the Trustees of said Funds file suit against the Employer to collect the Fringe Benefit Contributions required by this Agreement, then each such Employer agrees to pay all litigation costs and a reasonable attorneys fee. In the event that the Employer is found to be the prevailing party, the Funds agree to pay all litigation costs and reasonable attorney fees

D. Collections: Employers are hereby put on notice that the Trustees of this Fringe Benefit program have broad powers to insure the collections of contributions and the preservation of the trusts, including, but not limited to, requiring Employers to put up advance cash deposits, bonds, imposition of assessments and/or liquidated damages, recovery of costs and instituting legal action in the courts against delinquents. If it becomes necessary for the Trustees to file suit against an Employer for delinquent Fringe Benefit monies due, the Employer agrees to pay, in addition to liquidated damages, all litigation costs, including a reasonable attorneys fee.
Section 16. Direct Payment Prohibited:
No employee shall have the option to receive, instead of the benefits provided for by the Agreements and Declarations of Trust, any part of the payments of an Employer. No employee shall have the right to assign any benefits to which he may be or become entitled under the terms of the Agreements and Declarations of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created or through severance of employment or otherwise.

Section 17. Economic Action:
In the event that an Employer has failed to pay in full amount owing to the Fringe Benefit Funds under this Article and such failure has continued fifteen (15) days, the Union may, after at least one (1) weeks notice in writing to the Employers office, may direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from that Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the Trustees and may be exercised by the Union notwithstanding the Arbitration provisions set forth in Article XIII.

ARTICLE VII
WORKING HOURS AND RULES

Section 1. Working Hours:
Regular Hours: The regular work week shall consist of five (5) eight (8) hour days, between the hours of 7:00 a.m. to 3:30 p.m., with a thirty (30) minute lunch break, Monday through Friday, except when the work week is scheduled as a 4 - 10’s week, or a 4-9 & 1-4 week, or as a week with start time advanced or delayed as described below.

(1) No Glazier shall be permitted to work under conditions involving the borrowing or interchanging of men from one Employer by or between another except by permission of the Business Representative.
The starting time may be advanced or delayed by one hour on either side of 7:00a.m. with notification to the Shop Steward.

The Employer may establish a work week consisting of four (4) days, during the regular work week, Monday thru Thursday, or Tuesday thru Friday, each day consisting of ten hours at straight time. The 4 -10’s must run for a period of at least four days. The Employer shall notify the Shop Steward before beginning a 4 - 10’s schedule.
The Employer may establish a work week consisting of four (4) nine (9) hour days, Monday thru Thursday, and a Friday of four (4) hours from 8:00 am to 12:00 noon at straight time. The 4-9; 1-4 must run for a period of at least 5 days. The Employer shall notify the Shop Steward before beginning this schedule.
Subsection B:

**Odd Hours:** On jobs that cannot be performed during the regular work day, including heavy traffic areas such as offices, retail stores, shopping centers or factories, in such cases work may be performed at the regular hourly rate. All other work rules, guaranteed payment and other provisions of this Agreement shall apply when such work is being performed, and before starting any such project prior notification must be made to the District Council #3 business office. All such work in excess of scheduled eight hours daily shall be at the appropriate overtime rate. This section shall not apply to any project where work is being performed under International Agreement, Project Agreement, Maintenance Agreement, etc.

Subsection C:

**Holidays:** The following holidays shall be granted, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. In the event any of the designated holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the designated holidays fall on Sunday, the following Monday shall be observed as the holiday.

**Section 2. Overtime:**

Time and one half (1 ½) the regular applicable rates shall be paid for the first two (2) hours of any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten (10) hours in a 4-10’s week), and the first eight (8) hours of a Saturday. On the 4-9 &1-4 week the first one (1) hour after the 9 is time and one half (1 ½) and the first six (6) after 4 on Friday is also time and one half (1 ½), and the first eight (8) hours of a Saturday.

Double time (2) the regular applicable rates shall be paid for Sunday’s, New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, anything in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend.

No work shall be done on Saturday, Sunday, or the above holidays except in cases of extreme emergencies. When a company, working overtime, requires journeyman other than regular employees, they must obtain such men through the Business Representative. Scheduled overtime in excess of an hour dependent upon the job conditions shall be offered to Glaziers and Glazier Apprentices before other classifications of workers.

**Section 3. Pay Day:**

There shall be an established pay day for all employees at least one day each week, and they shall be paid no later than 3:30 p.m. of said established pay day, unless the employee is returning to the shop in an Employer vehicle. When an employee’s employment is terminated by the Employer, the employee shall be paid in full by quitting time on the day on which they are terminated. The employee shall be paid waiting time, at the applicable rate, if an employee has to wait for their check and overtime shall be paid after 3:30 p.m., further they shall be paid mileage and driving time if they are required to drive to the shop for their check.
In lieu of paying the employee by check, on the above payday, the Employer, at their option, may pay employees by automatic deposit into an employee’s designated financial institution. If such a deposit is not possible, then the Employer, at their option, may pay the employee by an Employer supplied debit card or by check. Electronic payments shall be available no later than the normal established pay day. Employers choosing to utilize automatic deposits or debit cards shall furnish to the employee a written paystub which may be delivered by mail or courier to the employees last known address. The employee’s payroll stub shall be postmarked no later than the day of the electronic deposit of the funds.

Section 4. Show-Up Time:

Subsection A:

Regular Work Day: An employee called to work shall receive not less than four (4) hours pay. Employees will be notified by quitting time, or not later than 6:00 p.m. of the previous day in the event of a lay-off. If employees cannot be contacted, the Business Representative or a member of the Executive Committee must be notified. Failure to notify employee will entitle the employee to four (4) hours show-up time. An employee that fails to notify the shop by 7 a.m. that they are going to be late or reports to work twenty minutes after normal start time shall forfeit the afore mentioned show up pay. It shall be the employee’s responsibility to have his current address and current telephone number on file with the Employer. It shall be the company’s responsibility to notify the employees of the current numbers they should call prior to start time. No pay will be given when work is not available due to conditions beyond the Employer control such as an Act of God, fire, flood, explosion, labor disputes, or inclement weather.

Subsection B:

Emergency Work: On Saturdays when employees are called in for emergency work, they must receive not less than two (2) hours pay at the double time rate. On Sundays when employees are called to work, they must receive not less than three (3) hours of the double time rate. On any work other than emergency replacement work, employees shall receive not less than two (2) hours pay at the appropriate overtime rate. Any work performed on the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day or Christmas Day, shall receive not less than three (3) hours pay at double time rate. A rotation on a weekly basis will be established based on alphabetical order of all journeymen. They will be responsible for maintaining the call out phone and be ready to go on call outs for that week. They have the right to call anyone for help with a suggestion of calling apprentices first. The call out phone can be handed off to another glazier if they are mutually agreeable but the on call journeyman glazier is still accountable for their week. A week will consist of Monday at 7:00am till the following Monday at 6:59am.

Subsection C:

Call Back: On weekdays, Monday through Friday, any employee called back to work after regular working hours shall report to the shop and shall receive not less than two (2) hours pay at the prevailing overtime rate. There shall be no call back after midnight.
Section 5. Vacation

Effective January 1st, 2021, Journeyperson will get 1 week (40 hours) paid vacation time, per calendar year. During the period of journeyperson's vacation, the pay will be at the appropriate employee hourly rate with no fringes. Apprentices will get 1 day vacation time paid at the rate of pay of apprenticeship classification with no fringes per calendar year. For example, if an apprentice is first year, they will get 1 day, 2nd year will get 2 days, 3rd year will get 3 days, 4th year will get 4 days. If vacation time is not used, it is not allowed to roll over to the following year, nor to be cashed in. Each Glazier employee must fill out the required form to properly request vacation time.

Effective January 1st, 2022, Journeypersons will get 2 weeks (80 hours) paid vacation time at the appropriate employee hourly rate with no fringes per calendar year. Apprentices will get 2 days paid at the rate of pay of apprenticeship classification with no fringes per calendar year. In order to take a vacation day, glazier must give at least a 2 week notice, for more than 1 day, must give at least 4 weeks notice. Employer agrees to post a "black out date" by April 15th of every year. (Blackout dates are considered days that vacation time is not allowed)

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

Section 7. Sub-Contracting:
The Employer agrees that in the event any work is subcontracted to be done within the geographical jurisdiction of the Union and said work is of the type and nature as outlined in this Agreement and is to be done at the site of construction, alteration or repair of building, structures or other works, then in that event such subcontract will be awarded to an Employer whose wages, hours and conditions of employment are at least equal to those wages, hours and conditions of employment established under the Agreement with this Union or a Union affiliated with the International Union of Painters and Allied Trades. In the event the Employer subcontracts any work as provided herein, there shall be contained in his contract with the subcontractor a provision that the sub-contractor shall be responsible for the payment of all wages and Fringe Benefits provided under the current agreement with said Union. In the event that any sub-contractor fails to pay said wages or Fringe Benefits, the Employer shall become liable for immediate payment of all sums upon proof of the non-payment by said Union. No individual who is not under the jurisdiction of the Union of Painters and Allied Trades, District Council #3, shall perform work which is under the jurisdiction of District Council #3, when the work is being done by or under the contract of the Employer.

Section 8. First Aid Kit:
Every shop shall furnish cleaning rags and maintain a first aid kit on all glazing trucks and job sites and maintain safe equipment and conditions.
Section 9. Rack Schedules:
Attached hereto and made a part of this Agreement is Appendix A, commonly known as the rack schedule. When mechanical aids are used, the schedules do not apply. In case of special and/or dangerous conditions on the job, glaziers and Employer will determine a number of additional men required for the protection of the men in the installation.

Section 10. Shop Steward:
The Employer agrees to the right of the Union to select a Shop Steward. The Shop Steward shall be selected from among the employees of the Company and shall be working Steward. The Steward shall be an agent of the Union in the absence of the Business Representative. The duty of the Shop Steward shall be to enforce the provisions of the Agreement. No Employer shall be without a Shop Steward. The Union shall advise the Employer the name of the Shop Steward in writing. The Steward shall not be discriminated against or laid off without approval of the Business Representative. However, they will be included under the rotation clause of this contract, but will be the last person to rotate or be laid off for lack of work. Any grievant will accompany the Steward to see the Employer about complaints.

Section 11. Elections:
Glaziers shall be allowed two (2) hours off, without pay, for the purpose of voting in all national and state elections.

Section 12. Employers Clause:
When an owner, who is a member of the Union, may wish to perform work themself, they shall have at least one journeyman employed whenever they are performing work pertaining to the trade, and where a partnership or closed corporation exists, there shall be at least one journeyman employed for each partner that may be performing work. The Employer understands the limitation to this clause in the event the Union does not have anyone available when requested. Any Employer signatory to this Agreement must operate from a recognized established place of business, other than their home. The Employers hereby agree to voluntarily comply with the Kansas or Unemployment Compensation Act, and also carry workers compensation insurance for the protection of the men employed by them in a reliable Employer authorized to write policies in the State of Kansas or and it shall be their duty to file certificates of said insurance with the Business Representative.

Section 13. Hauling Material:
Employees will not be permitted to haul Company equipment and/or materials in their private vehicles except hand tools as called out in Article VII, Section 17, or similar tools. No privately owned vehicles shall be leased or rented to the Employers by the employees covered by this Agreement.

Section 14. Picket Lines:
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.
**Section 15. Bulletin Board:**
The Company will permit the Union to post Union notices on its bulletin board or usually designated bulletin area.

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

**Section 17. Power Tools and Equipment:**

<table>
<thead>
<tr>
<th>Glass Cutters</th>
<th>Measuring Tape</th>
<th>Glass Gloves</th>
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</thead>
<tbody>
<tr>
<td>Taps</td>
<td>Extension Cords and Plugs</td>
<td>Files</td>
</tr>
<tr>
<td>Masonry Bits</td>
<td>Hacksaw Blades</td>
<td>Straight Edges</td>
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<tr>
<td>China Marking Pencils</td>
<td>Suction Cups</td>
<td>Drill Bits</td>
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<tr>
<td>Electric Drills</td>
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<tr>
<td>Countersinks</td>
<td>Caulking Gun</td>
<td>All Levels</td>
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</tbody>
</table>

The Employer agrees to furnish the above tools, all power tools, special equipment, and similar type expendable items as listed above where use is required by the Employer. Employees shall endeavor at all times to protect and take care of Employer equipment regarding damage and theft. No employee shall be permitted to use any of his own power equipment. All equipment and supplies, etc., furnished by the Employer shall remain the property of that Employer and must be returned to the Employer upon termination of employment. The issuance of tools, equipment and supplies shall be documented. Employer agrees to stay up to date, per OSHA regulations.

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

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

**Section 20. Jurisdiction:**
The contractor or the Employer party to this Agreement, when working outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area, if applicable, where the work is performed or from among persons who are employed the greater percentage of their time in such area.
The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees, and fringe benefits contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

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

Section 21. Rotation of Employees:
During slack time, work will be rotated among the regular employees specific to and within the following divisions: Glazier and Glazier Apprentices, Inside Glassworker. There shall be no utilization of pre-apprentices during a rotation session the word “regular” shall mean an employee who has been employed not less than six (6) months performing work covered under this agreement. No employee shall be allowed to work at a higher classification when this rotation clause is being utilized.

Section 22. Travelers List:
Effective July 1st every year, members will be eligible to sign up on the Travelers List for out of town work. Members that are signed up on the Travelers List will not be included in the Rotation of Employees unless work is not available company wide. At this time, Employees signed up on the Travelers list will rotate and employees not signed up on the Travelers list will be laid off until work resumes.

Section 23. Piece Work:
Both parties agree that there shall be no piece work permitted on any type of work, or by any parties, covered by this Agreement, either inside or outside the shop.

Section 24. Coffee Break:
The Union recognizes there shall be no organized coffee breaks.
Section 25. Drug & Alcohol Policy:
It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work. The employer may require a blood alcohol content test or a urine drug test on any employee who has been involved in an accident on the job or when the employer has a reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug or alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the employer who uses or acts upon it and such employer shall hold the Union harmless from any liability that results there from and from the cost of any litigation involving the use of such tests or any acts by the employer as a consequence of such tests.

ARTICLE VIII
TRAVEL EXPENSES AND REGULATIONS

Section 1. Out-of-Town Expenses:
When an employee is sent out of town as to make it impractical for the employee to return home at night, he shall be paid actual room expense per day for single, with room expense receipted, and $35.00 per day for meals, $9.00 for breakfast, $11.00 for lunch, and $15.00 for dinner. The Employer shall pay for round trip mileage (if employee uses his own vehicle) at the current IRS rate. Expense money shall be advanced when requested. A meal allowance of $15.00 for dinner shall be paid when the glazier is out of the 15 mile radius jurisdiction after 7:00 p.m. but not overnight.

Section 2. In-Jurisdiction Mileage:
When an employee reports to the home shop and is sent to a job in his own vehicle, mileage shall be paid from the shop direct to the job at the current IRS rate, the same rates apply for mileage in the glaziers own vehicle directly between jobs, or when the employee is required to report directly to the jobsite outside a fifteen (15) mile radius from Broadway and Douglas, Wichita, Kansas, as indicated on the Hermes Brothers Official Map of the Metropolitan Wichita area. There shall be a limit of three (3) persons to any one car, and three ($0.03) cents additional per mile shall be paid for each passenger. When an employee is sent out of town to work where they are required to stay overnight, the Employer shall pay for or furnish transportation to and from the job. All mileage paid will be at the current IRS rate.

Section 3. Travel Time Hourly Rate (Employee Vehicle):
The rate of pay for travel time shall be two-thirds (2/3) of the employees regular hourly rate, computed on a time and one-half basis. This rate of pay shall apply as indicated in the following: The fifteen (15) mile radius used in determining mileage as described in Section 2 will apply to all riding time before and after regular hours and including riding time on Saturdays, Sundays, or Holidays on all work outside the aforementioned fifteen (15) mile radius. Travel time is to be paid on jobs located outside the fifteen (15) mile radius, except when sleeping accommodations are furnished. Riding time shall not be computed as time worked. The Employer agrees to pay for chauffeurs license and all time in obtaining same.
Section 4. Travel Time Hourly Rate (Company Vehicle):
The rate of pay for travel time before and after regular working hours, Monday through Friday, shall be two-thirds (2/3) of the employees regular hourly rate, computed on a time and one-half basis, in accordance with Federal statutes as administrated by the Wage and Hour Division of the Department of Labor. All other riding time shall be computed at the overtime rate of pay as outlined in the contract. All riding time on Saturdays, Sundays, and Holidays shall be computed in accordance with the overtime clause. Two (2) employees shall be sent on all out of town jobs that require two (2) men for installation, when delivered by the glazing truck, except when sent into other territory. When Employees are sent out of the city, their transportation, expenses and riding time shall be paid by the Employer at the pay rate described above. The Employer will pay for physical examinations that are required by law to operate a vehicle. The employee will take the physical on his own time at a doctor or clinic of the Employers choice.

Subsection A.
If the job is outside of a 100 mile radius from Hopper’s Glass shop, riding time or mileage shall only be paid at the beginning and end of job, if staying out of town. The Employer agrees to furnish Employer truck and gas on the weekend, but employee must make employer aware. If employee chooses to stay out of town, room and proper per diem will be paid according to this Collective Bargaining Agreement.

Section 5. Parking:
The Employer shall pay parking fees in the downtown area.

ARTICLE IX
APPRENTICESHIP AND JOURNEYPERSON TRAINING

STANDARDS: The Standards of Apprenticeship are jointly developed by the International Union of Painters and Allied Trades District Council 3, the District Council 3 Painters and Allied Trades Training Fund, the Builders’ Association and in cooperation with the United States Department of Labor, Office of Apprenticeship. These Standards of Apprenticeship are hereby made part of this Agreement as though written herein.
WICHITA, KANSAS AREA

1ST 6 Months 80 hours of (RI) and 800 hours of (OJL). 60% of Journeyperson rate
2ND 6 Months 80 hours of (RI) and 800 hours of (OJL). 65% of Journeyperson rate
3RD 6 Months 80 hours of (RI) and 800 hours of (OJL). 70% of Journeyperson rate
4TH 6 Months 80 hours of (RI) and 800 hours of (OJL). 75% of Journeyperson rate
5TH 6 Months 80 hours of (RI) and 800 hours of (OJL). 80% of Journeyperson rate
6TH 6 Months 80 hours of (RI) and 800 hours of (OJL). 85% of Journeyperson rate
7TH 6 Months 80 hours of (RI) and 800 hours of (OJL). 90% of Journeyperson rate
8TH 6 Months 80 hours of (RI) and 800 hours of (OJL). 95% of Journeyperson rate

At completion of the above 100% Journeyperson rate

ARTICLE X
SUCCESSOR CLAUSE

Before the Employer sells, leases, transfers to, or assigns the business covered hereby to any purchaser, transferee or assignee, such person must be advised by the Employer of the existence of this Collective Bargaining Agreement, and the Employer agrees to do so. The Employer further agrees that there shall be no sale, transfer, or assignment of the business unless the purchaser, transferee or assignee agrees to accept, abide by and be bound by all the terms and provisions of this contract. The Employer further agrees that there shall be no sale, transfer or assignment of this business unless the purchaser, transferee or assignee agrees to keep in its employ the employees covered hereby, subject to the provisions of this contract. When the purchaser, transferee or assignee accepts the contract and agrees to be bound by the terms thereof and signs a statement accordingly or countersigns the contract, the seller shall be relieved of all the obligations he may have assumed under the terms of the contract.

ARTICLE XI
SAVINGS CLAUSE

If any term or provision of this Agreement is at any time during the life of this Agreement, in conflict with any applicable federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter, such term or provision, as originally embodied in this Agreement, is found to be legal; it shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable such invalidity or unenforceability shall not affect or impair another term or provision of this Agreement.
ARTICLE XII
UNION REPRESENTATIVES

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

Section 2. Payroll Inspection:
The Business Representative of the Union shall have the right to examine the Employer's payroll records at any time, and only records necessary to determine the accuracy of the payroll pertaining to the employees covered under this contract, after first notifying the acting Employer manager. An Employer's payroll stub shall show the employees gross wages, net wages, federal and state withholdings, overtime pay, lead pay, and dues deduction. If the employee works outside the territorial jurisdiction of this Agreement under a different rate of pay, the rate shall be shown.

ARTICLE XIII
DISPUTE SETLEMENT AND ARBITRATION

Section 1. Work Stoppages:
There shall be no stoppage of work for any reason except as provided for in Article VI, Section 14. Any differences that may occur between an Employer or Employers and the Union shall be handled in accordance with the following procedure.

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

Section 3. Grievances:
If the matter cannot be adjusted at the job level it shall be referred by either party to a Representative of the Union and a Representative of the Employer. Any agreement reached in this second step will be final and binding on all parties. If, however, the Representatives of the Union and the Employer cannot settle the matter satisfactorily, it may be referred by either party to the third-step Arbitration Board consisting of three members appointed by the Employer and three members appointed by the Union. The Employer and the Union may mutually agree to waive any step or steps of this grievance procedure.

Section 4. Steps to Arbitration:
If the six (6) members of the third-step Arbitration Board cannot settle the matter within ten (10) days, they will choose a neutral third party who shall act as arbiter. The decision of the arbiter shall be final and binding upon both parties and must be in writing. If the six member Arbitration Board cannot agree on an arbiter, either the Employer or the Union may request a list of five potential arbiters from the Federal Mediation and Conciliation Service. After each side has struck two names, the remaining name on the list will become the arbiter and the arbiters decision will be final and binding and must be in writing.
Section 5. Arbitration:
A. All expenses of the arbitrator shall be paid equally by the Employer involved in the arbitration and the Union, but each party shall bear its own cost of representation, advocacy, or witnesses. If either party should require a court reporter and transcript, the party making that request shall pay for same. Should the arbitrator require a court reporter and transcript, both parties shall pay the cost equally.

B. The arbitrator shall have no authority to amend, add to or subtract from, modify, or in any manner nullify or make inoperative the terms or provisions of this Agreement, except where specifically authorized to do so by this Agreement.

C. The decision of the arbitrator shall be final and binding upon both parties.

ARTICLE XIV
DURATION OF AGREEMENT

THIS AGREEMENT shall continue in force and effect from July 1, 2020 thru June 30, 2022 and shall continue in force and effect from year to year thereafter, unless either party shall desire to change any of the terms herein, in which case a written notice of the desired change must be served the other party at least sixty (60) days prior to the anniversary date thereafter.

FOR THE EMPLOYER

[Signature]
SIGNED

[Title]

FOR THE UNION

[Signature]
SIGNED

[Title]

ADDRESS

ADDRESS

DATE

DATE
APPENDIX A - RACK SCHEDULE

Heavy Plate 3/8” and over and Insulating Glass:

102 united inches including 130 2 - 6 men
130 united inches including 160 3 - 7 men
160 united inches including 176 4 - 8 men
176 united inches including 210 5 men
210 united inches including 235
235 united inches including 252
252 united inches including 272

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

¼: Rack Schedule:
120” thru 160” 2 men
160” thru 176”
   if glass over head height does not exceed 38” 2 men
   if glass overhead height does exceed 38” 3 men
176” thru 190”
   if bulkhead height does not exceed 42” 3 men
   if bulkhead height does exceed 42” 4 men
190” thru 210”
   if bulkhead height does not exceed 28” or
   if glass over head height does not exceed 72” 3 men
   if bulkhead height does exceed 28” or
   if glass over head height does exceed 72” 4 men
210” thru 235”
   if bulkhead height does not exceed 28” 4 men
   if bulkhead height does exceed 28” 5 men
235” thru 252” 5 men
252” thru 270” 6 men

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

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

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

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

Bulkhead height is determined at the highest bulkhead point.

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

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