ARTICLES OF AGREEMENT
ST. JOSEPH, MO

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

PREAMBLE

This agreement between Missouri Glass
Located at 1832 Frederick Ave, St. Joseph, Mo.

herein called the Company (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 extent of the parties' commitments to one another on all matters relating to wages, hours and working conditions. The Employer recognizes the Union as the exclusive bargaining representative of the employees covered by this Agreement. This voluntary recognition is granted pursuant to sub-section 9 (a) of the National Labor Relations Act, following the Union's having shown [or offered to show] proof of its majority support among the represented employees.

ARTICLE II
UNION TERRITORIAL JURISDICTION

It is agreed between the parties hereto that this Agreement has full force and effect in the territorial jurisdiction of the Union and said territorial jurisdiction is herein defined to include the following named counties in Missouri: Atchison, Nodaway, Worth, Gentry, Harrison, Mercer, Putnam, Schuyler, Adair, Sullivan, Macon, Linn, Livingston, Grundy, Daviess, DeKalb, Andrew, Holt, Buchanan, Clinton, Caldwell, and eastern half of Atchison, and all of Doniphan in Kansas.

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 re-glazing; 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. Fabrication shall be defined as cutting, fitting and assembly of all components.

PRE – APPRENTICE GLAZIER

Whereas both parties recognize the needs for workers in the construction industry, it shall be agreed that a glaziers pre-apprenticeship program will be utilized. Glazier pre-apprentices shall be allowed to perform work in any and all classifications of this contract for no more than 3 months (90) days. The period will start the date of hire. At the end of this period, Employer must accept employee into apprenticeship program or terminate employee.

In order for a pre apprentice to be utilized, the Employer must have at least 1 apprentice, and must at all times, utilize a 2:1 ratio. (2 Journeypersons:1 Pre Apprentice)
PRE-GLAZED WINDOWS

The Pre-glazed window rate is to be used exclusively on new installation of windows manufactured by a pre-fabricated window Company. These windows will be constructed by the manufacturer using traditional and generally accepted manufacturing methods. Examples of applications are: schools, hotels, apartments, etc. This application is not to be used on aluminum store fronts, curtain wall, entrances, flush glaze systems metal systems exceeding 8" sill/jamb/header width (inside to outside) or any framing system traditionally installed by the Glazier. Glazing contractors may either bench-glaze said windows in their shop or at the jobsite at the pre-glazed rate. Any glazing done on factory-fabricated windows already installed in the opening will be done at the regular Glaziers rate. Glaziers used on any of said work will be hired from the most current Glaziers out of work list whenever possible. This rate of pay may also be used on installation of window blinds and window coverings.

INTER-CRAFT AGREEMENTS

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

Section 2. Union Dues:
The continued employment by the Company in said unit of persons who are already or that may become members of the Union shall be conditional upon those persons continuing their tenders of the periodic dues of the Union. Further, the failure of any person to pay the periodic dues of the Union shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

Section 3. Non-Discrimination:
The Employer and the Union agree that there shall be no discrimination against employees because of race, color, creed, sex, age, or national origin.
Section 4. Management Rights:
The Company 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 Company is reserved by the Company and shall be vested exclusively in the Company, and the Company 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:
To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

All charges of violations of above part of this Section shall be considered as 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 the Article, the Arbitrator shall be able, at the request of the Union, to require an Employer the pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of violations and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

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 violations, or defend an action that seeks to vacate such award, the Employer shall pay any accountants and/or attorney’s fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

ARTICLE V
WAGES

Section 1. Hourly Contribution Rates:
Each employer agrees to pay the amount of wages and individual savings 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 for each hour worked but shall not multiply for overtime.
Section 2. Pre-Bid Conference:
The Union and signatory Glazing Contractor, 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 RATES EFFECTIVE 11-1-2019

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Health &amp; Welfare</th>
<th>LU 558 Pension</th>
<th>Ind. Savings</th>
<th>IUPAT Pension</th>
<th>JATC Appr.</th>
<th>IUPAT FTI</th>
<th>IUPAT LMCI</th>
<th>TOTAL PACKAGE</th>
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Regular Administrative Dues: Regular Administrative Dues check-off are to be deducted from gross wages (Including Ind. Savings) at the rate of 3.5%, including overtime and Lead pay.

Wage Rate Increase:
• Effective November 1, 2020, $1.00 will be added to the Glazier total package. It will be distributed at the discretion of the Union.

PRE APPRENTICE RATE EFFECTIVE 11-1-2019

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Health &amp; Welfare</th>
<th>LU558 Pension</th>
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Total Package: 18.10

Regular Administrative Dues: Regular Administrative Dues Check-off are to be deducted from gross wages at the rate of 3.5%, including overtime

PRE-GLAZED WINDOWS

The hourly rate for Pre-Glazed windows will be 85% of the Glaziers rate of pay. All of the fringe package will be equal to that of the Glaziers rate. All increases to the Glaziers rate of pay will be reflected in the Pre-Glazed wage rate.

RATE EFFECTIVE 11-1-2019

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Health &amp; Welfare</th>
<th>LU 558 Pension</th>
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Regular Administrative Dues: Regular Administrative Dues Check-off are to be deducted from gross wages (Including Ind. Savings) at the rate of 3.5%, including overtime and Lead pay.
ARTICLE VI
FRINGE BENEFITS, INDIVIDUAL SAVING ACCOUNT, I.U.P.A.T. LABOR-MANAGEMENT COOPERATION FUND, APPRENTICESHIP 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 (Local Pension)
- International Union of Painters & Allied Trades Union and Industry National Pension Fund (IUPAT Pension Fund)
- District Council #3 Painters & Allied Trades Health & Welfare Trust Fund (Health & Welfare Fund)
- International Union of Painters & Allied Trades Finishing Trades Institute (IUPAT FTI)
- I.U.P.A.T. Labor Management Cooperation Initiative (IUPAT LMCI)
- District Council 3 Training Fund (JATC FUND)

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 per hour rate, (per work classification), specified hereinafter effective (11-9-17), for all bargaining unit work performed by all employees in the geographic area covered by this Agreement. Effective (11-1-2018) respectively, the Union may at its option, divert all or any part of the base wages to one or more of the established Trust Funds or Individual Savings accounts referred to in Article VI. Each Employer agrees to comply with such decision.

Section 4. Individual Savings Account:
Each Employer shall pay at the applicable rate, (per work classification), including time and one-half, and double-time, into Individual Savings accounts as established by District Council #3, and its membership and maintained under terms and conditions arranged between District Council #3, and its membership and the custodial institution. The Employer will note the amounts so remitted on the Fringe Benefit remittance reports, and make such remittances, along with all other remittances required under Article VI to the bank serving as the depository for the Fringe Benefits Funds in accordance with the schedule for remittance of Fringe Benefits Fund contribution.
Section 5. 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, and Glazier at the Pre-Glazed Rates: Three percent and a half (3.5%), of applicable hourly wage 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 4. Trust Agreements and Trustee Action:
Each Employer hereby expressly agrees to be bound by each and all of the terms and provisions of the Trust Agreements establishing the LU 558 Pension Fund, IUPAT Pension Fund, DC 3 Health & Welfare Fund, IUPAT FTI Fund, IUPAT LMCI fund, JATC Fund and the Individual Savings Account. Each Employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreements here to made or hereafter made during the terms of the current and subsequent labor agreements as long as such labor agreements provide for contributions to said funds and hereby ratifies and accepts the Trustees so appointed as if made by each Employer.

Section 5. 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 6. District Council #3 Painters & Allied Trades Health & Welfare Fund:
The Employer is bound by and to the Agreement and Declaration of Trust, effective August 1, 2008, establishing the District Council #3 Painters & Allied Trades Health & Welfare Trust Fund, and shall make all contributions by provisions contained in this Agreement at the applicable rate of pay.

Section 7. JATC:
The Employer is bound by and to the Agreement and Declaration of Trust, establishing the District Council 3 Training Fund, and shall make all contributions by provisions contained in this Agreement at the applicable rate of pay.
Section 8. I.U.P.A.T. Union and Industry Pension Fund:
Subsection A:
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:

1. For each hour or portion thereof for which an employee works, the Employer shall make a contribution at the applicable rate to the above named Pension Fund; at the applicable rate to be allocated to the IUPAT Union and Industry Pension Plan and $0.00 to be allocated to the IUPAT Union and Industry Annuity Plan.

2. 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.

3. 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 and Journeyperson.

A. 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.

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.

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

D. If an Employer fails to make contributions to the Pension Fund within fifteen (15) 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.

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.

F. The IUPAT 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 Five dollars and Thirty Seven cents ($5.37) by December 31, 2021.

Section 9. IUPAT Finishing Trades Institute:
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 Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) is as follows:

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

4. The payments to the Apprenticeship Fund required above shall be made to the “International Union of Painters and Allied 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 he 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 Employer Trustees or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

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

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

A. 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 10. IUPAT - LMP:

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 International Union of Painters and Allied Trades Finishing Industries Labor Management Partnership (IUPAT LMP) for each employee covered by this Agreement as follows:

For each hour or portion thereof, for which an employee works, 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 and Journeyperson.

The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.
The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees who as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. All contributions shall be made in such time and in such manner as the Trustees require consistent with the payment schedule for Local Fringes, and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

If an Employer fails to make contributions to the fund within fifteen (15) 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 - LMP in such a manner to enable the Employer at all times to treat contributions to IUPAT - LMP as a deduction for income tax purposes.

Section 11. 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 post marked 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 12. Compliance Audit:
Each Employer shall, upon request of the designated Representative of the Trustees of the aforementioned funds, furnish and produce for audit, inspection and copying, such information and records as the Trustees require in the performance of their duties to such funds. The Trustees or their designated Representatives shall have the right at all reasonable times during business hours to enter upon the premises of each Employer and to examine, inspect and copy such of the books, records, papers and reports of each Employer as are necessary for the Trustees of said funds to determine if each Employer is fully and accurately complying with its obligations to make the Fringe Benefit contribution payments required by this Agreement.

Section 13. Late Contributions:
A. Each Employer agrees to be bound by all resolutions or formal actions of the Trustees of the aforementioned funds regarding the collection of contributions and acknowledges that said Trustees have broad powers to ensure the timely payment of contributions. Each Employer hereby agrees that if the payment of Fringe Benefit Contributions as required herein is made more than fifteen (15) days after the due date for said contributions as set forth in Section 11 above, then in that event each Employer agrees to pay the following amounts in addition to the contributions due and owing:

B. 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 1/2%) percent on each delinquent monthly contribution up to a maximum of eighteen (18%) percent of each delinquent monthly contribution due.
C. **Interest**: Interest on the unpaid contributions computed at the rate subscribed in Section 6621 (or any section replacing same) of the Internal Revenue Code.

D. **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 attorney's fee.

E. **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 14. 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 15. 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 main office, 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 XII.

**Section 16. Additional Premiums**:  
If any additional money is needed for any of the funds, it may be taken from the wage package with proper notice to the Employer.

**Section 17. Wage and Fringe Surety Bond**:  
Each newly signatory or habitually delinquent Employer employing employees under this Agreement and making contributions under this Agreement to the Fringe Benefit programs contained within this Agreement shall be required to secure and maintain with District Council #3 of the I.U.P.A.T. a wage and fringe benefit surety bond subject to the amount required by this Article. Said surety bond shall be used as a guaranty of payment of wages, individual savings amounts, and fringe benefit contributions called for in this Collective Bargaining Agreement.
For definition, a newly signatory Employer shall be defined as an Employer bound to this agreement for less than one (1) year, effective October 1, 1999. A habitually delinquent Employer will be defined as having been more than thirty (30) days late in remitting individual savings and fringe benefit Monies, or having any company check for wages or fringes returned for insufficient funds twice in a twelve (12) month period. Delays in remitting and/or crediting fringe and individual savings account monies due to bank or administrative or postal processing delays shall not be included in the thirty (30) day late period. This Article will not apply to contractors signed to an International Agreement with the International Union of Painters and Allied Trades and maintaining a similar bond with the I.U.P.A.T.

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

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

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

ARTICLE VII
WORKING HOURS AND RULES

Section 1. Working Hours:

A. (1) Regular Hours: The regular work week shall consist of five (5) eight (8) hour days, between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except when the work week is scheduled as a 4 - 10’s week or as a week with start time advanced or delayed as described below. No glazier shall be permitted to work under conditions involving the borrowing or interchanging of men from one Company by or between another except by permission of the Business Representative.

1. The starting time may be advanced or delayed by one hour on either side of 8:00 a.m. The advanced or delayed starting time must run for a period of areas of five (5) days.

2. The Employer may establish a work week consisting of four (4) days, during the regular work week, Monday thru Thursday, each day consisting of ten hours at straight time. The 4 -10’s must run for a period of at least four days. The Employer shall notify the Union before beginning a 4 - 10’s schedule.

A. 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.

B. 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. All days in a three (3) day weekend, except the Saturday after thanksgiving, will be considered holidays for the purpose of computing pay.

C. Vacations: The employees will give notice of when they wish to take a scheduled vacation.
Section 2. Overtime:
Time and half (1 1/2) time the regular applicable hourly rates and Individual Savings shall be paid for 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), first eight (8) hours of a Saturday and the Friday and Saturday after Thanksgiving.

Double-time (2) the regular applicable hourly rate and Individual Savings shall be paid for any of the following: Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, anything in excess of eight (8) hours on a Saturday and Saturday on a three (3) 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.

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 3:00 p.m. of said established pay day, unless the employee is returning to the shop in a Company vehicle. When an employee's employment is terminated by the Company, he shall be paid in full by quitting time on the day on which he is terminated. In the event that this is not possible, the Company shall have a twenty-four (24) hour grace period in which to make pay available to the employee. The employee shall be paid waiting time, at the applicable rate, if he has to wait for his check and overtime shall be paid after 4:30 p.m., further he shall be paid mileage and driving time if he is required to drive to the shop for his check.

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

Section 4. Show-Up Time:
A. Regular Work Day: An employee called to work shall receive not less than four (4) hours pay. Glaziers will be notified by quitting time, or not later than 6:00 p.m. of the previous day in the event of a lay-off. If glaziers cannot be contacted, the Business Representative. Failure to notify glazier will entitle glazier to four (4) hours show-up time. It shall be the glaziers' responsibility to have his current address and current telephone number on file with the Company. No pay will be given when work is not available due to conditions beyond the Companies control such as an Act of God, fire, flood, explosion, labor disputes, or inclement weather.

B. Emergency Work: On Saturdays when employees are called to work, they must receive not less than two (2) hours pay at the appropriate overtime rate. On Sundays when employees are called to work, they must receive not less than two (2) hours of the appropriate overtime rate. On any work other than emergency replacement work, employees shall receive not less than four (4) 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 and Saturday of a three (3) day weekend shall receive not less than four (4) hours pay at double time rate.
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, of these two (2) hours, one (1) hour shall constitute full pay for traveling time spent. There shall be no call back after midnight.

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

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

**Section 7. Sub-Contracting:**
The Company agrees that in the event any work is subcontracted to be done within the geographical jurisdiction of the Union and said work is of the type and nature as outlined in 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 a Company whose wages, hours and conditions of employment are at least equal to those wages, hours and conditions of employment established under Local Agreements with this Union or a Union affiliated with the International Union of Painters and allied Trades. In the event an Employer sub-contracts any work as provided herein, there shall be contained in his contract with the sub-contractor 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 appropriate 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 appropriate Union. No individual who is not under the jurisdiction of the International 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 Company 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 Company shall be without a Shop Steward. The Union shall advise the Company the name of the Shop Steward in writing.
The Steward shall not be discriminated against or laid off without approval of the Business Representative. Any grievance 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 the Employer, who is a member of the Union, may wish to perform work themselves, they shall be able to do so. Every member/owner of a company shall meet the criteria of ERISA and Taft-Hartley laws, as well as the terms and conditions of this Collective Bargaining Agreement and the summary plan descriptions of all the funds included in this Collective Bargaining Agreement when performing work. The Companies understand the limitation to this clause in the event the Union does not have any men available when requested. Any Company signatory to this Agreement must operate from a recognized established place of business, other than his home. All Companies employing one or more men hereby agree to voluntarily comply with the Missouri or Unemployment Compensation Act, and also shall carry workers compensation insurance for the protection of the men employed by them in a reliable Company authorized to write policies in the states of Missouri 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. In order to assist the Contractor in minimizing cost and overhead expense, the employees will cooperate with the Employer by carrying small amounts of materials, e.g., two closer, door sweeps, caulk, door hardware packages, up to one box of rubber, four pieces of wrapped glass not to exceed 50 united inches, and four foot ladders in their personal vehicle if space in the truck outside the cab or in the trunk of the vehicle permits.

Section 14. Picket Lines:
Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by 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 Companies will permit the Union to post Union notices on its bulletin board or usually designated bulletin area.

Section 16: Truck Identification:
All Companies party to this Agreement shall identify all glazing trucks or glazing vehicles used in the glass and glazing trade by the name of the company permanently affixed to the truck or vehicle.
Section 17. Power Tools and Equipment:

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<tr>
<th>Glass Cutters</th>
<th>Tape Fillers</th>
<th>Glass Gloves</th>
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<tr>
<td>Taps</td>
<td>Extension Cords and Plugs</td>
<td>Files</td>
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<td>Masonry Bits</td>
<td>Laser Levels</td>
<td>Hacksaw Blades</td>
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<td>Straight Edges</td>
<td>China Marking Pencils</td>
<td>Mitre Box for Metal</td>
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<td>Suction Cups</td>
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<td>Mastic Scoop</td>
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<td>Electric Hammer</td>
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<tr>
<td>Countersinks</td>
<td>Caulking Gun</td>
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<tr>
<td>Welding Hoods</td>
<td>Welding gloves</td>
<td>Welding sleeves/leathers</td>
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The Company agrees to furnish the above tools, all power tools, special equipment, and similar type expendable items as listed above where use is required by the Company. Employees shall endeavor at all times to protect and take care of Company equipment regarding damage and theft. No employee shall be permitted to use any of 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 issue of tools, equipment and supplies may be documented.

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

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

Section 20. Jurisdiction:
The contractor or the Employer party to this agreement, when engaged in glazing work outside the geographical jurisdiction of this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area, any others shall be employed only from the contractors home area.

The Employer party hereto shall, when engaged in glazing work outside the geographic jurisdiction of this Agreement, comply with all of the lawful clauses of the Glazier Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Union(s) in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees, and Fringe Benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in that Local Agreement and through the courts.

Jurisdiction: A contractor or Employer from outside the territorial jurisdiction of Article II, when engaged in work within that jurisdiction, shall employ not less than fifty (50%) percent of the employees on such work from the territorial jurisdiction if practical.
Section 21. 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 22. Dangerous and Toxic Materials:
When an employee shall be required to use any toxic or dangerous material that could possibly be injurious to one's health in any manner, the employee shall be given written material safety data sheets (MSDS's) containing notification of such a hazard. If substitute containers are used for toxic or hazardous substances, the new container shall be labeled or marked or tagged.

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, unless the employer provides accommodations that are agreeable to the union and the employee e.g., apartment, condominium, or residential housing, and $30.00 per day for meals, $8.00 for breakfast, $10.00 for lunch, and $12.00 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 $12.00 shall be paid when the glazier is out of the jurisdiction after 6:30 p.m. but not overnight.

Section 2. In-Jurisdiction Mileage:
When a glazier 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 glazier’s own vehicle directly between jobs, or when the employee is required to report directly to the jobsite outside a thirty (30) mile radius from the Employers shop as indicated on the Hernes Brothers Official Map of that Metropolitan 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 Company 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 thirty (30) 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) Glazers 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 glazing territory. When Glazers are sent out of the city, their transportation, expenses and riding time shall be paid by the Company at the pay rate described above. The Company will pay for physical examinations that are required by law to operate a Company vehicle. The employee will take the physical on his own time at a doctor or clinic of the Employers choice.

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

ARTICLE IX
APPRENTICESHIP AND JOURNEYPERSON TRAINING

Section 1.
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.

1ST 6 Months to include (90 day probationary),
     80 hours of (RI) and 800 hours of (OJL).  50% of Journeyperson

2ND 6 Months 80 hours of (RI) and 800 hours of (OJL).  55% of Journeyperson

3RD 6 Months 80 hours of (RI) and 800 hours of (OJL).  60% of Journeyperson

4TH 6 Months 80 hours of (RI) and 800 hours of (OJL).  70% of Journeyperson

5TH 6 Months 80 hours of (RI) and 800 hours of (OJL).  80% of Journeyperson

6TH 6 Months 80 hours of (RI) and 800 hours of (OJL).  85% of Journeyperson

7TH 6 Months 80 hours of (RI) and 800 hours of (OJL).  90% of Journeyperson

8TH 6 Months 80 hours of (RI) and 800 hours of (OJL).  95% of Journeyperson

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 Company’s payroll records at any time, and only records necessary to determine the accuracy of the payroll pertaining to the employees covered under this contract, after first notifying the acting Company manager.

A Company’s payroll stub shall show the employees gross wages, net wages, federal and state withholdings, overtime pay, lead pay, individual savings withholdings, 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 SETTLEMENT 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 thirty (30) 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 reduced to writing and 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.

Section 4. Steps to Arbitration:
If the representatives of the Union and the Employer cannot settle the matter within ten (10) days, they will choose a neutral third party who shall act as arbiter. In the event the representatives cannot agree on an arbiter; either the 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.

Section 5. Arbitration:
A. All expenses of the arbitrator and the court reporter shall be paid by the losing party, but each party shall bear its own cost of representation, advocacy, or witness. Company involved in the arbitration and the Union, but each party shall bear its own cost of representation, advocacy, or witnesses.
B. The arbitrator shall have no authority to amend, add to or subtract from, modify, or in any manner nullify or make inoperative the terms or provisions of this Agreement.
C. The decision of the arbitrator must be in writing and shall be final and binding upon both parties.
ARTICLE XIV
DURATION OF AGREEMENT

THIS AGREEMENT shall continue in force and effect from November 1, 2019, until midnight, October 31, 2020, 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]
President
TITLE

ADDRESS

11-1-19
DATE

FOR THE UNION

[Signature]
RMST
TITLE

ADDRESS

11-1-19
DATE
APPENDIX A - RACK SCHEDULE

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

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

It is agreed that patio doors (residential) using insulated glass, the number of men shall be as follows:

34" X 76"  1 man
46" X 76"  2 men

¼: Rack Schedule:

160" thru 176"
If glass overhead 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 overhead height does not exceed 72"
   3 men
If bulkhead height does exceed 28" or
If glass overhead 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 overhead height is determined by using the average height of a man at 68" as the constant factor.

The amount of glass overhead 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.