

This Agreement is provided by:

The Construction Advancement Program
of Eastern Ohio
and Western Pennsylvania

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**COLLECTIVE
BARGAINING AGREEMENT**

Between

ARCHITECTURAL METAL &
GLASS WORKERS
THE INTERNATIONAL BROTHERHOOD
OF
PAINTERS AND ALLIED TRADES
A.F.L.-C.I.O.
GLAZIERS LOCAL UNION NO. 847
YOUNGSTOWN, OHIO

and

GLAZING CONTRACTORS OF
YOUNGSTOWN, OHIO AND VICINITY

June 1, 2024 to May 31, 2027



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**INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL #6 OF NORTHERN OHIO
AND
SIGNATORY CONTRACTORS
OF DISTRICT COUNCIL #6**

This Working Agreement along with all Appendices is made and entered into by and between the International Union of Painters and Allied Trades, AFL-CIO, District Council No. 6 (hereinafter referred to as the "Union") on behalf of its itself and each of the various signatory contractors involved in the Glazing Industry who are bound to this Agreement shall hereinafter collectively referred uniform conditions of employment between the parties hereto, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of Glass and Glazing Industries and generally to encourage a spirit of helpful cooperation between the Contractor and the Union to their mutual advantage and the protection of the investing public; and ensure to as the "Employer".

WHEREAS, the purposes of this Agreement are to establish harmonious relations and fair and equal employment opportunity regardless of race, creed, age, sex, or national origin.

**ARTICLE I
RECOGNITION AND COVERAGE
OF AGREEMENT**

SECTION 1.01 -Standing of Union and Union Members

- A. The Employer recognizes the Union as the exclusive bargaining agent for all Employees now or hereafter employed by the Employer to perform the work set forth in Section 1.03 below.
- B. It is a condition of employment that all Employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the eighth day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution date, shall on the eighth day following the beginning of such employment, become and remain members in good standing in the Union.
- C. It is agreed and understood that the provision in the paragraph above is satisfied by a showing of total employment for a period of seven (7) days by any member represented by the Employer, or any separate signatory to this Agreement, or any number of such members represented by the Employer Association or signatory, or both either singly or in the aggregate.

SECTION 1.02 - Hiring of Non Union Employees

It is agreed and understood that the Employer shall notify the Union, in writing, within forty eight (48) hours of the name of any new Employee hired who is not a member of the Union.

SECTION 1.03 - Coverage

- A. The provisions of this Agreement shall be binding upon each and every Employer signatory hereto engaged in the Glass and Glazing Industry. This Agreement shall apply to all work, tools, equipment, and materials needed in conjunction within the jurisdiction of District Council #6.
 - (a) The provisions of this Agreement shall be binding upon each and every Member represented by the contracting parties and shall cover all general glazing including the setting, cutting, preparing, handling or removal of the following: Art Glass, Prism Glass, Beveled Glass, Leaded Glass, Automobile Glass, Protection Glass, Plate Glass, Window Glass, mirrors of all types, Wire Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass and all other types of Opaque Glass, Glass Chalk Boards, Structural Glass, Tempered and Laminated Glass and all other types of insulating glass units, all plastics or similar materials when used in place of glass, to be set or glazed in its final resting place with or without putty, Thiokol neoprene molding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, show cases, book cases,

sideboards, partitions and fixtures. The installation of the above materials when on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration or construction. The installation of all extruded, rolled or fabricated metals or any materials that replace the same, metal tubes, mullions, metal facing materials, muntins, facia, trim moldings. The manufacture and install of porcelain panels, architectural panels, composite panels, plastic panels, skylights, showcase doors and relative materials including those in any or all types of building related store front and window construction, Door and window frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, storm sash where the glass becomes an integral part of the finished product, including the installation of the above. Bevelers, Silverers, Scratch Polishers, Sandblasters, Flat Glass Wheel Cutting, Mitre Cutters, Engravers, Hole Drilling, Machine Operators, Belt Machines and all machines used in the processing of glass. Automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing, and fabrication and assembling of all insulation units, mounting of mirrors and the operations of all machines and equipment for these operations. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass. Engraving, drafting, etching,

embossing, designing, sandblasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers, and glaziers in lead and other glass metals. The fabrication and distribution of all glass and glass-related products; and any and all, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

SECTION 1.04 - Terms

A. The term Employer shall be construed to include all Employers signatory to this agreement and their successors or assignees.

B. The term Employee shall be construed to include all persons hired by the Employer to perform bargaining unit work set forth in Section 1.03 above.

ARTICLE II COLLECTIVE BARGAINING UNIT

SECTION 2.01 - Membership in Bargaining Unit

The persons, firms, corporations, joint ventures, or other business entities bound by the terms of this Agreement are referred to in this Agreement as “Employer” or “Employers”.

SECTION 2.02 - Representatives

Employers covered by this Agreement shall be free to designate their own representatives for the purpose of collective bargaining and contract administration.

SECTION 2.03 – Preservation of Work

Section 1. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the employer performs 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.

Section 2. 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 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.

Section 3. If, after an Employer has violated this article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' 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 III RULES FOR EMPLOYERS

SECTION 3.01 - No Limitation of Efficiency

No limitation shall be placed on the amount of work which the Employee shall perform during the work day, and there shall be no restrictions against the use of machinery, tools, and labor-saving devices, nor against any material, raw or manufactured, unless an exception is agreed upon by the Joint Trade Board for the protection of the health of Employees. No prison-made materials shall be used.

SECTION 3.02 - No Limit on Production

The Employer and Employee, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do work.

SECTION 3.03 - Working with Tools

- A. There is no prohibition against any Employer or member of a firm, partnership, or corporation from working with the tools of the trade, if the Employer is employing three or more journeypersons and has at work with him, on the job, at least one journeyperson, and the Employer is a member of the Union.
- B. If an Employer or member of a firm, partnership, or corporation is not employing three or more journeyperson, only one member of the firm, partnership, or corporation is permitted to work at any branch of the trade. No changes shall be made in the designation of the working member during the lifetime of this Agreement.

SECTION 3.04 - Insurance and Taxes

Employers are to furnish evidence of continuous Workers' Compensation Insurance Coverage, of continuous Unemployment Compensation Insurance Coverage and of compliance with the Federal Social Security Act, and shall comply with the provisions of any applicable Collective Bargained Funds of D. C. No. 6 and/or its affiliated local unions.

SECTION 3.05 - Non-Union Workers

It is agreed that if individual Employees refuse to work with workers who refuse to join the Union or affiliated organization after eight (8) days of employment as set forth in this contract, it shall not be a breach of this Agreement. Employees covered by this Agreement shall have the right to respect any primary picket line established by any bona fide labor organization.

SECTION 3.06 - Right to Select Employees

The Employer shall at all times, have the right to select his employees and to discharge, with just cause, any unsatisfactory employees.

SECTION 3.07 - Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union nor shall there be any discrimination against any employee because of Union membership or activities including mandatory organizing duties implemented by the Business Manager/ Secretary Treasurer of District Council 6.

SECTION 3.08 - Discipline

Nothing contained in the Agreement shall interfere with the right of the Union to discipline its own member in any way not in conflict with the meaning of this Agreement.

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is

resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Trade Board and/or arbitrator shall be final and binding.

- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board (or, alternatively, if there is no Joint Trade Board, “composes of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association” may, upon written request of the applicant, vacate or reduce the period of suspension should the committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

SECTION 3.09 - Deductions From Pay

- A. The Employer shall furnish receipts, or check stubs, to all employees for all deductions from pay making wage payments. Receipts or check stubs shall be prepared in such form or manner as to permit preservation or filing by employees. This receipt or check stub, shall show the number of regular and overtime, or premium hours worked by the employees.
- B. Each Employer bound to this agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this agreement, administrative dues in the amount specified in the Unions by-laws, and to

remit said amount to the Union in the following manner.

- C. Upon signing of this agreement, the Union will notify the Employer in writing the amount of Administrative Work Dues specified in the Unions bylaws, and upon request will submit to the Employer a copy of the by-laws on the applicable by-law provision.
- D. For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the gross wage earned during said payroll period. The accumulated amount shall be forwarded to District Council 6 in the manner described in the agreement. When a signatory Employer performs a job within the jurisdiction of District council affiliated with the Union of Painters and Allied Trades, other than the District Council signatory hereto, and the by-laws of that other District Council contain a provision for Administrative Dues or Business Agent Assessment, the Employer shall check-off from the wages of employees covered by this agreement and employed on that job, Administrative Dues or Business Agent Assessments in the amount stated in that other District councils by-laws, and shall be remitted to that other District Council.
- E. In that event, that other District Council shall be acting as agent of the signatory District Council for the purpose of policing and administering this agreement. In performing the check-off, the

procedure specified above will be followed, except that it will be the responsibility of that other District Council to notify the Employer in writing of the amount of Administrative Dues or Business Agent Assessment specified in the bylaws, and to submit to the Employer a copy of the by-laws or the applicable bylaw Provision. When the Employer performs a job within the jurisdiction of a Union affiliated with the Union of Painters and Allied Trades, other than the Union signatory hereto, and the by-laws of that other Union contains no provisions for Administrative Dues or Business Agent Assessment the Employer shall continue to be bound by this section and forward Administrative Dues in the amount prescribed in the agreement.

- F. The Employer shall deduct all amounts and in such manner as described in the local jurisdictional Appendixes.

SECTION 3.10 - Selection of Foremen

Foreman shall be determined by the Employer exclusively. Foremen shall be selected by, and be answerable to, the Employer without interference from Employees. (If Applicable)

SECTION 3.11 - Cooperative Contracts Barred

- A. No member or members of either Employers and/or Employees shall be allowed to contract or perform work co-operatively in an effort to prevent fair competition herein set forth. Employers will not be allowed to establish piecework arrangements with their Employees.

SECTION 3.12 – Discrimination

There will be no discrimination against any Employee due to religion, race, sex, national origin, disability, handicap or age.

SECTION 3.13- Bond

Refer to addendum.

SECTION 3.14 - 50/50 Clause

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

SECTION 3.15 - Outside Geographical Jurisdiction

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union, party to the Agreement, comply with all the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local 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 benefit contributions on behalf of such employees shall be 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 its applicable collective Bargaining Agreement and then 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.

SECTION 3.16 - Travel Compensation

For the purpose of travel and compensation thereof, the geographical limits of the Union Area are set forth in Appendix.

SECTION 3.17 - Method and Time of Paying Wages

- A. Employees shall be paid once each week in currency or by check and shall receive their pay on the job not later than quitting time on payday. The District Council's representative shall have the right to inspect payroll records and time records pertaining to all employees covered under the terms of this Agreement.
- B. Wages will be paid weekly by check. All employees who are discharged or laid off will be paid in full immediately. Employees who quit may have to wait until the next regular payday to receive any monies due them. Contractors whose place of business is established within the territorial jurisdiction of the Agreement and have

a proven payment history shall be exempt from paying laid off employees immediately. Said employees shall be paid on the next regularly scheduled payday.

ARTICLE IV FRINGE BENEFIT FUNDS

SECTION 4.01 - Fringe Benefit Funds

- A. There is established within the framework of this Agreement, multiemployer Health and Welfare Plan(s) and Trust(s), to which all Employers shall make contributions to, as set forth in Appendix, in excess of the regular established wage for every hour worked, for all bargaining unit Employees. Such payments shall be used for the maintenance and operation of the Health and Welfare Plan(s).
- B. The payments shall be made by the Employer monthly, with the names of the Employees and their social security numbers, hours worked and amounts earned, on forms specifically provided for this purpose by the appropriate fringe Benefit office or payments shall be submitted on one check to "The Painters Industry Fund" 8257 Dow Circle, Cleveland, Ohio 44136.
- C. There is established within the framework of this Agreement, multiemployer defined benefit Pension Plan(s) and Trust Fund(s), to which all Employers shall make contributions to, as set forth in Appendix, in excess of the regular established wage rate for every hour worked.

- D. There is established within the framework of this Agreement, multiemployer defined contribution Plan(s) and Trust Fund(s), as set forth in Appendix, to which all Employers shall make contributions to in excess of the regular established wage rate for every hour worked.
- E. The payments shall be made by the Employer monthly with a breakdown of hours. The reports will include the names of the Employees and their social security numbers, hours worked and amounts earned, on forms specifically provided for this purpose by the appropriate fringe benefit office.
- F. The Employer agrees to be bound by the provisions of the agreements and declarations of trust and/or other governing instruments of all fringe benefit Trust Funds, and Apprentice and Training Programs and any other fringe benefit, industry and related funds or accounts established by the parties hereto (collectively the "Funds").
- G. The payments made to the funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository and/or fringe benefit office when due. In reporting periods, in which the Employer did not have any Employees working, he shall submit a reporting form marked "NO Employees WORKING". If the Employer has completed all work in the jurisdiction covered by this Agreement and will not have Employees

working in the jurisdiction thereafter, he shall note on the reporting form for his last reporting period "WORK COMPLETED - FINAL REPORT".

- H. The failure of an Employer to pay the contributions payroll deductions, delinquency assessments or other monies required hereunder, when due, shall be a violation of this Agreement as well as a violation of said Employer's obligations under the agreements and declarations of Trust. Nonpayment by an Employer of any contributions, payroll deductions, delinquency assessments or other monies when due, shall not relieve any other Employer of the obligation to make payment of same when due. In the event that an Employer submits a check for payment to the Funds and it is returned by his bank stamped "Insufficient Funds", said check must be replaced, and the Trustees may require that future payments must be made by certified check, cashier's check or money order.
- I. An Employer who is delinquent in making payments as herein required or who fails to send the reports on time, shall be assessed as liquidated damages, a delinquency assessment of ten percent (10%) of the total amount due plus one and one-half percent (1.5%) interest of the total due per calendar month thereafter.
- J. Whenever an Employer is delinquent, the Funds Administrative Manager or his designee shall,

within ten (10) days after becoming aware or otherwise being notified of the delinquency, notify the Surety Company which supplied the bond for that Employer of the fact of said delinquency and shall at the same time send a copy of such notice to the Association and Union.

- K. Whenever an Employer is delinquent, the Union may, upon seventy-two (72) hours written notice to the delinquent Employer, withdraw Employees from the employment of the Employer, until such amounts that are due and owing are paid without such withdrawal being considered a breach of any of the provisions of this Agreement or limiting the Union and/or the Trustees of the fringe benefit funds, to take additional action provided the Employer fails to show adequate proof that the delinquent amounts have been paid to the Funds.
- L. Each Employer agrees to permit an audit or examination of such books, record, papers or reports of the Employer as may be necessary in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid to the Funds. The audit or examination shall be performed by an auditor or agent designated by the representative of the Funds. If, as a result of said audit or examination, a substantial deficiency or more in payments to the Fund is discovered, the Funds may assess their costs in performing the audit or examination, to the Employer, and said cost shall be collectible as

any other amount due from the Employer to the Funds.

- M. The respective Trustees of the Funds, and their successors in office, shall be deemed to be the joint and several beneficiaries of this Agreement, for the purpose of enforcing the provisions of this section of the Agreement and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms hereof and of the respective agreements and declarations of trust and/or other governing instruments of the Funds and the payment by any Employer of all sums and contributions due to the Funds. A delinquent Employer shall also be liable for, and obligated to pay the delinquent assessments provided for herein, reasonable interest at the rate of one and one half percent (1.50%) per month, all court costs, attorney's fees and other expenses incurred in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner, which they deem proper, and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment hereof as they may deem appropriate.
- N. An Employer who does not have two consecutive years as a non-delinquent contributing Employer

shall be required to make all payments and reports referred to in this Agreement on a weekly rather than a monthly basis until said Employer shall establish a two consecutive year record as a non-delinquent contributing Employer. Any Employer who shall become thirty or more days delinquent in making fringe benefit payments required by this Agreement shall be required to make all payments and reports referred to in this Agreement on a weekly rather than monthly basis until said Employer shall have established a full one year record as a non-delinquent contributing Employer.

SECTION 4.02 - Payment of Contributions

The Union and Employer recognize and understand that the prompt and regular payment of contributions and amounts withheld from wages of Employees for all of the Fringe Benefit Funds provided for in this Agreement, are essential to the compliance with this Agreement in order to protect the Employees on whose behalf these contributions were negotiated, and the Employer who honors his contract. Therefore, to assist in the orderly administration of these Funds, the contracting parties hereto empower and authorize the Board of Trustees of the various Funds to take whatever action is deemed appropriate, to enforce payment of contributions and/or amounts withheld by any Employer for failure to comply with the contractual provisions covering contributions and payments to the aforementioned Funds.

The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT

Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FIT), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

ARTICLE V

SAFETY

Refer to Addendum.

ARTICLE VI

JOINT TRADE BOARD

Refer to Addendum.

ARTICLE VII

APPRENTICESHIP AND TRAINING

Refer to Addendum

ARTICLE VIII

PAINTERS AND ALLIED TRADES LABOR MANAGEMENT PARTNERSHIP

SECTION 8.1 Commencing with the first day June, 2000, and 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 Partnership ("Fund") for each employee covered by this agreement, as follows:

- A. For each hour or portion of an hour for which and employee receives pay, the Employer shall make a contribution of ten (\$.10) to the Fund.
- B. For the purpose of this article and wherever similar language is used in this agreement, 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.
- C. Contributions shall be paid on behalf of any employee starting with employee's first day of employment in a job classification covered by this agreement. This includes, but not limited to, apprentices, helpers, trainees and probationary employees.

SECTION 8.2

- A. The Employer and Union signatory to this agreement agree to a bound by and to the agreement and Declaration of Trust, as amended from time to time, establishing the fund.
- B. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

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

SECTION 8.3 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 the agreement and Declaration of Trust.

SECTION 8.4 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 provisions hereof to the contrary notwithstanding, the Employer shall be liable for all costs of collection of the payments due, together with the 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.

ARTICLE IX VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS

SECTION 9.1 Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions on or before the 20th of each month for the

previous work month to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128.

**AUTHORIZATION FORM FOR
CHECK-OFF POLITICAL
CONTRIBUTIONS**

I hereby authorize my employer to deduct from my pay the sum of five cents (\$0.05) for each hour worked (or from each regular paycheck dollars weekly), as a contribution to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the "Combined National Fund" and mailed monthly together with the applicable remittance report to combined National Fund, PO Box 79128, Baltimore, MD 21279-0128. This authorization is signed freely and voluntarily and on the understanding the PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed in that effort to make political contributions and expenditures in connection with Federal, State and Local elections, and that this voluntary authorization may be revoked at any time by notifying my employer, PAT Political Committee, and District Council and/or Local Union in writing of a desire to do so.

Signature

Contributions to PAT-PC are not deductible as charitable contributions for Federal income tax purposes.

SECTION 9.2 In situation where the member is already covered by a voluntary IUPAT Political Action Program, at their "home" District Council or Local Union, Section 1 of this Article will be inapplicable.

**ARTICLE X
SUCCESSOR CLAUSE**
Refer to Addendum.

**ARTICLE XI
GENERAL SAVINGS CLAUSE**

SECTION 11.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in

support of its demands notwithstanding any provision in this Agreement to the contrary.

**ARTICLE XII
DURATION**

Refer to Addendum.

**ARTICLE XIII
NO STRIKE/ NO LOCKOUT**

SECTION 13.1 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

SECTION 13.2 Neither the Union nor any member of the bargaining unit, for the duration of this agreement, shall directly or indirectly call, sanction, encourage, finance, participate, in any strike, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage, or slowdown, or other unlawful interference directed at the Employer for the duration of the agreement. A breach of this section may be grounds for discipline. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the union meets all of its obligations under this Article.

SECTION 13.3 The Union shall, at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

SECTION 13.4 In the event of a violation of the “no-strike” clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

SECTION 13.5 The Employer shall not lock out any employees for the duration of this agreement.

Addendum A – Geographical Jurisdiction

Jurisdiction covers Columbiana, Mahoning and Trumbull Counties, in Ohio and Lawrence and Mercer Counties in Pennsylvania.

Addendum B – Wage Rates

Section 1 – Rate

Effective June 1, 2024 the scale of wages shall be \$30.36 per hour. Effective June 1, 2025 the journeyman rate shall increase \$2.35 per hour, June 1, 2026 the journeyman rate shall increase by \$2.35 per hour

Fringe Benefit Contributions per hours worked.

Health & Welfare.....\$7.60 per hour

Pension\$10.64 per hour

Annuity	\$1.91 per hour
CAP	\$0.24 per hour
LMP.....	\$0.10 per hour
Apprenticeship.	\$0.19 per hour
Building Fund (deduction).....	\$0.05 per hour
PAT - PC (deduction)	\$0.05 per hour
Vacation(deduction)	\$2.00
Dues Check-off (deduction)...	3.5% percent of Gross Wages, Health and Welfare, Pension and Annuity
Any increases in fringe benefits during the life of the contract are to be deducted from the contribution increases identified above. The wage rate will automatically be reduced if additional contributions are needed for the health insurance plan, pension fund or apprenticeship fund.	

Section 2 – Options

Option 1: The employer agrees that the Union has the right and option to use any portion of the negotiated wages in an Apprentice Fund (refer to Addendum K), Annuity Fund (refer to Addendum N) and/or Pension Fund (refer to Addendum M). Any changes require 30-day written notice. However, if the total amount allotted to the Pension and Annuity Funds exceed the maximum amount allowed by the IRS for purposes of tax deductibility, The Builders Association of Eastern Ohio and Western Pennsylvania may deny the allotments to the Pension and Annuity Funds to the extent they exceed the tax deductibility limits in effect at that time.

Option 2: The employer agrees that the individual glazier has the right and option to use any portion of the negotiated wage in the Vacation Fund (refer to Addendum O). Any changes require a written notice 14 days before the yearly anniversary date of the contract.

Section 3 – Premiums

A premium of \$1.25 per hour shall be paid for work performed on a swing stage scaffold with a 4-hour minimum pay. A premium of \$0.75 per hour shall be paid for work performed on scaffold, extension ladder, mechanical boom or lift at a height of 25 feet or more from the ground or structure sufficient to support scaffold with a 4-hour minimum pay.

Section 4 – Prevailing Wage

It is mutually agreed that should legislation be passed that significantly affects or eliminates state prevailing wage rate or Federal Davis-Bacon after the effective date of this

Agreement, then the negotiation committees agree to meet to discuss the problem created.

Addendum C – Working Conditions

Section 1 – Work Day

Regular work day shall be a continuous 8 hours between the hours of 6:00 a.m. – 4:30 p.m. Lunch period shall be 12:00 Noon to 12:30 p.m. Premium time will start after 8 hours work.

Continuous eight (8) hours between the hours of 6:00 a.m. and 4:30 p.m. shall constitute a day's work.

Irregular Shift - When the owner of a building where work is to be done will not allow the work to be performed during the regular work day as specified above, the Employer may schedule an irregular shift as per the following conditions:

1. The starting and quitting times are mutually agreed upon between the Employer and the Union within the framework of times acceptable to the owner and General Contractor.
2. The work day shall consist of a guaranteed eight (8) hours per day.
3. Glaziers working an irregular shift shall be paid fifteen percent (15%) above the Journeyman Glaziers wage rate along with all the fringe benefits and other conditions contained in the Agreement.

4. - Any work performed after 8 hours work on an irregular shift shall be paid at the rate of 1-1/2 times the irregular rate which is 15% above the regular rate.

5. - The Employer and the Union agree that no glazier will be compelled to work on an irregular shift and his/her refusal to do so will in no way be used against him/her or jeopardize his/her position or standing with the Employer, providing the Union can supply the Employer with competent mechanics.

Section 2 – Work Week

(a) Forty hours of five days, Monday thru Friday, shall be the work week.

(b) On jobs where agreeable between the Employer, the Union and the General Contractor, 4 consecutive 10-hour work days on Monday through Friday shall constitute a 40 hour work week. In the event of inclement weather during the week, the 4-10 schedules may be adjusted by eliminating the requirement of 4 consecutive days which would allow for a Friday make up day at straight time. The Shop Steward shall be liaison for such decisions. When working four (4) ten (10) hour days, the start time is to be from 6:00 am to 8:00 am.

(c) - The Employer and the Union agree that no glazier will be compelled to work this schedule shift and his/her refusal to do so will in no way be used against him/her or jeopardize his/her position or standing with the Employer, providing the Union can supply the Employer with competent mechanics.

Section 3 – Overtime

All work performed after eight (8) hours of work on the regular work day shall be paid at the rate of time and one-half. Refer to Addendum C – Section 5. All work performed before the hour of 6:00 a.m. shall be paid at the rate of double time.

Section 4 – Reporting Time

Any employee called for work during the regular working day, shall receive not less than four (4) hours of pay, based on the straight time hourly rate, unless weather or other conditions beyond the contractor's control, prevent work being performed, in which event the glazier shall be paid not less than two (2) hours, or the actual time worked, whichever is greater. (This does not apply in those cases where glaziers are temporarily employed by another glazing contractor in the same work day.)

Section 5 – Emergency Work

If an employee is called from his home to work after a regular work day, he shall be paid a two (2) hour minimum at double time.

Section 6 – Saturday Work

All work performed on Saturday between the hours of 7:00 a.m. and 4:30 p.m. shall be paid at two (2) hour minimum at time and one half. It is agreed that on any project when a full day's work is lost by a crew during the regular work week, Monday through Friday, due to inclement weather only with notification to the union, this time may be made up on Saturday at the regular rate of wages. The employer

shall not discriminate against any employee, in any manner because the employee refuses to work a Saturday make-up day.

Section 7 – Sunday and Holiday Work

When an employee is called to work on Sunday or those days recognized as holidays he/she shall be paid a two (2) hour minimum at double time.

Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day shall be holidays, and no work shall be performed on these days except in the case of emergency. This also applies to those days that are celebrated for them. If any of these holidays fall on Sunday, they shall be observed on the following day.

Section 8 – Layoff

In the case of layoff, glaziers must be notified by 4:00 p.m. on the day before the period of layoff. In case the glazier cannot be notified, the employer will call the Union Business Representative or his/her office by 1:00 p.m. If not complied with, reporting rate will go into effect.

Section 9

When so instructed by the employer, glaziers or their apprentices are to work eight continuous hours between the hours of 6:00 a.m. and 4:30 p.m.

Section 10 – Payday

Pay day shall be not later than 4:30 p.m. on the third working day after the employer's last day of the weekly pay period. If the employer fails to meet this pay period, the employee shall be paid and additional eight (8) hours

pay for each day's delay until employee is paid in full. Any employee who is permanently laid off shall be paid in full at 4:30 p.m. the day of layoff. An employer may use direct deposit for payroll with the consent of the employee.

Section 11

The employers shall have the right to select glaziers as they see fit and are not bound to rotate glaziers to give wider distributions of work.

Section 12

All glass and glazing materials delivered to any job shall be in sole charge of the glaziers. No unauthorized helper or laborer shall be allowed to unpack or distribute or handle any glass or glazing materials after it has been delivered to the first floor of the building.

It is hereby agreed that no members of Glaziers Local 847 shall work for any contractor performing work under the Glaziers jurisdiction until that contractor signs this agreement and post a bond as required by this agreement. Glaziers Local 847 shall send a copy of each signed agreement to the Builders Association.

Section 13

All work contracted for by the employer shall be glazed at the job site wherever possible or practicable or in the employer's shop. This does not apply to small miscellaneous jobs performed in the employer's shop.

Section 14 – Tools

The following tools to be furnished to the employee by the Employer:

Glass Cutters, Hack Saw Blades, Drills, Counter Sinks, Taps, China Marking Pencils, All levels, Raw Drill Bits, Miter Box for Metal, Straight Edges, Caulking Gun, Suction Cups, Bar Nut Wrench, Dust Brush, Extension Cords, Screw Guns, Hammer Drill and Laser, all safety equipment except for items personal in nature.

FILES: Rat Tail, Half Round Vixen, Flat Bastard, Flat Finish.

Equipment to be furnished on Rack Trucks:

First Aid Kit, Ladders, Suction Cups, Straps, Planks, Setting Blocks, Masking Tape, Putty, Pointing, Clips, and other equipment needed for proper and safe installation as per Occupational Safety Health Act Standards.

Section 15 – Coffee Breaks

Coffee breaks are permitted at the work station. If it is not possible to be taken at the work station the foreman and steward shall agree to other arrangements. If they are unable to agree, the Builders Association and the Business Agent shall be notified. Coffee break shall not exceed ten minutes per shift, and shall be taken after 2 hours of the regular work day are completed.

Section 16

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. Nothing in

this section or in any other portion of this Agreement shall give the Union the right to withdraw employees or to prevent employees from working when their means of access to the work site is a properly established and maintained reserved gate.

Section 17 – Cell Phones

The use of personal (non-business) pagers, cellular telephones and other communication devices shall be prohibited during working hours. The use of the above stated item shall be restricted to recognized break times. In the event of family illness or pregnancy, employees shall be permitted to use such devices provided they notify their Employer regarding their circumstances(s). The abuse or misuse of the above stated devices will be cause for one written or verbal reprimand and a second occurrence shall be cause for dismissal.

Addendum D – Stewards

The Employer agrees to the right of the Union to have a Shop Steward. The Shop Steward shall be elected from among the employees of the Employer. The Shop Steward shall be the agent of the Union in the absence of the Union Business Representative. He shall be a committeeman on the safety committee of the shop established by the Employer and the Union. The duty of the Shop Steward shall be to enforce the provisions of this agreement. Time spent by the Steward in the performance of his duties shall not be paid for by the Employer. No Employer shall be without a Shop Steward. The Shop Steward shall have top seniority in the shop, as long as he remains in the position of Steward.

When any out-of-area contractors are performing work within the jurisdiction covered by these Articles of Agreement, Glaziers Local No. 847, the Union Business Representative shall appoint all job stewards.

Addendum E – Travel

Section 1 – Travel Time

(1) If the employer requests the employee to report to the job located within a distance of forty five (45) miles, air radius from the center of the territory, will be termed an absolute free zone in which the employee will report to the job site at the agreed upon starting time and will work until the agreed upon quitting time with no travel or transportation expense.

On all jobs located between forty five (45) and sixty five (65) miles air radius from the center of the territory, the employee will be paid mileage, at the current maximum government allowable rate, from the free zone to the job and back to the free zone.

On all jobs located between sixty five (65) and eighty (80) miles air radius from the center of the territory, the employee will be paid a premium of seventeen (\$17.00) per day plus mileage, at the current maximum government allowable rate, from the free zone to the job and back to the free zone.

All travelling will be done before and after the regular work day.

On all jobs beyond the eighty (80) mile zone air radius, the employee and the employer will agree on travel, room, board, and expense. At all times the employer agrees all reasonable expenses will be reimbursed to the employee.

When an employee is required to stay out of town, he will be paid for his time going to the job on the first day of the week and his time returning on the last day of the week.

In the event the employer signatory to this agreement does not have a shop within the geographical jurisdiction of the agreement, the terms and conditions of the Travel Time clause shall also apply using the center of the territory, which is the intersection of I-80 and Route 193.

When an employee is requested to provide his own transportation to the job site and no facilities are furnished for parking, approved meter and parking fees paid by the employee shall be reimbursed weekly by the employer upon presentation of an itemized bill.

When an employee is requested to call his office for instructions or just cause and a pay phone is used, the employee shall be reimbursed weekly by the employer.

When reporting to a job using a company vehicle, all time travelling before the normal starting time or after the normal quitting time, the employee will be paid at the straight time hourly rate for the actual time spent travelling.

(2) The rate of travel time on a regular workday shall be paid at the rate of 2/3 of the overtime rate (time and one-half).

(3) The rate of travel time on an irregular work shift shall be paid at the irregular work shift rate.

(4) The rate of travel time on a 4-10 hour day week shall be paid at the rate of 2/3 of the overtime rate (time and one-half).

(5) The rate of travel time on Saturday shall be paid at the overtime rate (time and one-half).

(6) The rate of travel time on Sundays and holidays shall be paid at the double time rate.

(a) The employer reserves to right to designate where the employee shall start and conclude the work day. In the exercise of this right, the employer may permit the employee to elect to start and end the work day at the employer's place of business.

(b) When the employee elects or is directed to report to the employer's place of business for the start of the work day and is not required or permitted to perform any work as such place of

business or en route to or from the job site or upon the return of such place of business, then all hours from the time of reporting to the start of regular working hours shall be paid at the rate of pay for travel time.

(c) When an employee elects or is directed to start and/or conclude the work day at the employer's place of business and is required or permitted to perform work at such place or en route to or from the job site, then all such hours shall be considered overtime and paid as hours worked.

Section 2 – Transportation

(a) If the employer requests the employee to use their own vehicle for transportation after the start of the work day, the employee shall receive the current government maximum allowable rate, as adjusted on an annual basis, to the job site from the geographical center of Local 847 and mileage traveled between job sites and back each day worked.

(b) Glaziers shall not be asked to transport any materials other than their own tools with the exception of 3/8" & 1/4" drill motor and/or screw gun, level and extension cord.

Section 3 – Room and Board

When employees are sent out of town to work where they are required to stay overnight by the employer, the employer shall pay room and board and shall furnish or pay for transportation to and from the job. Employees shall be

required to furnish receipt to the employer for rooms. Employers will be given the option of choosing the place of room and board.

Addendum F – Plate Glass Rack Schedule

Section 1 – Plate Glass Rack Schedule

The following schedule shall govern the minimum number of glaziers required to install varying sizes and thickness of glass:

Rack Schedule

1/4 inch

Up to & including 110 UI.....	1 man
Over 110 UI. up to & including 160 UI.....	2 men
Over 160 UI. up to & including 190 UI.....	3 men
Over 190 UI. up to & including 220 UI.....	4 men
Over 220 UI. up to & including 250 UI.....	5 men
Over 250 UI. up to & including 280 UI.....	6 men
Over 280 UI. up to & including 310 UI.....	7 men
Over 310 UI. and up.....	8 men

3/8 inch

Up to & including 110 UI.....	1 man
Over 110 UI. up to & including 140 UI.....	2 men
Over 140 UI. up to & including 170 UI.....	3 men
Over 170 UI. up to & including 190 UI.....	4 men
Over 190 UI. up to & including 220 UI.....	5 men
Over 220 UI. up to & including 245 UI.....	6 men
Over 245 UI. up to & including 260 UI.....	7 men
Over 260 UI. up to & including 285 UI.....	10 men
Over 285 UI.....	12 men

1/2 inch

Up to & including 80 UI.....	1 man
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Over 80 UI. up to & including 120 UI.....	2 men
Over 120 UI. up to & including 150 UI.....	3 men
Over 150 UI. up to & including 170 UI.....	4 men
Over 170 UI. up to & including 190 UI.....	5 men
Over 190 UI. up to & including 210 UI.....	6 men
Over 210 UI. up to & including 225 UI.....	7 men
Over 225 UI. up to & including 240 UI.....	8 men
Over 240 UI. up to & including 255 UI.....	9 men
Over 255 UI. up to & including 270 UI.....	10 men
Over 270 UI. up to & including 280 UI.....	12 men
Over 295 UI. up to & including 305 UI.....	13 men

Door lite sizes up to and including 110 UI. may be installed by one (1) man.

Insulating units up to and including 120 UI. may be installed by two (2) men, providing combined glass thickness does not exceed 1/2 inch.

Insulating unit combined glass thickness, excluding air space, shall determine which above glass thickness schedule to be used.

Sloped glazing and glass more than 30 degrees of the vertical plane shall require adding one (1) man to the glass thickness schedule.

Actual glass size shall determine the united inch rack schedule to be used.

Larger glass, abnormal setting, etc.; for safety purposes a sufficient number of men shall be used.

It is understood and agreed that where plastic types, non-glass glazing materials, and mechanical setting equipment is used for installation the rack schedule above shall not apply. However, for safety purposes a sufficient number of men shall be used.

Any special glass types will be given special consideration.

Addendum G – Apprentice Rules

See Apprenticeship Standards for the FTIOR

Section 1

- A. Three (3) members from the employers and three (3) members of the union shall comprise the “Joint Apprenticeship Advisory Committee”. The Committee shall meet on the call of the chairman and all decisions shall be final. Each shop shall be entitled to one (1) apprentice when one (1) working journeymen are employed; two (2) apprentices when two (2) working journeymen are employed. The apprentice to journeyman ratio is based on the employer’s current employees working within the jurisdiction of Glaziers Local 847.

All apprentices shall work under the supervision of a journeyman and at no time shall an apprentice take charge of a job.

- B. Apprentices shall be selected on the basis of apprentices’ standards (as revised, effective July

24, 2013, to reflect the “intent to hire” provision) as set up for the Finishing Trades Institute of the Ohio Region (FTIOR).

- C. Selection of apprentices under the program shall be made from qualified applicants on the basis of qualification without regard to race, creed, color, national origin, sex or occupationally irrelevant physical requirements, in accordance with objective standards which permit review, after full and fair opportunity for application; and this program shall be operated on a completely non-discriminatory basis.

Section 2

Any employer desiring an apprentice must be approved by the FTIOR.

Section 3

Apprentice rates to be as follows:

1st	750	hours...65%
2nd	750	hours...65%
3th	750	hours...70%
4th	750	hours...70%
5th	750	hours...80%
6th	750	hours...80%
7th	750	hours...90%
8 th	750	hours...90%

Section 4 - Apprentice Benefits

Health & Welfare to begin after 3 months from start date.

\$1.02 pension contribution, LMP, Apprenticeship and CAP contributions start after 1st 750 hour progression

Add \$1.25 annuity contribution to begin after 4th 750 progression.

Journeyman: Apprentice ratio per shop 1:1.

Articles eight (8) and eleven (11) apply to apprentices.

SEE APPRENTICESHIP STANDARDS

Section 5

Members of Joint Apprenticeship Advisory Committee and alternates for the period of the agreement shall be:

Representing the Employers:

Gary Hartman
Gary Fitch
Bill Casey

Representing Local No. 847:

Brandon Woods
Tim Halas
Jamie Haddle

Addendum H – Authorized Helpers

It is agreed by and between Glaziers Local Union 847 and the Glazing Contractors of Youngstown, Ohio associated with the Builders Association of Eastern Ohio and Western Pennsylvania to establish a job classification of Helpers. Helpers may be employed only when the Union is unable to

furnish the quality or classification of worker required. Helpers shall work under the direction of journeymen Glaziers and be assigned such tasks and perform such duties as may be required to assist in performing the work in shops doing miscellaneous work as may be necessary. The first six (6) months of employment shall be a probationary period.

Rate of pay for Helpers shall be forty-five (45%) percent of the hourly rate of journeyman glazier. Helpers receive no fringe benefit contributions.

Addendum I – Contractors Bond

An Employer who employs person and/or performs work within the scope of territorial jurisdiction of this agreement shall provide his/her surety bond in the amount of twenty five thousand dollars (\$25,000.00) or a cash bond of ten thousand (\$10,000.00) payable to the Glaziers Local Union No. 847 for the purpose of guaranteeing the payment of employee wages and fringe benefits as required under this agreement. New employers with 1-4 employees are to have a five thousand (\$5000) bond up to and including the second year. The employers' surety bond or cash bond shall be retained for those employers whose place of business is outside this agreement's territorial jurisdiction, a period of one (1) year from the last date of employment and/or performs work, and those employers whose place of business is within the territorial jurisdiction, for the duration of this mutual agreement, providing all wages and fringe benefits are paid.

Employers signatory to this Agreement shall have the right to demand proof that the bonds are being posted by all other signatory to this Agreement.

Addendum J – Arbitration

Section 1

In the event during the time of this agreement there shall be any controversy or dispute as to meaning or application of the provisions of this agreement, there shall be no suspension or work, but all differences shall be referred to a committee consisting of the two (2) representatives of the employer and two (2) representatives of the Union. If they are unable to reach a conclusion within five (5) days, they shall select an impartial third party. The decision of the majority of this arbitration committee shall be binding upon both parties. Any costs involved in arbitration shall be borne equally by both parties.

To be valid, grievances must be submitted in writing within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

Members of the Arbitration Committee for the period of this agreement shall be:

Representing Glazing Contractors

David Fitch
Gary Casey
Kyle Leonard
Kevin Reilly

Representing Local No. 847

Ryan Rossi
James Sherwood
Robert Weber
Business Agent – Tim Halas

Section 2

Within ten (10) days of the date of signing this agreement the Union shall notify the employers in writing of the name of the representative of Local Union No. 847, who is to be the authorized agent of the Union in all dealings between the employer and the Union. Such representative shall be the only person authorized to call or initiate a work stoppage to make commitments for the Union.

Addendum K – Finishing Trades Institute of Ohio Region

The Employer party to this Agreement who hires two (2) or more journeymen should employ at least one (1) apprentice.

(a) The parties hereto hereby established a District Council Training Trust Fund.

(b) The District Council Training Trust Program shall be administered by the District Council Training Trust. This Board shall consist of an equal number of members appointed by the Union and the Employers who are signatories hereto.

(c) A Declaration of Trust has been drafted and executed and will govern the parties hereto.

(d) The District Council Training Trust Board shall promulgate all rules and regulations for the administration of the said program.

(e) Every Employer under this Agreement shall contribute and pay to the Finishing Trades Institute of Ohio nine cents (\$.09) Every Employer shall contribute ten cents (\$.10) to the National Joint Apprenticeship and Manpower Training Fund effective June 1, 2008. Said Contribution shall be made monthly. The Fund hereby established shall be administered by the members of the said Board. The said Board is vested with full authority and powers to administer the said Fund on behalf of the program and to enforce all provisions of this Collective Bargaining Agreement pertaining to said program.

Addendum L – Health and Welfare Agreement

The Builders Association of Mahoning Valley, the Trumbull County Builders Association, the Youngstown and Mahoning County Building Trades Council, and the Trumbull County Building Trades Council, for and on behalf of their respective members, division, chapters, and/or associations and on behalf of all employers and employees otherwise subject thereto, hereby adopt and agree to a Health and Welfare Program as set forth hereinafter.

All parties hereto agree to, shall be subject to and bound by the Mahoning and Trumbull County Building Trades

Welfare Fund Agreement and Declaration of Trust of June 23, 1952, as amended May 17, 1960-and April 18, 1961 and August1, 1963, and as the same may be further amended pursuant to the provisions therein, which Agreement and Declaration of Trust is by reference incorporated herein.

Each individual contractor and employer subject hereto shall pay to the Mahoning and Trumbull County Building Trades Welfare Fund monthly a sum of money based upon the total number of hours of employment each month of all his/her employees and at the rate of seven dollars and sixty cents (\$7.60) an hour for each and every hour worked by each employee. For the purpose of this clause, "hours worked" shall include reporting of "show up" time. Full payment based upon all hours of employment each month, shall be made within and not later than 30 days from the end of the month during which the employment occurred.

A contractor or employer whose principal place of business is located outside the territory covered by this Agreement who employs persons to perform work within the scope and territory of this Agreement shall, upon becoming signatory to this Agreement, post a bond with the Trustees of the fund guaranteeing the payments agreed to herein. An individual, firm or corporation who, for the first time or after a lapse of one year or more, employs persons to perform work within the scope and territory of this agreement, shall, upon becoming signatory to the this Agreement, post a similar bond. This provision shall apply to all contractors and employers in the preceding two categories except those who have already furnished or ported with any party hereto or the trustees a wage surety bond guaranteeing the payment of, among other things, the

required contributions of the Welfare Fund. The amount of such bond shall in each case be equal to ten (10) times the anticipated weekly obligation to the fund based upon the average number of employees subject hereto who are expected to be employed during the first three months of operation, but shall not be less than \$500.00, and may be a cash bond or a bond with corporate surety. Such bond shall be retained by the Trustees and shall be returned, less any amounts owing to the Fund at such time, (a) in the case of out-of-town contractors, when the job is completed and (b) in the case of new contractors, at the end of one year following the execution of this agreement.

An employer or contractor, by his/her signature to this Agreement or other document indicating his/her intent to be bound hereby, agrees and consents that, if he/she becomes delinquent in making payments required by this Article, he/she shall:

(a) become liable for and pay to said Welfare Fund, to cover added cost of administration, bookkeeping and other incidental expenses, liquidated damages amounting to 10 percent of the delinquent amount plus court costs, if any;

(b) become liable for the payment of any benefits hereunder for which his/her employees would have otherwise qualified but for such delinquency;

(c) become subject to audit by the trustees of their Agent, at his/her cost, to determine the amount of monies due, including liquidated damages and court costs. Such amount must be paid in full before such delinquent employer's contribution will be accepted by the trustees

and before he/she shall be eligible again to participate as a contributing employer.

The foregoing provisions are cumulative and shall not deprive the union or employees of their other rights and remedies, including the right to strike (if otherwise consistent with the Agreement), against the delinquent employer.

Each individual Contractor and Employer subject hereto shall make all payments required hereunder in the manner prescribed by the Trustee of said Welfare fund, and shall, at the time of making each monthly payment; make and deliver to said Trustee a report, upon a form furnished by the Trustees. This report shall state whether or not, during the month with respect to such report is due, any employees were working and, if so, the names and such employees, the number of hours each was employed, and other pertinent information as may be requested by said Trustees.

Any employee who becomes a Contractor, Employer or self-employed, loses his eligibility to draw benefits (except vested benefits) immediately. If his/her status at any time reverts to that of employee, it is his/her responsibility to notify the trustees in order to reinstate his/her eligibility.

Each individual Contractor or Employer agrees that duly authorized Representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligations imposed by this Article.

No contributions shall be accepted by the Trustees unless a signed copy of this Agreement or other document binding the Employer to the obligations hereof is on file at the Welfare Fund Office.

It is the responsibility of all parties to this Agreement, or who participate in or benefit from the operation of the Welfare Fund, to cooperate in its effective operation and administration.

To this end, any person, whether Trustee, Employer, Union Business Agent or employee, who has reason to believe that any Contractor or Employer who is employing individuals on jobs covered by this Agreement but is not contributing to the Welfare Fund, or is in other respect delinquent in performing the obligations hereof, shall:

(a) advise the office to the Trustees, the Builders Association, and the respective Union of such belief:

(b) if a Union sees that the offending Contractor is advised that, unless he/she agrees to make contributions to the fund or correct any delinquency in payments, as the case may be, he/she is subject to suit by the Trustees and/or possible economic sanctions.

(c) in any employee, after due notice that his/her employer is delinquent or non-signatory to this Agreement, he/she shall lose his right to continue his/her status as an eligible beneficiary of the Fund by making self-payments.

Failure of any of said parties to this Agreement to abide by the terms hereof relating to enforcement, shall be brought to the attention of the Labor-Management Committee. The

Labor Management Committee shall consider allegations of such failure and if it finds that such failure in fact has occurred may, by majority vote, issue appropriate remedial orders having binding effect on the parties concerned. All parties concerned shall be entitled to reasonable notice of, and appearance at, such hearing.

Beginning on May 1, 1963, the Health and Welfare Plan shall be in effect and shall automatically continue thereafter unless either party of the Labor-Management Committee of the Associations and Trades Councils herein able first mentioned notifies the other in writing at least sixty (60) days prior to June 1st of any calendar year, or a desire to change. The authority to change or modify the provisions of this Health and Welfare Agreement rests only with said Labor Management Committee.

Executed this 4th day of June 1963.

Addendum M – IUPAT National Pension Fund

The only agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

1. (a) Commencing with the twenty-seventh day of May, 1971, and or the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry National Pension Fund for each employee by this Agreement, as follows:

(b) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution to the above-named Pension Fund.

Effective June 1, 2024 the contribution rate shall be seven dollars and seventy cents (\$10.64) per hour.

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

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

(e) Pension contributions to be sent to Mahoning & Trumbull County Building Trades Insurance Fund. Pension contributions should then be forwarded to the "I.U.P.A.T. Union and Industry National Pension Fund", which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be

bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

2. The Employers hereby irrevocable designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustee, 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.

3. All contributions shall be made at such time and in such manner as the Trustee require; and the Trustee shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

4. If an Employer fails to make contributions to the Pension Fund within twenty 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 provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by a grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all time conform with the

requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension fund as a deduction for income tax purposes.

6. It is agreed that if any fringe benefit plan for any reason is terminated during the life of this agreement, the amount of the contribution required by the contract shall, upon notice of termination of the fringe benefit plan, be immediately included in the hourly wage rate of the employee on whose behalf contributions to the fringe benefit plan were made. All fringe benefit contributions shall be calculated and paid on the basis of hours worked.

7. All Fringe Benefit payments shall be made on the basis of hours worked.

Addendum N – Annuity Plan

Effective June 1, 2006, through mutual consent, the employer shall contribute the appropriate amount per hour to the "Painting Industry Profit Sharing Annuity Plan".

All terms and conditions of this fund shall be in accordance with the Declaration of Trust which shall be incorporated herein by reference.

These contributions shall be made monthly and in accordance with all other fringes and sent to: Central Administrative Agency, 33 Fitch Boulevard, Austintown, OH 44515.

Addendum O – Vacation Fund Trust

Effective August 1, 1970, there shall be a Glaziers' Vacation fund through mutual consent of the parties hereto in accordance with a Declaration of Trust. This fund shall be amended to an hourly dollar amount payment as determined by the individual glazier. The dollar amount shall establish the straight time payment, time and one half or double time per hour rate which shall be computed at 1, 1.5 or 2, respectively, times the determined hourly dollar amount deducted from the wages on all hours for glaziers and apprentices. All terms and conditions of this fund shall be in accordance with a Declaration of Trust, which shall be incorporated herein by reference.

Any portion used for the establishment of any of the said funds shall be payable on the same basis if used as a wage increase or hours pay, that is to say that the payment to such funds shall be computed and paid for on straight time, double time or time and one-half, whichever the case may be.

Payment checks for the month shall be sent to the Glaziers Local 847 Financial Secretary by the 30th day of the following month. Failure to do so will result in a 10% penalty on the amount to be collected. To be paid to the employees affected.

Addendum P – Construction Advancement Program

Section 1

The Employer and the Union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and

Western Pennsylvania. The purpose of the program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market protection and development, personnel practices and labor relations, but not limited only in that such activities shall not include support for anti-labor legislation, shall not be used for direct support of contractors in event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

Section 2

The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties of the office of the Trustees thereof and which is included herein by reference and made a part hereof. Each employer covered by this agreement shall pay an amount as periodically negotiated between the employer and the union for each hour worked by each journeyman, helper, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions of forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1, 2024 said amount shall be twenty-four (\$.24) cents per hour. If it is determined by the Construction advancement program of Eastern Ohio and Western Pennsylvania that an increase to the Construction Advancement Program contribution is needed during the term of this agreement, the amount may be increased by up to a maximum of an additional (\$.04).

Any increase to the Construction Advancement Program during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the employer.

Section 3

The consideration for this agreement is as follows:

- a. Recognition by the parties of the need for providing the means whereby the employer can facilitate and supplement the financing of its activities:
- b. Obligation assumed by the employer to withhold, collect and forward monies from the pay of employees for the benefit of employees in Welfare Funds, Pension Funds and Vacation Funds.
- c. Obligations assumed by the employer to pay, collect and forward monies for the Apprenticeship Training Funds.

Section 4

The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Program office on or before the last day of the following month. Payments postmarked or delivered by messenger after the last day of the following month shall be subject to an additional charge of 10% per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves and cost of collection arising from late payment.

Addendum Q – Union Recognition

The Glazing Contractors of Youngstown, Ohio and Vicinity (“the Employer”) hereby recognizes Painters and Allied Trades District Council #6 (“the Union”) as the sole and exclusive bargaining agent, within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”), of all employees of the Employer covered by the attached collective bargaining agreement. Such recognition is predicated on the union’s demand for such recognition pursuant to Section 9(a) of the Act, and on the Union’s presentation of a clear showing that the majority of the employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The employer acknowledges that it has reviewed the Union’s showing and agrees that it reflects the employees’ desire to be represented by the Union under Section 9(a) of the Act.”

Addendum R – Duration

Section 1

It is further understood and agreed that any part of this agreement entered into under this date found to be in violation of any state or federal law shall be considered null and void without affecting any of the other parts contained therein.

Section 2

This agreement shall continue in force and effect from June 1, 2024 until May 31, 2027, and shall continue in force and effect from year to year thereafter unless either party shall desire to change any of the terms therein, in which case a written notice of this change must be served to the other

party at least ninety (90) days prior to any yearly anniversary date.

**BUILDERS ASSOCIATION OF EASTERN
OHIO AND WESTERN PENNSYLVANIA**

Gary Casey
David Fitch
Kyle Leonard
Kevin Reilly

**THE INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, AFL-CIO
GLAZIERS LOCAL UNION NO. 847**

James Sherwood
Tim Halas
Ryan Rossi
Robert Weber

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Painting and Decoration Contractors Association of America, Mahoning and Trumbull Counties, and the International Union of Painters, and Allied Trades, Local Union No. 847, which is dated June 1, 2024, hereby certify that they have

read the said Agreement and agree to accept and be bound by all terms and provisions thereof as additional parties thereto.

(Name of Employer)

(Address)

(City) (State) (Phone)

By: _____
(Authorized Representative)

The International Union of Painters
and Allied Trades, AFL-CIO,
Glaziers Local Union No. 847

By: _____
(Authorized Representative)

(Title)

(Date)

