

COLLECTIVE BARGAINING AGREEMENT

**OF
INTERNATIONAL UNION OF
PAINTERS & ALLIED TRADES
OF AMERICA & CANADA
AFL-CIO**

DISTRICT COUNCIL #4

**GLAZIERS
ARCHITECTURAL METAL
AND
GLASSWORKERS
LOCAL UNION #660**

&

Gamma North Corp

**13595 Broadway
Alden, NY 14004**

Expires April 30th, 2025

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AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 20_____, by and between

(name of Employer)

hereinafter referred to as the Employer and District Council #4
affiliated with the International Union of Painters and Allied Trades
(IUPAT) hereinafter referred to as the Union.

BASIC PRINCIPLES

It is the intent and purpose of the Parties hereto that this Agreement shall promote and improve the Industrial and Economic relationship between the Employer and the Union, to eliminate unnecessary strike, lockouts, and other interference with production and set forth the Basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

ARTICLE 1 RECOGNITION CLAUSE

The Employer, Gamma North Corporation, recognizes, acknowledges, and agrees that I.U.P.A.T. District Council No. 4 is, within the meaning of Section 9 (a) of the National Labor Relations Act the exclusive representative for the purpose of collective bargaining of all Employer's employees wherever such employees may be employed in the following classifications of work:

Glaziers
Fabricators
Glassworkers
Apprentices

All work described and covered by I.U.P.A.T. Constitution, as outlined in Article 4, of this Agreement.

The employer agrees that the Union has been designated or selected for the purpose of Collective Bargaining by the majority of the employees in an appropriate unit, that said majority support has been demonstrated and that the Union is the exclusive representative of all employees in such a unit for the purpose of Collective Bargaining in respect of rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE 2
UNION SECURITY CLAUSE

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

A. The employer recognizes the right of any Union Member to refuse to work with an Employee who has worked for a period more than 8 days and has not joined the Union, or made application as provided herein, and any refusal to work either concerted or otherwise, with such Employee or Employees, shall not constitute a breach of this agreement.

B. The Employer agrees to notify the Union during the first eight hours after any non-member has been hired, providing the name, address and social security number.

C. The Employer agrees to remove from work covered by this Agreement any Employees who has failed to perform his/her obligations to become and remain a Union members as provided for in this Agreement. Upon receipt of written notice from the Union stating that such Employee is delinquent, he shall be removed and shall not be re-employed by the Employer until he performs such obligations as provided for in this Agreement.

ARTICLE 3
AREA OF AGREEMENT (JURISDICTION)

Section 1 The Geographic Jurisdiction covered by District Council #4 Glaziers Local #660 shall be the following areas in the State of New York:

Glaziers Local #660 Jurisdiction

Section 2 The jurisdiction of the Local Union #660 shall include the counties of Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming counties.

Section 3. The geographic jurisdiction covered by District Council #4 Glaziers Local #660 shall be for work performed under Agreement located at Gamma North Alden Facility, located at 13595 Broadway, Alden, New York.

ARTICLE 4 **SCOPE OF WORK**

The Employer recognizes the Union as having the exclusive jurisdiction over:

(a) All persons who perform work within the jurisdiction of the Union including but not limited to: the removal, loading, fabrication, assembly, (KD) knock down fabrication only, service and repair, transporting, unloading, distribution and installation of the following: aluminum entrances, doors, storefronts, curtainwall systems, fabrication and installation of unitized glazing systems. Preglazed sash, structural glazed wall systems, stack wall systems SMS and ribbon wall systems, retrofit glass and framing systems of all types including sealing, rubber, neoprene, etc.; slope glazing systems, skylight, soffet, canopy and walk cover glazing systems, greenhouse glazing systems, glass handrail systems, metal trim, door closers, Rixson hinges to complete any of the above listed work. Installation shall also include glass and mirror of all types for all of the above types of installation. Plexiglas, acrylics, fiberglass, glass blackboard, glass movie screens, shower doors, tub enclosures, mirrored closet doors, panelized mirrored wall systems of all types and all types of panelized glazed materials and glass products, show cases, shelving glass and Plexiglas cube systems, and all moldings, sealants, mastics, silicones, vinyl, rubber, putty, plastics, caulking of glass to glass, and glass to metal and all perimeter sealants to installed products. Installation shall also include glass of all types, metal of all types, pre-glazed windows of all types, auto glass, and automatic doors of all types and similar or related classifications of work, aluminum and stainless steel panels and column covers, coping and flashing in windowwall and curtainwall systems and any other type of installation work normally considered as glaziers' work by the Glass and Glazing Industry.

(b) General Glazing shall include 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, Thiokol, Neoprene, and all other types of insulating glass units, all plastics or other similar materials when used in place of glass, to be set or glazed in its final resting place with or without putty, molding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, show bases, book cases, sideboards, partitions and fixtures. The installation of the above materials when in the shop or, either temporary or permanent on or for any building in the course of repair, remodel, alteration or construction, installation of all temporary enclosures.

The installation of all extruded, rolled, or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights,

showcase doors and relative materials including those in any or all types of building related to 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, Miter Cutters, Engravers, Hole Drilling, Machine Operations, 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.

Engravings, 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 or other glass metals.

(c) The Employer may deliver material with glassworkers to the jobsite, if there are no glaziers on the jobsite. The material may be unloaded on the following basis:

- (1) Unloading shall be at one central location on the first floor and the materials shall be such that one man may safely handle it.
- (2) Such unloading is not to amount to any appreciable work loss to the glaziers.
- (3) If there are glaziers on the job, they shall do all the unloading.

ARTICLE 5
ADMINISTRATIVE DUES-CHECK-OFF

1. Every Employer signatory 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 Union's bylaws and to remit said amount to the Union in the following manner:

- a. The Union will notify the Employer in writing of the amount of administrative dues specified in the by-laws and will submit to the Employer a copy of the bylaws or the applicable by-law provision.
- b. For each payroll period the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
- c. On or before the *first Friday, after the 30th day of the following month*, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month *prior* together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

2. When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto and the bylaws of that other Union contain a provision for administrative dues or Business Representative "assessment", the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues and Business Representative "assessment" in the amount stated in that other Union by-laws, and shall remit that amount to that other Union. In that event, that other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off from the wages, the procedure specified in Section (1) a-c will be followed except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or Business Representative "assessment" specified in its by-laws, and to submit to the Employers a copy of the by-laws or applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto, and the by-laws of that other Union contain no provision for administrative dues or Business Representative "assessment", the Employer shall continue to be bound by Section (1).

3. The obligations of the Employer under Section (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card or I.U.P.A.T. membership application form.

4. At the time of the employment of any employee the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the Employer, one copy retained by the employee and the other returned to the Union, the form to be supplied to such Employer by the Union.

5. On or before the 15th day of each month the Employer will submit to the Union a list of all employees covered by this Agreement who have not signed a dues deduction authorization card together with the number of hours worked by each such employee during the month previous.

ARTICLE 6 **HOURS OF WORK**

1. The regular workday shall be 8 hours Monday through Friday. The regular workweek shall be Monday through Friday inclusive. All work over 40 hours in any workweek shall be paid at the rate of one and one half times at the regular rate, or over 8 hours in any single day, except if an employee takes an unpaid day off during the week. This pertains to all shifts.

2. a. The employer may designate a 4 day 10 hour per day work schedule at straight time after notification to the union and where it is permissible and permitted by law.

b. In the event of work lost due to inclement weather conditions, when working a 4 day workweek Friday shall be a make up day at straight time.

c. The employer may designate a 4 day 9 hour and 1 day 4 hour workday per week at straight time after notification to the union and where it is permissible and permitted by law.

d. Once the work schedule is established the work schedule may not be changed again without notification to the union.

e. Saturday may also be a makeup day at straight time when work is lost due to inclement weather conditions or circumstances beyond the control of the employer during the regular workweek. Saturday will be on a voluntary basis

f. All requests for overtime must be made by noon of any day the overtime is requested to be worked on.

3. Work performed on any Sunday or recognized holidays shall be paid at the double time rate. (See Article 7)

4. Employee's shall be allowed five (5) minutes before lunch and ten (10) minutes before quitting time to wash, bulk caulkers shall be given sufficient clean up time.

5. Employee's shall receive a fifteen (15) minute break each morning. Employee's shall receive a 1/2 hour unpaid lunch. Employee's shall receive a 1/2 hour unpaid meal break after 10 hours of work. For employees working more than 9 hours in a day and work until at least 4:30pm, they will receive a (10) minute break at 3:30pm.

7. Except for circumstances beyond the control of the employer, if an employee is not advised that there will be no work for him on an ensuing day and the employee reports for work at the proper time and then has no work assigned for him, the employer shall pay such employee two (2) hours pay. In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid for hours worked rounded to the next hour.

8. The Employer will notify the Union of all layoffs by 3:00pm on day of layoff. It will also be the responsibility of the employee to notify the Union when laid off.

9. When an employee is laid off their wages shall be paid in full on the next regular payday.

ARTICLE 7 **VACATIONS AND HOLIDAYS**

1. The following holidays shall be recognized (6 holidays) Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day.

2. All Work performed on Holidays shall be paid at the double time rate.

3. When a holiday falls on Saturday the holiday is to be celebrated on Friday. When a holiday falls on Sunday the holiday is to be celebrated on Monday.

4. The employer shall be notified, in writing, a minimum of two (2) weeks prior by the employee when submitting for a vacation request.

5. The Employer may, at their discretion, with advance notice to the Union, determine to have the plant closed for the Christmas holiday week, based upon workload, scheduling, or other factors that the Employer determines may impact productivity. The employees can take their vacation during this period or take this time off without pay.

6. If a holiday falls on a regularly scheduled workday, these holiday hours will count towards the total hours worked that week.

HOLIDAY PAY

a. All regular full time industrial employees shall be paid the six (6) recognized holidays. To be considered a regular full time employee an employee must have worked thirty (30) days prior to a holiday.

b. An employee who qualifies for a holiday shall be paid eight (8) hours pay at straight time at their regular rate of pay although no work is performed. This only

pertains when a holiday is recognized Monday through Friday.

- c. The employee must have worked the last scheduled working day prior to, and the next scheduled working day to be eligible for holiday pay. A working day shall consist of a full scheduled workday.
- d. Employees shall have the day after Thanksgiving as an unpaid holiday if they wish, not affecting their eligibility for Thanksgiving Holiday pay. The day after Thanksgiving will be an optional scheduled workday and be offered to the whole crew. If a minimal crew size will be needed to perform work, the crew size will be at companies' discretion.

VACATION PAY

- a. One week vacation with forty (40) hours pay at the straight time hourly rate provided the employee has (1) year service record with the company and has been paid 1500 hours in the previous calendar year. (An employee with less than 1500 hours in a calendar year will earn a prorated vacation for the following year based on the ratio of hours earned in their prior calendar year divided by 1500 times 40 hours rounded to the nearest whole hour). (When an employee works for more than one employer his vacation pay shall be pro-rated).
- b. Two weeks vacation with eighty (80) hours pay at the straight hourly rate provided the employee has three (3) years experience record with the company and has been paid for 1500 hours in the previous calendar year. (An employee with less than 1500 hours in the prior calendar year will earn a prorated vacation for the following year based on the ratio of hours earned in their prior calendar year divided by 1500 times 80 hours rounded to the nearest whole hour).
- c. A new employee will earn a prorated vacation for the following year based on the ratio of hours earned in their first calendar year divided by 1500 times 40 hours rounded to the nearest whole hour. Thereafter his qualifying period shall be the previous calendar year.
- d. The employee who reaches eligibility shall be entitled to vacations starting in the new calendar year. An employee who qualifies for vacation can take their vacation within that same calendar year, or can carry over vacation days (tied to hours worked) and it must be taken within 6 months of the following year.
- e. In computing paid hours previous vacation and paid holidays shall be included.
- f. Vacations will as far as possible be granted at times most desired by the employees but shall be taken in such an order that they will not interfere with the orderly operation of the warehouse. The employer has the right to maintain 80% of the workforce to maintain production, with the exception of the Christmas holiday season.

- g. In the event of several employees requesting vacation at the same time, employees with the most seniority will be given preference. First come first serve on requests, regardless of seniority.
- h. Should one paid holiday fall within the employee's vacation period, one additional day's vacation shall be granted or eight (8) hours pay in lieu thereof.
- i. Employees with one (01) year of service shall receive an additional 16 vacation hours. Employees with five (05) years of service shall receive 24 additional vacations hours. Employees with seven (07) years' service with the company shall be entitled to 40 additional vacation hours in addition to the recognized vacation days as above. These vacation days are to be taken at the employee's discretion with prior notice given to the Employer. Vacation day duration to be based upon an 8 hour work day. These days will be above and beyond any vacation days tied to hours worked. For the purposes of these additional vacation days, 1 year of service equals 1,000 hours worked in the previous calendar year.
- j. Employers' signatory to this collective bargaining agreement shall provide paid sick leave as required by New York Labor Law 196-b.

ARTICLE 8

JOINT TRADE BOARD AND GRIEVANCE PROCEDURE

Section 1

A "grievance" shall be defined as a claim that either party has violated a provision of this Agreement or has discontinued a prevailing practice or custom.

Section 2

Grievances shall be presented and processed as follows:

1. Within twenty (20) calendar days of the act or omission giving rise to the grievance, or within twenty (20) calendar days of when the employee, Union or Employer first learns of or reasonably should have knowledge of the Act or omission, the grievance shall be submitted in writing, signed by the employee, and presented to all parties:
 - A. If filed by the Union, it will be sent to the appropriate Manager via email at [email address to be provided] or
 - B. If filed by the Employer, it will be sent to a Union Steward or Business Representative.
2. Within fourteen (14) calendar days of the presentation of the written grievance, the parties shall meet in an attempt to resolve the grievance. Subject to agreement by the Employer and the Union, this meeting may take place in

person, or via telephone. Any resolution of the grievance shall be in writing within seven (7) calendar days of the grievance meeting referenced herein.

3. The parties may, by agreement, extend the time periods listed above. Neither party shall unreasonably refuse a request for a reasonable extension.
4. In the event the parties are unable to resolve the grievance, either party may schedule the matter for binding arbitration by the Federal Mediation Services. The arbitrator shall be selected by alternate deleting by both parties until one remains with the first deletion made by the non-grieving party. If the selected arbitrator is unable to serve, a single panel of seven (7) arbitrators domiciled in the Central New York region shall be secured from the Federal Mediation and Conciliation Service ("FMCS") and said agency's rules regarding the deleting and prioritizing of names shall apply.
5. Each party shall be responsible for its own costs. The fees attributable to the arbitrator and the rental of the hearing room shall be paid equally between the parties.
6. The arbitrator shall have the authority to order any and all remedies available under applicable law, but shall not have authority to add to, subtract from, or modify the provisions of this Agreement.
7. The arbitrator's decision shall be final and binding. In the event a party fails to honor the arbitrator's award and the prevailing party is compelled to confirm the award in court, attorneys' fees and costs attributable to the court proceedings shall be payable to the prevailing party.

Section 3: NO STRIKE/LOCKOUT

The Union and Employer agree that there will be no strikes, lockouts, slowdowns or work stoppages during the length of this agreement(except related to article 25 (4)).

ARTICLE 9 **ACCRETION CLAUSE**

This Agreement shall apply to all present and subsequently acquired operations of the Employer, related to the scope of work covered, and to all accretions pertaining to the bargaining unit, including but not limited to newly established or acquired operations.

ARTICLE 10 **SUCCESSOR CLAUSE**

This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

It is the intent of this Agreement that in the event the Employer's business is, in whole

or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notices shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction, not including financial details.

ARTICLE 11 **PAST PRACTICES CLAUSE**

The Employer agrees that all conditions of employment in the Employer's operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement are made elsewhere in this Agreement.

ARTICLE 12 **SUBCONTRACTING CLAUSE**

Should the employer subcontract or employ other than glaziers/glassworkers for any of said work under conditions permitted by this agreement, the employer agrees to advise and discuss such subcontracting or hiring of other trades, with the union before actually selecting the subcontractor or other trades. If the union and the employer cannot agree over the assignment of work the employer agrees to give the original assignment of work to the glaziers/glassworkers and be governed by the procedure rules for settlement of jurisdictional disputes pursuant to Article 9 of this Agreement.

ARTICLE 13 **MANAGEMENT RIGHTS**

Except as expressly otherwise provided in this Agreement, the Employer shall have full right to direct the process of the work, work assignment and exercise all function and control including, but not limited to, the selection of the kind of materials, supplies or equipment used in the prosecution of the work, the determination of the competency and qualifications of his/her Employees to ensure that they meet the job requirements (see Checklist appendix X) and the right to discharge any Employee for any just, sufficient cause.

ARTICLE 14 **PRESERVATION OF WORK**

Section 1. To protect and preserve, for the Employees covered by this Agreement,

and all work covered by this Agreement, and to prevent any devices or subterfuge to avoid the protection and preservation of such work it is agreed as follows: If the Employer performs Gamma North Facility 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, (exercise directly) 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 violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquency that resulted by 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) channel.

Section 3. If, after the 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 violations, 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 Fund, plus cost of 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 15 **EMPLOYERS RESPONSIBILITIES**

Section 1. Employers signatory to this Agreement shall place a Surety Bond or cash equivalent with the Union to protect non-payment of wages and fringe benefits. This bond shall be equal to a minimum of \$100,000.00

Section 2. The Employer agrees that regardless of the number of employees he employs, he will provide and cover such employees with Workmen's Compensation, Social Security, New York State Unemployment and Disability Insurance.

Section 3. Members of the Union will not be permitted to work for any Employer, nor will the Union enter into a contract with any Employer who does not prove to the Union's satisfaction that the above coverage is provided for the employee.

Section 4. All out-of-state Employers agree to sign a New York State application for voluntary DBL (Forms DB13S) and a voluntary application for coverage under Section 561 of the New York State Unemployment Insurance law before work commences.

ARTICLE 16 **STEWARDS**

Shop Stewards shall be designated in all shops by the Union and mutually agreed upon by the employer (excluding superintendents). All stewards shall be allowed sufficient time during the regular working hours to perform their duties. The employer shall not dismiss any steward from properly performing their duties. All stewards must complete stewards training course.

Stewards shall have top seniority in the shop which they are assigned. Providing there are five (05) or more employees and the steward is qualified by being trained in multiple areas. Stewards may be relieved of their duties at any time at the discretion of the Local Union. Stewards' duties shall be as follows:

1. See the provisions of this Agreement are observed.
2. Receive and endeavor the first step on all grievances which may be submitted to him.
3. To attend training on understanding the collective agreement to be able to answer questions related to the collective agreement.
4. Be present during disciplinary meetings with employees.
The union will provide a copy of the Steward training to the Company.

The Employer shall submit a list of all eligible stewards. Stewards shall have no authority to threaten, encourage work stoppage or work slow down, such action shall be grounds for dismissal.

ARTICLE 17 **SAFETY**

The Employer and the Union (the members) agree that during the life of this Agreement, they will comply with all applicable federal and state laws concerning occupational safety and health and prevention of workplace violence, including all applicable standards, rules and regulations issued pursuant thereto.

ARTICLE 18 **TRAINING**

Section 1. All employees must complete twenty-four (22) hours of Journeyman Upgrading or Health and Safety Training provided by the J.A.T.C., or Gamma North Alden facility training program and recommendations of the Glaziers local #660 curriculum committee and the employers per raise period (duration of obtaining a minimum of 1500 hours) year in order to be eligible for their next raise. The Union must submit to the Company upon request a list of the training that was completed by the

employees, within 2 weeks of the company asking for the training.

Section 2. All new employees shall be required to complete twenty-two (22 hours) of Journeyman Upgrading or Health and Safety courses per calendar year. A new employee who is hired within the first six (06) months of calendar year must complete 22 hours. Any employee who is hired after six (06) months of contract year must complete 14 hours. New hire mandatory classes will be: OSHA 10 General Industry (10 hour), Intro to Unitized Curtainwall Fabrication (8 hour) and Unitized Curtainwall Fab Piece Drawing Class (4 hour). Or an approved replacement curriculum agreed to by the JATC and the Gamma North management.

Section 3. Upon the Union and the Employers training schedule approval the Union shall submit to the employers a list of classes, names and hours of members attended relating to the approved schedule.

Section 4. In the event the approved training schedule and commitment is not met by the training provider, the employer and the union will agree to meet to negotiate the continuation of training contributions.

ARTICLE 19 **STAR PROGRAM**

The parties of this agreement shall, as soon as practicable, participate and implement the STAR program. Upon approval by the parties for implementation of the STAR program, this agreement shall be deemed modified to include such provisions without the necessity of formal amendment. (Safety Training Awards Recognition)

ARTICLE 20 **SUPREMACY**

The Employer agrees not to enter into any Agreement or contract with his Employees, who are performing work covered by this Agreement, individually or collectively, which in any way conflicts, with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 21 **NO DISCRIMINATION CLAUSE**

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. Nor shall any Employee be discriminated against due to sex, race, creed, ethnic origin, color or religion, age, disability or gender identity. No Employee fulfilling requirements of District Council #4 bylaws may be discriminated against for so doing. All Employee members will be qualified to perform all aspects of the trade.

ARTICLE 22
LOCAL #660 HIRING PROCEDURE

Section 1. The Union shall be the sole and exclusive source of referrals of applicants for employment, subject to Section 5 below.

Section 2. The Employer shall have the right to reject any applicant for employment based on ability.

Section 3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules or regulations, bylaws, constitutional provisions or any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

Section 4. The Union shall maintain a register of qualified applicants for employment established on the basis of the groups listed below.

GROUP 1. Glaziers and Apprentices

GROUP 2. Fabricators and Glassworkers

Section 5. If the registration list is exhausted and the Union is unable to supply qualified applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Union promptly of the name, address and Social Security number of such directly hired employees.

Section 6. Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer in the order of their places on the register.

Section 7. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group.

Section 8. The Employer will have the right to recall any employee within 6 months of layoff regardless of position on list. Gamma to be provided advance notice, whenever possible, in the event of employees being recalled and/or apprentices being taken for field work.

Section 9. Preliminary drug test – The Company may require preliminary drug testing after an offer of employment is made.

Section 10. In the event a union employee shall be considered for a job supervisor position such as team leader, quality control, etc. a job posting shall be posted. Anyone interested shall submit resume, the hiring decision shall be considered by the employer. The Employer has the right to place reasonable training prerequisite

requirements on any supervisory position.

Section 11. Employee may take a leave of absence of up to 6 months in the event they are granted the position outside the bargaining unit within Gamma with no loss of seniority. In the event that they return to the bargaining unit, there will be no loss of seniority.

ARTICLE 23 **JUST CAUSE AND FAIRNESS**

The Employer may layoff for lack of work, and discharge any Employee as he may determine, provided such Employee is given specific reason.

Disciplinary Action:

This article does not alter the at-will nature of the employment relationship. The employment is terminable at-will. As a result, the Employer may terminate an employee at-will without prior notice and without using the following disciplinary procedure. In the same manner, the employee may resign and end their work relationship.

All disciplinary measures/actions and any infractions will not be held against an employee and will remain in the employee's file for not more than 24 months, except in the case of a re-occurrence or a similar infraction.

Disciplinary Procedure:

Absence:

Employees are expected to report to work on time. Absenteeism, early departures from work, and late arrivals place a burden on other employees.

Excessive absenteeism is considered just and sufficient cause for immediate termination of employment.

The employee will be terminated after the following steps:

1. The first infraction, the employee will receive a verbal warning, with a written copy to the union.
2. The second infraction, the employee will receive a written warning with a written copy to the union.
3. The third infraction, can result in the termination of employment.

Lates:

Excessive tardiness is considered to be just and sufficient cause for termination. The employee will be terminated after the following steps:

1. The first infraction, the employee will receive a verbal warning, with a written copy to the union.
2. The second infraction, the employee will receive a written warning with a written copy to the union.
3. The third infraction, can result in the termination of employment.

ARTICLE 24 **TRUST FUNDS**

Contributions to the International Painters and Allied Trades Pension Fund, The Finishing Trades Institute and the Painters and Allied Trades Labor Management Cooperation Initiative

1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund (“the Pension Fund”), the Finishing Trades Institute (“FTI”) and the Painters and Allied Trades Labor Management Cooperation Initiative (“LMCI”) for each employee covered by this Agreement as follows:

a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution as per Article VI of this Agreement to the Pension Fund, FTI and to the LMCI. (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked)

b. Contributions shall be paid on behalf of any employee starting with the employee’s first hour of employment in a job classification covered by this Agreement. This includes but is not limited to, apprentices, journeypersons, trainees and probationary employees.

c. The payments to the Pension, Apprenticeship and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective fund. The Employer hereby understands, accepts and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declaration of Trust as though it had actually signed the same.

d. The Employer shall, with respect to any and all contributions or other amounts 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 Finishing Trades Institute, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as 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 contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections.

e. On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate Schedule 2” and adopt the following required increases to hourly Pension Fund contributions:

Effective May 1st 2022, there shall be a *minimum* increase of 8% above the existing hourly pension contribution rate (as of January 1st 2022).

Effective May 1st 2023, there shall be a *minimum* increase of 6% above the existing hourly pension contribution rate (as of January 1st 2022).

Effective May 1st 2024, there shall be a *minimum* increase of 6% above the existing hourly pension contribution rate (as of January 1st 2022).

Effective January 1st 2022, and each year thereafter, the Pension contribution called for in this agreement shall increase by a *minimum* of 5 percent (5%) of the total negotiated increase in wages and benefits for that year. Such increase will be rounded up to the nearest penny. The Union will notify the employers of the new Pension rate each year. Such increase shall take place on May 1st each year.

2. a. The Employer and Union hereby irrevocably designate as its representatives on the Board of Trustee of the Pension Fund, the FTI and the LMCI such Trustees as are now serving, and who will in the future serve, as Employer and Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

b. The parties hereby further agree to be bound by all actions taken by the Trustees of the IUPAT Pension, the FTI and the LMCI Funds pursuant to the said Agreements and Declarations of Trust.

3. All contributions to the Funds described in paragraph 1 hereof shall be made at such time and in such manner as the Trustees of each respective Fund may require, and the Trustees shall have the authority to have certified public accountant audit the payroll, wage and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

4. If an Employer fails to make contributions, to any of the Funds described in paragraph 1 hereof, on or before **the first Friday, after the 30th day of the following month**, in which work is performed, such failure shall be deemed a violation of this Agreement and 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, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys’ fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer’s liability for

payment under this provision shall not be subject to or covered by any “no strike” clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause.

5. Each of the respective Funds described in paragraph 1 hereof shall, at all times, conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

FINISHING TRADES INSTITUTE OF WESTERN AND CENTRAL NEW YORK-
By Agreement and Declaration of Trust dated January 12, 1999, the Employer(s) and the Union established the FINISHING TRADES INSTITUTE OF WESTERN AND CENTRAL NEW YORK-

- a. The Agreement and Declaration of the Trust shall become part hereto.
- b. Payment of benefits shall be based on hours worked.

(BUFFALO) TRUST FUNDS

1. PAINTERS DISTRICT COUNCIL NO. 4 HEALTH & WELFARE FUND - By Agreement and Declaration of Trust dated September 28, 1966, the Employer(s) and the Union establish PAINTERS DISTRICT COUNCIL NO. 4 HEALTH & WELFARE FUND.

- a. The Agreement and Declaration of Trust shall become a part hereof.
- b. Payment of this benefit shall be based on hours worked.

GLAZIERS L.U. #660 PENSION TRUST FUND - By Agreement and Declaration of Trust dated December 1, 1966 the Employer(s) and the Union established the Glaziers Local Union #660 Pension Trust Fund retirement Account Plan.

- a. The Agreement and Declaration of Trust shall become part hereof.
- b. Payment of Benefits shall be based on hours worked.

Glaziers L.U. #660 SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND By Agreement and Declaration of Trust dated December 1, 1996, the Employer(s) and the Union established the Glaziers L.U. #660 S.U.B. Fund.

- a. The Agreement and Declaration of Trusts shall become part hereto.
- b. Payment of benefits shall be based on hours worked.

The following shall apply to Glaziers L.U. #660 Health Trust Fund, Glaziers L.U. #660 Pension Fund and the Glaziers L.U. #660 Unemployment Fund:

- a. Commencing with the date hereof and for the duration of this agreement and any renewals or extensions thereof the Employer agrees to make payment to the IUPAT Union and Industry National Pension fund for each employee covered by this Agreement in accordance with the schedule set forth in - Section 28 Wages or as determined by the membership.
- 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. 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 the Agreement and Declaration of Trust.

- d. If the employer fails to make contributions on or before **the first Friday, after the 30th day of the following month**, 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 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 25

**UNITIZED/WINDOW WALL PROJECTS
WAGE AND FRINGE BENEFIT PACKAGE
Effective May 1, 2022**

	<u>WAGES</u>	<u>FRINGES</u>	<u>TOTAL</u>
<i>New Hire</i>	\$16.55	\$6.39	\$22.94
<i>Tier 1 Experience</i>	\$17.30	\$6.39	\$23.69
<i>Tier 2 Experience</i>	\$18.05	\$6.39	\$24.44
<i>Tier 3 Experience</i>	\$18.80	\$6.39	\$25.19
<i>Tier 4 Experience</i>	\$20.30	\$6.39	\$26.69
<i>Team Leader 1</i>	\$21.80	\$7.28	\$29.08
<i>Team Leader 2</i>	\$24.80	\$7.28	\$32.08

Fringe Benefits:

<i>L.U. 660 Health Fund</i>	\$4.00	\$4.00
<i>L.U. 660 Pension Fund</i>	\$0.45	\$0.85
<i>I.U.P.A.T. Pension</i>	\$1.59	\$2.08
<i>D.C. #4 STAR</i>	\$0.15	\$0.15
<i>D.C. #4 Training Fund</i>	<u>\$0.20</u>	<u>\$0.20</u>
<i>Total Fringe Benefit Package</i>	\$6.39	\$7.28

\$1.50 per hour increase for specialty duties

Team Leader – A designated person solely through the employers’ discretion.

Specialties Worker– Employees to be paid a \$1.50 premium per hour only when performing specialty duties. Specialty duties will consist of the following: CNC machinery, motorized caulking machines, Armour Guard Protective Spray coatings.

Any worker performing specialty duties on overtime pay shall continue to receive the \$1.50 premium only, overtime rates shall not apply

Once a member's rate of pay is established from new hire thru Tier 4, their next pay increase will go into effect once they have worked 1500 hours and completed the required training hours. The only wage increase after Tier 4 shall be contractual raises.

Any current employee recalled for employment shall be placed at current rate and regular rate progression and increase shall apply.

In the event an appointed team leader is re-assigned or removed, their regular scheduled pay rate shall apply.

Increase:

5/1/2023 - \$1.00 minimum of \$.15 cents into International Pension

5/1/2024 - \$1.50 minimum of \$.15 cents into International Pension

Deductions

Dues Check-off: Three percent (3%) from gross wages.

Increase:

1500 Hour Pay increase shall be paid on next full week after hours are accumulated

Contract Increase shall be paid on next full week of payroll

ARTICLE 26
JURY DUTY

Inside workers called for jury duty will be compensated the difference between their regular rate of pay and the pay received for jury duty based on a regular eight (8) hour day. Contributions to the various funds will be made only on the hours paid by the Employer for a maximum of two weeks once in four calendar years dating from June 1, 1997 and for four calendar year periods thereafter or as long as this section remains in any agreement existing between the Employees and the Union. When an employee serves more than two weeks on jury duty the Employer the Union and the employee will try to arrange a new work schedule during this period at a time and rate of pay mutually agreeable to all.

ARTICLE 27
DRUG FREE AND ALCOHOL-FREE WORKPLACE

Section 1. The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy. See attached Appendix (A) Policy

Section 2. The parties to this agreement recognize the need to provide and maintain a drug-free and alcohol free workplace. Each party agrees that it will comply with any employer mandated substance abuse program. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident where allowed by law.

Section 3. All such substance abuse programs, rules or regulations, shall be submitted to the union for review prior to implementation by the Employer.

ARTICLE 28
TOOL REQUIREMENT

The following tools are required as per the collective bargaining agreement of glaziers local 660. Each classification of workers may require different tools but it is simply the responsibility of each worker to provide there own personal hand tools. In the event a worker does not have proper tools it may effect work status. The list of tools shall be as follows:

- | | |
|-------------------------------|---------------------------------------|
| 1. TOOL BOX | 11. SCREWDRIVERS (PHILIPS, STRAIGHTS) |
| 2. CLAW HAMMER | 12. FILES (fine & course) |
| 3. MALLET | 13. TAPE MEASURE 25 FT (minimum) |
| 4. WORK BOOTS W/COMPOSITE TOE | 14. SMALL PRY BAR |
| 5. HACK SAW & BLADES | 15. SQUARES (speed & slide squares) |
| 6. UTILITY KNIFE | 16. STRIKING TOOLS/SLICKERS |
| 7. RAZOR SCRAPER & BLADES | 17. PUTTY KNIFES |
| 8. VISE GRIPS | 18. CENTER PUNCH |
| 9. PLIERS | . |
| 10. VINYL SNIPS | . |

Any employee shall be subject to a required tool inspection. All employees shall have all tools as described as above no later than 30 working days from hire. Gamma will, wherever possible and advantageous, provide appropriate power tools to departments as needed.

ARTICLE 29

DURATION AND EXPECTATION

1. This agreement shall take effect on May 1, 2022 and shall expire on April 30, 2025 at 12:00 midnight.
2. In the event the Employer and Union desire to extend the terms of this Agreement for another year to expire on the subsequent anniversary date such extension shall be in writing executed by the Employer and the Union through their duly authorized officers. If either party desires to negotiate changes in this agreement for a subsequent year or years that party shall serve notice in writing upon the other at least sixty (60) days but not more than ninety (90) days prior to the expiration date of the changes desired. Every effort shall be made to consummate the negotiations at least fifteen (15) days prior to the expiration date.
3. Any provisions in this Agreement or application of such provisions or circumstances which shall be in conflict with any Federal or State legislation or which shall be held invalid or unenforceable by a court of law or equity or by an administrative governmental agency with appropriate jurisdiction shall not render the balance of this Agreement null and void. The Employer and Union shall meet within thirty (30) days after such provisions has been declared null and void or unenforceable to negotiate a substitute provision and incorporate same within the balance of the otherwise valid Agreement.

The Undersigned Employer and I.U.P.A.T. District Council #4 Glaziers Local #660 agree to be bound by this Agreement. **(Gamma North Alden, NY Facility)**

Employer-Corporate or Company

Address

City State Zip

Phone

Fax

Tax I.D. Number

Worker's Compensation Ins. Co.

Worker's Comp. Ins. Policy No.

Expiration date of Worker's Comp. Policy

Employer Signature and Title

Union Representative Signature and Title

Date

Expiration date of contract April 30th, 2025

APPENDIX A – DRUG AND ALCOHOL POLICY & PROCEDURE

I. POLICY:

Gamma North is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. Therefore, Gamma North has established the following policies:

- A. It is a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol, including beer; henceforth the term alcohol will include beer.
- B. It is a violation of company policy for anyone to report to work under the influence of illegal drugs or alcohol-that is, with illegal drugs or alcohol in his/her body.
- C. It is a violation of the company policy for anyone to use prescription drugs illegally.
- D. As a condition of employment at Gamma North, all employees must abide by the terms of this policy and must notify Gamma North in writing of any conviction of a violation of a criminal drug statute occurring in the workplace or otherwise, no later than five calendar days after such conviction.
- E. Violations of this policy are subject to disciplinary action up to and including termination.

II. ADMINISTRATION

- A. The Gamma North Drug and Alcohol program administrator who is designated to monitor, facilitate, and answer questions pertaining to these procedures is the Gamma North HR Director or their competent designee.
- B. The Gamma North HR Director or their competent designee shall act as the program Designated Employer Representatives (DER).
- C. All supervisors must make every effort to be aware of an employee's condition at all times the employee is working for the company. The supervisor must be able to make reasonable suspicion observations to determine if the employee is impaired in some way, and be prepared to implement the requirements of this policy if and as necessary.

III. PROGRAM COVERAGE

A. General

1. The policy covers all Gamma North full-time, part-time and temporary employees.

B. DOT/FMCSA Employees

1. In addition to this policy, Gamma North employees who fall under the DOT/FMCSA requirements (CDL Drivers) will be subject to the controlled substance and alcohol use and testing rules as specified in 49 CFR Part 40 and part 382

IV. TESTING

A. Pre-employment Testing

1. Gamma may require drug and/or alcohol testing after an offer of employment, but before the applicant's employment start date. A positive drug or alcohol test result will lead to a withdrawal of the employment offer.

B. Reasonable Suspicion Testing

1. When there is reasonable suspicion to believe that an employee is using illegal drugs and/or appears to be impaired by drugs or alcohol; that employee shall be required to undergo drug and/or alcohol testing.
2. Reasonable suspicion shall include situations where illegal drugs or alcohol are found on Gamma North's premises or owned vehicles, and the person who the illegal drugs or alcohol belongs to does not own up to it. In such situations, depending on where the drugs or alcohol are found, all personnel in the plant or office, or the individual(s) who use the company vehicle in question shall be subject to drug and alcohol testing.
3. If an employee is mandated for reasonable suspicion drug and alcohol testing, the employee must report for the testing immediately and no later than the end of their shift of that day. The employee will be suspended with-out pay during the initial evaluation period, which shall not exceed three (3) days. In the event of a negative result Gamma North will pay any lost wages.

C. Post-Accident Testing

Post-accident drug and alcohol testing are required when:

1. An employee is involved in an on-the-job personal injury accident that requires medical treatment or results in lost time.

2. An employee is involved in an on the job accident/incident where the employee refuses medical care but the accident/incident is deemed to be the employee's fault (disobeying rules, unsafe behavior or work practice, etc.) or, where damage to property is in excess of \$5,000.00 occurs, or.
3. An employee is involved in a motor vehicle accident, that is deemed to be the employee's fault (rear end other vehicle, failure to yield right-of-way, violation of vehicle and traffic law, etc.) or resulting in damage in excess of \$2,500.00 while operating a company owned vehicle.

D. Follow-Up Testing

1. Employees who test positive for drug or alcohol will have a follow up test to confirm or refute the results of the initial test.
2. As part of a program of treatment for drug or alcohol abuse (including follow-up), any employee who has tested positive and has been offered a Last Chance/Rehabilitation opportunity, shall be subject to random testing's for a minimum of two year from the date they signed the Last Chance/Rehabilitation Agreement. Refer to section B7 and B8 of this policy and procedures for details of the of the Last Chance/Rehabilitation Agreement provisions.

V. TESTING PROCEDURES

A. General

1. All controlled substances testing specimens shall be analyzed by a laboratory that is National Institute on Drug Abuse (NIDA) certified, and that observes applicable chain-of-custody procedures.
2. When a specific time for an employee's test has been scheduled, and the employee does not appear at the collection site at the scheduled time, the collection site personnel will contact Gamma North DER. If the DER contacted is not the Gamma HR Director, the DER contacted shall consult with the HR Director to determine if the employee's action constitute refusal to be tested.
3. At the collection site, the employee will be required to empty his/her pockets and display the items in them. A refusal to empty all pockets as directed by the collector will be considered as a refusal to be tested.
4. If a urine specimen temperature is outside the acceptable range (90 – 100 degrees F.), the collector must immediately require a new collection, under direct observation. An employee who refuses to

- provide a second specimen, or who refuses to permit a direct observation collection, will be considered as a refusal to be tested.
5. If any employee reports for collection and is unable to produce a specimen, the employee will be required to wait at the collection site a reasonable amount of time to produce the specimen. If the employee is unable to produce a specimen within one hour, the collection site MRO will contact the Gamma North DER.
 6. A negative dilute drug test (or the report of an invalid specimen) will result in the employee being required to immediately take another test, with minimum advance notice.
 7. The NIDA certified lab shall forward the results of every drug test to the Gamma North designated Medical Review Officer (MRO) for review.
 8. If the test result is negative, the result will be reported by the MRO to Gamma North's DER.
 9. If the test result is positive, the MRO shall contact the employee, and will give the employee an opportunity to discuss the test results prior to making a final decision to verify a positive test result.

B. Positive Results Procedure

1. The MRO shall inform the employee of his/her right to request a retest of the same specimen at a different NIDA certified laboratory. Such request must be made by the employee within seventy-two (72) hours of the employee having been informed of a verified positive test result, unless the employee presents information to the MRO documenting that serious illness, injury, inability to contact the MRO, lack of actual knowledge of the verified positive test, or other circumstances unavoidably prevented the employee from contacting the MRO within 72 hours.
2. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the reanalysis of the specimen be performed.
3. A positive dilute drug test will be considered to be a positive test. An employee with a confirmed positive test result, or a substituted, adulterated, or invalid test, will have an opportunity to discuss the test result with the Medical Review Officer. If an employee refuses or declines this opportunity, the MRO will report the test result as a verified positive.
4. If, in the MRO's opinion, the employee provides information that medically disqualifies the employee from performing safety-sensitive functions, or that causes the MRO to have concern about the

employee's ability to safely perform his/her safety-sensitive duties, the MRO is required to give that information to the Gamma North DER.

5. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.
6. Upon the receipt of a positive result, the Gamma North DER will meet with the employee. Gamma North encourages sound treatment for drug- and alcohol-related problems and encourages employees to seek help. In an effort to support employees in obtaining treatment, Gamma North will assist employees access services of an Employee Assistance Program (EAP).
7. Gamma North is not required nor obligated to offer any employee that has tested positive for drugs or alcohol a Last Chance/Rehabilitation opportunity, but may consider offering such opportunity to employees who notify Gamma North Management and voluntarily enter an accredited alcohol or drug rehabilitation program prior to any required testing; or to employees whose past work history does not include incidents of poor performance, misconduct, unsatisfactory behavior or repeated warnings of disobeying Gamma North work rules. A last chance/Rehabilitation offer will only be extended provided that it does not impose significant difficulty or expense to Gamma North's operations and that there is a business need for the work performed by the employee that is under consideration for the Last Chance/Rehabilitation opportunity.
8. In the event that an employee is given a Last Chance/Rehabilitation opportunity, the employee shall agree to receive substance abuse treatment through an accredited program, refrain from further use of drugs or alcohol, avoid other workplace problems, sign the Gamma North Last Chance/Rehabilitation agreement, and submit to random follow up drug and alcohol testing for two years from the date of signing the aforementioned agreement.

C. Results Reporting Procedure

1. After verifying the test results, the MRO shall report the test results in a confidential manner to Gamma North's DER. The MRO's report will include:
 - a. The employee's name and Social Security No., or Employee ID No.
 - b. The date of the collection

- c. The reason for the test (e.g., post-accident, reasonable suspicion, etc.).
- d. The test results will be reported as either positive (with the identity of the specific controlled substance), negative, dilute, refusal to test, or canceled, and the date the result was verified by the MRO.
- e. The following is a list of drugs/alcohol for which testing may be conducted and their associated threshold levels at which an employee would be considered under the influence:

Compound	Screen	Confirming
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana (THC)	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
Ethanol (alcohol)	0.03 g/dl	0.03/dl

VI. PRESCRIPTION DRUG USE

- A. If a Gamma North employee undergoes prescribed medical treatment for a controlled substance, the employee is required to report this treatment to the Gamma North DER, who will, in consultation with the Gamma HR Director, take steps to investigate whether the employee's job assignment should be temporarily changed during the period of treatment or whether other accommodations may be appropriate.
- B. Gamma North requires an employee to make such notification as soon as possible, and prior to performing a safety-sensitive function, and to provide written documentation from the prescribing licensed

medical practitioner that the medication(s) will not affect the employee's ability to safely perform their job.

- C. Gamma North reserves the right to obtain an independent medical opinion regarding the potential effects of a prescription or over-the-counter drug and the employee's ability to perform safety-sensitive functions or other aspects of their job.
- D. Gamma North may, as it determines necessary, and when possible, temporarily reassign the employee to non-safety-sensitive functions for the duration of his/her use of such prescribed drug(s). However, due to the safety sensitive nature of most jobs of our operations, Gamma North can make no guarantee that these accommodations can always be made.

VII. INTERVENTION

A. Reasonable Suspicion

1. Due to the fact that substance abuse often involves denial of the problem many abusers do not voluntarily seek treatment. In such cases, Gamma North reserves the right to intervene.
2. Whenever a supervisor or manager believes an employee's behavior and/or action(s) may be related to the use of drugs or alcohol, the supervisor or manager will take appropriate action, which may include a drug and/or alcohol test.
3. Whenever an employee has reasonable suspicion, that the questionable behavior and/or action(s) of a fellow employee, supervisor, or manager may be related to the use of drugs or alcohol, the employee should contact Gamma North's HR Director or their competent DER designee who shall keep the information confidential and pursue the situation based on appropriate procedures outlined in this policy.

B. Supervisors Role

It is the responsibility of supervisors to meet with employees whenever they see changes in their performance or behavior that may suggest the presence of a drug or alcohol problem. The supervisor shall consult with the HR Director as needed and if trained to do so the supervisor or the competent DER Designee shall:

1. Remain calm and do not overreact or dramatize the situation at hand
2. Maintain complete confidentiality during the process.
3. Discretely remove the employee from the work area.

4. Inform the employee that he/she may have violated the drug and alcohol rules and must submit to a reasonable suspicion test.
5. Focus on the specific facts that they observed; not to gossip or hearsay.
6. Give the employee a chance to respond.
7. Assure the employee that the testing is accurate, private and fair when performed under the Gamma North process.
8. Advise the employee on accessing the EAP services program.
9. Inform the employee that his/her refusal is considered a positive result and may result in termination of employment.
10. Notify the collection facility that the employee is being sent for testing.
11. Escort or make arrangements for the employee to get to the collection site for the drug and alcohol test and to get home following the collection process.
12. Verify that the employee has a valid form of photo identification to present at the collection site.
13. For the safety of the employee and the general public, the supervisor must take all possible steps to ensure that the employee in question does not drive any vehicle. Contact family member, taxi or car service as need be. If the employee refuses assistance with transportation, it will be considered a refusal to be tested, and the employee will be subject to the consequences that follow a positive test result.
14. After a reasonable amount of time has passed, call the collection facility to determine whether the collection procedures were completed. The testing results shall not be requested or delivered to the supervisor.
15. Notify the Gamma North HR Director or their competent DER designee and apprised them of the situation at hand.
16. Document the referral on the Gamma North Reasonable Suspicion Drug & Alcohol Testing Form, found in the Appendix section.

C. Self Identification

- a. Gamma North encourages early diagnosis and sound treatment for drug- and alcohol-related problems and encourages

employees to voluntarily and confidentially seek help. In an effort to support employees in obtaining treatment, Gamma North will assist employees in accessing the services of an Employee Assistance Program (EAP).

- b. The EAP service provides assessment, counseling, and referral services for employees with drug and alcohol related problems and other personal problems. This service should be accessed directly and is available 24 hours a day, 365 days a year. The EAP service provides experienced counselors to help with personal problems, including those related to drugs or alcohol. Anonymity and confidentiality are assured.
- c. An employee who admits to a drug and/or alcohol problem will be given an opportunity to obtain a chemical use assessment. Prior to the assessment, however, Gamma North will require the employee to sign a release of information that will enable Gamma North's DER to receive the results of the assessment, and to receive subsequent reports related to the assessment, and the employee's successful completion of all recommendations for assistance. The employee will be required to sign the Gamma North Last Chance/Rehabilitation Agreement and submit to follow up drug and alcohol testing. Refer to sections B7 and B8 of this policy and procedures for details of the Last Chance/Rehabilitation Agreement provisions.

D. Possession/Confiscation of Drugs and Alcohol

1. Gamma North unequivocally prohibits the illegal possession of drugs and alcohol while at work. These items are subject to confiscation and turn over to legal authorities as applicable by law.
2. Supervisors should immediately contact the Gamma North's HR Director or the on-site DER if possession of illegal drugs and/or alcohol is suspected.
3. Supervisors should not confiscate these items without direction of the Gamma North HR Director, or the on-site DER, or appropriate law enforcement authority.

VIII. TRAINING

The Drug and Alcohol Policy training shall be conducted with all employees as follows:

A. Employees

1. New employees shall be trained on this policy at time of hire as part of the new employee safety orientation process.
2. All employees will be trained on this policy every 24 months or when changes occur, whichever is less.

B. Managers/Supervisors

1. Managers and Supervisors will be trained on this policy every 24 months or when changes occur, whichever is less.
2. Managers and supervisors shall complete reasonable suspicion training so that they have the skills and know-how to recognize and appropriately handle situations with employees who are exhibiting signs of drug or alcohol abuse; adhering to the procedures outlined in this policy.

C. Records

1. Training records will be maintained by the Gamma North HR Director or their competent DER designee.
2. Training records will consist of lesson plan used to conduct the training and signed attendance sheet, or their equivalent. For new employees, the training documentation will be the signed Gamma North New Employee Safety Orientation Acknowledgment Form

IX. CONSEQUENCES OF VIOLATION OF THIS POLICY

- A. Violations of this policy are subject to disciplinary action up to and including termination.
- B. An employee who was granted a Last Chance/Rehabilitation opportunity engages in prohibited conduct a second time will be subject to immediate termination of employment.
- C. An employee who is convicted of driving under the influence of controlled substances and/or alcohol while operating a company owned vehicle or operating a personal vehicle on company business will be immediately terminated from employment.
- D. An employee who refuses to submit, to required testing for alcohol and/or controlled substances will be considered to have voluntarily resigned.
- E. When an employee is using a prescription medication that would effect a safety sensitive position and provides no written notice or authorization from a licensed medical practitioner advising that the employee may continue to safely perform their job duties while using

the medication, Gamma North reserves the right to place the employee on unpaid leave until such information is received by Gamma North's or until the medication is no longer required.

X. Employee Assistance Program (EAP) Services

The Gamma North HR Director and/or the Designated Employer Representative can be contacted to obtain information and assistance in accessing EAP services; through their medical insurance, the NYS Office of Alcoholism and Substance Abuse (OASAS), or other EAP services providers.

APPENDIX:

DRUG & ALCOHOL PROGRAM - KEY CONTACTS	
Program Administrator	<p>Howard Astroff – Director of Human Resources Main: 905-695-6996 x 135 Cell: 416-457-2559 Howard.Astroff@GammaNA.com</p>
Designated Employer Representatives (DER)	<p>1^o - Howard Astroff – Director of Human Resources 2^o – Designated Health & Safety Committee Representative (716) 902-5100 ext. 171</p>
Medical Review Officer (MRO):	<p>Dr. Stuart Dorphman, MD Health Works Of WNY Depew Depew, NY 14043 Office 716-206-0390 Fax 716-206-0394</p>
Drug & Alcohol Testing Facility:	<p><u>Collection Site</u></p> <p>Health Works Of WNY Depew 6199 Transit Road, Depew, NY 14043 Phone #: 716-206-0390 Fax #: 716-206-0394</p> <p><u>Laboratory</u></p> <p>Clinical Reference Laboratory 8433 Quivira Road, Lenexa, KS 66215 Phone #: (913) 492-3652</p>
Employee Assistance Program (EAP) Services	<p>Howard Astroff and/or Designated Health & Safety Committee Representative (See above)</p> <p>NYS Office of Alcoholism and Substance Abuse Services (OASAS) https://www.oasas.ny.gov/accesshelp/index.cfm NYS HOPE LINE - 1-877-846-7369</p>



REASONABLE SUSPICION DRUG & ALCOHOL TESTING FORM

Use this form to document any situation that you believe is caused by drugs or alcohol. You do not need to be absolutely certain that alcohol or drugs are involved. If you think there is a reasonable chance of alcohol or drug involvement, you must refer the employee for a reasonable suspicion drug and alcohol test.

Name of Employee Observed: _____

Location of Observation(s): _____

Date Observed: _____ Time of Observation(s): _____

Below is a list of indicators of possible drug and/or alcohol use and abuse: The more indicators are observed the more likely it is that the person in question may be under the influence of drugs and/or alcohol, and as such is subject to reasonable suspicion drug and alcohol testing. In the event that any Gamma North manager or supervisor that has completed the Gamma North Drug and Alcohol reasonable suspicion testing training, observes a Gamma North employee exhibiting two (2) or more of the indicators listed below, the manager/supervisor will check all items that apply and shall refer the employee in question for reasonable suspicion testing for drugs and alcohol.

- I smelled what I know to be the smell of alcoholic beverages on the above noted employee.
- I smelled what I know to be the smell of marijuana on the above noted employee.
- Employee was found with drugs or drug paraphernalia or alcoholic beverage in his possession

THE ABOVE NOTED EMPLOYEE EXHIBITED ONE OR MORE OF THE FOLLOWING:

- Was observed to have glassy, blood shot eyes, dilated pupils and slurred speech
- Employee weaved or had to continually catch balance when walking.
- Employee swayed back and forth when standing still; had to catch his balance repeatedly.
- Employee was constantly arguing and yelling at co-workers for no reason;
- Employee struck another person or exhibited violent behavior, or acted in a bizarre or irrational manner.
- Employee struck company equipment/vehicle with an object (e.g., stick, tool, etc.), or intentionally damaged or destroyed company equipment/vehicle.
- Employee was driving a vehicle or operating machinery erratically (e.g., weaving on the road, speeding, hitting objects with the vehicle, not following safety rules, etc.) .
- Employee was sleeping on the job during non-break time.
- Deteriorated appearance and hygiene; excessive absenteeism and tardiness have become a patterns for employee
- Employee is exhibiting signs of hangover (vomiting, anxiety, constant complaining of fatigue and headaches, sensitivity to light and noise, hyper-salivation, excessive sweating, erratic motor function including tremors, etc.)
- Other (Specify) _____

Comments: What did you see? Be specific and descriptive:

Person completing this form acknowledges to have completed the Reasonable Suspicion Drug and Alcohol Testing Supervisory training:

Print Name: _____

Title: _____

Signature: _____

Date: _____



**DRUG AND ALCOHOL FREE WORKPLACE
LAST CHANCE / REHABILITATION AGREEMENT**

Name of Employee covered by this agreement (Print): _____

Name of Gamma North Manager explaining this agreement to the above named employee (Print): _____

In lieu of terminating employment of the above named employee who violated the Gamma North Drug and Alcohol policy, Gamma North is extending this employee a Last Chance / Rehabilitation Agreement, which the employee must comply with in order to be eligible for employment with Gamma North. As such, the above named employee agrees to the following provisions of this agreement:

1. The above named employee tested positive for drugs and/or alcohol, which is a serious violation of company policy. Instead of immediately terminating employment, the above named employee will be suspended from work without pay until such time that he is released by a Substance Abuse Professional from an accredited treatment program, or 90 calendar days from the signing of this agreement, whichever is shorter. Should the employee fail to be properly certified to return to work by the Substance Abuse Professional and return to work within 90 calendar days he/she shall be terminated from employment.
2. The employee has received another copy of the Gamma North drug and alcohol policy and agrees to comply with all provisions of the policy.
3. The employee agrees to abstain from the use of illegal drugs, alcohol and misuse of prescription medications.
4. The employee will actively participate in the Gamma North employee assistance program (EAP). The employee will schedule [his/her] first EAP appointment no later than one week from the date of this Agreement.
5. If instructed by the Substance Abuse Professional to seek professional medical help with regards to their use of drugs or alcohol abuse, the employee shall seek such help and comply with all recommendation given by the medical professional. The employee further agrees to sign the appropriate Medical Release Authorization to allow Gamma North to receive information from the medical professional.
6. The employee agrees that all costs of medical consultation and treatment will be their responsibility.
7. If absence from work is necessary as part of the treatment or rehabilitation, the employee may use any accrued sick leave, vacation or personal leave as allowed by the Family and Medical Leave Act (FMLA) .
8. The employee agrees to unannounced periodic follow-up drug and/or alcohol testing for a period of two years from the date of this agreement.
9. The employee understands that Gamma North is an employment-at-will employer. The employee agrees to comply with all company policies, practices and procedures and understands that this agreement in no way prevents the employer from taking disciplinary action, including termination, for violations of company rules.
10. The employee accepts that this agreement is [his/her] last chance to remain employed at Gamma North while addressing [his/her] drug and/or alcohol abuse. Failure to comply fully with the provisions of this agreement will result in immediate termination.

By signing below, I acknowledge that this agreement has been explained and all provision understood.

Employee signature

Date

Gamma North Manager Signature

Date

Union Representative or Witness Print Name and Signature (if Applicable)

Date

CERTIFICATION OF RECEIPT

Drug & Alcohol Policy

By signing below, I certify that I have received a copy of, and have read the Gamma North Drug and Alcohol Policy including testing requirements and consequences for positive drug and alcohol tests.

I understand that as a condition of employment with Gamma North, I must comply with these guidelines, and do agree that I will remain medically qualified by following the Gamma North Drug and Alcohol policies and procedures. If I develop a problem with alcohol or drug abuse during my employment with Gamma North, I will seek assistance through my supervisor, or the Director of Human Resources or the Corporate Health, Safety and Risk Management Manager.

Employee Name (Print): _____

Employee Social Security Number: _____

Employee Signature: _____ Date: _____

Supervisor's Name (Print): _____

Supervisor's Signature: _____ Date: _____