

ARTICLES OF AGREEMENT

DELLEN MANUFACTURING COMPANY, INC.

AND

**ST. LOUIS – KANSAS CITY CARPENTERS REGIONAL
COUNCIL
UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**

JANUARY 1, 2019 – DECEMBER 31, 2021

**RESIDENTIAL AGREEMENT
ARTICLES OF AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of January, 2019 by and between DELDEN MANUFACTURING CO., INC., Party of the First Part, hereinafter referred to as the Employer, and the UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, ST. LOUIS-KANSAS CITY REGIONAL COUNCIL, Party of the Second Part, hereinafter referred to as the Union.

**ARTICLE 1
PURPOSE**

It is acknowledged by the parties to the Agreement that it is in the best interest of the residential construction industry to stabilize wages, hours and working conditions; to create an available pool of labor from which skilled and proficient craftsmen shall be provided; and to institute a training program for journeymen and apprentices to meet the needs of this segment of the industry.

**ARTICLE 2
JURISDICTION OF AGREEMENT**

The jurisdiction of this Agreement shall extend to and include the counties of Jackson, Cass, Clay, Platte and Ray counties in Missouri and Wyandotte, Johnson and Leavenworth counties in Kansas. For other counties in the jurisdiction of the Carpenters' Regional Council and covered by the Kansas City contract with the Builders' Association, the wage rates shall be negotiated on a job-by-job basis and the remainder of this Agreement shall apply.

**ARTICLE 3
DEFINITION**

"Residential" construction is hereby defined as any wood frame residential structure, regardless of height, of living space. Residential construction shall also include wood frame group homes and one-story structures for the care and housing of senior citizens (this clause shall accommodate the existing practice in the industry). Additionally, residential construction is defined to include the alteration or repair of single family houses, residential buildings of six stories or less, or any building of six stories or less being converted to residential use. This definition includes detached garages in association with duplexes, apartment complexes and other residential type facilities. This also includes doors in buildings not being used for the operation of a business that is located at a residence. Doors in excess of 9 feet in height in these cases will be installed at the commercial rates. Where a residential structure is designed to sit on top of a one story residential parking garage and the total job is let as one contract, both the parking garage and structure shall be built using residential rates. This Agreement is applicable to residential work under this definition.

All Employers who are parties to this Residential Agreement agree to be bound to the terms of the commercial/industrial agreement between the Builders' Association and the Carpenters Regional Council when they perform work covered by that Agreement. This paragraph shall not apply to any residential employee who transfers from the residential construction department to the commercial/industrial department on a permanent basis.

**ARTICLE 4
MINIMUM WAGES**

Residential Journeyman

Wage/Benefit Increase

Effective	Increase	Wage
January 1 st , 2019	\$0.90*	\$20.80
January 1 st , 2020	\$0.85*	TBD
January 1 st , 2021	\$0.85*	TBD

Extra or additional labor not covered on pay sheets will be charged in 15 minute increments. In the second and third year of this agreement the company will provide a new pay schedule that reflects the agreed upon increases. No other provisions of this agreement shall be a mandatory subject of bargaining unless specifically spelled out in this agreement. Should either party wish to bargain any other point it must be agreed to by both parties.

*These amounts may be reduced as provided for in ARTICLE 5, Section (E) (6).

No Carpenter employee working regularly for an Employer who becomes signatory to this Agreement shall suffer a reduction of pay due to the fact that the Employer becomes party to this Agreement.

Effective January 1st, 2019 the rate paid by the Employer for mileage will be based on the IRS's current reimbursement rate of \$0.58. The rate will be automatically adjusted to reflect future changes made by the IRS. In no event, however, will the mileage rate paid by the Employer ever be less than \$0.495 or greater than \$0.595. Mileage to start at a 30 mile radius from 3530 N.E. Kimball Dr. KCMO 64161. No drive time between jobs unless a predetermined trip charge has been arranged and approved. No Mileage will be paid on wait time or on additional labor charges.

Effective January 1st, 2019 through December 31st, 2019, \$0.35 of the \$0.90 increase will be applied to mileage.

Effective January 1st, 2019, apprentice and trainee wages and contribution rates for the Pension and Health and Welfare Fund shall be a certain percentage of the journeyman scale. The applicable percentage is based on the apprentices' period in the apprenticeship program or the trainee's term. See attachment A.

**ARTICLE 5
FRINGE BENEFIT PROGRAM**

A. HEALTH & WELFARE FUND

Employers covered by this Agreement shall contribute Seven dollars and twenty-five cents (\$7.25) per hour for each hour worked (whether regular or overtime) by each employee to the Carpenters' Health & Welfare Plan. This fund shall be administered jointly in accordance with the Trust Agreement executed between the parties hereto dated April 1, 1966 as amended, providing for such fund and further providing that all of the trustees of the fund shall be appointed by the Association and the Council with each of these parties hereto naming one-half of the

trustees. Payments required herein shall be paid monthly to such depository as may be designated by the trustees to receive the payments for the welfare fund. Upon receipt of said payments the depository shall pay over said payments into the Carpenters' Health & Welfare Plan for the purpose set forth in the Trust Agreement creating the same.

B. INDUSTRY ADVANCEMENT & EDUCATIONAL FUND

The Employer shall contribute Five Cents (\$.05) per hour for each hour worked (whether regular or overtime) by each employee to a fund to be administered by the Builders Association and the Carpenters Regional Council for the purposes of and as set out in the document creating the Carpenters Regional Council Apprenticeship Fund. Payments required herein shall be paid monthly to such depository as may be designated to receive the payments for this fund. Upon receipt of said payment the depository shall pay over to the Carpenters Regional Council Apprenticeship Fund said payments for the purposes of the program. One purpose of this fund is to pay the costs of the apprenticeship and other educational programs. This fund shall be administered at all times in conformance with any state or federal laws applicable to such funds.

C. PENSION FUND

The Employer shall contribute Two dollars and thirty-seven cents (\$2.37) per hour for each hour worked (whether regular or overtime) by each employee to the Carpenters Pension Plan. This fund shall be administered jointly in accordance with the Trust Agreement executed between the parties hereto dated May 14, 1968 providing for such fund. Payments required herein shall be paid monthly to such depository as may be designated by the trustees to receive the payments for the pension fund. Upon receipt of said payments the depository shall pay over said payments into the Carpenters Pension Fund for the purposes set forth in the Trust Agreement creating the same.

D. VACATION FUND

The Employer shall withhold One dollar (\$1.00) per hour for each hour worked (whether regular or overtime) from wages and submit employee contributions at the appropriate hourly rate as indicated above for each hour worked by each employee covered by this Agreement to the CARPENTERS VACATION TRUST FUND OF ST. LOUIS. The reporting, payment and administration of such vacation and holiday payment shall be governed by the terms of the trust agreement creating the CARPENTERS VACATION TRUST FUND OF ST. LOUIS, and the Employer agrees to be bound by that trust agreement.

Upon thirty (30) days' prior written notice by the Union to the Employer, the Union may increase the amount of the hourly Vacation and Holiday pay not more than once in each calendar year.

E. GENERAL

1. Payments made pursuant to paragraphs A, B and C above shall be paid to the depository in a lump sum. Written reports shall be due concurrently with payments as set out above, and shall in all instances be made by the 10th day of each month for payments due in the last preceding month on forms furnished by and containing such information as the trustees of the fringe benefit programs may require.

2. In the event that an Employer has failed to pay in full the amount to the fringe benefit funds under this Article, and such failure has continued fifteen days, the Union may, after at least one weeks' notice in writing to the Employers main office with a copy to the Association, direct the

employees of such Employer to discontinue or refuse to work for such Employer until all sums due from that Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the Trustees and may be exercised by the Union notwithstanding the arbitration provisions set forth in Article XIII.

3. If the payment of any sums pursuant to this Article is made later than twenty days after the time specified herein, the respective trustees may require the Employer to add ten percent (10 %) to the amount due or \$50.00 whichever is greater, plus one percent (1%) per month as liquidated damages. If it becomes necessary for the trustees to file suit against the Employer for delinquent payment on monies to such funds, the Employer agrees to pay, in addition to the liquidated damages, all litigation costs, including a reasonable attorney fee.

4. It is further agreed by an between the parties hereto that the fringe benefit funds will be used and operated at all times in such a manner that payments by the Employer contributors will be deductible as expense items of said Employers for income tax purposes with all governmental taxing units.

5. Each Employer shall, upon request of an official designated agent of the fringe benefit programs, permit such agent or designee during regular business hours to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours paid for employees, monies withheld from employees for taxes paid on account of employees, and all other records relevant to and of assistance in determining whether the Employer's obligations hereunder to make payments to the depository have been faithfully performed

6. The Union shall have the right to designate that a portion of any general hourly wage increase provided for in this Agreement shall be applied to the health and welfare plan and/or to the contribution to the pension plan. In the event the Union exercises its' right to designate that a portion of any general hourly wage increase shall be applied as provided in this paragraph, it shall notify the Employer in writing prior to the effective date of any such general hourly wage increase and the wage rates set forth in this Agreement shall be reduced accordingly.

**ARTICLE 6
SUPPLEMENTAL DUES CHECK-OFF**

In accordance with the terms of an individual voluntary written authorization and checkoff of membership dues in a form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act as amended, the Employer shall deduct \$24.00 per month for journeymen and \$24.00 per month for apprentices as dues check-off. The Carpenters' Regional Council may increase these amounts provided the Union gives written notice of such effect at least thirty days prior to the effective date of such increase. All authorized dues check-off amounts shall be deducted from employee's wages.

**ARTICLE 7
HOURS OF WORK & WORK RULES**

A. Eight hours shall constitute the regular work day, from 8:00 A.M. to 4:30 P.M. except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below.

The starting time may be advanced or delayed by two hours on either side of 8:00 A.M., with notification to the Carpenters' Regional Council. The advanced or delayed starting time must run for a period of at least five days and must apply to the entire carpenter crew on the project.

B. All work installed by the piece shall be done at a time mutually acceptable to the Employer and employees and shall not conform to specific hours of employment in the workday. (SEE PIECEWORK INSTALLATION ATTACHED HERETO.)

C. No work shall be done, except to save life or property, on the Fourth of July or on Labor Day.

D. All regular employees covered by this Agreement, in order to qualify for holiday pay, must work either the day before or the day after the holiday (provided that work is available). If an employee is confined to the hospital, he or she must have worked one day in either the week before the holiday, or the week after, in order to qualify for holiday pay.

If the employee wishes either the day before or the day after the holiday off, the employee is required to give the superintendent seven (7) days' notice prior to the holiday. Regular employees, who have been laid off within ten (10) working days prior to the holiday, shall receive compensation of eight hours at straight time, if no work is performed for the following legal holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Years Day.

If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday.

E. No apprentice shall be permitted to perform work without supervision of a Journeyman or Foreman.

Upon approval by the Department of Labor, the maximum allowed journeyman to apprentice ratio for this Agreement shall be one to one with no more than one-third of the Employer's total Carpenter workforce to be apprentices.

F. The Employer shall be the sole judge of the classification designation and ratio of Journeymen and/or Foremen, etc. except as provided in the paragraph above.

G. The employees shall be required to provide odometer reading to the Company when requested.

H. There shall be a meeting for the installers on Monday mornings to discuss problems and adjust tickets where required.

I. There shall be a policy statement issued by the Company outlining expected conduct by employees.

J. Employees of the non-union commercial operation of the Employer will not be allowed to work in the Residential Department. Residential installers will, on a limited basis, will be allowed to perform work on commercial jobs. If residential installers perform "commercial" type work they will be compensated at the rates on the commercial piecework rate sheets.

K. Installers will earn 3% commission on whole job type sales

L. Payroll shall be due by 12:00 p.m. every Monday.

**ARTICLE 8
SUBCONTRACTOR**

Employers' signatory hereto shall recommend and encourage their subcontractor employees to become a party to this Agreement

**ARTICLE 9
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all carpenters and carpenter apprentices on the residential work covered by this Agreement. The Employer also recognizes the traditional trade jurisdiction of the United Brotherhood of Carpenters and agrees to make a good faith effort to assign all such work to members of the unit covered by this Agreement

**ARTICLE 10
APPRENTICESHIP AND TRAINEES**

A. The Employer agrees to establish a four (4) year on the job training program, which equates to eight terms. In order to complete a term, the trainee must work 750 hours. All union members will carry cards issued by the Union.

B. The Employer, at its option, may elect to send an Employee through the Union's Apprenticeship Program. If the Employee enrolls in the Apprenticeship Program, the Apprentice will be required to complete the Apprenticeship Program in its entirety. The Union agrees to notify the Employer and Apprentice of upcoming required training at least 30 days in advance. The Union further agrees, with at least 2 weeks prior notice from the Employer, to reschedule Apprentice training due to unforeseen demands on the Employer's manpower. Employees enrolled in the Apprentice Program shall receive door industry specific training and shall receive a Certificate of Completion acknowledging such training.

**ARTICLE 11
UNION SECURITY**

It shall be 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 effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the eighth day following the effective 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' effective date shall on the eighth day following the beginning of such employment, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing by his failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this article. In the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

**ARTICLE 12
EQUAL EMPLOYMENT**

There shall be no discrimination in the employment, training, or promotion of employees on account of national origin, race, creed, sex or age.

**ARTICLE 13
NO STRIKE OR LOCKOUT**

A. The Union agrees that during the term of this Agreement, there shall be no strike of any or all of the employees of the Employer covered by this Agreement. The Employer agrees that during the term of this Agreement, there shall be no lockout against any or all of its employees covered by this Agreement. For the purpose of this section, strike shall include a sit-down, stay-in, slowdown, walkout, curtailment or stoppage of work, interference with work or receipt of shipment of materials or products or picketing the Employer's premises or those of its' customers or sources of supply.

B. In the event of a walkout in violation of the above provision, whether or not officially authorized by the Union, any employees found guilty of instigating, fomenting, actively supporting or condoning such strike, shall be subject to discipline, including discharge, without appeal or recourse, provided the facts in issue may be subject to arbitration.

C. Individual employees may elect to refuse to cross a lawful picket line established about the premises of the Employer, if such picket line has been first approved by the Union. Any such refusal by an employee shall not be a violation of the Agreement.

**ARTICLE 14
ARBITRATION**

All grievances relating to the application and interpretation of provisions of this Agreement are subject to the following procedures:

A. The employee and/or the steward shall present the grievance to the Employer's representative within three working days after the acts giving rise to the grievance have first

arisen.

B. If the grievance is not adjusted within three working days after presentation under paragraph (A) above, then it must be reduced to writing and presented within the following three working days by business representative or officer of the Union to the Employer's executive for adjustment.

C. If the grievance is not settled under paragraph (B) above within five working days after it has been presented in writing, the matter shall be submitted to arbitration if requested in writing by the Union within the following five working days thereafter (i.e. such arbitration must be requested within ten working days after the grievance has been presented in writing.) If the Union shall so request that the matter be submitted to arbitration, the parties shall proceed as provided in paragraph (F) below.

D. Any grievance relating to the discharge or layoff of any employee shall be initiated only under paragraph (C) above; provided, however, that written protest thereof shall be presented within two working days after notice of such discharge or layoff to the employee.

E. In the event of any dispute between the Union and the Employer relating to the interpretation of this Agreement, which cannot be settled between them, the Union may, in writing, request arbitration within twenty working days after the facts giving rise to the dispute have first arisen, in which event the procedure set forth in paragraph (F) below shall govern to the extent applicable.

F. The arbitrator shall be selected by agreement of the parties. In the event of inability to agree, the selection of the arbitrator shall be made from a list of five names furnished at the request of either party by the Federal Mediation & Conciliation Service. The arbitrator shall have no power to add to or subtract from any of the terms of this

Agreement. Expenses of the arbitrator shall be borne equally by both sides. The decision of the arbitrator shall be final and binding on all parties.

G. The times specified in this article shall be of the essence, and failure to take action as required within any time specified therein shall result in the grievance being dropped and not further processed.

H. If the Employer, its' employees or the Union fails or refuses to abide by or comply with any final decision of a valid arbitration award, then, and in the event of such occurrence, it shall not be a violation of this Agreement for the Union to call and engage in a strike in the event of the Employer's failure or refusal to comply with such award; or, for the Employer to discharge without recourse to this Agreement such employees failing or refusing to comply with such award, or for the Employer to lock-out its' employees in the event of the Union's failure or refusal to comply with such award

**ARTICLE 15
UNION STEWARD**

A. There shall be a shop steward appointed by the Union at each shop, who shall be an employee of that Employer. The Employer will not discriminate against this steward on account of his or her exercising duties required of him or her as a steward in carrying out his or her functions. The steward shall not be permitted to interfere with normal operations of the Employer nor shall he neglect his own job duties, except as may be necessary, when convenient to operations to investigate and process individual employee grievances by discussions with individual employees and conferences with supervisory employees. This privilege shall not be abused. In case overtime is worked, the shop steward shall be one of those who works if he or she so desires, and he or she is qualified to perform the work needed.

B. Duly authorized representatives of the Union may, at their own risk, visit the shop during normal working hours upon request for the purpose of handling employee grievances and investigation working conditions and for the purpose of making other necessary communications with individual employees or the steward. In every instance, the representatives of the Union, before visiting the shop will report to the executive in charge of the office of the Employer. Each Union representative shall so conduct him or herself as not to interfere with operations of the Employer, or unnecessarily delay any employee or shop steward in the performance of his or her regular duties by virtue of any such visit, and to this end, the Union representative will cooperate with the Employer and shall not abuse this privilege of visitation.

ARTICLE 16 SENIORITY

When the workload is such that a full day's work is not available for each installer, then preference shall be given to those employees with the longest service to the Company. The Employer retains the right to consider the relative qualifications of the employees and reasonable customer requests when assigning work to installers. Those qualified installers with the longest service to the company shall have the first opportunity to receive a full day's work. All new employees are subject to 90 days probation.

When employees are laid off because of lack of work or rehired after such layoff the qualified employee with the longest service to the Company shall be the last laid off and first to be rehired.

One week unpaid vacation minimum two week notice based on seniority. Eight unpaid personal days 72 hour notice unless it is an emergency. Days taken off due to lack of work shall not count toward the eight unpaid personal days.

Mandatory Saturdays on less than 40 hour basis first.

**ARTICLE 17
DRUG AND ALCOHOL POLICY**

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

The Employer may require a blood alcohol content test or urine drug test for any

employee who has been involved in an accident on the job or when the Employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol at the work place. Such drug or alcohol testing must be carried out in a professional and scientific manner to insure accurate results.

The Union's role in this testing program is solely advisory. Nothing in this Agreement will make the Union liable to the Employer, any employee, or to any other person, and the Union will be held harmless from any damages. The employer will not engage in any litigation against the Union.

An employee, at his discretion, shall have the right to be represented by a Union representative at any disciplinary hearing or meeting as a result of an Employer's drug or alcohol testing, and the Union retains the right to grieve or arbitrate any aspect of the drug testing program instituted by the Employer or any disciplinary action resulting from it under the grievance and arbitration clause of this Agreement.

ARTICLE 18 CONSEQUENCES

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems

If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment may be withdrawn. The applicant cannot reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter into a rehabilitation program. An employee who is required to enter into rehabilitation and fails to successfully complete the re-hab program and/or repeatedly violates the policy will be terminated. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Article 19 RETURN TO WORK AGREEMENTS

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a "Return-to-Work" Agreement as a condition of employment. Such Return-to-Work agreements may include random drug or alcohol testing to insure the employee is in compliance with the agreement.

**ARTICLE 20
DURATION**

THIS AGREEMENT shall become effective the 1st day of January, 2019 and shall remain in full force and effect until December 31st, 2021 and shall be automatically renewed from year to year thereafter, unless opened by either party hereto for negotiations by a written initial notice to the other party, at least sixty days prior to the expiration date. All other items of the Agreement shall remain the same.

ON BEHALF OF:

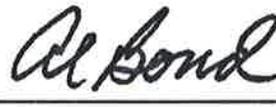
DELDEN MANUFACTURING CO.



President

ON BEHALF OF:

**ST. LOUIS-KANSAS CITY
CARPENTERS' REGIONAL COUNCIL**



kwj

**DELDEN MANUFACTURING RESIDENTIAL AGREEMENT
PIECEWORK INSTALLATION
ATTACHMENT SHEETS**

PIECE WORK SCHEDULE TERMS & CONDITIONS

1. DRY RUNS

A. A dry run charge will be paid under reasonable circumstances on door installations, sections and operators. The employee must call in to charge a dry run on a job or locating a job. This includes no power. The dry-run charge will be reduced to \$10.00 if the product can be installed within ten miles of that location. Employee may charge dry run if power is more than 300 ft. from installation. Employee must double check orders at time of pick-up for proper materials.

B. Dry Runs are made up of four factors:

- (1) Weather-cold, muddy, rain, ice, etc. - items not controlled by the company
- (2) Builder-no follow up from sales, warning notice, change of mind on product, no power, pouring concrete, sheet rocking, etc. - items not controlled by the company.
- (3) Installer -jobs not completed, board up, no H frame, pouring driveway - no control by us, but a paid incentive to the installer to complete job.
- (4) Sales related problems-jobs not checked, ordered wrong type etc. We propose to pay \$5.00 extra for sales related dry runs that we have control over.

2. CHARGES & MATERIALS

A. On C.O.D. orders, the installer must collect the money from the customer prior to installing product. Sales personnel will clearly mark C.O.D. orders as such and will make sure the customer is aware that the job is on a C.O.D. basis. If the installer is unable collect, the installer needs to call the salesman or the office for approval to proceed. If not the company reserves the right to withhold the installers wages for that job until it is collected.

B. Extra Charges: Advise the office immediately if additional charges need to be added to current invoices on the job at the customer's request. Extra or additional labor not covered on pay sheets will be charged in 15 minute increments. The Company will establish a procedure to call in after normal business hours for additional charges, approval of extra work, unforeseen changes to the job etc.

C. Time Cards: all time cards must be filled out by each installer on a daily basis, in full. All figures will be checked by management and any needed changes will be made on the time card for your review before payment is final. All charges for billing must be listed the day of pay, unless otherwise approved. All weekly recaps will be completed by the installer on the following Monday after weeks end. All time cards not received before Tuesday of each week will not be included on weekly paycheck, unless otherwise approved. Pay discrepancies to be settled before time is final!

D. Load Outs: all installers are expected to carry within reason spare parts to cover shortages. All products loaded for installation is the sole responsibility of each installer. To ensure the installer has the right items for daily installation, hardware shortages will not be a cause for dry runs.

E. Material treatment: the Company reserves the right to charge the installer for mishandling of merchandise damaged through loading, installation or returns on product material. All material needs to be covered during periods of poor weather. The Company at any time has the right to ask the installer for better protection of material if the Company finds the material is being damaged due to lack of protection before installation.

3. LABOR

A. Labor Warranty: all labor in the installation of the doors will be guaranteed for one full year from date of installation. A trade out may become necessary of the installer to honor this policy. All services must be done within two days of notification of the service, or the service will be given to another installer as a reduction against pay for non-completion. Above prices are for installation for services and installation work for doors, sections, and operators. The exception to this warranty service will be problems caused by major factory defects, misc. locks, etc. Hardware shortages are not dry runs. All installers must carry spare parts inventoried through the Company.

B. Work Load: all residential work will first be given to the residential installer if scheduling permits it to be done in a reasonable time period. Service work will be the same way. The Company retains the right to schedule all service work and to provide an approximate time for the customer.

The Company will, if at all possible, schedule jobs for individual installers to minimize the down time between jobs. If a job has been promised for a certain time, the time shall be clearly marked on the work ticket so the installer can plan his work day to most effectively satisfy the customer needs.

Policy Statement: only Company employees covered by this Agreement will be allowed to engage in or assist in installation work. The Employer is not responsible for the safety or wellbeing of any passenger riding in an installer's vehicle, unless that passenger is also a bona-fide employee of the Employer.