

**COLLECTIVE BARGAINING**  
**AGREEMENT**

**IUPAT/District Council #5**  
**Glaziers, Architectural Metal and Glassworkers**  
**Local #188**

**In Shop Production**  
**Workers Agreement**

**October 1, 2012 thru September 30, 2016**

IN-SHOP PRODUCTION WORKERS  
COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN

EMPLOYER NAME

AND

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES  
DISTRICT COUNCIL 5/LOCAL UNION NO. 188

**ARTICLE 1. Scope of Agreement**

Section 1. This is a Collective Bargaining Agreement between International Union of Painters and Allied Trades District Council 5/Local No. 188 (referred to as the Union or Local 188) and \_\_\_\_\_ (Employer). The term “Employer” as used in this Agreement refers to any person, firm, joint venture corporation, or other business entity engaged in “In-Shop Production” work as that term is used in this Agreement means employees doing work as defined under “In-Shop Production” work, but the term “employee” as used in this Agreement does not include:

- (a) Students who work one hundred and twenty (120) days or less during school recess.
- (b) Students who work twenty (20) hours per week or less during the school year.
- (c) Part-time employees who work twenty (20) hours or less per month.
- (d) Owners, sons, sons-in-law, husbands, wives, daughters, daughters-in-law, grandchildren, and step children of owners.
- (e) Supervisors or managers.
- (f) Newly hired employees who do not work a full thirty (30) day period from their first day of employment as provided in Article 3, Section 1, but if the individual works beyond the thirty (30) day period such individual shall be considered an employee subject to this Agreement from the first day of that individual’s employment.

**ARTICLE 2. Area and Work Covered by Agreement**

Section 1. The area of work covered by this Agreement shall include all In-Shop Production, manufacturing and assembling of any and all products or materials being manufactured or assembled by the Employer signatory to this Agreement.

Section 2. An employee working under this classification may deliver material, i.e. glass, aluminum and supplies to the job site. All parties, bound to this Agreement, agree that at times it is necessary for a single In-Shop member, delivering materials, to assist unloading materials to a single designated drop point, but may not do any work at the job site.

Section 3. It is not the intent of this Agreement to replace, change or eliminate existing employees within their current positions or classifications.

### **ARTICLE 3. Union Security**

Section 1. All employees of the Employer covered by this Agreement who are members of Local 188 on the date of execution of this Agreement shall be required by the Employer to maintain their membership as a condition of employment. All employees who are not members of Local 188 on the date of the execution of this Agreement and all employees employed after the execution date of this Agreement shall, on or after the thirtieth (30) day following the date of employment, whichever is later, be required by the Employer to become and remain members in good standing of Local 188 as a condition of employment.

Section 2. The Employer agrees to notify the Union of the employment of any new employee covered by this Agreement within forty-eight (48) hours after his/her date of employment.

Section 3. Upon receipt of a written authorization from an employee, the Employer agrees to deduct from the employee's paycheck, once each pay period for hours worked, the working dues then owed to Local 188 and transmit such working dues to any bank or agency designated by Local 188 for the collection of said money. The form of such authorization shall be as follows:

#### **WORKING DUES AUTHORIZATION**

This is to authorize my Employer during the term of the current Labor Agreement or any renewal thereof, to deduct from my wages and transmit to Local 188 (or to any agency designated by said Union for the collection of said money) the working dues established by Local 188. This authorization shall be irrevocable for the period of one (1) year following the date it was signed or until the current bargaining Agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year, unless sixty (60) days prior to the termination of the annual renewal date, I revoke this authorization by written notice to the union and to the individual Employer by whom I am employed.

Dated \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature

Section 4. The Union will hold harmless the Employer against any claim, which may be made by any person by reason of the deduction of membership dues pursuant to the above written assignment, including the cost of defending against any such claim.

#### **ARTICLE 4. Substance Abuse Program**

Section 1. The Union and the Employer agree that it is in the best interest of all to promote an alcohol and drug-free working environment; both parties pledge to work within their own areas of influence and cooperatively to achieve to that end. Therefore, the Union and the Employer agree that the Employer shall have the right to require employees to participate in the Washington Construction Industry Substance Abuse Program (WCISAP). Testing provisions will be identical to UA Local #32.

#### **ARTICLE 5. Referrals**

Section 1. In order to perpetuate the skills required in the industry covered by this Agreement and to promote the employment of competent help necessary for production, good workmanship and efficiency, it is agreed that if the Employer calls Local 188 when additional help is needed, he/she will inform Local 188 of the type of skill required and Local 188 agrees to make every effort to secure and dispatch qualified help in accordance with the Employer's request.

#### **ARTICLE 6. Safety**

Section 1. The Employer agrees to furnish all safety equipment pursuant to the "General Safety Standards" issued by the State of Washington applicable to the glass and glazing industry.

Section 2. All classifications shall successfully complete and maintain safety training and possess a valid certification (cards), without compensation, for the following: First Aid/CPR and Fork Lift Operator. In the event of an accident, the injured employee shall report that accident as soon as possible to the shop steward, supervisor or owner, and will also comply with all reporting requirements of WISHA. If the employee's injury makes it difficult or impossible to report the injury, the shop steward or foreman shall make a report to the supervisor or owner.

#### **ARTICLE 7. Non-discrimination**

Section 1. Neither the Employer, Union, nor any employees shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, sexual orientation, political ideology, national origin, age, or sensory, mental or physical handicaps.

Section 2. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

## ARTICLE 8. Hours and Overtime

Section 1. Eight (8) continuous hours, excluding lunch break of not more than one (1) hour (ten (10) continuous hours, excluding a lunch break of not more than one (1) hour for a 4 x 10 workweek), shall constitute a normal workday between the hours of 5:00 a.m. and 7:00 p.m., or such other hours as may be agreed upon by any Employer and Local 188. Forty (40) hours shall constitute a week's work, Monday through Friday, inclusive, or such other days as may be agreed upon by the Employer and Local 188.

Section 2. Personal preparation for work and cleanup shall be before starting time and after quitting time, and shall not be a part of the eight (8) hours constituting a day's work.

Section 3. All work performed outside the hours of 5:00 a.m. and 7:00 p.m. (or such other hours as may be agreed upon by any Employer and Local 188), or in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) or forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half, (T1/2) except that employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty hours during that workweek. All work performed in excess of twelve (12) hours on any day shall be paid at the rate of double time (2T). On a 4 x 10 workweek, work performed on the scheduled day-off (Monday or Friday) shall be paid at the rate of time and one-half (T1/2) and shall be for a minimum of two (2) hours; provided, the employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer.

All work performed on Saturdays (or on the regular day off during a workweek) shall be at the rate of time and one-half (T1/2), and shall be for at least two (2) hours, except that employees who are absent from work, with or without prior approval, during the workweek may voluntarily elect to work Saturday (or the regular scheduled day-off) at straight time or until forty (40) hours has been reached as make-up time. Scheduled time-off during the workweek by the Employer, excluding time off scheduled as a result of unavailability of materials, and where work is not available, will not be considered eligible for Saturday make-up time and shall be at the rate of time and one-half (T1/2).

All work performed on Sundays shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.

Section 4. In the event that a special project requires an additional and/or separate swing or night shift the Employer shall provide written notification to the Union in advance before starting the shift. The notification will include hours of shift and projected length of time that the shift will be necessary. The shift will be discontinued upon completion of the special project. The rate of pay for swing or night shifts shall be straight time plus eight percent (T+8%) for actual time worked.

Section 5. Any employee coming under this Agreement who is required to report to work shall receive not less than two (2) hours pay at the applicable straight time hourly shift rate, provided, that any employee called to work on a Saturday or Sunday shall receive not less than two (2) hours overtime pay.

Any employee who is not specifically instructed at least twelve (12) hours before his/her regular starting time not to report to work, shall be considered as having been ordered to work and therefore entitled to two (2) hours pay.

In the event of any emergency such as fire, flood, power failure, etc., beyond the control of the Employer (alleged lack of work cannot be construed as an emergency), or where the employee voluntarily quits, or is suspended or discharged for cause, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

Section 6. Each employee covered by this Agreement shall be paid in full once each week but in no case may the Employer hold back more than one week's wages. The payment shall be made on the same day each week unless the employee is out of town in which case the Employer and employee shall agree on a method of payment.

Payroll may be affected via one of the following payday methods:

- (a) direct payroll deposit to the banking institution elected by the employee,
- or
- (b) the employee may elect to pickup his/her check at the location designated by the Company,
- or
- (c) the employee may elect to have the Company mail the check via U.S. Mail to the most recent address furnished to the Company by the employee. The mailing will be postmarked no later than one (1) day before payday.

Employees who elect direct deposit must provide the Employer information necessary to implement direct deposit, and pay will be deposited to the employee's account at the next regular payroll interval. When the employee does not receive wages due to him/her on Friday or mailing is not postmarked within one (1) day and it is the fault of the Employer, there shall be a penalty of ten percent (10%) of gross wages of that week excluding any disputed hours and fringe benefits. When an employee is laid off, he/she shall be paid in full no later than the next regular payday. If an employee quits or is discharged for justifiable cause or is laid off temporarily, defined as less than ten days, he/she shall be paid on the next regular payday.

## ARTICLE 9. Tools

Section 1. Tools and workmanship. All specialty tools shall be furnished by the individual Employer; however, each In-Shop Production employee after completing Fabricator 3 shall provide himself/herself with and maintain at his/her expense the following minimum set of tools:

Claw Hammer	Metal Cutters, Right & Left
Combination Square	Tin Snips
Dikes	Metal Punch
Vinyl Roller	Jimmy Bar
30 Ft. Measuring Tape	Bevel Square
Gloves or Laps	Rat Tail File
Large & Small Phillips Screwdrivers	Square File
Large & Small Slot Screwdrivers	Rough & Finish Flat Files
Magnetic Screwdriver	Rubber Mallet

Section 2. Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.

Section 3. Employees who do not exercise accountability shall be responsible to reimburse the Company for tools and or equipment via payroll deduction. Any dispute regarding payroll deduction is subject to the grievance procedure.

## ARTICLE 10. Rates of Pay

Section 1. Wages: Effective 10/1/2012 hours:

<b>Progression</b>	<b>Classification</b>	<b>Wage</b>
After 6,000 Hours	Top Fabricator	\$21.67
5,001-6,000 Hours	Fabricator 6	\$20.01
4,001-5,000 Hours	Fabricator 5	\$18.95
3,001-4,000 Hours	Fabricator 4	\$17.90
2,001-3,000 Hours	Fabricator 3	\$16.85
1,001-2,000 Hours	Fabricator 2	\$15.80
0-1,000 Hours	Fabricator 1	\$14.74

Each classification of Fabricator will be for a duration of 1,000 on the job hours, either consecutive or accumulative.

The rates of pay set forth above are minimums only. Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this Agreement.

Section 2. Total Package Rates.

Effective 10/1/2012, the Top Fabricator increases to total package, which includes payment for vacations and holidays, shall be as follows:

<u>Date</u>	<u>Wage</u>	<u>Pension</u>	<u>Package</u>
10/1/2012	\$0.61	\$0.00	\$29.26
10/1/2013	\$0.54	\$0.25	\$30.05
10/1/2014	\$0.44	\$0.25	\$30.74
10/1/2015	\$0.45	\$0.25	\$31.44

Section 3. During the term of this Agreement, any required health and welfare increases will be applied as a reduction to the hourly wage rate.

Section 4. Contributions to the various funds shall be as follows:

Pension Fund: Effective October 1, 2012 per hour at:

<u>Progression</u>	<u>Classification</u>	<u>Pension Fund</u>
After 6,000 Hours	Top Fabricator	\$2.00
5,001-6,000 Hours	Fabricator 6	\$2.00
4,001-5,000 Hours	Fabricator 5	\$2.00
3,001-4,000 Hours	Fabricator 4	\$1.00
2,001-3,000 Hours	Fabricator 3	\$1.00
1,001-2,000 Hours	Fabricator 2	\$0.50
0 – 1,000 Hours	Fabricator 1	\$0.50

Health and Welfare: Effective October 1, 2012 hours, \$5.59 per hour for all classifications to the Painters Health and Welfare Trust.

Substance Abuse Program: Effective October 1, 2012 hours, \$0.06 per hour for all classifications to the WCISAP Substance Abuse Program.

**ARTICLE 11. Vacation and Holiday**

Section 1. Holidays. It is the intent of the parties that the following holidays shall not be worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last work day before Christmas and Christmas Day. A holiday that falls on a Saturday or Sunday shall be deemed to fall on the preceding or following day, if such day is declared the holiday. If an employee works on a holiday listed above, except Labor Day, he/she shall be paid one and one-half (1+ ½) times his/her regular hourly pay scale for a minimum of two (2) hours. If work is performed on Labor Day, the employee shall be paid two (2) times his/her hourly pay scale for a minimum of two (2) hours.



Section 2. Vacations. An employee may take a vacation any time for a period not to exceed three (3) weeks for any twelve-month period. Vacations shall be taken at a time mutually agreed to by employee and Employer. Should a holiday listed in Article 10, Section 1, occur within an employee's vacation period, he/she shall receive an additional day of vacation.

Section 3. Holiday and Vacation Pay. The Employer acknowledges that the employee and the Union have established a holiday and vacation account and that a payroll deduction will be submitted with the monthly remittance report and administered as set forth in Article 10, Section 1.

## **ARTICLE 12. Shop Steward**

Section 1. A shop steward shall be a working employee appointed by Local 188 and who shall have reasonable time during working hours to perform such necessary duties as cannot be performed at other times, said duties to be performed as expeditiously as possible. Local 188 shall notify the Employer of the appointment of each steward. In no event shall an Employer discriminate against a steward and lay him/her off or discharge him/her on account of his/her proper performance of his/her Union duties.

Section 2. After checking with the Employer, authorized representatives of Local 188 shall be allowed to visit shop or shops and on jobs of the Employer to perform his/her regular duties. It shall not be the intention of Local 188 representatives to interfere with or slow down any work operations.

Section 3. Each steward before leaving his/her assigned work for investigation and discussion of complaints and on Union affairs shall notify his/her supervisor, provided that he/she may not leave his/her work at any time which will unduly disrupt production; time spent by stewards on such matters will not be paid for by the company.

## **ARTICLE 13. Protection of Rights**

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or work behind a primary picket line. In the event an employee refuses to perform any assigned work by virtue of this section, it is understood that the employee may be sent home and paid only for hours worked.

Section 2. The Union agrees to cooperate with the Employer in achieving maximum efficiency and productivity and to work with the management of the individual Employers to eliminate inefficiency, work stoppages, and production limitations. It shall be considered to be contrary to the purpose and intent of this Agreement for any member of the union to work for other Employers after their regular days' employment with one Employer, or for any member to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations.

## **ARTICLE 14. Piece Work - Lump Sum Compensation**

Section 1. No Employer shall compensate any union employee on a lump sum basis and no union member shall receive compensation on a lump sum basis. In the event that any lump sum compensation is made, the Employer will make the Trust fund contributions and any other payments determined on those hours.

## **ARTICLE 15. Trust Funds**

Section 1. The Union and the Employer hereby agree to the continuation of the following funds:

- (a) The Painters Health & Welfare Trust Fund as jointly administered pursuant to the Trust Agreement, as now or hereafter amended; and
- (b) The Western Glaziers Retirement Trust Funds jointly administered by the Union and the various Employers pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended.
- (c) The WCISAP Trust as jointly administered pursuant to the Trust Agreement as now or hereafter amended.

Section 2. The Employer shall contribute to the Health and Welfare Fund and Pension Fund the respective sums listed in Article 10, Section 4, for each hour worked for all employees covered by this Agreement.

Section 3. The Employer shall not be liable for the contributions of any other Employer.

Section 4. Each Employer accepts as representatives of such Employer, the Employer Trustees currently serving on the Boards, of the respective Trust Funds, and any successors thereto, who are selected in accordance with the terms of the respective Trust Agreements.

Section 5. Both parties hereto agree to be bound by the terms and provisions of the respective Trust Agreements as now existing or hereafter amended. In the event of any dispute as to language and meaning between Trust Agreements and this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail.

Section 6. All parties recognize and acknowledge that regular and prompt payments of contributions to the various funds are essential to the maintenance and continuance of each fund. Each party, therefore, agrees to make the contributions to the various funds as required by this Article for each hour worked for all employees covered by this Agreement as those payments become due and payable by the Employer on or before the 20<sup>th</sup> day of the month following the month in which the hours were worked.

Section 7. Such contributions, plus check-off union dues per Article 3, Section 3, shall be made by the Employer to such bank as may be designated by the Union or as hereafter determined pursuant to the terms of this Agreement.

Section 8. Recognizing the difficulty to determine the expense and damage to any fund resulting from the failure of the Employer to pay any contribution by the 20<sup>th</sup> of the month as herein provided, the parties hereto therefore agree that any delinquent Employer shall be liable for a surcharge to compensate the Funds for the damages due to such delinquency in an amount equal to ten percent (10%) of the amount of delinquent contributions and in addition to pay a legal rate of interest in the event legal action is taken to collect such contributions. In addition to the surcharge and interest thereon it is agreed that the Employer shall be liable to pay a reasonable attorney's fee as follows: twenty percent (20%) of the amount due if collected prior to suit, filing of a lien or arbitration hearing, and thirty-three percent (33%) of the amount due if collected after commencement of suit, the filing of a lien or arbitration hearing is held. In the event suit is initiated it is agreed that such suits may be filed in a court of competent jurisdiction, state or federal, located in King County, Washington. In addition to the remedies set forth herein, the Union shall be free (notwithstanding an express or implied, 'no strike' clause in this Agreement) to strike and picket any Employer failing to make any payment of money required by this Agreement; provided however, that such right shall not be exercised until the matter has been address directly and through Step 2 of Article 16, Dispute Settlement and Arbitration.

Section 9. The Employer agrees to furnish such information and reports as may be required in the performance and administration of these various Funds. The Trustees, or their representatives, of each of said funds shall have the right at all reasonable times during business hours to enter upon the premises of the Employer to examine and copy such of the books, records, papers, and reports of the Employer relating to the hours and wages of employees as may be required to determine if the provisions of this Agreement are being complied with. If it is determined that this Collective Bargaining Agreement is not being complied with, then the cost of such examination shall be paid by the Employer. Non-compliance would be the underpayment by either wages (including vacation pay and holiday pay) or any fund payments by five percent (5%) or more in the period audited; cost of a noncompliant examination shall be paid by the Employer.

## **ARTICLE 16. Dispute-Settlement and Arbitration**

Section 1. All disputes between Local 188 and the Employer arising during the term of this Agreement shall be settled in accordance with the provisions of this Article. The term "disputes" is limited to, differences concerning the interpretation and application of any of the specific provisions of this Agreement.

Step One: In the event a dispute arises, representatives of Local 188 or the Employer shall attempt to settle the dispute by contacting the opposite party within ten (10) working days of the incident (or when the grieving party should have reasonably become aware of the matter). The parties shall meet within ten (10) working days of the

Step One notification to attempt to resolve the grievance. If the dispute is not resolved in Step One within ten (10) working days following the Step One meeting, the grieving party may advance the dispute in writing to Step Two.

Step Two: The written grievance shall be presented to the opposite party within ten (10) working days of the Step One answer, and shall (a) describe the incident, (b) cite the specific provision(s) of the Agreement alleged to have been violated, and (c) state the remedy requested. A representative of the Employer will meet with the Union Representative within ten (10) days of receipt of the Step Two grievance. Any mutually agreed to resolution shall be final and binding on both parties, and shall be reduced to writing with a copy furnished to each party. If the dispute is not resolved in this manner Step Two within ten (10) working days following the close of Step Two, the grieving party may advance the dispute in writing to Step Three Arbitration.

Step Three: Arbitration: If the matter is referred to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) Washington/Oregon names, and Local 188 and the Employer's representative shall alternately strike the six (6) names from the list and the remaining name shall be the arbitrator who will be authorized to hear and determine the dispute referred to him/her pursuant to this Article and his/her decision shall be final and binding. The arbitrator's authority shall be limited to interpretation and application of the express terms of this Agreement, and shall not change or add to any of its terms or conditions; regarding any discipline, the arbitrator's authority shall be limited to deciding whether the Employer had justifiable cause as defined in Article 18(2). The cost of the arbitrator shall be borne by the party whose position is not upheld by the arbitrator; in event of a split decision, the arbitrator shall determine the allocation of his/her fees. All other expenses shall be paid by the party incurring them.

Section 2. Time limits of this Article shall be waived only by written Agreement of the parties.

#### **ARTICLE 17. Separability**

Section 1. If any provision or part of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions and parts shall remain unaffected and remain in full force and effect. In this event the Union and the Employer shall meet to negotiate a substitute clause. If such negotiations do not result in an agreed substitute clause, the matter shall be referred to arbitration.

#### **ARTICLE 18. Rights of the Parties**

Section 1. The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this

Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement. This section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.

Section 2. The Employer retains all rights to manage and direct the operations except to the extent such rights are specifically limited or modified by the explicit provisions of this Agreement. Nothing in this Agreement is intended to limit the Employer's sole and exclusive right to manage the business and direct its working forces.

Section 3. Any individual Employer, or their supervisors or managers shall have the right to work at the trade within the shop only. Under this section the number of people in these categories shall be determined, by the Employer and the Union, on an individual shop basis.

**ARTICLE 19. Duration**

Section 1. This is a four (4) year Agreement, effective October 1, 2012 and shall remain in effect through September 30, 2016, and shall automatically renew itself from year to year thereafter unless either party gives notice of intent to modify this Agreement at least sixty (60) days prior to, October 1, 2016 or any subsequent anniversary date of this Agreement. A party giving such notice to modify shall have the right to terminate this Agreement on or after October 1, 2016 or on or after an anniversary in the event of automatic renewal.

EMPLOYER

UNION

\_\_\_\_\_

IUPAT DISTRICT COUNCIL #5  
Glaziers, & Glassworkers Local 188  
6770 E. Marginal Way South, Bldg E. 303B  
Seattle, WA 98108

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature  
Print Name: \_\_\_\_\_

Signature  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

