

2013 - 2016 WESTERN WASHINGTON RESIDENTIAL
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

AND

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
DISTRICT COUNCIL 5 / LOCAL UNION #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 #188 referred to as the Union or as District Council 5 and _____ (Employer). The term ‘employee’, as used in this Agreement, means employees doing work as defined under ‘general glazing’, but the term ‘employee’ as used in this Agreement does not include:

- (a) Owners, sons, sons-in-law, husbands, wives, daughters, daughters-in-law, grandchildren and step children of owners.
- (b) Supervisors or managers.
- (c) Newly hired employees who are not members of the Union who do not work a full thirty (30) days or eight (8) day period from their first day of employment as provided in Section 1 and 2 of Article 3, but if the individual works beyond the thirty (30) or eight (8) day period, such individual shall be considered an employee subject to this Agreement from the first day of that individual’s employment.
- (d) Students who work one hundred twenty days or less during school recess, or twenty (20) hours per week or less during the school year, or part-time employees who work less than twenty (20) hours per month, and are limited to in plant cleanup, pickup and delivery and other similar types of work.

Article 2 • Area and Work Covered by Agreement

Section 1 • The Employer agrees to be bound to this Agreement while working in the following counties of Western Washington: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish and Whatcom and to be bound by the Glazing Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon, Idaho, Alaska and Utah when working in those areas.

Section 2 • When working outside the counties covered by this Agreement, an employee covered by this Agreement shall receive the wages most favorable to the employee. All fringe benefits shall be paid into the employees' "home" funds.

Section 3 • The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Union in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

Section 4 • The Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area.

Section 5 • "Residential Glazing" means the installation, replacement and service of all types of glass and glass related products in residential structures. Residential structures are defined as site-built homes; condominiums, multi-plexes, rental residential units; modular homes constructed off-site; manufactured dwellings; floating homes or residential units that are part of a larger structure that is five (5) stories or less above grade. A Residential unit is defined as places used for primary or secondary residence. Residential glaziers may install, replace and service all types of glass and glass related products that require a residential application in a residential unit above five (5) stories but such work shall be limited to the interior of the structure. Any work on the exterior of a residential structure that is more than five (5) stories above grade shall be considered Commercial and is covered by the terms of the parties Commercial Glazing Agreement. Residential glaziers may install, replace and service mirrors, shower doors and tub enclosures in any type of structure. Residential glaziers may install, replace and service all types of glass and glass related products that require a residential application on the interior of any structure designed for overnight accommodations, including but not limited to campground sleeping quarters, dormitories and hotel rooms. Residential glazing includes the servicing and re-glazing of residential type windows (nail on vinyl, aluminum or wood) in non-residential structures which are located two (2) stories and below. Residential glazing excludes any work on storefronts, curtain walls, engineered windows and all commercial doors.

Section 6 • Applicable State and Federal prevailing wage laws supersede this Section.

Section 7 • The term “general glazing” as used in this Agreement includes, but is not limited to, all glass work, to wit:

- (a) Setting, cutting, preparing, handling, or removal of the following: Setters of Art Glass, Prism Glass, Beveled Glass, Leaded 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 sealants, all types of Glass Cements, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed with putty, molding, rubber, lead and all types of mastics in wood, iron, cement, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, showcases, book cases, sideboards, partitions and fixtures, resin panels (Lumicor, 3Form), standoff systems, cable hanging systems, switchable glass (LCD panels), firelite and fire rated ceramic coated glass, partition glazing, partition/cubicle glazing, glass and architectural handrail. The installation of windows and doors, to include the following types and styles: wood, wood-clad, aluminum, steel, fiberglass, vinyl and composites to include the replacement of existing window and door frames (retro-fits/weatherization). The installation of the above in the shop or on the jobsite, either temporary or in the course of repair, remodel, alteration or construction.
- (b) The fabrication and installation of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, facia trim mouldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors and relative materials.
- (c) 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.
- (d) Engraving, drafting, etching, embossing, designing, sandblasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers and glaziers in lead or other glass metals.
- (e) Handling or working any similar or substitute material set forth in this Article or performing any similar or substitute work set forth in this Article.

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 their 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 and after the thirtieth (30th) day following the date of employment, whichever is later, be required by the Employer to become and remain members of Local #188 as a condition of employment.

Section 2 • With respect to employees employed by the Employer primarily engaged in the construction industry working in the building and construction industry, the applicable time period within which the employee shall be required by the Employer to make application for Union membership shall be eight (8) days.

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 Collective 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 Employer.

Dated: _____, 20_____

Signature: _____

Section 4 • Upon receipt of a written authorization from an employee, the Employer also agrees to deduct from the employee's paycheck, once each pay period for hours worked, the amount specified by Local #188 for initiation fees, in the same manner as dues are collected and transmitted.

Section 5 • The Union will hold harmless any employer, against any claim which may be made by any person by reason of the deduction of membership dues or initiation fees, pursuant to the above written assignment, including the cost of defending against any such claim. Additionally, the Employer will not be held liable for unpaid dues or initiation fees arising out of failure to withhold such dues or fees.

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 as of 7/1/2009.

Article 5 • Referrals and Separation

Section 1 • The Union will maintain a list of out-of-work members, this list will include the member's name, phone number and city where they live. At the Employer's request, a copy of the out-of-work list will be provided to the Employer. 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 2 • For employees that are terminated for any reason other than a layoff for lack of work, the Employer will notify the Union in writing on or before the next regular payday.

Article 6 • Safety

Section 1 • Glass weight lifted per employee shall not exceed 75 lbs. On lifts of over three (3) feet to sill, additional personnel will be used as required. Glass weight based on square foot using the following formula:

1/8"	=	1.64 lbs. sq.ft.
3/16"	=	2.45 lbs. sq.ft.
1/4"	=	3.27 lbs. sq.ft.
3/8"	=	4.91 lbs. sq.ft.
1/2"	=	6.54 lbs. sq.ft.
5/8"	=	8.17 lbs. sq.ft.
3/4"	=	9.84 lbs. sq.ft.
1"	=	13.11 lbs. sq.ft.

Section 2 • The above code shall not apply where automated equipment is used providing employees covered by this Agreement are used in the shop or on the jobsite to manipulate said equipment. It is further agreed, that for the purpose of safety and protection of property, that glass on any job, which is more difficult or dangerous to handle, the additional men required for such safety be used. Automatic glass handling equipment shall be operated by a qualified glazier in the shop and on the jobsite.

Section 3 • Any employee shall have the right to refuse to perform any work assignment which, in his/her opinion, involves danger to his/her person.

Section 4 • 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 5 • All classifications shall have or obtain First Aid/CPR cards. In the event of an accident or near-miss, the injured or near-miss employee shall report that accident or near-miss as soon as possible and no later than 24 hours of the day of the accident or near-miss to the Shop Steward and supervisor or owner or other designated Employer representative 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 or other designated Employer representative.

Article 7 • Tools

Section 1 • Tools and workmanship. All specialty tools shall be furnished by the individual Employer; however, each Journey Glazier shall provide himself/herself with and maintain at his/her expense the following minimum set of tools:

- Aviation Tin Snips – Left, Right & Straight
- Awl/Concrete Scribe
- Caulking Gun
- Caulking Spatula Tools
- Chalk Line
- Chisels – Steel Large, Medium & Small
- Chisels – Wood Large, Medium & Small
- Dikes (Diagonal Cutting Pliers)
- Framing Square
- Files – Finish, Rough, Square & Round
- Hacksaw
- Hammer – Claw
- Hammer – Rubber Faced Mallet (Dead-Blow)
- Hook Tool
- Metal Punch
- Nail Puller
- Nail Bar
- Nail Sets – Large, Medium & Small
- Pliers – Glass
- Pliers – Locking Vise Grips (Large, Small & Needle Nose)
- Pocket Plain
- Pry Bar – Jimmy
- Pry Bar – Large 12” to 15” (Wonder)
- Putty Knives – Flexible, Stiff, & Bent
- Ratchet & Socket Sets (SAE & Metric) – up to ¾”
- Razor Knife
- Razor Scraper
- Screwdriver – Offset – Straight and Phillips
- Screwdriver – Magnetic
- Screwdrivers – Phillips (Large, Medium & Small)
- Screwdrivers – Straight Slotted (Large, Medium & Small)
- Square – Combination
- Tap Wrench
- Tape Measure – 25 Ft. Tape – 1” wide
- Tool Carrier (Tool Box)
- Torpedo Level
- Vinyl Roller
- Wood Hand Saw
- Wrench – Adjustable (Crescent)
- Wrench – Combination Sets (SAE & Metric)
- Wrench – Allen Sets (SAE & Metric)

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.

Section 4 • The Employer shall provide, on each jobsite, a secure location where his/her employees may store their tools.

Article 8 • Journey Upgrade and Safety Training

Section 1 • Each Journey Glazier shall obtain, without compensation, a minimum of sixteen (16) hours established by the Residential JATC of annual continuing Glazier-trade and/or safety education. The curriculum for such continuing education shall be established by the Apprenticeship and Training Coordinator and the Residential-Joint Apprenticeship and Training Committee.

Section 2 • Each Journey Glazier shall successfully complete and maintain safety training and possess a valid certification (card), without compensation, for the following: First Aid/CPR, Fork Lift Operator, OSHA-10, Scaffolding, all Aerial Man Lifts, Lead and Silica, Renovate, Repair and Paint (RRP) and Asbestos. The length of time the certification card(s) is valid will be determined by the JATC.

Section 3 • The Apprenticeship and Training Coordinator shall be responsible to maintain the database regarding employees' compliance with the requirements of this Section.

Section 4 • For purposes of this Article, a year shall be from October 1st through the following September 30th of each year. Employees who do not comply with the minimum hour requirement will have a \$0.65 per hour reduction from the Journey Glazier rate of pay under Article 11 of this Agreement, until the next regular pay day after the Employer is notified in writing that the required minimum hours are completed. This reduction and its required hours expire at the end of each contract year and are not accumulative. The Apprenticeship and Training Coordinator will advise every employer via letter and/or list of the members of Local #188 who have and who have not complied with the requirements of this Section.

Article 9 • Hours and Overtime

Section 1 • Eight (8) continuous hours, excluding a 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. The Employer and the Union agree on the principle of "eight hours work for eight hours pay"; therefore, the workday is to begin and end at the location that the employee would collect his/her tools and/or at the point that instruction is given for that day's work as designated by the Employer. Forty (40) hours shall constitute a week's

work, Monday through Friday inclusive, or such other days as may be agreed upon by 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 part of the eight (8) hours constituting a day's work.

Section 3 • On a 5 x 8 workweek, 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 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 (40) hours during that workweek. All work performed in excess of twelve (12) hours on any 5 x 8 day shall be paid at the rate of double time (2T). 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 shall be at the rate of time and one-half (T1/2) for the first 12 hours and double time (2T) after and shall be for at least two (2) hours. 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 • On a 4 x 10 workweek, 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 10 hours per day 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 (40) hours during that workweek. All work performed in excess of twelve (12) hours on any 4 x 10 day shall be paid at the rate of double time (2T). All work performed on Saturday and the scheduled weekday-off (Monday or Friday) shall be paid at the rate of time and one-half (T1/2) for the first 12 hours and double time (2T) after, and shall be for at least 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 Sunday on a 4 x 10 workweek shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.

Section 5 • Same-day, return-to-work:

(a) UNSCHEDULED return-to-work:

1. An employee works his/her designated workday, clocks-out and departs the Company or job site.
2. The employee receives no advance notice on that day of the Company's need for his/her services later that same day.
3. The employee is subsequently notified by the Company and the employee returns to work.

Appropriate rate of Pay: Double time (2T) from home-to-home.

- (b) SCHEDULED return-to-work, greater than two (2) hour break between work:
 1. An employee works his/her designated workday, clocks-out and departs the Company or job site.
 2. The employee has been informed by the Company by 10:00 a.m. on that day of the Company's need for his/her services later that same day.
 3. The time elapsed between end-of-shift and start time of the returned-to-work is greater than two (2) hours and the employee returns to work.

Appropriate rate of Pay: Double time (2T) for actual time worked.
- (c) SCHEDULED return-to-work, two (2) hour or less break between work:
 1. An employee works his/her designated workday, clocks-out and departs the Company or job site.
 2. The employee has been informed by the Company by 10:00 a.m. on that day of the Company's need for his/her services later that same day.
 3. The time elapsed between end-of-shift and start time of the returned-to-work is two (2) hour or less and the employee returns to work.

Appropriate rate of Pay: Time-and-one-half (T1/2) for actual time worked.
- (d) An employee who is required to work over six (6) hours on an extended shift shall decide if he/she wants to work the following day.

Section 6 • Shift Change:

- (a) One (1) day duration of change of shift:
 1. An employee is directed by the Company to change from days to nights.
 2. The duration of the night work is one (1) night.

Appropriate rate of Pay: Time-and-one-half (T1/2) for actual time worked for hours outside of 5:00 a.m. to 7:00 p.m.
- (b) Two (2) or more days duration of change of shift:
 1. An employee is directed by the Company to change from days to nights.
 2. The duration of the night work is two (2) or more continuous nights.

Appropriate rate of Pay: straight-time plus eight percent (T + 8%) for actual time worked. There shall be a maximum of one (1) round-trip shift change per workweek.

Section 7 • Unless given prior notice individually by 7:00 p.m. the previous day that their services are not required, all employees reporting for work, shop or jobsite at the designated starting time shall be paid eight hours pay except when weather or other conditions beyond the control of the Employer prohibit the individual Employer from proceeding with work that day. However, any employee reporting for work after the regular starting time shall be paid only for the hours worked during the regular five day work week. When an employee leaves a job at his/her own discretion or is discharged or suspended for cause, he/she shall be paid only for the hours worked.

Section 8 • Each employee covered by this Agreement shall be paid wages in full each week. The normal payday shall be Friday of each week and in no case may the Employer hold back more than one week's wages and shall 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.

Section 9 • Employees are entitled and required to take a lunch break and will not be paid for lunch except with the specific prior approval of the Employer. Employees shall be entitled to two (2) ten-minute rest breaks per eight (8) hour shift, to be taken in place at the worksite. When prearranged by mutual agreement between the company and the crew, the two (2) ten (10) minute rest breaks may be combined into a single twenty (20) minute rest break for the day.

Article 10 • Apprentices

Section 1 • Wage rate and condition of employment for Apprentices shall be in accordance with the regulations as established by the parties to this Agreement, operating under the Washington State Joint Apprenticeship Council. The Apprenticeship program shall be administered by a Residential-Joint Apprenticeship Training Committee for the duration of this Agreement. The Employers and the Union shall each name three (3) members to the Residential-Joint Apprenticeship Training Committee for the term of this Agreement.

Section 2 • All Residential Apprentices shall be paid at the following percentages of the residential journey level wage:

1 st six months - 55%	4 th six months - 70%
2 nd six months - 60%	5 th six months - 80%
3 rd six months - 65%	6 th six months - 90%

Thereafter, Residential Journey Glazier scale. Every employer who employs one (1) or more hourly paid Residential Journey Glazier steadily may employ one (1) Residential Apprentice, but at no time will the number of Apprentices exceed the number of Residential Journey Glaziers in any shop.

Article 11 • Wages

Section 1 • Effective 10/1/13, the Residential Journey Glazier total package which includes payment for wages and vacations and holidays and remittances to all Trust Funds, shall be as follows:

<u>Date</u>	<u>Increase</u>	<u>Package</u>
10/1/13	\$1.10	\$36.20
10/1/14	\$1.10	\$37.30
10/1/15	\$1.20	\$38.50

Section 2 • Contributions to the various funds shall be as follows:

Pension Fund:

Residential Journey Glazier	\$3.50 per hour (effective 10/1/13)
	\$3.20 per hour (effective 10/1/14)
	\$3.30 per hour (effective 10/1/15)
Residential Apprentice	same % as wage progression

Health and Welfare Fund:

Residential Journey Glazier/Apprentice	\$5.89 per hour
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WCISAP Substance Abuse:

Residential Journey Glazier/Apprentice	\$.06 per hour
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Apprenticeship Fund (Residential Journey Glazier/Apprentice):

Apprenticeship Fund	\$.20 per hour
IUPAT – JATF	\$.05 per hour
<u>Allied Trades Training Center</u>	<u>\$.10 per hour</u>
Total:	\$0.35 per hour

Labor Management Cooperation Initiative (LMCI):

Residential Journey Glazier/Apprentice	\$.05 per hour
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Vacation Fund:

Residential Journey Glazier/Apprentice	0% of actual on the check wage
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Section 3 • 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 4 • Employees whose health or physical condition prevents them from earning the current rate of wages, may be permitted to work for less by mutual agreement of the employee, the Employer and Local #188.

Article 12 • Vacations and Holidays

Section 1 • Holidays: 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. These holidays shall not be worked regardless upon which day in the week they fall. 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. Holiday pay is included in the base wage rates.

Section 2 • Vacation Pay

- (a) An employee may take a vacation any time for a period not to exceed three (3) weeks for any twelve-month period.
- (b) Vacations shall be taken at a time mutually agreed to by employee and Employer.
- (c) Should a holiday listed in Article 12, Section 1, occur within an employee's vacation period, he/she shall receive an additional day of vacation.

Section 3 • The Employer acknowledges that the employee and the Union have established a vacation account and that a payroll deduction will be submitted with the monthly remittance report and administered as set forth in Article 11, Section 2.

Article 13 • Travel Time Pay and Expenses

Section 1 • With reference to the payment of traveling time costs and expense, the following rules shall govern: An employee must report to the job and return to his/her residence without compensation for traveling expenses for travel to any job within fifty-five (55) actual road miles of his/her respective shop or residence. Whenever possible, employees shall be assigned to jobs which are closest to their place of residence. Beyond this area, an employee will be compensated for such traveling expenses for driving his/her own vehicle at the rate permitted by the Internal Revenue Service. Travel outside the fifty-five (55) actual road miles becomes paid time at the fifty-five (55) mile mark and reverts back to unpaid time upon return to the fifty-five (55) mile mark. It is agreed that it shall be at the employee's option to take passengers in his/her private vehicle. If parking is not available at the jobsite for employees requested to report to the jobsite, they shall be reimbursed for reasonable parking costs. If it is a requirement for a jobsite to provide offsite parking and bus employees to the jobsite, the employee will ride the bus to the jobsite on their time and return to parking area on company time. All tolls and ferry fees not included in an employee's normal commute will be reimbursed by the Employer.

Section 2 •

- (a) If an employee is required by the Company to report to the plant and to drive or ride in a company vehicle to the jobsite, travel time going and coming back from the job will be considered “time worked” and, if applicable, paid at time-and-one-half if all hours worked exceed eight (8) hours per day (10 hours for 4X10).
- (b) Under circumstance(s) where an employee is not required by the Company but the employee elects to report to the plant to either drive or ride in a company vehicle to the jobsite as a convenience to the employee(s), travel time going and coming back from the job is considered “commute time” and is non-paid.
- (c) Loading and unloading the employee’s tool box, and/or incidental, supplies and/or equipment does not constitute or initiate paid time.

Section 3 • Travel time will be based on posted speed limits from the time the employee starts the trip from plant to jobsite. Employees who are provided or assigned a company vehicle to drive between their home and the jobsite shall not be compensated for travel time within the -five (55) actual road miles. Travel outside the fifty-five (55) actual road miles becomes paid time at the fifty-five (55) mile mark, and reverts back to unpaid time upon return to the fifty-five (55) mile mark.

Section 4 • If an employee travels by public conveyance, travel time going and coming back from the job will be paid for at straight-time. All costs of such transportation shall be paid by the Employer.

Section 5 • When required to stay away from home overnight, each employee shall receive fifty dollars (\$50.00) per day meal allowance and a company furnished hotel room.

Article 14 • No Strike/No Lockout & Protection of Rights

Section 1 • During the term of this Agreement, the Union agrees not to cause any strikes, slowdowns, or any interruption of work. The Employer agrees not to engage in any lockouts during the term of this Agreement. The sole exception to this provision is provided for under Article 18, Trust Funds and Article 19, Fringe Benefit Bond.

Section 2 • 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 including, but not limited to, a primary picket line at the premises of the Employer or jobsite at which the Employer is engaged in general glazing work. In the event an employee refused 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 3 • A construction industry employer shall not subcontract any work covered by this Agreement to be done at the jobsite to any employer who works with the tools of the trade and does not hire any Journey Glaziers on the work involved, or to any individual or firm not a party to this Agreement, except when necessary in jurisdictional purposes.

Section 4 • Employees subject to this Agreement shall not contract or subcontract to perform any work covered by this Agreement to be done at the site of construction, alteration, glazing, or repair of a building, structure, or other work.

Section 5 • The Union agrees to cooperate with the individual employers in achieving maximum efficiency and productivity and to work with the management of the individual employers to eliminate inefficiency and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any employee of the bargaining unit to work for other employers after their regular days employment with one employer, or for any employee 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 15 • 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 16 • Registration

Section 1 • An employer must have a business telephone (an answering service is not a substitute); each employer, upon request, shall provide the Union with his/her State of Washington contractor registration number, his/her unemployment insurance account number and his/her industrial insurance account number; it being understood that if the Employer does not furnish this information or has not registered with the State of Washington or does not have these account numbers, that the Union may cancel this Agreement as to that employer.

Section 2 • For the benefit of the glass industry, it is agreed that all employers should identify all of their trucks or vehicles used in the general glazing trade by the name of the company permanently affixed to the truck or the rack, in form and size readily visible.

Article 17 • Shop Stewards

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 18 • Trust Funds

Section 1 • The Union and the Employer agree to the continuation of the following Trust Funds:

(a) Employee Painters' Trust (Health & Welfare Plan) ("Welfare Trust"), as jointly administered pursuant to the Trust Agreement, as now or hereafter amended; and

(b) The Western Glaziers Retirement Fund ("Pension Trust"), as jointly administered pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended; and

(c) District Council No. 5 Apprenticeship and Training Trust Fund ("Training Trust"), as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.

(d) The Washington Construction Industry Substance Abuse Program and Trust ("WCISAP Trust"), as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.

(e) The Painters and Allied Trades Labor-Management Cooperation Initiative and Trust ("LMCI Trust"), as jointly administered pursuant to the Trust Agreement, as now or hereafter amended (Welfare Trust, Pension Trust, Training Trust, WCISAP Trust and LMCI Trust known collectively as the "Trust Funds").

Section 2 • The Employer shall report and contribute monthly to the Trust Funds, according to the respective contribution rates listed in Article 11, for each hour worked by, and/or paid to, all employees covered by this Agreement.

Section 3 • The Employer shall not be liable for the contributions of any other employer, subject to applicable law.

Section 4 • The 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 • The 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 this Agreement and the Trust Agreements, the language and meaning of this Agreement shall prevail.

Section 6 • All parties recognize and acknowledge that regular and prompt payments of monthly contributions to the various Trust Funds are essential to the maintenance and continuance of each Trust Fund. The Employer, therefore, agrees to pay the contributions to the various Trust Funds, as required by this Article, for each hour worked by, and/or paid to, all employees covered by this Agreement, as those payments become due and payable by the Employer on or before the twentieth (20) day of the month following the month in which the hours are worked and/or paid (“Contribution Due Date”).

Section 7 • Such contributions, plus check-off Union dues (Article 3), shall be paid by the Employer to such bank or depository as may be designated by the Union, Trust Administrator and/or as hereafter determined pursuant to the terms of this Agreement or the Trust Agreements.

Section 8 • Recognizing the difficulty to determine the expense and damage to any Trust Fund resulting from the failure of the Employer to pay any contributions by the Contribution Due Date, the parties agree that any delinquent employer shall compensate the Trust Funds for the damages arising out of such delinquency and shall be liable to pay the Trust Funds (in addition to delinquent contributions): (i) liquidated damages in an amount equal to one percent (1%) per month, with a cap of twenty percent (20%) of the delinquent contributions, (ii) interest thereon at the rates established by the Trust Funds, or at the legal rate, whichever is greater and (iii) all reasonable attorney’s fees and court costs incurred by the Trust Funds [pursuant to 29 USC §1132(g)(2)(c)(ii)], as determined by the Court. In the event suit is initiated, it is agreed that such suits may be filed in a State or Federal Court of competent jurisdiction, at the sole discretion of the Trust Funds, located in King County, Washington, or where the Trust Funds are administered, or where the Employer does business.

Section 9 • The Employer agrees to furnish any relevant information and reports, including source documents, as may be required in the performance and administration of the various Trust Funds. The Trustees, or their representatives, of each of said Trust Funds shall have the right at all reasonable times during business hours to enter upon the premises of the Employer to examine and copy any relevant Employer books, records, papers, contracts and reports relating to the covered work, hours and wages of employees, as may be required by the Trust Funds to determine the Employer’s compliance with the provisions of this Agreement and ERISA. Noncompliance is defined as the Employer’s failure to report and pay or underpayment of either wages (including vacation pay and holiday pay) or Trust Fund contributions by five percent (5%) or more in the period audited. If the Employer is determined to have been noncompliant, the costs of the compliance examination (audit) shall be paid by the Employer.

Section 10 • It is understood and agreed (notwithstanding the express “no strike” clause of Article 14, Section 1 in this Agreement) that the Union may remove employees from and take other economic action against any employer who has failed to comply with Article 18, Section 6 of this Agreement and who has failed in making restitution to the Trust Funds listed in Article 18, Section 1 within forty eight (48) hours after receiving a delinquency notice from the Union, the Third Party Administrator and/or the Trust Funds or who has failed to either pay or deposit monies in the Trust Funds within five (5) working days after an employer is found to owe money to the Trust after an audit. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.

Section 11 • In the event that the Trustees of one or more of the Trust Funds listed in Article 18, Section 1, make the decision to suspend or terminate an employer's right to participate in the Trust Fund(s), the contribution rate(s) per hour designated for each such Trust Fund shall (upon suspension or termination) be paid as a hourly wage to the employees on their payroll checks. The Employer's right to participate in the Trust Funds shall be contingent upon final resolution and payment of any existing Trust Fund delinquencies by the Employer and shall require the approval of the Trustees of each such Trust Fund

Section 12 • This Article is not subject to Article 20, Dispute-Settlement and Arbitration.

Article 19 • Fringe Benefit Bond

Section 1 • Any employer that becomes delinquent in payment of the employee benefit contributions listed under this Collective Bargaining Agreement must post a twenty five thousand dollar (\$25,000) fringe benefit bond ("Bond") with the Trust Funds' Third Party Administrator. The Bond shall be expressly payable to the Trust Funds, and shall remain in full force and effect for the life of the Agreement and any extension, renewals or replacements thereof.

Section 2 • In the event an employer fails at any time to secure, maintain, renew or otherwise keep the Bond in full force and effect, in accordance with this Article, a written notice ("Bond Notice") shall be provided stating that the Employer is in violation of this Agreement and demanding that the Employer obtain and produce satisfactory evidence documenting the existence of a suitable Bond within five (5) business days from the date of receipt of the written Bond Notice. The Bond Notice may be provided to the Employer by the Union, the Third Party Administrator and/or the Trust Funds. If an employer fails to remedy the violation within five (5) working days following receipt of the Bond Notice, said employer shall be deemed in default of this Article. The Union shall then be free (notwithstanding the express "no strike" clause of Article 14, Section 1 in this Agreement) to remove employees from and take other economic action against the Employer. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.

Section 3 • Nothing in this Article shall limit the Trustees of the various Trust Funds defined in this Agreement (Article 18, Section 1) from requiring an employer who is delinquent in the payment of contributions from furnishing the Trust Funds with any additional Bond(s) as they deem appropriate to secure the Employer's contribution payment obligations under the circumstances.

Section 4 • This Article is not subject to Article 20, Dispute-Settlement and Arbitration.

Article 20 • 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 written response will be given to the grieving party within ten (10) working days. If the dispute is not resolved in Step Two within ten (10) working days following the written response to the grievance, 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 22, Section 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. 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.

Article 21 • Separability

Section 1 • If any provision or part of this Agreement is held to be invalid by 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 22 • 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 • Except as specifically limited herein, the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to, the right to select and hire, discipline, discharge or lay off, promote, transfer, or schedule employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain discipline and efficiency among its employees.

Section 3 • Unless otherwise provided under Article 1, it is the intent and objective to the Company that “bargaining unit work” normally be performed by members of the bargaining unit. However, the parties recognize there may be occasions where a reasonable person would determine that the performance of “bargaining unit work” by non-unit individuals was the prudent course of action for the company to take. This understanding is to be utilized in “good faith”; it is not intended to be misused and/or abused or to otherwise circumvent the first sentence of this section.

Article 23 • Duration

Section 1 • This is a three (3) year Agreement, effective October 1, 2013 unless otherwise provided herein and shall continue in full force and effect through September 30, 2016 and shall automatically renew itself October 1, 2016 unless either party gives notice of intent to modify or terminate this Agreement at least sixty (60) days prior to October 1, 2016 or any subsequent anniversary date of this Agreement.

Section 2 • If Local #188 shall negotiate and sign a Collective Bargaining Agreement with any employer engaged in the area and work covered by this Agreement with more favorable terms and conditions for such employer, this Agreement shall be considered to be amended accordingly.

IUPAT DC#5/Glaziers, Architectural Metal
and Glassworkers Local #188

Company Name

Name/Title

Signature

Date

Name/Title

Signature

Date



MEMORANDUM OF UNDERSTANDING, 2010 NEGOTIATIONS

IUPAT District Council #5/Glaziers, Architectural Metal and Glassworkers Local Union #188 and
_____ agree as follows:

1. One or more of the Employer’s employees (“Employees”) who were formerly employed within the bargaining unit work now perform duties outside the scope of the bargaining unit and the Collective Bargaining Agreement. After the Employees transferred to non-unit work, the Employer continued to make contributions to the Trust Funds identified in the Collective Bargaining Agreement on the basis of work performed by the Employees and the Employees have continued to be considered as participants in the benefit plans.

2. The practice identified above is advantageous to the Employer, the Employees and the Union. In order to preserve the current practice and in recognition of the possibility that one or more of the Employees could in the future revert to employment within the bargaining unit, the Union and the Employer agree that the Employer shall continue to make contributions to the Trust Funds on behalf of the Employees at the rates specified in the Collective Bargaining Agreement then in effect. No other provision of the Collective Bargaining Agreement shall apply to the Employees so long as they do not perform more than incidental bargaining unit work. Any dispute between the Union and the Employer over the terms of this Memorandum of Understanding shall be resolved under the grievance and arbitration procedures of the Collective Bargaining Agreement rather than by litigation.

3. In the event the Employer in the future makes fringe benefit contributions on behalf of an employee who transfers from bargaining unit work to non-bargaining unit work, the terms of this Memorandum of Understanding shall apply to that employee.

4. This Memorandum of Understanding shall apply during the term of the existing and any successor Collective Bargaining Agreements unless the Union or the Employer give specific notice of intention to terminate or modify the Memorandum of Understanding during the period and in the manner specified for notices of termination or modification specified in the Collective Bargaining Agreement.

5. The bargaining unit is not expanded to accrete the work covered by this understanding.

IUPAT DC#5/Glaziers, Architectural Metal
and Glassworkers Local #188

Company Name

Name/Title

Signature

Date

Name/Title

Signature

Date



MEMORANDUM OF UNDERSTANDING, 2013 RESIDENTIAL CBA
“Sick Time/Days and Safe Time/Days”

Effective October 1, 2013, the parties understand that the Seattle City Council has passed a bill that would add a new chapter to 14.16 of the Seattle Municipal Code requiring Employers with employees in the City of Seattle to provide paid sick time/days and paid safe time/days to their employees. The parties hereby agree that any requirement to provide any leave required by said bill, either in its current or amended form, or by a substitute bill is hereby waived. The waiver is made knowingly by the undersigned Union and the Employer.

This Memorandum of Understanding shall apply during the term of the existing and any successor Collective Bargaining Agreements unless the Union or the Employer give specific notice of intention to terminate or modify the Memorandum of Understanding during the period and in the manner specified for notices of termination or modification specified in the Collective Bargaining Agreement.

IUPAT DC#5/Glaziers, Architectural Metal
and Glassworkers Local #188

Company Name

Name/Title

Signature

Date

Name/Title

Signature

Date

