

# LABOR AGREEMENT

*Between*

**STEEL ENCOUNTERS, INC.**

**AND**

IUPAT District Council No. 5

**GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS  
LOCAL No. 740 IDAHO**



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## AGREEMENT

This Agreement is made and entered into this 11 day of August, 20 23, by and between Steel Encounters, Inc., hereinafter referred to as the Employer, and **IUPAT District Council No. 5/Glaziers Local No. 740** affiliated with the International Union of Painters and Allied Trades, AFL-CIO (IUPAT), hereinafter referred to as the Union.

## WITNESSETH

The parties have a common and sympathetic interest in the Glass Industry, a working system and harmonious relations and do desire to improve the position of the parties and the public; and

Progress in the industry requires mutual confidence between the parties who will benefit from continuous industrial peace and by the adjustment of differences by proper methods.

**NOW, THEREFORE**, the parties have agreed as follows:

## ARTICLE I

### JURISDICTION-GENERAL GLAZING

**SECTION 1: JURISDICTION** The Employer recognizes, acknowledges and agrees that the Union is, within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining for all the Employers' employees performing any work described in Section 4 of this ARTICLE, at any of the Employers' present branches and operations, any expansion, or relocation of operations, or new facility engaged in work as described below, that the Employer may become a part of within the territorial jurisdiction of the Union.

The Employer further agrees to be bound by the Commercial Glazing Collective Bargaining Agreement in effect in any other part of the states of Oregon, Washington, and Idaho when working in those areas.

Employees traveling with the Employer into an outside jurisdiction shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to the employees. Fringe benefit contributions on behalf of the employees shall be made to their home funds.

The term "employee", as used in this Agreement, means any person performing work as defined under "general glazing".

The term "general glazing", as used in this Agreement, includes, but is not limited to, all glass workers.

All work as defined under general glazing will be assigned to Journeyman Glaziers unless specifically assigned to glass workers of another classification within this Agreement.

Fabrication or assembly of material by the Employer that is to be installed within the jurisdiction of the Union shall be performed under the conditions contained within this Agreement. If such fabrication or assembly of material is performed outside the jurisdiction of the Union, the Employer shall pay employees performing such work at a rate of pay equal to or greater than the rates of pay contained within this Agreement. Fabrication performed by the Employer's employees at its existing Utah fabrication shop is exempt from this provision.

**SECTION 2: WORK PRESERVATION AND SUB-CONTRACTING** The Employer and Union agree that one of the primary purposes of this Agreement is to preserve work which has traditionally been performed by employees in the Employer's bargaining unit. Except when qualified employees are unavailable, all work covered by this Agreement shall be performed by employees covered by this Agreement. If qualified employees are not available, the Employer may subcontract work to an Employer who is signatory to this Agreement. If the Employer contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration or repair of a building, structure or other work to any company, person or entity who is not signatory to this Agreement, the Employer shall require such company, person, or entity to be bound to and comply with all the provisions of this Agreement.

The Employer shall notify the Union in writing prior to using a subcontractor to perform work covered by this Agreement. The notice will include the name of the subcontractor, the general nature of the job, the location of the job and the approximate date when such work is to begin.

If the Employer fails to comply with this Section, the Employer shall be responsible for and liable for the payment of all sums of money, including all fringe benefit obligations, required by the terms of this Agreement to be paid by any subcontractor of the Employer. Thus, if this Section is breached, the Employer shall pay that compensation package (excluding fringe benefits to Trust Funds provided for in ARTICLES XIII, XIV, XV, XVI, XVII, XVIII of this Agreement) to those employees of the subcontractor who would have received it had it been paid by the subcontractor, and the Employer shall further pay fringe benefits as provided for in ARTICLES XIII, XIV, XV, XVI, XVII, XVIII. If the subcontractor has a contract with the Union, the Union will proceed against the subcontractor and not the Employer. The parties agree that the word "employees" as used in the sub-paragraph includes, for the purpose of this provision, any person performing at the job site the kind of work covered by this Agreement, whether that person is an employee within the meaning of the applicable law, or a supervisor or a self-employed person or an independent contractor.

**SECTION 3: FUNCTION OF MANAGEMENT** Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

The Employer and the IUPAT recognize the necessity of promoting efficiency and agree that no Local rules, customs, or practices shall be permitted that limit production or manpower required to do the work, and that no limitations shall be placed on the amount of work that an employee is performing during the workday. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

**SECTION 4: WORKING JURISDICTION:** General glazing will include, but is not limited to: aluminum storefronts, curtain wall, skylight systems, Aluminum door frames, Aluminum doors and door hardware on Aluminum doors, all pre-formed metal panels incorporated into glazing systems, all pre-formed sash of vinyl, wood, metal or composite material incorporated into glazing systems, all work related to the securing of glass including the anchoring of material by means of drilling, all on-site hoisting and rigging. Glazier work will also include the fabrication and installation of energy producing

glass or similar product and its system, ornamental metal hand-rail systems of aluminum or steel for balconies, walkways and stairways where glass or cable are utilized, installation and fabrication of glass in new or existing systems.

(1) Glass: The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, Carrara glass, all types of opaque glass, glass chalk boards, structural glass, louvers, tempered and laminated glass, Thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, doors, frames, stone wall cases, show cases, book cases, sideboards, partition and fixtures;

(2) The installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction.

(3) The installation of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntin's, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, utilized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to storefront, door/window construction and curtain wall systems;

(4) Frame assemblers, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all the above.

(5) Bevelers, silverers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, un-packing and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operation of all machines and equipment for these operations;

(6) The selecting, cutting, preparing, designing, art painting and installing of fused glass, thick facet glass in concrete and cementing of art glass and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers and glaziers in lead or other glass metals, the fabrication and distribution of all glass and glass-related products;

(7) Any and all transportation, handling, unloading, and loading of tools, equipment and materials will be performed by members of this Local Union.

## ARTICLE II

### GENERAL CONDITIONS-EQUAL OPPORTUNITY

**SECTION 1:** There shall be no discrimination by the Employer, any individual Employer, or the Union against any employee or applicant for employment by reason of race, creed, color, sex, age, or national origin.

**SECTION 2:** No employee shall suffer any loss of pay or reduction or any benefits of any kind by virtue of the signing of this Agreement. On any effective date negotiated raises in pay shall be in addition to the employee's present wage rate.

### **ARTICLE III SAFETY AND HEALTH**

**SECTION 1:** The Employers agree that they will make every reasonable effort to provide for the safety and health of their employees at the plant, shop or job site and shall comply with all State and Federal regulations regarding safe and healthful working conditions. All workers shall be provided with adequate training in the safety aspects of glass handling and machinery operations or any other pertinent training relevant to their job duties. Any employee violating these regulations shall be subject to discharge or disciplinary action.

**SECTION 2:** The Employer shall, at all times, provide safe tools, materials, and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, equipment, or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to stop work with such tools, materials, or equipment until the Employer has the opportunity to investigate said claim and provide remedy. Employee has the right to have Union representation, shop steward or otherwise present during said investigation.

**SECTION 3:** The Employer agrees that during the life of this Agreement, the Employer will comply with all applicable federal and state laws concerning occupational safety and health, including all applicable standards, rules, and regulations issued pursuant thereto.

**SECTION 4:** The Employer shall provide, at no cost to the employee, all necessary personal protective equipment, and instructions on proper use of such equipment. The Employer shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment. If at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions; the employee has the right to stop work with such equipment until the Employer has the opportunity to investigate said claim and provide remedy. Employee has the right to have Union representation, shop steward or otherwise present during said investigation.

**SECTION 5:** A willful violation of safety rules by an employee may result in discipline, up to and including discharge.

**SECTION 6:** The Employer shall, in writing or in email, promptly report to the Union all accidents and all incidents involving OSHA and/or MSHA reportable injuries to workers.

### **ARTICLE IV PAY CONDITIONS**

**SECTION 1:** All employees shall be paid at least once a week, on an hourly basis and in accordance with the terms of this Agreement. Paychecks shall be direct deposited to the employees bank accounts or mailed to the employees address on file. In the event that normal payday lands on a Holiday, employees shall be paid by check or direct deposit the first

business day prior. There shall be no deductions from wages unless required by law or authorized by the employee in writing.

**SECTION 2:** Employees who quit need not be paid until the next regularly scheduled payday(s). In the case of discharge or layoff, the Employer shall pay employees in full for all hours worked to the point of discharge or layoff by the next regularly scheduled payday.

**SECTION 3:** All wages shall be paid by negotiable check via U.S. Mail or direct deposit and shall be accompanied by a statement of gross earnings and any deductions made. Such statement shall show the Employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made, and the net amount due the employee. Wage payments shall conform to all applicable federal and state laws.

**SECTION 4:** Each employee shall verify that he/she has received payment of proper wages, travel pay, premium due, and other compensation due him/her. If there is a dispute, the employee must make a request for correction, through the Employer representative, steward, and/or business representatives within two (2) weeks of receiving such pay. If appropriate correction is not made, the employee may file a grievance with the Union. Nothing in this provision shall be construed as imposing any time limits or other limitations on a claim by the Union and/or any Union-related or affiliated benefit fund that the Employer has failed to make timely and appropriate contributions to the Union and/or any fringe benefit fund.

## **ARTICLE V SETTLEMENT OF DISPUTES**

**SECTION 1:** There shall be no stoppage of work by strikes, calling Union meetings, or other means during regular work periods by the Union, as defined under ARTICLE XXVI, or lockout or lay-off of Union members, or cessation of work, or by any other means by the Employer as a result of any proposed changes in this Agreement, or as a result of any disputes over matters covered by this Agreement or interpretation thereof, or as a result of any disputes relative to the glass industry, and all such matters during the life of this Agreement shall be handled as hereinafter set forth.

**SECTION 2:** In the event a dispute arises, representatives of the Union shall attempt to settle the dispute by contacting the Employer involved. In the event the dispute is not satisfactorily resolved, either the Union or the Employer is authorized to refer the dispute to the Joint Conference Board. If the dispute is referred to the Joint Conference Board, the decision of the Joint Conference Board shall be binding on all parties. If the dispute is not resolved within ten (10) days, either Local No. 740 or the Employer is authorized to refer the matter to arbitration.

**SECTION 3:** The Joint Conference Board shall consist of an equal number of Union and Employer representatives. The Employer representatives shall be selected by the Association and the Union representatives shall be selected by the Union. The Joint Conference Board shall determine its own procedures. The Joint Conference Board shall have jurisdiction over all questions involving interpretation and application of any clause of this Agreement. It shall not have jurisdiction over disputes arising over negotiations for a new agreement or changes in the wage scale, hours of work or working conditions. Any time limits within this ARTICLE may be extended by mutual agreement of the Union and the Employer.

**SECTION 4:** If the matter is referred to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names, and the Union and the Employer shall alternately strike 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 pursuant to this ARTICLE and his decision shall be final and binding. The arbitrator shall not have the authority to modify, add to, alter, or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing he shall not contravene any provision of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer.

**SECTION 5:** Each Employer recognizes that uniformity in the interpretation of this Agreement and the resolving of disputes in accordance with established precedence is essential. All Employers, whether members of the Association or not, therefore, agree to abide by all interpretations of this Agreement as rendered in writing and signed by the Association and the Union.

**SECTION 6:** If the Union or the Employer contends that a dispute is a jurisdictional dispute, the Joint Conference Board shall decline to hear the dispute, provided however, that either the Union or the Employer shall have the right to take legal or economic action or both.

**SECTION 7:** It shall not be considered a violation of this Agreement for any employee to refuse to go through a lawful primary picket line.

## **ARTICLE VI UNION SECURITY**

**SECTION 1:** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8<sup>th</sup>) day following the beginning of their employment, or on and after the eighth (8<sup>th</sup>) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

**SECTION 2:** The provisions of this ARTICLE shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this ARTICLE shall be deemed to take effect as to employees covered by this Agreement immediately upon compliance with such conditions.

**SECTION 3:** In those instances where this ARTICLE may not be validly applied because of such State law, the Employer agrees to provide the Union the names, addresses, emails, and phone numbers of all new hires within ten (10) days of the date-of-hire.

**SECTION 4:** Union Security shall not be applicable on work within the state of Idaho until the repeal or modification of the Idaho Right-to-Work law enabling the legal implementation of the clause, at which time the clause shall automatically become applicable to work performed within the state of Idaho.



**ARTICLE VII  
STEWARDS AND BUSINESS REPRESENTATIVES**

**SECTION 1:** The Business Representative or duly authorized representative of the Union shall be allowed to visit the individual Employer's shops or jobs for the purpose of ascertaining whether or not this Agreement is being observed. There shall be no interruption of work by such visits. This right shall be exercised reasonably. The company representative in charge shall be notified before shop visits are made.

**SECTION 2:** A certified public accountant appointed by the administrator of the Health and Welfare or Pension Trusts, and paid by such Trusts, may check the Employer's payroll records upon reasonable notice (seventy-two (72) hours) to the head of the Employer firm, such payroll records to be the payroll ledger and timecards only, for individual employees whose work is in question.

**SECTION 3:** A Shop Steward shall be a working employee appointed by the Union, 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. The Union shall notify the Employer of the appointment of each Steward. In no event shall the 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. 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 Employer. In the event the Employer has reason to believe an infraction could result in the employee's suspension or termination, the Shop Steward shall be present at the time of the investigation and issuing of any disciplinary action.

**ARTICLE VIII  
EMPLOYER QUALIFICATION**

**SECTION 1:** The Employer shall carry all state licenses necessary for the legal operation of his business, as well as compensation insurance against accidental injuries as provided by the laws of the State and shall submit proof of coverage to the Union upon request.

**SECTION 2:** All trucks shall be identified with a sign on each side thereof showing the name of the company.

**ARTICLE IX  
UNION RIGHTS**

**SECTION 1:** Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

**SECTION 2:** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

**SECTION 3:** Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement, provided that the representative(s) shall not interrupt work being performed at said site.

**ARTICLE X  
JOURNEYMAN EMPLOYER MEMBERS**

**SECTION 1:** Not more than one (1) Journeyman Employer member in any firm shall work overtime and then only if a non-Employer member of the Union who does not participate in the ownership of such shop be so employed on the same job at the same time.

**ARTICLE XI  
TRAVEL AND REPORTING PAY**

**SECTION 1:** A shop or Employer's plant, for the purpose of this Agreement, shall be defined as any location of the Employer's work at a shop or plant where the Employer conducts business covered by this Agreement, including the existence of inventory and an office where employees regularly work or report in and out. A construction job site location for a specific job shall not be considered a principal place of business or a shop or branch shop. Travel time and travel allowance will be computed from the Employer's shop or plant. Out of State Contractors can use Local No. 740 Training Center address and/or a location of the Employer's choosing for beginning point of eighty (80) radius mile range. Regular employees transferred to branch locations of the Employer located more than eighty (80) radius miles from the employees' regular place of employment shall be paid travel time and mileage as contained in this ARTICLE. For the purpose of this ARTICLE, regular employees shall be defined as those who have performed one thousand (1,000) or more hours work for the Employer in the twelve (12) months immediately preceding such transfer. For the purpose of the regular employee rule, a person returning to work at a job within the free zone radius, as described in this Agreement, shall not be considered a transfer.

**SECTION 2:** On all work requiring an employee to be out-of-town overnight, transportation and living expenses from the shop to the job site and return shall be paid by the Employer. Each employee shall receive sixty dollars (\$60.00) per day or actual expenses incurred, whichever is greater. In the event living expenses are greater than the established rate as listed above, the employee shall furnish receipts to the Employer to verify the excess expenses. While staying out-of-town for work, each member will be entitled to a private sleeping area and does not have to share a bedroom. An Employer may, at his discretion, supply a room for each member and then pay for meals at the rates of ten dollars (\$10.00) for breakfast, ten dollars (\$10.00) for lunch and fifteen dollars (\$15.00) for dinner. Each employee shall receive his/her individual expenses in advance except that when an employee is asked by his/her Employer to complete a job outside of the eighty (80) radius miles after regular working hours, dinner will be paid for by the Employer.

**SECTION 3:** Employees providing their own transportation to and from a job site more than eighty (80) radius miles from the Employer's shop or employee's home address shall be paid a travel allowance by their Employers in the amount of fifty-eight cents (\$0.58) per round trip road mile, Beyond the eighty (80) radius miles per day from the shop or Employee's home address.

**SECTION 4:** When the job site is located eighty (80) radius miles or more from the Employer's shop, employees shall leave the shop and return to the shop as directed and shall be paid travel time at the prevailing straight-time rate of pay, except

that on Saturday, Sunday and holidays employees shall be paid in accordance with ARTICLE XXVI, Hours and Overtime. Drivers of company trucks shall be paid time and one-half (1-1/2) for all time in excess of the eight (8) hour day. Driving duties shall be shared equally among the crew.

**SECTION 5:** For the purpose of computing travel time, travel allowance and expenses, the radius miles contained in Sections 2, 3 and 4 of this ARTICLE may be computed from either the Employer's shop or the employee's home, whichever is less.

**SECTION 6:** Where an employee provides his/her own transportation, traveling at the Employer's direction from shop to job, job to job, or job to shop, he/she shall be paid a travel allowance in the amount of the current I.R.S. allowable deduction for automobile expense. (I.R.S. rate effective Jan 1, 2019, is fifty-eight cents (\$0.58) per mile) The employees shall be reimbursed for fees and bridge tolls wherever incurred, except those tolls normally incurred by an employee in reporting from his/her home to the Employer's shop or jobsite. Where only paid parking is available, parking shall be paid in advance or reimbursed by Employer at next pay period after receipts are received.

**SECTION 7:** Employers whose regular and permanent business is located outside of the area covered by this Agreement shall not bring into the area covered by this Agreement more than fifty percent (50%) of the employees and no more than four (4) total (supervisors are to be included in figuring the fifty percent (50%) and total) required to perform any job within the area covered by this Agreement. If the Union cannot provide manpower, the Employer, at his own discretion, will.

## **ARTICLE XII HOLIDAYS**

**SECTION 1:** The holidays for which double-time shall be paid when worked are as follows: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, and Christmas Day. Any holiday falling on Sunday will be observed Monday; any holiday falling on Saturday will be observed Friday.

## **ARTICLE XIII FINISHING TRADES INSTITUTE NORTHWEST TRAINING TRUST**

**SECTION 1:** Each individual Employer shall make contributions for each hour worked under this Agreement by each of their employees to the Finishing Trades Institute Northwest a DBA of District Council No. 5 Apprenticeship and Training Trust Contract Glaziers.

The Idaho Glaziers Joint Apprenticeship Training Committee shall be administered by a committee consisting of a minimum of one (1) person from Management and one (1) person from Labor. Any additional representatives appointed thereafter will be equal parts Management and Labor. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Finishing Trades Institute Northwest a DBA of District Council No. 5 Apprenticeship and Training Trust by all past and future lawful action of the Trustees of the Fund, and likewise accept as their representatives the Employer Trustees presently serving on the aforesaid Trust and their duly elected or appointed successors.

**SECTION 2:** Contributions to Finishing Trades Institute Northwest a DBA of District Council No. 5 Apprenticeship and Training Trust Contract Glaziers.

May 1, 2022,                    \$0.50 per hour

**ARTICLE XIV  
GLAZING INDUSTRY FUND**

The Glazing Industry Promotion Fund is hereby established. An Agreement and Declaration of Trust, which provides for the detailed operation thereof has been executed by the Association and shall continue in full force and effect during the term of this Agreement. All contractor's signatory to this Collective Bargaining Agreement, or otherwise coming under the scope of this Agreement, shall make contributions for all hours worked by employees covered under this Agreement into said Glazing Industry Promotion Fund.

May 1, 2022,                    \$0.10 per hour

**ARTICLE XV  
LABOR MANAGEMENT COOPERATIVE INITIATIVE FUND**

Ten cents (\$0.10) per hour worked shall be paid to the Painters and Allied Trades Labor Management Cooperative Initiative Fund (L.M.C.I.F.). All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this Fund, the individual Employer, by becoming signatory to this Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund. Payments will be as provided for in ARTICLE XVI.

May 1, 2022,                    \$0.10 per hour

**ARTICLE XVI  
FINISHING TRADES INSTITUTE FUND**

Ten cents (\$0.10) per hour worked shall be paid to the Painters and Allied Trades Finishing Trades Institute Fund (F.T.I.). All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this Fund, the individual Employer, by becoming signatory to this Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund. Payments will be as provided for in ARTICLE XVI.

May 1, 2022,                    \$0.10 per hour

**ARTICLE XVII  
LOCAL NO. 740 WELFARE FUND**

**SECTION 1:** Each participating Employer agrees to contribute into the Employee Painters Health and Welfare Trust, effective July 1, 2019, the sum of seven dollars and six cents (\$7.06) for each compensable hour for all employees covered

by this Agreement. Said payments shall be computed monthly and shall be due and payable by the tenth (10th) day of the following month.

**SECTION 2:** Entering into this Agreement the Employer adopts and agrees to be bound by the terms of the Employee Painters' Trust, which is incorporated and made a part of this Agreement by reference as though fully set forth herein. The parties hereto agree to be bound by all terms and provisions of said Trust Agreement and any amendments heretofore or hereafter made to said Agreement. The individual Employers hereby accept as their representative the Employer Trustees who are currently serving on said Board of Trustees and any successors thereto who may be selected in accordance with the terms of said Trust Agreement.

## ARTICLE XVIII

### PENSION

**SECTION 1:** The individual Employers agree to make contributions into the Western Glaziers of Oregon and Southwest Washington Retirement Trust Fund for each compensable hour for all employees covered by this Agreement. Said payments shall be computed monthly and shall be due and payable by the tenth (10<sup>th</sup>) day of the following month.

Journeyman Glaziers:	May 1, 2022,	\$5.00 Per Hour
Apprentices:	May 1, 2022	(See Schedule A)

**SECTION 2:** The Pension Fund shall be administered by a Joint Labor-Management Board of Trustees in accordance with the terms and provisions of the Western Glaziers Retirement Trust Agreement dated May 15, 1963. The parties hereto agree to be bound by all the terms and provisions of the Trust Agreement and any amendments heretofore or hereafter made to said Agreement. The individual Employers hereby accept as their representative the Employer Trustees who are currently serving on the Board of Trustees and any successors thereto who may be selected in accordance with the terms of the Trust Agreement.

## ARTICLE XIX

### PAYMENTS TO TRUST FUNDS

**SECTION 1:** Contributions to the Finishing Trades Institute Northwest a DBA of District Council No. 5 Apprenticeship and Training Trust, the Glazing Industry Fund, the L.M.C.I. Fund, the F.T.I. Fund, Employee Painters' Trust (Health and Welfare Plan) Western Glaziers Pension Trust and Vacation/Holiday pay, as required under ARTICLES XIII, XIV, XV, XVI, XVII, and XVIII, shall be due and payable in Portland Oregon, at the place of business designated by the Trustees and shall be made in regular monthly installments. The monthly installments shall be due and payable on or before the tenth (10th) day of each month during the terms hereof and shall cover the contributing Employer's payroll ending closest to the last day of the preceding calendar month. Contributions shall be deemed delinquent after the twentieth (20th) day of each month during the term hereof. Each monthly contribution shall be accompanied by a payroll report in the form prescribed by the Trustees.

**SECTION 2:** The parties hereto recognize that regular and prompt payment of Employer contributions to the funds and regular and prompt submission of monthly reports from the Employers are essential to the proper maintenance and administration of the funds, that damage thereto would be experienced as a result of the failure of the contributing

Employers to make such reports or to pay such monthly contributions in full within the time specified, and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the funds. Therefore, if a contributing Employer is delinquent in remitting his contributions or making his monthly report, the amount of damages to the funds resulting from such failure to make reports or pay contributions shall be presumed to be ten percent (10%) of the delinquent contributions or twenty dollars (\$20.00), whichever is greater, for each delinquent monthly report or contribution and, in addition, overdue contributions shall bear interest at the rate of twelve percent (12%) per annum from the time they should have been paid.

Notwithstanding the foregoing, any rights contained in the Trust Agreements pertaining to the Trusts as set forth in Section 1, which are greater than the obligations set forth herein, shall control. Further, all future amendments of the Trust Agreements which conflict with this Section shall supersede the contents of this Section.

**SECTION 3:** These amounts shall become due and payable to the funds as liquidated damages, and not as a penalty, upon the day immediately following the date on which monthly report or payment becomes delinquent. However, the Trustees in their discretion, for good cause (and the Trustees shall have the sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums due the fund as liquidated damages. The delinquent Employer shall also be liable for audit costs and all costs of collection, including reasonable attorney's fees thereof. The Trustees may also take appropriate legal action to collect unpaid contributions, together with liquidated damages, audit costs, interest, court costs and reasonable attorney's fees for the prosecution of such action, and the individual Employers concerned shall be liable for such. It is understood by Employers that in any such legal action, the venue shall be laid in Portland, Oregon. Failure by an individual Employer to make the required payments shall be deemed a breach of the Collective Bargaining Agreement by the individual Employer and may subject the individual Employer to economic action, in addition to the other remedies herein provided.

The Trustees shall have the authority, at the expense of the Trust Fund, to audit the payroll books and records of a participating Employer, either directly or through a qualified public accountant as they may deem necessary in the administration of the Trust Fund. Such payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

Whenever a payroll audit is authorized, the participating Employer involved shall make available to the Trustees, or the qualified public accountant designated by them, its payroll books, and records. Such books and records shall include (a) all records which the Employer may be required to maintain under Section 209 (a)(1) of the Employee Retirement Income Security Act of 1974, and (b) the time cards, payroll journals, payroll check registers, canceled payroll checks, copies of the Employer's federal, state and local payroll tax reports, and all other documents and reports that reflect the hours and wages, or other compensation, of the employees or from which such can be verified.

In the event the payroll audit discloses that the participating Employer has not paid contributions as required by the underlying Collective Bargaining Agreement or special agreement, the Employer shall be liable for the costs of the audit. The Trustees shall have the authority, however, to waive all or part of such costs for good cause shown.

**SECTION 4:** If the required contributions and liquidated damages owed by a delinquent Employer to any or all of the Trust Funds are not received by the twenty-fifth (25<sup>th</sup>) day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer.

**SECTION 5:** The rights and remedies against a delinquent Employer as set forth above are not exclusive but are cumulative, and nothing herein shall prevent the Union or the administrator, Trustees or governing body of the Trust Fund or Trust Funds involved from taking other legal action against a delinquent Employer, nor shall the Union be prevented from exercising any rights it may have under ARTICLE XIX.

**SECTION 6:** Contributions to the Pension Fund, the Employee Painters Health and Welfare Trust, Finishing Trades Institute Northwest a DBA District Council No. 5 Apprenticeship and Training Trust Contract Glaziers, and the Industry Fund shall commence from the date of hire for new employees in their particular classification.

**ARTICLE XX**  
**DUES AND ADMINISTRATIVE FEES CHECKOFF PROVISION AND MARKET RECOVERY**

**Section 1:** The individual Employer will honor written assignments of wages to the Union for the payment of Union membership dues; Administrative Dues Check-Off and/or Market Recovery Fund, when such assignments are submitted in the following form and remain unrevoked:

**CHECK-OFF AUTHORIZATION**

This is to authorize any of the various individual signatories in the jurisdiction of Glass Workers Local No. 740 Idaho who are covered by the Collective Bargaining Agreement between individual signatories and Glass Workers Local No. 740 of Idaho and by whom I may be employed during the term of such Agreement or any renewal, effective date of hire, to deduct from my wages and transmit to said Union, or to any agency designated by said Union for the collection of said money, an amount equivalent to 3.3% of the Journeyman, Apprentice gross wages such sum constituting a portion of my Union dues. This also authorizes the Employer to deduct hourly contributions for the Market Recovery Fund (Glazing Industry Market Recovery Program). 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 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.

DATE: 11 August, 2023

SIGNATURE: Derek Losee

Digitally signed by Derek Losee  
DN: cn=Derek Losee,  
o=Glass Encounters, Inc., cn=Derek Losee  
Reason: I agree to the terms outlined by the  
placement of my signature on this document  
Date: 2023.08.11 10:28:45 -0700

The individual Employer will remit the Administrative Dues Check-Off and/or Market Recovery Fund contributions deducted pursuant to such assignments once each month with a written statement of the names of employees for whom deductions were made together with the amounts deducted. Such membership dues deducted will be remitted to the Union or to the agency designated by the Union for the collection of such dues.

**SECTION 2:** The individual Employer will honor written assignments of wages to the Union for the payment of initiation and reinstatement fees. The amount specified in such authorization shall be withheld from the earnings of such employee in accordance with the provisions of such authorization. The initiation or reinstatement fee withheld shall be transmitted to the Union in the same manner as provided for in Section 1 of this ARTICLE.

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

**SECTION 3:** The provisions set forth in this ARTICLE notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

(A) Should any person referred for employment be terminated for just cause, his/her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second (2<sup>nd</sup>) time within a twenty-four (24) month period, his/her hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third (3<sup>rd</sup>) time within a twenty-four (24) month period, his/her referral privileges shall be suspended indefinitely.

(B) A termination shall not be considered "for just cause" for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his/her termination, unless and until the grievance is resolved in a manner that affirms the termination for just cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

(C) The provisions in sub-sections (A) and (B) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board (or alternatively, if there is no Joint Board composed of two (2) members appointed by the Employer Association) may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

**SECTION 4:** Market recovery funds may only be administered on hours worked by members of the Union in good standing.

## **ARTICLE XXI EXCLUSIVE HIRING HALL**

**SECTION 1:** The Union shall be the initial source of applicants for employment. However, in order to perpetuate the skills required in the industry covered by this Agreement and to promote employment of competent help necessary for production, good workmanship and efficiency, it is agreed that the Employer will have the right to hire outside of the Union so long as the Union is notified within five (5) days of their date of hire of the names, addresses, emails, and phone numbers of such directly hired employees.

**SECTION 2:** The Employer shall have the right to reject any applicant for employment.

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

**SECTION 4:** The Union shall have the right to discipline its members for any violation of its laws, rules, or terms of this Agreement.

**SECTION 5:** The Employer reserves the right to discipline or discharge any employee for just cause.

**SECTION 6: MOONLIGHTING** No glazier, glass worker or Apprentice covered by his Agreement shall compete with an Employer. No glazier, glass worker or Apprentice covered by this Agreement shall work on his/her own behalf as a self-employed individual or for another Employer after his/her regular hours of employment, or on Saturdays, Sundays, holidays, or vacations on work covered by the jurisdiction of this Agreement. Employees violating this Section may be subject to discharge or other disciplinary action.



**ARTICLE XXII  
ON-THE-JOB INJURY**

If an employee suffers an industrial injury during the workday while employed by an Employer, he/she shall be compensated for the full day even though he/she may have to leave work under doctor's order. If he/she tests positive under the Employers Drug and Alcohol Policy "post-incident" he/she will forego the full day compensation and only be paid for time on the job.

**ARTICLE XXIII  
DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

**SECTION 1:** The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol Policy.

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

**SECTION 3:** All such substance abuse programs, rules, or regulations shall be submitted to the Union for review prior to implementation by the Employer.

**ARTICLE XXIV  
WAGES**

**SECTION 1:** The wage scales for all employees covered by this Agreement effective July 1, 2022, is set forth on the Wage Schedule, which is attached hereto and by this reference incorporated herein.

EFFECTIVE JULY 1, 2022	JOURNEYMAN	\$ 30.04 PER HOUR
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(A) Wages and fringe benefits shall be increased for Journeymen in the following amounts on the dates set forth below:

EFFECTIVE JANUARY 1, 2023	\$ 0.75 INCREASE
EFFECTIVE JULY 1, 2023	\$ 0.75 INCREASE
EFFECTIVE JANUARY 1, 2024	\$ 0.75 INCREASE
EFFECTIVE JULY 1, 2024	\$ 0.75 INCREASE
EFFECTIVE JANUARY 1, 2025	\$ 0.75 INCREASE
EFFECTIVE JULY 1, 2025	\$ 0.75 INCREASE

**SECTION 2:** Where the Union deems it necessary to protect its jurisdiction, the Union will consider, prior to the bidding process or letting of a contract for a particular project, a modification of the wages and/or conditions as outlined in the current Collective Bargaining Agreement. Should the Union consent to a modification of the Labor Agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, the Agreement of January 1, 2023, shall remain in full force and effect. However, no Employer who is delinquent in the payment of fringe benefits as contained in ARTICLES XIII, XIV, XV, XVI, XVII, or XVIII of this Agreement will be allowed to use this Section, including requests for modifications or payments for work performed on jobs previously approved, while delinquent and for a period of ninety (90) days following payment of delinquent contributions.

**SECTION 3:** During the life of this Agreement, the Employer agrees, at the Union's request, thirty (30) days in advance of any year's effective wage date to deduct from the wage package additional contributions to Pension, Health and Welfare or Apprenticeship Training Funds, starting with the effective wage date.

**ARTICLE XXV  
APPRENTICES**

**SECTION 1:** Subject to Apprenticeship Standards, any applicant must be eighteen (18) years of age. A general glazier Apprentice must serve at the trade for four (4) years before becoming a Journeyman.

**SECTION 2:** A glass firm hiring and registering an Apprentice and discharging him/her without just cause or prior notification to the Joint Apprenticeship & Training Committee shall not be entitled to another Apprentice until such time as the discharged Apprentice would have completed his/her full term of Apprenticeship. Any appeal should be subject to the Joint Apprenticeship & Training Committee.

**SECTION 3:** The number of Apprentices shall not exceed a ratio of one (1) Apprentice to one (1) fully trained Journeymen in full employment on the jobsite in order to assure adequate training and supervision. Additional Apprentices are authorized at the rate of one (1) to three (3) fully trained Journeymen thereafter. Full employment shall be defined as one thousand, nine hundred twenty-eight (1,928) hours worked.

**SECTION 4:** Every individual Employer who employs one (1) or more Journeymen may employ one (1) Apprentice; a second Apprentice shall not be employed until six (6) Journeymen are employed. This ratio may be altered at the discretion of the Joint Apprenticeship & Training Committee at the request of the individual Employer. The Apprenticeship Program will be reviewed by the Joint Conference Board in conformance with the Apprenticeship Standards, and thereupon becomes a part of this Agreement.

**SECTION 5:** An Apprentice shall not be permitted to work for any person or firm other than his/her first individual Employer, except by permission of the Joint Apprenticeship & Training Committee. After two (2) years of employment as an Apprentice, the Joint Apprenticeship & Training Committee may rotate an employee into different shops if he/she is not, in the opinion of the Joint Apprenticeship & Training Committee, receiving a well-rounded training in the shop of just one individual Employer.

**SECTION 6:** Once an Apprentice has reached the eighty-five percent (85%) level of the Apprenticeship they may be sent out to work without Journeyman supervision on limited tasks such as caulking, vinyl, installing screens or other simple tasked as deemed safe to do so alone and that the unsupervised time doesn't exceed one thousand (1000) hours of their Apprenticeship.

**SECTION 7: WAGE RATES FOR GENERAL GLAZIER APPRENTICES**

1 <sup>st</sup> 6 Month Period	60% of Prevailing Journeyman Wage
2 <sup>nd</sup> 6 Month Period	65% of Prevailing Journeyman Wage
3 <sup>rd</sup> 6 Month Period	70% of Prevailing Journeyman Wage
4 <sup>th</sup> 6 Month Period	75% of Prevailing Journeyman Wage
5 <sup>th</sup> 6 Month Period	80% of Prevailing Journeyman Wage
6 <sup>th</sup> 6 Month Period	85% of Prevailing Journeyman Wage
7 <sup>th</sup> 6 Month Period	90% of Prevailing Journeyman Wage
8 <sup>th</sup> 6 Month Period	95% of Prevailing Journeyman Wage

**ARTICLE XXVI  
HOURS AND OVERTIME**

**SECTION 1:** Eight (8) consecutive hours (exclusive of one-half (1/2) hour for lunch) shall constitute a day's work between the hours of 5:00 a.m. and 5:00 p.m.; forty (40) hours shall constitute a week's work, Mondays through Fridays inclusive, for glass workers.

**SECTION 2:** All work performed outside the hours of 5:00 a.m. or after 5:00 p.m. or in excess of a day's work or a week's work, as defined in Section 1, shall be considered overtime and paid for at the rate of time and one-half (1-1/2). All work performed in excess of twelve (12) hours on any normal workday defined in Section 1, shall be paid at the rate of double time. All Saturdays shall be paid at the rate of time and one-half (1-1/2) for the first twelve (12) hours worked, Sunday shall be paid at the rate of double-time, minimum of two (2) hours' pay.

**SECTION 3: REPORTING PAY** When a worker reports for work in response to an order from Employer or Foreman, he/she shall receive not less than four (4) hours' show up time at straight-time pay. Call back after a completed shift shall be computed in accordance with ARTICLE XXVI (Hours and Overtime); but under no circumstances shall the amount of pay be less than an amount equal to two (2) hours or time and one-half (1-1/2). Reporting pay rules will be suspended if a job shut down is the result of an "act of God", such as weather or power outages.

**SECTION 4:** With the mutual consent of the Employer and employee and job conditions permitting, the four (4) day week, ten (10) hour day may be worked. On a 4x10 workweek, all work performed outside the hours of 5:00 a.m. and 5:00 p.m. (or such other hours as may be agreed upon by any Employer and Local No. 740), or in excess of ten (10) hours per day shall be considered overtime and paid for at the rate of time and one-half (1-1/2). All time in excess of twelve (12) hours on any 4x10 day shall be paid at the rate of double time. It is to be utilized on a weekly basis only, four (4) consecutive days, Monday through Friday, between the hours of 5:00 a.m. and 5:00 p.m. All work performed on Saturday and the scheduled weekday-off (Monday or Friday) shall be paid at the rate of time and one-half (1-1/2) for the first twelve (12) hours and double time after, all work performed on Sunday shall be paid at the rate of double time and shall be for at least two (2) hours. The employee may voluntarily elect to work a scheduled day-off at straight-time if the employee was unable to work one (1) of the days during the workweek due to a holiday or through no fault of the Employer.

All time on Sunday shall be paid for at the rate of double-time, minimum of two (2) hours' pay. On a 4x10 workweek, any holiday falling on Monday will be observed on Tuesday; any holiday falling Friday observed on Thursday.

**SECTION 5:** Employees are entitled to 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 (10) minute breaks per eight (8) hour shift, to be taken in place at the worksite. When pre-arranged 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.

**SECTION 6:** All employees shall be given fifteen (15) minutes clear up time on the clock immediately prior to quitting time as a standard under this Agreement. When appropriate in relation to conditions on a particular project, The Employer and the Union may agree to expand this clean up time. Personal clean-up time shall be taken after placing company materials and company equipment where they properly belong.

**ARTICLE XXVII**  
**HAZARD PAY - TOOLS - WORKMANSHIP - WORK CONDITIONS**

**SECTION 1: HAZARD PAY** An employee doing work in a hazardous location, as described below, shall receive one dollar (\$1.00) per hour over scale for hazard pay under the following conditions:

- Any employee doing work from a swing stage, scaffold, suspended contrivance, or mechanical apparatus
- Any employee doing work from a one hundred-twenty foot (120') or greater Aerial lift
- Any employee doing work from a bosun chair (non-motorized single-man apparatus) shall receive four dollars (\$4.00) per hour over scale for all hours worked regardless of height
- There shall be at least two (2) employees present any time that work is performed from a single man apparatus in a hazardous location as described in this Section 1

**SECTION 2:** Any employee failing to wear a safety harness as required by safety laws shall not receive hazard pay for the entire shift. All employees are required to keep current all certification cards to operated standard aerial equipment (i.e. boom lifts, scissor lifts as well as swing stage and scaffold training, other equipment certs apply such as lift trucks, reach forklift & warehouse forklift)

**SECTION 3: TOOLS & WORKMANSHIP** All work shall be done in conformity with the specifications on the job concerning workmanship. All specialty tools shall be furnished by the individual Employer; however, each glazier shall provide himself/herself with and maintain at his/her expense the following minimum set of tools:

TOOLBOX (Tool Bucket)	COMBINATION WRENCH SET 5/16-3/4
25-FOOT TAPE Measure	VINYL CUTTER
3' LEVEL & 6' Level	REGULAR PLIERS
PRY BARS	VICE GRIP
HAMMER	HACKSAW
PUNCH	TIN SNIPS - LEFT, RIGHT & CENTER
METAL FILES	RAZORBLADE HOLDER
ASSORTED CAULKING SPATULA's	VINYL ROLLER
COMBINATION SQUARE & 2' SQUARE	PHILLIPS SCREWDRIVER
CHALK LINE	ALLEN WRENCH SET
PLUMB BOB	SOFT FACE HAMMER/RUBBER Mallet
SOCKET SET	

Each Employer shall furnish employees, upon signed receipt, drill motors with names and model numbers. Upon termination or discharge, damage or loss, individual employees shall pay for such damage or loss. Normal maintenance shall be the Employer's responsibility.

**SECTION 4:** Certified welders shall receive ten percent (10%) above the base rate of pay for actual time spent performing welding duties. Welding duties shall be defined as all work necessary to the welding process from the time the welder is being set up until it is put away. Examples include, but are not limited to set-up and clean-up, grinding, cutting, layout and painting.

**SECTION 5:** It is agreed that on any job for the purpose of safety and protection of property and where glass is more difficult or dangerous to handle, the Employer will use additional men if requested by the leadman.

In any case where safety is a question, an employee shall not be terminated for refusing to put himself/herself in a hazardous situation. In the event of a dispute over safety, the Union Business Representative and the Employer will attempt to resolve the problem.

**ARTICLE XXVIII  
LEADMAN**

**SECTION 1:** On any commercial job site with seven (7) or more employees, the Employer shall appoint a leadman. The leadman shall have the duties of being responsible for that job. The leadman's pay shall be ten percent (10%) above the base rate of pay including hazard pay, if any.

On any commercial job site with four (4) but less than seven (7) employees, the Employer shall appoint a leadman. This leadman shall have the duties of being responsible for that job. The leadman's pay shall be five percent (5%) above the base rate of pay including hazard pay, if any.

Should an employee hold leadman responsibilities for three (3) or more jobs at any one (1) time, the employee shall be considered a leadman regardless of the number of men the job requires. The leadman's pay shall be five percent (5%) above the base rate of pay including hazard pay, if any.

**ARTICLE XXIX  
FLEXIBILITY TO MODIFY AGREEMENT TO EXPAND WORK**

The terms and provisions of this Agreement may be modified by the Business Manager/ Secretary Treasurer of the District Council (Local Union), at his/her discretion, for the purpose of organizing, holding a job Union, maintaining or entering a particular market segment, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidder's signatory with the IUPAT.

**ARTICLE XXX  
IUPAT NOT A PARTY TO THE COLLECTIVE BARGAINING AGREEMENT**

It is understood and agreed by and between the parties to this Agreement that, by approving this Agreement pursuant to provisions set forth in the IUPAT General Constitution, neither the International Union of Painters and Allied Trades, AFL-CIO ("International Union") nor any of its officers, agents, employees, or representatives shall, in any manner: (1) Be made the subject of any duty or liability whatsoever arising from the terms and conditions of this Agreement; (2) Be held liable with respect to any claims, causes of action, or liabilities relating to the application or interpretation of the terms of this Agreement, or the actions of the parties in relation thereto; and (3) Be construed as parties to this Agreement.

**ARTICLE XXXI  
GENERAL SAVINGS CLAUSE**

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

**ARTICLE XXXII  
DURATION**

This Agreement shall become effective January 1, 2023, and shall remain in effect until December 31, 2025, 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 December 31, 2025, 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 December 31, 2025, or on or after an anniversary in the event of an automatic renewal.

# WORKING AGREEMENT

Between

## GLAZIERS, ARCHITECTURAL METAL, AND GLASS WORKERS LOCAL NO. 740 IDAHO

IUPAT DISTRICT COUNCIL NO. 5

And

## STEEL ENCOUNTERS, INC.

This Collective Bargaining Agreement of January 1, 2023, is made and entered into by and between the undersigned Glaziers, Architectural Metal, and Glass Workers Local Union No. 740, fully affiliated with District Council No. 5 of the International Union of Painters and Allied Trades, AFL-CIO:

SIGNED AND AGREED TO THIS 11 DAY OF August, 2023

### FOR THE EMPLOYER

Steel Encounters, Inc.

Employer

Derek Losee, Executive Vice President

Company Representative Name & Title

Derek Losee

Signature

dereklosee@steelencounters.com

E-Mail Address

525 E 300 South

Company Address

Salt Lake City, UT 84102

City, State Zip

(801) 478-8100

Telephone Number

### FOR THE UNION

IUPAT District Council No. 5 Local Union No. 740

Mike James - Local No. 740 Business Representative

Signature

Digitally signed by Derek Losee  
DN: cn=Derek Losee, email=Derek.Losee@steelencounters.com, o=Steel Encounters, Inc., cn=Derek Losee  
Reason: I agree to the terms defined by the  
placement of my signature on this document.  
Date: 2023.08.11 10:15:40-0800