

## **AGREEMENT**

**By and Between**

**WASHINGTON ATHLETIC CLUB**

**And**

**I.U.P.A.T. DISTRICT COUNCIL NO. 5**

This Agreement is between the WASHINGTON ATHLETIC CLUB (hereinafter referred to as the "WAC") and I.U.P.A.T. DISTRICT COUNCIL No. 5 (hereinafter referred to as the "Union").

### **ARTICLE I – RECOGNITION**

1.1 The WAC recognizes the Union as the sole and exclusive bargaining representative for all employees engaged in painting or drywall finishing work.

### **ARTICLE II – UNION MEMBERSHIP**

2.1 All employees covered by this Agreement shall be Union members, in good standing, as a condition of employment. Employees who are not Union members on the date of employment shall become members by thirty (30) days following their date of employment.

2.2 The WAC shall, within five (5) working days after receipt of written notice from the Union, discharge any employee who is not in good standing by the Union as required by the preceding paragraph. "Good standing" shall mean that the employee has paid or offered to pay the initiation fees and regular monthly dues uniformly required for membership in the Union.

2.3 The WAC may refer requests for employment to the Union Central Dispatch Office.

### **ARTICLE III – UNION RIGHTS**

3.1 Representatives of the Union shall be permitted to visit the premises of the WAC at any reasonable time during working hours, provided such representatives first make their presence known to the person(s) designated by management. The right shall be recognized reasonably and the Union agrees not to interfere with the normal conduct of work in the establishment.

3.2 The WAC agrees to recognize one employee as the Shop Steward. The Steward shall be appointed by the Union. The Steward will assist, if requested by the legal bargaining representative, to represent all employees covered under the terms of this Agreement regarding the interpretation and application of this Agreement.

3.3 No employee shall be disciplined or discriminated against for Union-related activities.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

4.1 The Union recognizes the right of the WAC to operate and manage its facility, including but not limited to the right to establish and require fair standards of performance; to maintain order and efficiency; to direct and schedule employees; to implement new and different operational methods or procedures; to determine staffing levels; to promote, suspend, discipline and discharge for cause; to determine the kind, type, and location of facilities.

#### **ARTICLE V – TEMPORARY EMPLOYEES**

5.1 It is agreed that all temporary employees hired by the WAC shall clear through the Union and be paid, at minimum, the Journey Painters Scale and fringe benefits established by the Western Washington Area Agreements for the Painting Industry.

#### **ARTICLE VI – HOURS OF WORK AND OVERTIME**

6.1 A normal work day shall consist of eight (8) hours of work between the hours of 7:00 AM and 6:00 PM. The normal work week shall consist of forty (40) hours of work Monday through Friday. Employees who work a four (4) day, forty (40) hour work week shall also be considered as working a normal work week.

6.2 Hours worked outside normal working hours, at management's request, shall be compensated at 10% above the employee's hourly rate.

6.3 Hours worked in excess of the normal work day, at management's request, or the normal work week, shall be compensated at the rate of 1½ times the regular rate of pay. Employees may volunteer to work over eight (8) hours in a day at the straight-time rate of pay.

**ARTICLE VII – HOLIDAYS**

7.1 Recognized holidays shall be:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

7.2 Recognized holidays shall be days off work with regular pay.

7.3 Hours worked on recognized holidays shall be compensated at two (2) times the employee's regular rate of pay. There shall be no work on Labor Day.

7.4 At the employee's discretion, the Friday after Thanksgiving may be used as a recognized holiday in lieu of President's Day.

**ARTICLE VIII – VACATION AND BEREAVEMENT LEAVE**

8.1 VACATION. Employees shall earn five (5) days of vacation after one (1) year of work, ten (10) days after two (2) years of work, and fifteen (15) days of vacation after five (5) years of work, and twenty (20) days of vacation after twenty (20) years of work.

8.2 Vacation accrual is calculated from the date of employment and shall be prorated during the second year of employment. Vacation shall be based on the wage scale in effect for the normal classification of work and the average number of straight-time hours worked per week for the twelve (12) months preceding the employment anniversary date.

8.3 BEREAVEMENT LEAVE: Any employee covered by the terms of this Agreement who suffers the death of an immediate family member shall receive three (3) days Bereavement Leave with pay at the straight-time rate.

8.4 For the purpose of applying Article 8.3, "immediate family" shall include: a spouse, a child or step-child, a parent or step-parent, grandparents or grandchildren.

8.5 SEATTLE PAID SICK LEAVE AND SAFE LEAVE ORDINANCE WAIVER. In consideration of the terms of this Agreement, the parties agree to hereby expressly waive the provisions of the City of Seattle Ordinance 123698, requiring paid sick leave and any other similar ordinances adopted by a jurisdiction.

The WAC agrees to continue with the current vacation plan. The WAC further agrees that regular employees shall be provided three (3) sick leave days per year. One (1) sick leave day may be carried over from one calendar year to the next calendar year.

#### **ARTICLE IX – HEALTH AND WELFARE PLAN -- PAINTERS**

9.1 The WAC agrees to pay costs necessary to maintain the current level of benefits provided by the Painters Trust Flat Rate Plan on behalf of each employee covered by this Agreement.

The WAC may open ARTICLE IX for negotiation in the event the WAC's contribution requirement increases more than twenty (20) percent in any consecutive twelve (12) month period. All other Articles and provisions in the Agreement will remain in effect during these discussions, and no changes in the Health and Welfare Article will be made without mutual agreement between the parties.

9.2 The WAC agrees to be bound by the Agreement and Declaration of Trust of the Employee Painters Trust Fund and by any Amendment heretofore or hereafter adopted.

#### **ARTICLE X – PENSION PLAN**

10.1 The WAC shall contribute one dollar and fifty cents (\$1.50) per compensable hour, in addition to wages, on behalf of each employee covered by this Agreement. The contribution amount is to be split as follows: seventy-five cents (75¢) per compensable hour will be paid by WAC to the Western Washington Painters Pension Plan; seventy-five cents (75¢) per compensable hour will be paid by WAC to the IUPAT Union Industry Pension Fund on behalf of each employee covered by this Agreement. The purpose of said payment shall be to provide retirement benefits for eligible employees, pursuant to the provisions of said pension fund. The contribution rate shall increase by twenty-five cents (25¢) per compensable hour on July 1, 2016, July 1, 2017 and July 1, 2018 and these increases shall go to the Western Washington Painters Pension Plan.

10.2 The WAC agrees to be bound by the Agreement and Declaration of Trust of Western Washington Painters Pension Trust Fund and by any Amendment heretofore or hereafter adopted. Painters shall receive pensions listed in the Western Washington Painters Pension.

#### **ARTICLE XI – SETTLEMENT OF DISPUTES**

11.1 It is the intent of the Union and the WAC that all disputes arising out of the interpretation or the application of this Agreement shall be amicably settled.

11.2 Any grievance by an employee involving the interpretation or application of this Agreement shall be processed in the following manner:

Step 1. Such grievances must be communicated by the employee to the appropriate supervisor and the Union Representative within seven (7) calendar days of the date the employee becomes aware of the occurrence or incident giving rise to the grievance. The supervisor will give prompt consideration to the situation and advise the employee and the Union on the disposition of the matter.

If the parties cannot resolve the grievance, it may be referred to Step 2 of the grievance procedure by the Union, provided this is done in writing within ten (10) calendar days of the date it was first discussed with the appropriate supervisor.

Step 2. Written grievances carried to Step 2 shall be filed with the VP Human Resources or other representatives of the Human Resources Department. HR Department representatives shall communicate promptly with the parties and shall arrange a meeting if appropriate. An HR Representative shall render a written response to the grievance no later than ten (10) calendar days after its filing in Step 2.

Step 3. If the matter is not resolved in Step 2, the Union may refer the same to binding arbitration under Step 3, provided this is done in writing within ten (10) calendar days after the receipt of the HR Representative's response. The request for arbitration shall state the grievant's claim, the provisions of the Agreement alleged to be misinterpreted or misapplied, and the relief sought. Thereafter, the parties shall proceed promptly to arrange for arbitration by a single qualified arbitrator.

If the parties cannot agree on the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven qualified and approved arbitrators from which list an arbitrator shall be selected by the parties, alternately striking one name at a time until only one name remains.

The last person remaining on the list shall be designated as the arbitrator who shall, after hearing, render a decision on the matter. The decision of the arbitrator shall be rendered within sixty (60) days after the close of the hearing or receipt of the post hearing briefs, and shall be final and binding on all parties.

Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions. The expense of the arbitrator and all other expenses of the arbitration other than those incurred by each party in the presentation of its own case, shall be borne by the losing party.

11.3 The time limits expressed in this Article are to be strictly observed. Such limits may be extended only by written mutual agreement of the WAC and Union as to a particular grievance.

#### **ARTICLE XII – WAGES**

12.1 Wages paid under this Agreement shall be 88% of the Master Painters Scale, as negotiated in the Western Washington Area Agreement for the Painting Industry.

12.2 Any painter designated as foreman by the WAC shall be paid an additional seventy-five (75¢) cents per hour.

12.3 Nothing in this Agreement shall be construed to prevent the WAC from paying over the wages herein set forth.

#### **ARTICLE XIII – JURY DUTY**

13.1 Any employee called for jury duty shall be paid the difference between compensation earned as a juror and the straight-time rate of pay. The WAC shall not be required to compensate an employee for more than twenty (20) days of jury service in any calendar year.

13.2 If an employee is excused from jury duty service for any day prior to twelve o'clock noon, s/he must report to work and work the balance of the shift, or four (4) hours, whichever is greater, if required to do so by his/her appropriate supervisor. If an employee is excused from jury duty service after twelve o'clock noon any day, s/he shall not be required to report to work for the remainder of that day.

#### **ARTICLE XIV – LABOR DISPUTES**

14.1 In the event of a strike by members of another bargaining unit, the WAC will not assign any work done by that unit to the I.U.P.A.T. members covered by this Agreement.

#### **ARTICLE XV – SAVINGS CLAUSE**

15.1 If any Article of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article is restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.


15.2 The parties agree that any portion of this Agreement rendered invalid by operation of law or by any tribunal of competent jurisdiction will be automatically amended to comply with the law or tribunal hearing.


**ARTICLE XVI – TERM OF AGREEMENT**

16.1 This Agreement shall take effect on June 1, 2016, and shall remain in effect through May 31, 2019, and from year-to-year thereafter unless written notice of desire to modify or terminate this Agreement is given by either party within the period ninety (90) to sixty (60) days prior to any expiration date.

WASHINGTON ATHLETIC CLUB

I.U.P.A.T. DISTRICT COUNCIL #5

By:   
\_\_\_\_\_  
Chuck Nelson PRES & CEO  
Printed Name / Title  
Date: 8/30/16

By:   
\_\_\_\_\_  
Fernando Arevalo  
Printed Name / Title  
Date: August 26, 2016

