

Glaziers, Architectural Metal and Glassworkers Local 188

Fully affiliated with IUPAT District Council 5

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Memorandum of Understanding

between

**IUPAT District Council 5/ Glaziers, Architectural Metal and
Glassworkers Local Union 188 (Union)**

and

Wayne Powell Painting, Inc. (Employer)

Historical Restoration and Joint Sealant Division

This Memorandum of Understanding (hereinafter called "MOU") is entered into between IUPAT District Council 5/Glaziers, Architectural Metal and Glassworkers Local Union 188 (hereinafter called "Union"), and Wayne Powell Painting, Inc. (hereinafter called "Employer") to address to the competitive conditions which have caused many glazing installation companies to subcontract the sealing of their installed window products, as well as the lack of contractors with the specialized skills needed for the restoration of historical buildings. In an effort by Labor and Management to capture more work within that market, the Union and the Employer agree to the following:

1. The terms and conditions of this MOU are in addition to the current Eastern Washington/Northern Idaho Glazier Collective Bargaining Agreement, including any successor agreements. All terms and conditions of the Eastern Washington/Northern Idaho Glazier Collective Bargaining Agreement including, but not limited to, wages, working conditions, Trust obligations and grievance procedure will apply unless addressed specifically in this MOU.
2. This MOU applies to the installation and application of sealants including, but not limited to, weatherproofing, barriers and coatings, as well as the restoration of historical buildings. This MOU covers both the products used and the process of applying and sealing architectural metal, glazing and window systems, including the surrounding structure in order to prevent any further deterioration.
3. The Union and the Employer agree to establish a Restoration and Sealant Specialist classification and a Restoration Trainee classification for work on projects covered by this MOU. A Restoration and Sealant Specialist may assist Journey Glaziers in all aspects of sealing and weatherproofing, as well as restoration of all historical structures.

4. Rates of Pay

- 4.1 Effective October 1, 2022, the Restoration and Sealant Specialist total package, which includes payment for wages, vacation and holiday pay, shall be \$44.98 per hour.

Base pay shall be \$33.54 per hour with the following Trust Fund contributions:

Health & Welfare Trust	\$7.40 per hour
Pension Trust	\$3.80 per hour
Training Fund Trust	\$0.24 per hour
Market Recovery	\$0.44 per hour

4.2 The following increases shall apply to the Restoration and Sealant Specialist classification:

<u>Date</u>	<u>Increase</u>	<u>Total Package</u>
10/1/2022	\$1.35	\$44.98
10/1/2023	\$1.32	\$46.30
10/1/2024	\$1.33	\$47.63

4.3 Effective May 1, 2018, the hourly wage rates for all Restoration Trainees shall be paid at the following percentages of the top Journeyman wage rate:

<u>Progression</u>	<u>Classification</u>	<u>Wage</u>
5,001-6,000 hours	Restoration Trainee 6	90%
4,001-5,000 hours	Restoration Trainee 5	80%
3,001-4,000 hours	Restoration Trainee 4	75%
2,001-3,000 hours	Restoration Trainee 3	70%
1,001-2,000 hours	Restoration Trainee 2	65%
0 - 1,000 hours	Restoration Trainee 1	60%

Thereafter, Journeyman Restoration and Sealant Specialist scale.

4.4 Trust Fund contributions shall be as follows for all Brackets of Restoration Trainee:

Pension Fund:	<u>Progression</u>	<u>Classification</u>	<u>Rate</u>
	5,001-6,000 hours	Restoration Trainee 6	\$2.80/hour
	4,001-5,000 hours	Restoration Trainee 5	\$2.80/ hour
	3,001-4,000 hours	Restoration Trainee 4	\$1.80/ hour
	2,001-3,000 hours	Restoration Trainee 3	\$1.80/ hour
	1,001-2,000 hours	Restoration Trainee 2	\$0.80/ hour
	0 - 1,000 hours	Restoration Trainee 1	\$0.80/ hour
Health & Welfare:		All Classifications	\$7.40 /hour
Training Trust:		All Classifications	\$0.24/hour

4.5 Each classification of Restoration Trainee will be for the duration of 1,000 on-the-job hours, either consecutive or accumulative.

4.6 It shall be the responsibility of the Employer to be sure raises are applied after each 1,000-hour interval.

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

4.8 The Employer acknowledges that the employees may increase Trust Fund contributions during the term of this MOU. Any increase to the Pension Trust Fund contribution will not increase the total package amounts outlined in Section 4.3, however, the Employer agrees to cover any maintenance of benefits that is required in order to keep the Health and Welfare Trust Fund healthy as required by that Joint Trust.

5. Restoration Trainee and Journeyman Training

Wage rate and condition of employment for the Restoration Trainee classification shall be in accordance with the regulations as established by the parties to this Agreement.

- 5.1 It is agreed that a Restoration Trainee will complete 40 hours of Employer provided RSI (related/supplemental instruction) training per bracket level as well as the 1,000 on-the-job hours required for reaching the next level of their progression. Safety classes provided by the Eastern Washington Apprenticeship will also qualify towards the 40 RSI hours needed to advance. These classes include, but are not limited to, OSHA 30, First Aid and CPR, Scaffold Awareness, Fall Safety, Swing Stage, Forklift Operator and Aerial lift training.
- 5.2 Each Journey Restoration and Sealant Specialist shall successfully complete and maintain safety training and possess a valid certification (card), without compensation, for the following: First Aid/CPR, Forklift Operator, OSHA-10, Scaffolding, all aerial man lifts and Swing Stage. The length of time the certification card(s) is valid will be determined by the JATC. Each Journey Restoration and Sealant Specialist can substitute OSHA 30 for the following cards: Forklift operator, OSHA 10, Scaffolding, all aerial lifts, and swing stage.
- 5.3 The Apprenticeship and Training Coordinator shall be responsible to maintain the database regarding employees' compliance with the requirements of this Section.

6. Tools

All specialty tools shall be furnished by the individual Employer; however, each Journey Restoration and Sealant Specialist shall provide for themselves, and maintain at their expense, the following minimum set of tools:

- Roller Knife
- Tape Measure – 25' x 1" wide
- Margin Trowel
- Caulking Tools (3, 4, 5, 6, 1½", 2")
- Utility Knife
- Razor Scraper Knife
- Screwdrivers – Phillips (Large, Medium & Small)
- Screwdrivers–Straight Slotted (Large, Medium & Small)
- Diagonal Cutters
- Files- Finish and Rough
- Hook Tool
- Pry Bar – Jimmy
- Wrench – Adjustable (Crescent)
- Caulking Gun – Manual and Automatic

- 6.1 Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.
- 6.2 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.

7. Journeyman to Restoration Trainee and Apprentice Ratios

The ratio of Restoration Trainees to Journeymen Restoration and Sealant Specialist shall be as follows: for the first Journey Restoration and Sealant Specialist employed, two (2) Restoration Trainees may be employed; for every Journey Restoration and Sealant Specialist employed thereafter, one (1) additional Restoration Trainee may be employed.

- 7.1 Per Washington State Standards the ratio of journeypersons to registered apprentices shall be 1 journeyperson to 1 registered apprentice on jobsite or shop. Apprentices will work the same hours as journey-level workers, except when such hours may interfere with related/supplemental instruction. Restoration Trainee's on site or in the shop will count against the 1 to 1 ratio.

8. Prevailing Wage Jobs

- 8.1 The rate of pay for all classifications of work performed will be that which is predetermined by any

Government Agency that publishes prevailing rates at the time the job-bid was awarded by the contracting agency. Restoration Trainees and Journey Restoration and Sealant Specialists on these sites will make the local designated Journeyman Rate. Apprentices doing work for; or on site; will be paid their appropriate percentage of total package.

9. Travel & Subsistence

Free travel zone shall be up to 60miles from Employee’s home or Employer’s shop (whichever is closest to the jobsite). Over 60miles shall be at the established IRS mileage rate. Subsistence shall be paid as follows in Section 9.1.

9.1 Subsistence will be paid up to \$90.00 per day with receipts for each night an Employee is required to stay away from home. This includes Saturday, Sunday, and Holidays. On the day an employee returns home they will receive a flat rate of \$35.00. When required to travel out of town over 60 miles and in a company vehicle, Employees shall receive \$15.00 per hour or, no less than the States minimum hourly wage while traveling to and from the job site. If an Employee uses a personal vehicle, the same wage will apply and the Employee shall receive the established IRS mileage rate.

Signed in Good Faith on _____ --

WAYNE POWELL PAINTING, INC:

IUPAT DISTRICT COUNCIL 5/LOCAL 188:

Employer Signature

Union Signature

Printed Name & Title

Printed Name & Title