

IUPAT DISTRICT COUNCIL 5 / LOCAL 188

DISTRIBUTION & SERVICE COLLECTIVE BARGAINING AGREEMENT



JELD-WEN Windows and Doors - Kent

August 1, 2019 – July 31, 2022

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**DISTRIBUTION & SERVICE
COLLECTIVE BARGAINING AGREEMENT**

by and between

**IUPAT DISTRICT COUNCIL 5/GLAZIERS, ARCHITECTURAL METAL
AND GLASSWORKERS LOCAL 188**

and

JELD-WEN WINDOWS AND DOORS - KENT

**ARTICLE 1
SCOPE OF AGREEMENT**

- 1.1 This is a collective bargaining agreement between IUPAT DC 5/Glaziers, Architectural Metal & Glassworkers Local 188 (referred to as the “**Union**” or “**Local 188**”) and JELD-WEN Windows and Doors - Kent (“**Employer**”). The term “employee” in this agreement means employees doing work as defined under “distribution & service” work, but the term “employee” as used in this agreement does not include:
- a. Students who work one hundred and twenty (120) days or less during school recess.
 - b. Students who work twenty (20) hours per week or less during the school year.
 - c. Part-time employees who work twenty (20) hours or less per month.
 - d. Owners, daughters, daughters-in-law, sons, sons-in-law, husbands, or wives of owners.
 - e. Supervisors or managers.
 - f. Newly hired employees who do not work a full thirty (30) day period from their first day of employment, but if the individual works beyond the thirty (30) day period, such individual shall be considered an employee subject to this agreement from the first day of that individual’s employment.
 - g. Temporary workers employed for two weeks or less, with advance notice to the Union whenever possible.

**ARTICLE 2
AREA & WORK COVERED BY AGREEMENT**

- 2.1 “Distribution and Service” mean the handling and delivery of materials manufactured by Employer and the repair and service of those materials, originating and/or dispatched from the Employer’s facility located at 21810 76th Avenue South, Kent, Washington 98032.

**ARTICLE 3
UNION SECURITY**

- 3.1 The Employer recognizes the Union as the sole collective bargaining agent for employees employed in the bargaining unit covered by this agreement.
- 3.2 Employee membership in good standing with the union as a condition of employment will be handled as described below. (Membership in good standing for purposes of this provision shall constitute the payment or tender of regular dues and initiation fees uniformly assessed.) All

employees employed by the Employer on the date of ratification of this agreement shall have up to thirty (30) days in which to decide whether they wish to remain members of the Union. All employees who sign, or have previously signed, the Working Dues Authorization described in Section 3 of this article must maintain membership in good standing as a condition of employment. During the thirty-day period following ratification of this Agreement, any employee who has previously signed the Working Dues Authorization shall have the right to revoke it with written notice to the Union and a copy to the Employer. The Working Dues Authorization shall remain in effect unless the employee provides notice to the Union, with a copy to the Employer.

Employees hired after the ratification date of this agreement shall have 30 days from their date of hire to decide whether they wish to maintain membership in good standing as a condition of employment. If such new hire signs a Working Dues Authorization as described in Section 3 of this article, such employee will be required to maintain membership in good standing as a condition of employment until such time as the working dues authorization may be revoked as described above.

- 3.3 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 _____

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.

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

ARTICLE 4 **REFERRALS**

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

ARTICLE 5
SAFETY

- 5.1 The Employer agrees to furnish all safety equipment pursuant to the "General Safety Standards" issued by the State of Washington applicable to the glass and glazing industry. Where any safety training or specific needs for promotion of skills and efficiency of any worker signed to this Agreement, JATC Trust would welcome the JELD-WEN workers to have access to and gain a tradesman's education through the Apprenticeship Training facility.

The Employer and Local 188 agree to create a Safety Committee comprised of the Branch Manager and one representative each from the shop, from the drivers, and from the techs. The Safety Committee should meet monthly to address and attempt to resolve in good faith any safety issues or items of concern to employees or the Employer.

ARTICLE 6
NON-DISCRIMINATION

- 6.1 Neither the Employer, Union, nor any employees shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, sexual orientation, political ideology, national origin, age, or sensory, mental or physical disabilities, or any other basis prohibited by applicable law.
- 6.2 Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

ARTICLE 7
HOURS & OVERTIME

- 7.1 Shift starting times shall be established by the Employer with notification to Local 188 as soon as practical. Eight (8) hours shall constitute one (1) day's work. The regularly established starting time for the day shift shall be recognized as the beginning of the twenty-four (24) hour workday period. Five (5) days, Monday through Friday inclusive, shall constitute one (1) week's work. The regular daily work period for the respective shifts shall be as follows:
- a. First, or regular daylight shift - An 8½ hour period (between the time of not earlier than 6:00 a.m. and not later than 5:00 p.m.), less thirty (30) minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium. Shift times may start prior to 6:00 a.m. on a volunteer basis.
 - b. Second Shift - An 8½ hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate, plus fifty cents (\$0.50) per hour.
 - c. Third Shift - An 8½ hour period less thirty (30) minutes for meals on employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rate, plus fifty cents (\$0.50) per hour.
- 7.2 Personal preparation for work and cleanup shall be before starting time and after quitting time and shall not be a part of the eight (8) hours constituting a day's work.
- 7.3 Overtime will be equal to time and one-half (1½) for hours worked in any week in excess of 40 hours.

Any work assigned at straight-time rates on days beyond the normal workweek will be voluntary. All overtime after 50 hours in a work week will be voluntary. The company agrees to continue its current practice of requesting qualified volunteers, considering both seniority and operating efficiency, for all overtime assignments. In situations where the qualified volunteers are insufficient to meet the company's business demands, then mandatory overtime assignments within the 50-hour time limit can be made if there has been 24 hours' advance notice for overtime during the workweek and 72 hours' advance notice for overtime on the weekend. An employee may not be given a mandatory overtime assignment on a third consecutive weekend. Truck drivers shall be excluded from the 50-hour mandatory overtime limit. If the 50-hour limit on mandatory overtime becomes a problem, both parties agree to review this provision during the life of this agreement.

- 7.4 Any regular employee required to report to work shall receive not less than two (2) hours' pay at the applicable straight time hourly shift rate, provided that any employee called to work on a Saturday or Sunday shall receive not less than two (2) hours' pay.

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

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

- 7.5 Each employee covered by this agreement shall be paid in full once every other week on Friday. In the event a Friday pay date is a bank holiday, payment will be made on the preceding Thursday.

ARTICLE 8

JOB CLASSIFICATIONS, PROBATIONARY PERIOD

- 8.1 Each employee shall be classified in accordance with one of the following wage groups and job descriptions which cover the type of work in which he/she is employed by the company.

A: 1. Department Lead Person

2. The Service mechanic shall be permitted to maintain or service, in the field or at the job site, company products and may be assisted by a Fabricator, Class B or C.

3. Delivery of merchandise after two (2) years of continuous employment, driving in a company vehicle.

B: 1. Operation of double miter saws, multiple angle saws, multiple punching stations, or a combination of any three operations consisting of sawing or punching or milling.

2. Delivery of merchandise for drivers with less than two years of continuous employment.

3. Forklift operator

C: 1. Handling of all products for stocking and/or shipping.

2. Unloading of incoming materials except forklift operator.

3. Assisting in the delivery of merchandise.

4. Field Service Apprentice.

8.2 The first three months of the training period shall be considered a probationary period during which time the employee may be terminated by the Employer without cause and without recourse to the grievance procedure set forth in Article 19 of this agreement. Employees in the first three months of their employment are referred to in this Agreement as probationary employees.

During a one-year training period the trainee shall be allowed to perform any job function necessary to complete the finished products but shall be limited to those job functions as described in "C" Scale. Upon completion of the prescribed training period, the employee will automatically advance to "C" Scale classification, but there is no automatic advancement from Class C to Class B.

8.3 When an employee is promoted above "C" scale, the following would apply: If the promotion is one pay scale, for example from "C" to "B", the wage increase would begin on the first day of the next pay period. When the promotion is more than one pay scale, for example from "C" to "A", the wage would increase in three increments from the employee's current rate to the first (lowest) increment in the new pay rate. One third of the increase would be paid on the first day of the next pay period, the second third would be paid at forty-five (45) days from the promotion date and the balance of the pay increase would be paid at ninety (90) days from the promotion date. All "C" scale employees may assist in "B" scale positions for up to two weeks when necessary due to absenteeism or vacation scheduling without receiving the pay increase.

8.4 No employee employed as of the date of ratification of this contract shall suffer a reduction in wage classification as a result of job reclassification unless the employee subsequently refuses to accept assignment to a job in his current wage classification.

ARTICLE 9
RATES OF PAY

9.1 The following pay rates shall be in effect:

Classification		Effective 8/1/2019	Effective 8/1/2020	Effective 8/1/2021
A	Top Scale	\$23.16	\$23.66	\$24.16
	3 rd 90 days	\$22.47	\$22.95	\$23.44
	2 nd 90 days	\$21.79	\$22.26	\$22.73
	1 st 90 days	\$21.14	\$21.59	\$22.05
B	Top Scale	\$20.82	\$21.32	\$21.82
	3 rd 90 days	\$20.20	\$20.68	\$21.17
	2 nd 90 days	\$19.59	\$20.06	\$20.53
	1 st 90 days	\$19.00	\$19.46	\$19.91
C	Top Scale	\$18.59	\$19.09	\$19.59
	3 rd 90 days	\$18.03	\$18.52	\$19.00
	2 nd 90 days	\$17.49	\$17.96	\$18.43
	1 st 90 days	\$16.97	\$17.42	\$17.88

The rates of pay set forth above are minimums only, and nothing in this agreement shall be interpreted or implied to limit or modify the Employer's rights to pay higher amounts when merited, based upon individual performance or to remove the additional amount to the extent no longer merited, based upon individual performance. Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this agreement.

Employees whose physical condition prevents them from earning the current rate of wages may be permitted to work for less than the wage rates set forth above by mutual agreement of the employee, the Employer and Local 188.

The Employer agrees to pay for any fees and/or expenses to maintain existing special driver's license endorsements that are required by the Employer and/or State for any job requirements such as truck driver (delivery of merchandise).

- 9.2 Health Insurance: The Company agrees to provide health insurance coverage during the term of this Agreement for all full-time employees who are covered by this Agreement and who qualify under the terms and conditions of the health insurance program as set forth in the JELD-WEN, Inc. Health Benefit Plan ("Plan") Summary Plan Description and its eligibility rules, which have been provided to the Union. The Company reserves the right to make changes to the JELD-WEN, Inc. Health Benefit Plan during the term of this Agreement as the Company in its sole and exclusive discretion may deem appropriate by reason of the 2010 Patient Protection and Affordable Care Act or other applicable law or regulations, and/or to implement cost containment measures. Any changes to the health insurance program will be the same as changes made for similarly situated non-bargaining unit employees employed at JELD-WEN Windows and Doors-Kent. The Company will provide reasonable notice to the Union of change(s), and if requested, will meet with the Union to discuss effects thereof. Union-represented employees covered by this Agreement shall not be required to pay higher premiums than similarly situated non-bargaining unit employees covered by the same health insurance coverage options at JELD-WEN Windows and Doors-Kent. In the event of any conflict or discrepancy between the language of this Agreement and the JELD-WEN Master Welfare Benefit Plan, the language of the Master Plan Document will control. All disputes relating to or arising from application or use of the health plan shall be resolved exclusively through relevant and applicable provisions of the Plan, and not through the grievance procedure provided for in this Agreement.

ARTICLE 10 **VACATION, HOLIDAY & WELLNESS DAYS**

- 10.1 Holiday Pay: JELD-WEN observes the following eight holidays, for which straight time will be paid when the holiday is not worked:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas
Labor Day	Christmas Day

To qualify for "Holiday Pay," an employee must have worked at least three (3) months as a regular full-time employee prior to the holiday and must have worked the scheduled workdays both immediately before and immediately after the holiday. Holiday pay is computed at the employee's standard rate at the time the holiday occurs and does not include incentive pay or shift differentials. The holiday counts as a day of work when computing overtime for employees eligible for holiday pay. Holiday pay is included in the paycheck covering the period in which the holiday occurs.

For employees working a standard workweek, if the holiday falls on a Sunday, the following Monday will be recognized as the holiday. If a holiday occurs on a Saturday, the preceding Friday will be recognized as the holiday.

For employees working a non-standard workweek, if the holiday falls on an employee's regularly scheduled day off, the preceding day or the following day may be recognized as the holiday, as determined by the General or Corporate Manager, or it may be paid.

If a holiday occurs during an employee's vacation, the employee will receive holiday pay, and such day shall not be counted as a vacation day. An otherwise qualified employee who is absent because of excused unpaid time off (e.g., layoff, mandatory EAP referral, proven sickness or injury, or FMLA leave) shall be entitled to holiday pay for not more than three paid holidays that occurred during the time off, provided the employee returns to work upon the termination of such excused unpaid time off.

Any employee performing work on a holiday will be paid at the rate of 1½ times (work time x 1½) the employee's regular rate, which for eligible employees, will be in addition to holiday pay. In the event an employee wishes to be absent on a workday preceding or following a holiday, the employee must notify the Employer in advance. Work performed on a holiday or a day designated a holiday shall be for a minimum of two (2) hours' pay.

10.2 **Paid Time-Off (PTO):** This procedure governs the accrual and use of PTO, which is intended to encompass paid leave for vacations, sick leave, or other reasons.

All full-time employees accrue PTO at a rate determined by years of service to the Company. Employees are encouraged to use their accrued PTO regularly.

Accrual: PTO benefits accrue based on the number of hours worked. Employees accrue PTO at the following rates:

Years of service	Accrual Rate	FTE Equivalent*	Maximum Accrual	Maximum Usage
1 st partial calendar year	1 hour per 17.33 hours worked	120 hours (15 days)	n/a	120 hours
1 st five calendar years	1 hour per 17.33 hours worked	120 hours (15 days)	180 hours	144 hours
After 5 full calendar years	1 hour per 13.00 hours worked	160 hours (20 days)	240 hours	184 hours
After 10 full calendar years	1 hour per 10.40 hours worked	200 hours (25 days)	240 hours	224 hours
After 20 full calendar years	1 hour per 8.66 hours worked	240 hours (30 days)	360 hours	264 hours

*Hours of PTO earned if you work 2,080 hours.

All Company paid time, such as paid holidays, counts towards the accrual of PTO.

Insurance-paid time, such as workers' compensation or salary continuation, does not count towards PTO.

Employees may use PTO in 15-minute increments.

Accrual Cap: An employee may accrue no more than 1½ times the annual accrual rate of PTO at any time. Any employee who accrues 1½ years of PTO will stop accruing PTO until accrued PTO is used.

For example, an hourly employee who has fewer than five years of service will accrue one hour of PTO for each 17.33 hours worked until the accrued vacation equals 180 hours. After that time, the employee will not accrue any additional PTO unless PTO is used and brings the accrued amount below 180 hours.

Usage: PTO benefits may not be used during the first 90 days of employment. Employees who work fewer than 90 days for the Company will not be paid out for any accrued vacation in any circumstance.

Employees may not use more PTO than they have accrued at the time the leave is taken.

Employees may not take more PTO than the Maximum Usage of PTO in any calendar year.

Exceptions to this rule may be made if pre-approved by the employee's manager and HR.

Any unused PTO will be neither lost nor paid out at the end of the year. Instead, it will continue to roll over from year to year.

Employees on unpaid leave of absence must use their PTO in accordance with those procedures.

Scheduling PTO: PTO time may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. The definition of "family member" is broad and includes parents-in-law, grandparents, grandchildren, and siblings, among other persons. PTO may also be used for victims of domestic violence, sexual assault, or stalking.

When used for such issues, you must provide reasonable advance notice of your need for PTO if the need is foreseeable. Otherwise, you must notify us as soon as practicable. Your facility or department will provide you information on how to notify us of your need for PTO.

Up to three days of PTO may be used under these circumstances to both excuse the absence (avoiding attendance points) and receive pay. Use of PTO after these three days will result in pay but will not avoid attendance points if the use was not scheduled in advance.

Other PTO must be scheduled and approved in advance by your manager or you will accrue attendance points. Your manager will provide you with information on how to schedule PTO.

PTO Payment: PTO is paid on the next regular paycheck after the time is used. PTO cannot be used in excess of one standard shift per day. PTO is paid at your base rate of pay, including shift differential. PTO does not count towards hours worked for the purpose of calculating overtime.

PTO Upon Termination: Unused PTO that was available for use by employees at the time of employment termination will be paid to employees who have worked for more than 90 days in the year and who provide two weeks' working notice of their intent to resign. Employees who are terminated by the company or due to death will receive any unused PTO.

Except where prohibited by law, employees who quit without giving two weeks' working notice, will not receive a payout for unused PTO.

PTO may not be used to extend an employee's termination date.

Initial Grant for Existing Employees: At the time of ratification of this contract, all vacation hours accrued during the 2016 calendar year will be immediately credited to employees' PTO account and will be immediately available for use.

ARTICLE 11
EMPLOYEE RECOGNITION & BONUS PROGRAM

- 11.1 Elimination and Grandfathering: Effective upon ratification of this contract, the Employee Recognition and Bonus Program (the "5-year bonus") will be eliminated.
- 11.2 Amounts accrued up to the ratification date by existing employees shall continue to be credited to the employee's account and will be paid out within 2 payroll periods of the ratification date.
- 11.3 Should the Company reinstate or initiate any hourly employee bonus or recognition program, that program shall be offered to unit employees on the same terms and conditions.

ARTICLE 12
SHOP STEWARD

- 12.1 A shop steward shall be a working employee appointed by Local 188 and 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 the steward. In no instance shall the Employer discriminate against the shop steward. Except for rotation, the shop steward shall have seniority over all other employees regarding employment, but the Employer may lay off or discharge a shop steward for a just cause, providing the union is notified of this intention at least twenty-four (24) hours in advance.

ARTICLE 13
SENIORITY

- 13.1 An employee's seniority date shall be determined by his date of employment. Seniority may be broken by discharge for cause, voluntary resignation if not rehired within thirty (30) days, or an absence of work of more than six (6) months. Seniority shall be used as a factor to determine vacation preference, layoffs, rehire, and job bidding.
- 13.2 Layoffs and Recalls: Decisions regarding layoffs, reduction in the workforce, and any subsequent recalls from layoff will be made by the Employer based on the following factors:
 - a. The employee's job knowledge, skill and ability to do the required work.
 - b. The employee's length of service.
 - c. The employee's previous work experience, including his ability to perform other jobs which he may be called upon to perform.
 - d. Overall efficiency of the company's operations.

Each of these factors will be considered. If all other factors are equal, length of service will be the controlling factor. The Union recognizes that the ultimate determination of these factors will be made by the Employer and that substantial deference is given to the Employer's determination. The Employer recognizes that in exercising its substantial discretion in this area it is bound to principles of good faith and non-discrimination, and that the Union may challenge the Employer's exercise of its discretion through the grievance process.

In addition to the loss of seniority discussed above, any employee who is on layoff for more than six (6) months will be separated from employment, such length of absence constituting good cause for the separation from employment.

- 13.3 All employees will be given at least two (2) weeks' notification of any layoff of an indefinite duration and affected employees will be individually advised prior to the general notification. In lieu of two (2) weeks' notice, employees will receive two weeks' pay for a layoff of indefinite duration.
- 13.4 Job Bidding Procedures: Whenever possible, the Employer is committed to the principle of making promotions from within the existing work force, subject to the required qualification of the position. When a job vacancy exists, which would represent a promotion for current employees, the job will be posted along with the pay classification. Employees have two days from the posting in which to note their interest in the position. In awarding the promotion, the company will consider the following nine factors:
- a. Quality
 - b. Productivity and efficiency
 - c. Knowledge on the job
 - d. Safety records
 - e. Work area, appearance and cleanliness
 - f. Machinery or equipment maintenance
 - g. Attendance
 - h. Attitude (includes initiative, compatibility and adaptability)
 - i. Length of service

If all the above factors are considered equal by the General Manager, length of service will govern.

ARTICLE 14 **JURY DUTY**

- 14.1 Employees required to serve as jurors in a court of law shall be reimbursed by the Company at their straight-time rate of pay for the work time lost, less the applicable daily jury fees for that jurisdiction. Reimbursement shall be made following receipt by the Company of confirmation signed by an officer of the court of jury service rendered and the amount of jury duty compensation received. If a scheduled work shift exists before or after daily jury duties, or extends beyond the time required for jury service, employees are expected to work that shift or portion of the shift. Employees should notify the Employer upon receipt of summons to jury duty and discuss their service and work schedules with their manager before jury service begins so that expectations and requirements are clear. Jury duty reimbursement is limited to a maximum of 100 hours for each jury duty period, unless applicable state law requires otherwise.

ARTICLE 15
BEREAVEMENT LEAVE

15.1 A regular full-time employee who has worked at least three (3) months qualifies for bereavement leave when death occurs to a member of an employee's immediate family. The purpose of granting bereavement leave is not only to allow the employee to attend the funeral but is also to recognize a period of grief and getting affairs into order that are often associated with the death. An employee may request such leave from the General Manager who will evaluate circumstances with the employee to determine exact arrangements. Employees granted bereavement leave will be compensated at the regular straight time hourly rate for hours lost from their regular schedule for up to three (3) consecutive workdays, subject to the following limitations:

1. Members of an employee's immediate family are limited to the employee's spouse, sons, daughters (biological, adopted, foster children or stepchildren included), mother, father, brother and sister, including step-relatives.
2. Proof of relationship and/or death may be required.
3. Bereavement leave pay will not be granted for any day on which an employee is not regularly scheduled to work.

When death occurs to an employee's grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law or daughter-in-law, the employee will be granted bereavement time off and will be compensated at his or her regular straight hourly rate for hours lost from his or her regular schedule, not to exceed eight (8) hours. Employees will be provided reasonable time off without pay to attend the funeral of a brother-in-law or sister-in-law.

Compensable hours will be counted as hours worked for computing vacation pay, holiday pay, weekly overtime and other benefit contributions or eligibility.

ARTICLE 16
PROTECTION OF RIGHTS

16.1 An employee may be disciplined or discharged for refusing to cross any picket line in the course of his work, unless:

- a. The picket line is a lawful primary picket line for Glaziers, Architectural Metal and Glassworkers Local 188; and
- b. The picket line is established and maintained by Local 188 in a legal manner at the plant of the Employer.

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

ARTICLE 17
PIECE WORK – LUMP SUM COMPENSATION

- 17.1 No employer shall compensate any Union employee on a lump sum basis and no union member shall receive compensation on a lump sum basis. If any lump sum compensation is made, the Employer will make the trust fund contributions and any other payments determined on those hours.

ARTICLE 18
RETIREMENT

- 18.1 Pension Plan
Effective as of December 31, 2010 (“**Freeze Date**”), the benefit accruals under the Company Pension Plan for employees covered by this Agreement shall cease. After the Freeze Date, no future years of Benefit Service and no future amount of Compensation will be taken into account. Participants will continue to receive credit for Vesting Service after the Freeze Date. A participant will be entitled to receive the vested benefit he has accrued under the Pension Plan as of the Freeze Date. The provisions on the time and manner of payment of benefits under the Pension Plan will continue to be those set forth in the Summary Plan Description (as revised January 1, 2008) provided to the Union. The Employer shall have authority to amend the Pension Plan, provided that no such amendment shall reduce the benefits of employees as of the Freeze Date. In the event of any inconsistency between the terms of the Pension Plan and its related trust agreement and this collective bargaining agreement, the terms of the Pension Plan and its related trust agreement will control.

- 18.2 401(k) Plan
Effective from August 1, 2010 to December 31, 2010, the Employer will continue to provide the existing 401(k) plan for bargaining unit employees (“**Union 401(k) Plan**”). Eligibility, benefits and other matters related to the Union 401(k) Plan are set forth in the 2008 Summary Plan Description for the “JELD-WEN, Inc. Restated 401(k) Savings Plan for Union-Represented Employees” provided to the Union during bargaining for this Agreement.

Effective January 1, 2011, the employees covered by this Agreement will cease active participation in the Union 401(k) Plan and will be eligible to participate in the JELD-WEN, Inc. 401(k) Retirement Savings Plan administered by Schwab (“**Schwab 401(k) Plan**”) pursuant to the terms provided in this Article 18. Eligibility, benefits and other matters related to the Schwab 401(k) Plan for the employees covered by this Agreement are set forth in a “Summary Plan Description for the Kent Collective Bargaining Employees” as provided to the Union during bargaining for this Agreement. The Employer shall have authority to amend the Schwab 401(k) Plan for the employees covered by this Agreement, provided that no such amendment shall reduce the benefits provided to such employees. In the event of any inconsistency between the terms of the Schwab 401(k) Plan and its related trust agreement and this collective bargaining agreement, the terms of the Schwab 401(k) Plan and its related trust agreement will control.

The accounts of employees in the Union 401(k) Plan will be transferred to the Schwab 401(k) Plan after January 1, 2011, in accordance with procedures established by the Employer and applicable IRS rules. Upon transfer, these accounts will be subject to the terms and provisions of the Schwab 401(k) Plan. In particular, employees will be permitted to direct the investment of their accounts pursuant to the terms of the Schwab 401(k) Plan.

Employer may in its sole discretion make matching contributions into the Schwab 401(k) Plan based on the amount of individual employee contributions, at the percentage determined exclusively by Employer year to year. For the 2011 Schwab 401(k) Plan year, Employer agrees to provide employees a 3% match. In subsequent years, Employer agrees that discretionary matching contributions provided to non-bargaining unit employees in the United States, if any, also will be provided at the same percentage and subject to the same conditions to employees covered under this Agreement. There is no guarantee that the Employer will make any matching contributions to the Schwab 401(k) Plan in any given year, and Employer will not match any catch-up contributions into the Plan.

ARTICLE 19
DISPUTE – SETTLEMENT & ARBITRATION

- 19.1 Except as expressly otherwise provided in this Agreement, 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” includes, but is not limited to, differences concerning the interpretation and application of this Agreement.
- 19.2 In the event a dispute arises, representatives of Local 188 shall attempt to settle the dispute by contacting the Employer. If the dispute is not resolved in this manner within ten (10) business days, either Local 188 or the Employer is authorized to refer the matter to IUPAT District Council 5, or its designee, and the Employer’s General Manager or his designee. If the dispute is not resolved in this manner with ten (10) business days either Local 188 or the Employer is authorized to refer the matter to arbitration. Following the meeting between IUPAT District Council #5 (or his designee) and the Employer’s General Manager (or his designee), the Union may notify the Employer within ten (10) business days that it intends to submit the grievance to its internal review procedures. If such notification is provided to the Employer, the timeline for referring the grievance to arbitration shall be suspended until the internal review procedure has been completed. The internal review procedure shall not take longer than thirty (30) calendar days, unless the Employer agrees to extend that timeline.
- 19.3 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 Local 188 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 upon the Employer, the Union, and the grievant(s).
- 19.4 The Union or the Company may call any person as a witness at any arbitration hearing. The party calling the witness shall be solely responsible for the expenses of such witness. The Arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or to specify the terms of a new Agreement. The Arbitrator is prohibited from substituting his or her judgment or discretion for that of any of the parties hereto. In the event the Arbitrator is called upon to review a discretionary act of either party, the Arbitrator may only determine whether that party’s discretion was exercised in bad faith or for an impermissible purpose. The fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall not have jurisdiction to grant an award for back wages prior to the date on which the alleged violation over which the grievance was filed.

ARTICLE 20
SEVERABILITY

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

ARTICLE 21
RIGHTS OF THE PARTIES

- 21.1 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 By-laws, 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.
- 21.2 The Employer expressly and exclusively retains all rights to manage and direct the operations except to the extent such rights are specifically limited or modified by the explicit provisions of this Agreement. Nothing in this Agreement is intended to limit the Employer's sole and exclusive right to manage the business and direct its working forces, including (by way of example only and not by way of limitation), the right to establish new jobs, eliminate old jobs and increase the number of jobs, to set rates of pay during the term of this Agreement, to determine the products and methods and means of manufacture, including the introduction of new or improved methods, processes and facilities, the right to contract or subcontract for goods or services of any kind, the right to schedule and assign work, transfer and lay off employees and discipline, suspend and discharge them for cause, the right to extend, maintain, curtail or terminate the operations of the Employer and determine the size, location and relocation of the plant facilities, the right to determine the quality of workmanship required and maintain performance records for all jobs, the right to establish and require employees to observe reasonable rules and regulations, the right to determine the number and starting times of shifts and numbers of persons to be actively employed, and so on without limitation except as provided above.
- 21.3 Any individual employer, or their supervisors or managers shall have the right to work at the trade within the shop only. Under this section the number of people in these categories shall be determined, by the Employer and the Union, on an individual shop basis.

ARTICLE 22
DURATION

21.1 This agreement shall become effective August 1, 2019 and shall remain in effect until July 31, 2022, 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 July 31, 2022, 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 August 1, 2022, or on or after an anniversary in the event of automatic renewal.

JELD-WEN WINDOWS & DOORS – KENT:

IUPAT DISTRICT COUNCIL 5/LOCAL 188:

Signature

Signature

Printed Name & Title

Lisa DeRosia / Business Representative

Printed Name & Title

Date

Date

Address

City, ST Zip Code

Telephone Number

Fax Number

Cell Phone Number

E-mail Address

WA State Contractors Registration #

Federal Tax ID #

opeiu#8/afl-cio

**MEMORANDUM OF UNDERSTANDING I
JELD-WEN SUBSTANCE ABUSE POLICY**

The Union hereby consents to adopt the JELD-WEN Substance Abuse Policy in effect as of July 1, 2013 (as set forth in the documents provided to the Union during the bargaining meetings), and any amendments thereto which the Company may adopt during the term of this Agreement with prior notification to the Union. All employees covered under this agreement will abide by the provisions of the policy. The Employer shall retain the sole and exclusive right to modify this policy in accordance with State or Federal laws. The Union shall not be held liable for any act of discrimination or violation of civil or constitutional rights as a result of testing under the provisions of the JELD-WEN Substance Abuse Policy.

MEMORANDUM OF UNDERSTANDING II

A representative of Local 188 shall be invited to attend the scheduled safety meeting. The participation shall be as a non-voting member. It is agreed with the understanding that the Union's commitment to safety would be a valuable resource but not binding on the Employer.

MEMORANDUM OF UNDERSTANDING III

Bonus Program

The Company agrees to continue the monthly bonus program that shall be applicable to all warehouse employees, service technicians and drivers. The ultimate criteria (and any changes that may be made, from time-to-time), shall be at the Company's sole and exclusive discretion; however, the Company shall consider input offered by the Union. The bonus program shall address issues of safety, quality and customer service. During the term of this Agreement the amount of the monthly bonus for which employees are eligible shall be \$35.00.

JELD-WEN WINDOWS & DOORS - KENT:

IUPAT DISTRICT COUNCIL 5/LOCAL 188:

Signature

Signature

Printed Name & Title

Lisa DeRosia / Business Representative
Printed Name & Title

Date

Date

Glaziers, Architectural Metal & Glassworkers Local 188

6770 E Marginal Way S
Building E, Suite 303-A
Seattle, Washington 98108
(206) 957-1882

IUPAT District Council 5

6770 E Marginal Way S
Building E, Suite 321
Seattle, Washington 98108
(800) 443-9303
(206) 441-5554

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