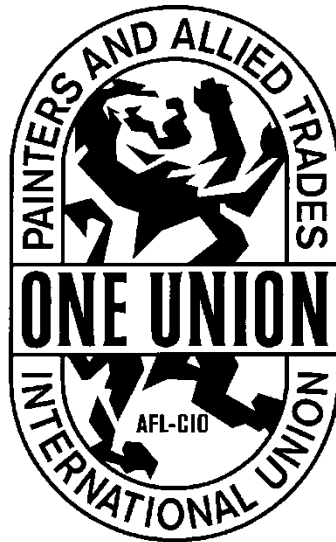


**IUPAT DISTRICT COUNCIL 5 / LOCAL 188
EASTERN WASHINGTON/NORTHERN IDAHO
GLAZING AGREEMENT**



September 1, 2020 - August 31, 2022

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**2020 - 2022 COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

MARV'S GLASS SHOP, INC.

AND

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

ARTICLE 1
RECOGNITION

1. The Employer hereby recognizes IUPAT District Council 5 as the sole exclusive bargaining representative, within the meaning for Section 9(a) of the National Labor Relations Act ("the Act"), of all full time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of the employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under the Section 9(a) of the Act.

ARTICLE 2
SCOPE OF AGREEMENT

2. This is a Collective Bargaining Agreement between International Union of Painters and Allied Trades District Council 5/Glazier, Architectural Metal & Glassworkers Local Union 188 ("Union" or "District Council") and **Marv's Glass Shop, Inc.** ("Employer"). The term 'employee', as used in this Agreement, means employees doing work as defined under 'general glazing', but the term 'employee' as used in this Agreement does not include:
 - a. Owners, sons, sons-in-law, husbands, wives, daughters, daughters-in-law, grandchildren, and stepchildren of owners.
 - b. Supervisors or managers.
 - c. Newly hired employees who are not members of the Union who do not work a full thirty (30) days or eight (8) day period from their first day of employment as provided in Section 4.1 and Section 4.2, but if the individual works beyond the thirty (30) or eight (8) day period such individual shall be considered an employee subject to this Agreement from the first day of that individual's employment.
 - d. Students who work one hundred twenty days or less during school recess, or twenty (20) hours per week or less during the school year, or part-time

employees who work less than twenty (20) hours per month, and are limited to in plant cleanup, pickup and delivery and other similar types of work.

ARTICLE 3
AREA & WORK COVERED BY AGREEMENT

- 3.1 The Employer agrees to be bound to this Agreement while working in the following counties of Eastern Washington: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, Yakima and the Northern Idaho counties of Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, and Shoshone.
- a. When working outside the counties covered by this Agreement, an employee covered by this Agreement shall receive the wages most favorable to the employee. All fringe benefits shall be paid into the employees' "home" funds.
- 3.2 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Union in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees, shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.
- a. The Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area.
- 3.3 The term "general glazing" as used in this Agreement includes, but is not limited to, all glass work, to wit:
- a. Setting, cutting, preparing, handling, or removal of art glass, prism glass, beveled glass, leaded glass, x-ray leaded glass, automobile glass, window glass,

mirrors of all types, wire glass, ribbed types of opaque glass, glass chalkboards, structural glass, tempered and laminated glass. Such employment also includes work incidental to such setting, cutting, handling or removal of glass. Further included, as general glazing, is the use of thiocol neoprene, and all other types of sealants, when used in place of molding rubber. This definition includes installation of all types of mastics in work, iron, aluminum, or sheet metal sash, glass skylights, doors, frames, hollow metal, stone wall cases, showcases, bookcases, sideboards, and partitions, resin panels (Lumicor, 3 Form), standoff systems, cable hanging systems, switchable glass (LCD panels), firelite and fire rated ceramic coated glass, partition glazing, partition/cubicle glazing, glass and architectural handrail. Such work shall be either temporary or permanent on or for any building in the course of repair, remodel or construction or alteration.

- b. The installation of all extruded, rolled or fabricated metals or any materials that replace same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain, plastic panels, glass skylights, showcase doors and relative materials, including those in any or all of the buildings related to store fronts and window wall and curtain wall construction, including welding limited to glazing.
- c. Glazing or installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, replacement of screens, replacement of storm sash when the glass becomes an integral part of the finished product, wood doors, windows and frames, including any preparation necessary for installation.
- d. Selecting, cutting, preparing, and assembly and installing or removal of all art glass, water/abrasive blasting, cutting of all safety flat and safety bent glass, and glazing in lead or other glass metals, to include insulated glass airspace.
- e. All employees engaged in service, rebuilding, and employees who are engaged in the cutting, preparing, handling and selecting of glass and/or mirrors, bevelers, silverers, blocks, scratch polishers, water/abrasive blasting, flat glass wheel cutters, miter cutters, engravers, hole drilling machine operations, belt sanding, automatic cutting machines, grinding, polishing, unpacking and racking of plate glass, glass and mirror cleaning, mirror stripping, framing of all insulating units, mounting of mirrors, manufacture and assembly of sliding glass or mirror doors, the operating of all machine and equipment for those operations. The installation and removal of all manual and automatic doors are excluded. The installation of all extruded, rolled or fabricated metal or any materials that replace same that is used in the construction of solar heat or energy producing units and any preparatory work that is associated by its nature to the actual manufacture or installation of above.
- f. Glaziers may perform painting work that is incidental to their glazing work.
- g. Necessary addendums may be mutually agreed upon between the Employer and a representative of the Union.

ARTICLE 4
UNION SECURITY

- 4.1 All employees of the Employer covered by this Agreement who are members of Local Union 188 on the date of execution of this Agreement shall be required by the Employer to maintain their membership as a condition of their employment. All employees who are not members of Local Union 188 on the date of the execution of this Agreement and all employees employed after the execution date of this Agreement shall, on and after the thirtieth (30th) day following the date of employment, whichever is later, be required by the Employer to become and remain members of Local Union 188 as a condition of employment.
- 4.2 With respect to employees employed by the Employer primarily engaged in the construction industry working in the building and construction industry, the applicable time period within which the employee shall be required by the Employer to make application for Union membership shall be eight (8) days.
- 4.3 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 Union 188 and transmit such working dues to any bank or agency designated by Local Union 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 Union 188 (or to any agency designated by said Union for the collection of said money) the working dues established by Local Union 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 _____

- 4.4 Upon receipt of a written authorization from an employee, the Employer also agrees to deduct from the employee's paycheck, once each pay period for hours worked, the amount specified by Local Union 188 for initiation fees, in the same manner as dues are collected and transmitted.
- 4.5 The Union will hold harmless any Employer, against any claim which may be made by any person by reason of the deduction of membership dues or initiation fees, pursuant to the above written assignment, including the cost of defending against any such claim. Additionally, the Employer will not be held liable for unpaid dues or initiation fees arising out of failure to withhold such dues or fees.

ARTICLE 5
REFERRALS & SEPARATION

- 5.1 The Union will maintain a list of Out-of-Work members'; this list will include the member's name, phone number, and city where they live. At the Employer's request, a copy of the Out-of-Work list will be provided to the Employer. The Employer agrees to notify the Union of the employment of any new employee covered by this Agreement within forty-eight (48) hours after their date of employment.
- 5.2 For employees that are terminated for any reason other than a layoff for lack of work, the Employer will notify the Union in writing on or before the next regular payday.

ARTICLE 6
SAFETY

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

$\frac{1}{8}$ "	=	1.64 lbs. sq. ft.
$\frac{3}{16}$ "	=	2.45 lbs. sq. ft.
$\frac{1}{4}$ "	=	3.27 lbs. sq. ft.
$\frac{3}{8}$ "	=	4.91 lbs. sq. ft.
$\frac{1}{2}$ "	=	6.54 lbs. sq. ft.
$\frac{5}{8}$ "	=	8.17 lbs. sq. ft.
$\frac{3}{4}$ "	=	9.84 lbs. sq. ft.
1"	=	13.11 lbs. sq. ft.

- 6.2 The above code shall not apply where automated equipment is used providing employees covered by this Agreement are used in the shop or on the jobsite to manipulate said equipment. It is further agreed that for the purpose of safety and protection of property that glass on any job, which is more difficult or dangerous to handle, the additional glaziers required for such safety be used. Automatic glass handling equipment shall be operated by a qualified glazier in the shop and on the jobsite.
- 6.3 Any employee shall have the right to refuse to perform any work assignment which, in their opinion, involves danger to their person.
- 6.4 The Employer agrees to furnish all safety equipment pursuant to the "General Safety Standards" issued by the State of Washington applicable to the glass and glazing industry.
- 6.5 All classifications shall have or obtain first aid cards. In the event of an accident or near-miss, the injured or near-miss employee shall report that accident or near-miss as soon as possible and no later than 24 hours of the day of the accident or near-miss to the Shop Steward, and supervisor or owner or other designated Employer representative, and will also comply with all reporting requirements of WISHA. If the employee's injury makes it difficult or impossible to report the injury, the Shop Steward or Foreman shall make a report to the supervisor or owner or another designated Employer representative.

ARTICLE 7
TOOLS

- 7.1 Tools and workmanship. All specialty tools shall be furnished by the individual Employer; however, each Journey Glazier shall provide themselves with and maintain at their expense the following minimum set of tools:

Automatic Metal Center Punch	Pry Bar – Jimmy
Aviation Tin Snips – Left, Right & Straight	Pry Bar – Large 12” to 15” (Wonder)
Awl/Concrete Scribe	Putty Knives – Flexible, Stiff & Bent
Caulking Spatula Tools	Ratchet & Socket Sets (SAE & Metric) – up to ¾”
Chalk Line	Razor Knife
Chisels – Steel Large, Medium & Small	Razor Scraper
Chisels – Wood Large, Medium & Small	Screwdriver – Offset – Straight and Phillips
Diagonal Cutting Pliers	Screwdriver – Magnetic
Files – Finish, Rough, Square & Round	Screwdrivers – Phillips (Large, Medium & Small)
Hacksaw	Screwdrivers – Straight Slotted (Large, Medium & Small)
Hammer – Claw	Square – Bevel
Hammer – Rubber Faced Mallet (Dead-Blow)	Square – Combination
Hook Tool	String Line – Braided
Metal Protractor – 6”	Tape Measure – 25 Ft. Tape – 1” wide
Nail Sets – Large, Medium & Small	Tool Carrier (Toolbox)
Pliers – Glass	Torpedo Level
Pliers – Locking Vise Grips (Large, Small & Needle Nose)	Vinyl Roller
Pliers – Locking Small Oddball Clamps (2)	Wrench – Adjustable (Crescent)
Plumb Bob & Reel	Wrench – Combination Sets (SAE & Metric)
	Wrench – Allen Sets (SAE & Metric)

- 7.2 Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.
- 7.3 Employees who do not exercise accountability shall be responsible to reimburse the Company for tools and or equipment via payroll deduction. Any dispute regarding payroll deduction is subject to the grievance procedure.
- 7.4 The Employer shall provide, on each jobsite, a lockable metal gang box where their employees may store their tools.

ARTICLE 8
JOURNEY UPGRADE & SAFETY TRAINING

8. a. Each Journey Glazier shall obtain, without compensation, a minimum of four (4) hours established by the JATC of annual continuing glazier-trade and/or safety education. The curriculum for such continuing education shall be established by the Apprenticeship and Training Coordinator and the Joint Apprenticeship and Training Committee.
- b. Each Journey Glazier shall successfully complete and maintain safety training and possess a valid certification (card), without compensation, for the following: First Aid/CPR, Fork Lift Operator, OSHA-10, Scaffolding, all aerial man lifts and Swing Stage. The length of time the certification card(s) is valid will be determined by the JATC.

- c. The Apprenticeship and Training Coordinator shall be responsible to maintain the database regarding employees' compliance with the requirements of this Section.
- d. For purposes of this Section, a contract year shall be from September 1 through the following August 31 of each year. Employees who comply with the minimum hour requirement will receive an additional fifty cents (\$0.50) per hour above the Journey Glazier rate of pay under Article 11 of this Agreement. This addition and its required hours expire at the end of each contract year and are not accumulative. The Apprenticeship and Training Coordinator will advise every employer via letter and/or list of the members of Local Union 188 who have and who have not complied with the requirements of this Section.

ARTICLE 9

HOURS & OVERTIME

- 9.1 Eight (8) continuous hours, excluding a lunch break of not more than one (1) hour (ten (10) continuous hours, excluding a lunch break of not more than one (1) hour for a 4 x 10 workweek) shall constitute a normal workday between the hours of 5:00 a.m. and 5:00 p.m., or such other hours as may be agreed upon by any Employer and Local Union 188. The Employer and the Union agree on the principle of "eight hours work for eight hours pay"; therefore, the workday is to begin and end at the location that the employee would collect their tools and/or at the point that instruction is given for that day's work as designated by the Employer. Forty (40) hours shall constitute a week's work, Monday through Friday inclusive, or such other days as may be agreed upon by Employer and Local Union 188.
- 9.2 Personal preparation for work and cleanup shall be before starting time and after quitting time and shall not be part of the eight (8) hours constituting a day's work.
- 9.3 On a 5 x 8 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 Union 188), or in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half, (T½) except that employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty (40) hours during that workweek. All work performed in excess of twelve (12) hours on any 5 x 8 day shall be paid at the rate of double time (2T). The employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer. All work performed on Saturdays shall be at the rate of time and one-half (T½) for the first 12 hours and double time (2T) after and shall be for at least two (2) hours. All work performed on Sundays shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.
- 9.4 On a 4 x 10 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 Union 188), or in excess of 10 hours per day or forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half (T½), except that

employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty (40) hours during that workweek. All work performed in excess of twelve (12) hours on any 4 x 10 day shall be paid at the rate of double time (2T). All work performed on Saturday and the scheduled weekday-off (Monday or Friday) shall be paid at the rate of time and one-half (T $\frac{1}{2}$) for the first 12 hours and double time (2T) after, and shall be for at least two (2) hours; provided, the employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer. All work performed on Sunday on a 4 x 10 workweek shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.

9.5 Same-day, return to work:

a. UNSCHEDULED return to work:

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

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

b. SCHEDULED return-to-work, greater than two (2) hour break between work:

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

Appropriate rate of Pay: Double time (2T) for actual time worked.

c. SCHEDULED return-to-work, two (2) hour or less break between work:

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

Appropriate rate of Pay: Time-and-one-half (T $\frac{1}{2}$) for actual time worked.

d. An employee who is required to work over six (6) hours on an extended shift shall decide if they want to work the following day.

9.6 Shift Change:

a. One (1) day duration of change of shift:

1. An employee is directed by the Company to change from days to nights.
2. The duration of the night work is one (1) night.

Appropriate rate of Pay: Time-and-one-half (T½) for actual time worked for hours outside of 5:00 a.m. to 5:00 p.m.

b. Two (2) or more days duration of change of shift:

1. An employee is directed by the Company to change from days to nights.
2. The duration of the night work is two (2) or more continuous nights.

Appropriate rate of Pay: straight-time plus eight percent (T+10%) for actual time worked. There shall be a maximum of one (1) round-trip shift change per workweek.

9.7 Unless given prior notice individually twelve (12) hours before their services are not required, all employees reporting for work, shop or jobsite at the designated starting time shall receive not less than four (4) hours pay, except when weather or other conditions beyond the control of the Employer prohibits the individual Employer from proceeding with work that day. When an employee leaves a job at their own discretion or is discharged or suspended for cause, they shall be paid only for the hours worked.

9.8 Each employee covered by this Agreement shall be paid wages in full each week. The normal payday shall be Friday of each week and in no case may the Employer hold back more than one week's wages and shall be affected via one of the following payday methods:

- a. the employee may elect to pick up their check at the location designated by the Company,

OR

- b. the employee may elect to have the Company mail the check via U.S. Mail to the most recent address furnished to the Company by the employee. The mailing will be postmarked no later than one (1) day before payday,

OR

- c. direct payroll deposit to the banking institution elected by the employee. If a company does not offer direct payroll deposit than employees will receive their check as laid out in option either a or b of this section.

Employees who elect direct deposit must provide the Employer information necessary to implement direct deposit and pay will be deposited to the employee's account at the next regular payroll interval. When the employee does not receive wages due to them on Friday or mailing is not postmarked within one (1) day and it is the fault of the Employer, there shall be a penalty of ten percent (10%) of gross wages of that week excluding any disputed hours and fringe benefits. When an employee is laid off, they shall be paid in full no later than the next regular payday. If an employee quits or is discharged for justifiable cause or is laid off temporarily, defined as less than ten days, they shall be paid on the next regular payday.

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

ARTICLE 10
APPRENTICES

10.1 Wage rate and condition of employment for Apprentices shall be in accordance with the regulations as established by the parties to this Agreement, operating under the Washington State Joint Apprenticeship Council. The Apprenticeship program shall be administered by the currently established Joint Apprenticeship Training Committee for the duration of this Agreement.

10.2 All Apprentices shall be paid at the following percentages of the Journey Level wage rate:

1 st	-	0000 - 1000 hours	-	70%	-	All H&W, Training and percentage of Pension
2 nd	-	1001 - 2000 hours	-	72.5%	-	All H&W, Training and percentage of Pension
3 rd	-	2001 - 3000 hours	-	75%	-	All H&W, Training and percentage of Pension
4 th	-	3001 - 4000 hours	-	77.5%	-	All H&W, Training and percentage of Pension
5 th	-	4001 - 5000 hours	-	80%	-	All H&W, Training and percentage of Pension
6 th	-	5001 - 6000 hours	-	85%	-	All H&W, Training and percentage of Pension
7 th	-	6001 - 7000 hours	-	90%	-	All H&W, Training and percentage of Pension
8 th	-	7001 - 8000 hours	-	95%	-	All H&W, Training and percentage of Pension

Thereafter - Journey Glazier's scale.

The ratio of Apprentices to Journeymen Glazier shall be as follows: For the first (1st) Journey Glazier employed, one (1) Apprentice may be employed; for every three (3) Journey Glaziers thereafter employed, one (1) additional Apprentice may be employed.

ARTICLE 11
WAGES

11.1 Effective September 1, 2020, the Journey Glazier total package, which includes payment for wages and vacations and holidays, and remittances to all Trust Funds shall be as follows:

<u>Date</u>	<u>Increase</u>	<u>Package</u>
9/1/2020	\$1.00	\$34.56
3/1/2021	\$1.00	\$35.56
9/1/2021	\$1.00	\$36.56
3/1/2022	\$1.00	\$37.56

11.2 When an Employer employs five (5) or more Journey Glaziers and Apprentices, they must designate a Company Foreman and it shall be the Foreman's duty to

assign jobs, crews, individuals to maintain discipline and enforce regulations. For these duties and responsibilities along with their other duties the Foreman shall receive a minimum of one dollar (\$1.00) per hour above the Journey Glazier's hourly rate of pay. For all outside work where there are five (5) or more Journey Glazier or Apprentices working on a job requiring five (5) or more continuous working days to complete, the Employer must designate a Foreman. When an Employer designates a Foreman to a specific job, the Foreman pay will start immediately regardless of the number of employees on the job and as long as that Foreman is on that job. Duties of the Foreman will be to assign work, maintain discipline and enforce regulations. Under no circumstance shall an Apprentice be designated as Foreman. The Foreman premium shall be two dollars (\$2.00) per hour above the Journey Glazier's hourly rate of pay for designated Foreman who have successfully completed and maintain an OSHA-30 certification/card.

11.3 Where conditions of employment exist which, in the opinion of the Employer and Local Union 188 are hazardous, the employee involved shall receive five percent (5%) per hour over their regular hourly rate. All work being done on a swing stage or bosun's chair shall receive the above premium.

11.4 Welders: Employees' maintaining a current welding certification shall receive an additional one dollar (\$1.00) per hour for all time engaged in certified welding.

11.5 Effective September 1, 2020, contributions to the various funds shall be as follows:

Pension Trust

Journey Glazier	\$2.00 per hour
Apprentice	same % as wage progression

Health & Welfare Trust

Journey Glazier	\$6.96 per hour
Apprentice	\$6.96 per hour

Training Trust

Journey Glazier	\$0.50 per hour
Apprentice	\$0.50 per hour

IUPAT - FTI

Journey Glazier	\$0.10 per hour
Apprentice	\$0.10 per hour

LMCI Trust

Journey Glazier	\$0.10 per hour
Apprentice	\$0.10 per hour

Market Recovery Fund

Journey Glazier-OR	\$0.70 per hour
Journey Glazier - WA	\$0.30 per hour

IUPAT Admin Dues

	\$0.05 per hour
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11.6 Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this Agreement.

- 11.7 Employees whose health or physical condition prevents them from earning the current rate of wages, may be permitted to work for less by mutual agreement of the employee, the Employer and Local Union 188.

ARTICLE 12
VACATIONS & HOLIDAYS

- 12.1 Holidays: The following holidays shall not be worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last workday before Christmas and Christmas Day. These holidays shall not be worked regardless upon which day in the week they fall. A holiday that falls on a Saturday or Sunday shall be deemed to fall on the preceding or following day, if such day is declared the holiday. If an employee works on a holiday listed above, except Labor Day, they shall be paid one and one-half (1½) times their regular hourly pay scale for a minimum of two (2) hours. If work is performed on Labor Day, the employee shall be paid two (2T) times their hourly pay scale for a minimum of two (2) hours. Holiday pay is included in the base wage rates.
- 12.2 Vacation Pay
- a. An employee may take a vacation any time for a period not to exceed two (2) weeks for any twelve-month period.
 - b. Vacations shall be taken at a time mutually agreed to by employee and Employer.
 - c. Should a holiday listed in Section 12.1, occur within an employee's vacation period, they shall receive an additional day of vacation.

ARTICLE 13
TRAVEL TIME PAY & EXPENSES

- 13.1 With reference to the payment of traveling time costs and expense, the following rules shall govern: An employee must report to the job and return to their residence without compensation for traveling expenses for travel to any job within seventy-five (75) actual road miles of their respective shop or residence. Whenever possible, employees shall be assigned to jobs which are closest to their place of residence. Beyond this area, an employee will be compensated for such traveling expenses for driving their own vehicle at the rate permitted by the Internal Revenue Service. Travel beyond seventy-five (75) actual road miles becomes paid time at the seventy-five (75) mile mark and reverts back to unpaid time upon return to the seventy-five (75) mile mark. It is agreed that it shall be at the employee's option to take passengers in their private vehicle. If parking is not available at the jobsite for employees requested to report to the jobsite, they shall be reimbursed for reasonable parking costs. If it is a requirement for a jobsite to provide offsite parking and bus employees to the jobsite, the employee will ride the bus to the jobsite on their time and return to parking area on company time. All tolls and ferry fees not included in an employee's normal commute will be reimbursed by the Employer.

- 13.2 a. If an employee is required by the company to report to the plant and to drive or ride in a company vehicle to the jobsite, travel time going and coming back from the job will be considered "time worked" and, if applicable, paid at time-and-one-half (T $\frac{1}{2}$) if all hours worked exceed eight (8) hours per day (10 hours for 4 x 10).
- b. Under circumstance(s) where an employee is NOT required by the Company but the employee elects to report to the plant to either drive or ride in a company vehicle to the jobsite as a convenience to the employee(s), travel time going and coming back from the job is considered "commute time" and is non-paid.
- c. Loading and unloading the employee's toolbox, and/or incidental, supplies, and/or equipment does not constitute or initiate paid time.
- 13.3 Travel time will be based on posted speed limits from the time the employee starts the trip from Shop to jobsite. Employees who are provided or assigned a company vehicle to drive between their home and the jobsite shall not be compensated for travel time within seventy-five (75) actual road miles. Travel outside of seventy-five (75) actual road miles becomes paid time at the seventy-five (75) mile mark and reverts to unpaid time upon return to the seventy-five (75) mile mark.
- 13.4 If an employee travels by public conveyance, travel time going and coming back from the job will be paid for at straight time. All costs of such transportation shall be paid by the Employer.
- 13.5 When required to stay away from home overnight, each employee shall receive thirty dollars (\$30.00) per day meal allowance and a company furnished hotel room.

ARTICLE 14
NO STRIKE/NO LOCKOUT & PROTECTION OF RIGHTS

- 14.1 During the term of this Agreement, the Union agrees not to cause any strikes, slowdowns, or any interruption of work. The Employer agrees not to engage in any lockouts during the term of this Agreement. The sole exception to this provision is provided for under Article 18 (Trust Funds) and Article 19 (Fringe Benefit Bond).
- 14.2 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or work behind a primary picket line including, but not limited to, a primary picket line at the premises of the Employer or jobsite at which the Employer is engaged in general glazing work. In the event an employee refused to perform any assigned work by virtue of this section, it is understood that the employee may be sent home and paid only for hours worked.
- 14.3 A construction industry Employer shall not subcontract any work covered by this Agreement to be done at the jobsite to any Employer who works with the tools of the trade and does not hire any Journey Glaziers on the work involved, or to any

individual or firm not a party to this Agreement, except when necessary in jurisdictional purposes.

- 14.4 Employees subject to this Agreement shall not contract or subcontract to perform any work covered by this Agreement to be done at the site of construction, alteration, glazing, or repair of a building, structure, or other work.
- 14.5 The Union agrees to cooperate with the individual Employers in achieving maximum efficiency and productivity and to work with the management of the individual Employers to eliminate inefficiency and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any employee of the bargaining unit to work for other Employers after their regular days employment with one Employer, or for any employee to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations.

ARTICLE 15
PIECE WORK – LUMP SUM COMPENSATION

- 15.1 No Employer shall compensate any Union employee on a lump sum basis and no union member shall receive compensation on a lump sum basis. In the event that any lump sum compensation is made, the Employer will make the Trust Fund contributions and any other payments determined on those hours.

ARTICLE 16
REGISTRATION

- 16.1 An Employer must have a business telephone (an answering service is not a substitute); each Employer, upon request, shall provide the Union with their State of Washington contractor registration number, their unemployment insurance account number and their industrial insurance account number; it being understood that if the Employer does not furnish this information or has not registered with the State of Washington or does not have these account numbers, that the Union may cancel this Agreement as to that Employer.
- 16.2 For the benefit of the glass industry, it is agreed that all Employers should identify all of their trucks or vehicles used in the general glazing trade by the name of the company permanently affixed to the truck or the rack, in form and size readily visible.

ARTICLE 17
SHOP STEWARDS

- 17.1 A Shop Steward shall be a working employee appointed by Local Union 188 and who shall have reasonable time during working hours to perform such necessary duties as cannot be performed at other times, said duties to be performed as expeditiously as possible. Local Union 188 shall notify the Employer of the appointment of each Steward. In no event shall an Employer discriminate against

a Steward and lay him/her off or discharge him/her on account of their proper performance of their Union duties.

- 17.2 After checking with the Employer, authorized representatives of Local Union 188 shall be allowed to visit shop or shops and on jobs of the Employer to perform their regular duties. It shall not be the intention of Local Union 188 representatives to interfere with or slow down any work operations.
- 17.3 Each Steward, before leaving their assigned work for investigation and discussion of complaints and on Union affairs, shall notify their supervisor, provided that they may not leave their work at any time which will unduly disrupt production; time spent by stewards on such matters will not be paid for by the company.

ARTICLE 18 **TRUST FUNDS**

- 18.1 The Union and the Employer agree to the continuation of the following Trust Funds:
- a. Employee Painters' Trust (Health & Welfare Plan) ("Welfare Trust"), as jointly administered pursuant to the Trust Agreement, as now or hereafter amended; and
 - b. The Western Glaziers Retirement Fund ("Pension Trust"), as jointly administered pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended; and
 - c. District Council 5 Apprenticeship and Training Trust Fund ("Training Trust") as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.
 - d. The Painters and Allied Trades Labor-Management Cooperation Initiative and Trust ("LMCI Trust"), as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.

Welfare Trust, Pension Trust, Training Trust and LMCI Trust known collectively as the "Trust Funds".

- 18.2 The Employer shall report and contribute monthly to the Trust Funds, according to the respective contribution rates listed in Article 11, for each hour worked by, and/or paid to, all employees covered by this Agreement.
- 18.3 The Employer shall not be liable for the contributions of any other Employer, subject to applicable law.
- 18.4 The Employer accepts as representatives of such Employer, the Employer Trustees currently serving on the Boards of the respective Trust Funds, and any successors thereto who are selected in accordance with the terms of the respective Trust Agreements.
- 18.5 The parties hereto agree to be bound by the terms and provisions of the respective Trust Agreements, as now existing or hereafter amended. In the event of any

dispute as to language and meaning between this Agreement and the Trust Agreements, the language and meaning of this Agreement shall prevail.

- 18.6 All parties recognize and acknowledge that regular and prompt payments of monthly contributions to the various Trust Funds are essential to the maintenance and continuance of each Trust Fund. The Employer, therefore, agrees to pay the contributions to the various Trust Funds, as required by this Article, for each hour worked by, and/or paid to, all employees covered by this Agreement, as those payments become due and payable by the Employer on or before the twentieth (20) day of the month following the month in which the hours are worked and/or paid ("Contribution Due Date").
- 18.7 Such contributions, plus check-off Union dues (Article 4), shall be paid by the Employer to such bank or depository as may be designated by the Union, Trust Administrator and/or as hereafter determined pursuant to the terms of this Agreement or the Trust Agreements.
- 18.8 Recognizing the difficulty to determine the expense and damage to any Trust Fund resulting from the failure of the Employer to pay any contributions by the Contribution Due Date, the parties agree that any delinquent Employer shall compensate the Trust Funds for the damages arising out of such delinquency and shall be liable to pay the Trust Funds (in addition to delinquent contributions): (i) liquidated damages in an amount equal to one percent (1%) per month, with a cap of twenty percent (20%) of the delinquent contributions, (ii) interest thereon at the rates established by the Trust Funds, or at the legal rate, whichever is greater and (iii) all reasonable attorney's fees and court costs incurred by the Trust Funds [pursuant to 29 USC §1132(g)(2)(c)(ii)], as determined by the Court. In the event suit is initiated, it is agreed that such suits may be filed in a State or Federal Court of competent jurisdiction, at the sole discretion of the Trust Funds, located in King County, Washington, or where the Trust Funds are administered, or where the Employer does business.
- 18.9 The Employer agrees to furnish any relevant information and reports, including source documents, as may be required in the performance and administration of the various Trust Funds. The Trustees, or their representatives, of each of said Trust Funds shall have the right at all reasonable times during business hours to enter upon the premises of the Employer to examine and copy any relevant Employer books, records, papers, contracts and reports relating to the covered work, hours and wages of employees, as may be required by the Trust Funds to determine the Employer's compliance with the provisions of this Agreement and ERISA. Noncompliance is defined as the Employer's failure to report and pay or underpayment of either wages (including vacation pay and holiday pay) or Trust Fund contributions by five percent (5%) or more in the period audited. If the Employer is determined to have been noncompliant, the costs of the compliance examination (audit) shall be paid by the Employer.
- 18.10 It is understood and agreed (notwithstanding the express "no strike" clause of Section 14.1 in this Agreement) that the Union may remove employees from and take other economic action against any Employer who has failed to comply with Section 18.6 of this Agreement and who has failed in making restitution to the Trust Funds listed in Section 18.1 within forty eight (48) hours after receiving a delinquency notice from the Union, the Third Party Administrator and/or the Trust

Funds or who has failed to either pay or deposit monies in the Trust Funds within five (5) working days after an Employer is found to owe money to the Trust after an audit. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.

- 18.11 In the event that the Trustees of one or more of the Trust Funds listed in Section 18.1, make the decision to suspend or terminate an Employer's right to participate in the Trust Fund(s), the contribution rate(s) per hour designated for each such Trust Fund shall (upon suspension or termination) be paid as a hourly wage to the employees on their payroll checks. The Employer's right to participate in the Trust Funds shall be contingent upon final resolution and payment of any existing Trust Fund delinquencies by the Employer and shall require the approval of the Trustees of each such Trust Fund.
- 18.12 This Article is not subject to Article 20 (Dispute-Settlement & Arbitration).

ARTICLE 19 **FRINGE BENEFIT BOND**

- 19.1 Any Employer that becomes delinquent in payment of the employee benefit contributions listed under this Collective Bargaining Agreement must post a twenty-five thousand-dollar (\$25,000) fringe benefit bond ("Bond") with the Trust Funds' Third Party Administrator. The Bond shall be expressly payable to the Trust Funds and shall remain in full force and effect for the life of the Agreement and any extension, renewals, or replacements thereof.
- 19.2 In the event an Employer fails at any time to secure, maintain, renew or otherwise keep the Bond in full force and effect, in accordance with this Article, a written notice ("Bond Notice") shall be provided stating that the Employer is in violation of this Agreement and demanding that the Employer obtain and produce satisfactory evidence documenting the existence of a suitable Bond within five (5) business days from the date of receipt of the written Bond Notice. The Bond Notice may be provided to the Employer by the Union, the Third-Party Administrator and/or the Trust Funds. If an Employer fails to remedy the violation within five (5) working days following receipt of the Bond Notice, said Employer shall be deemed in default of this Article. The Union shall then be free (notwithstanding the express "no strike" clause of Section 14.1 in this Agreement) to remove employees from and take other economic action against the Employer. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.
- 19.3 Nothing in this Article shall limit the Trustees of the various Trust Funds defined in this Agreement (Section 18.1) from requiring an Employer who is delinquent in the payment of contributions from furnishing the Trust Funds with any additional Bond(s) as they deem appropriate to secure the Employer's contribution payment obligations under the circumstances.

19.4 This Article is not subject to Article 20 (Dispute-Settlement & Arbitration).

ARTICLE 20
DISPUTE-SETTLEMENT & ARBITRATION

20.1 All disputes between Local Union 188 and the Employer arising during the term of this Agreement shall be settled in accordance with the provisions of this Article. The term “disputes” is limited to, differences concerning the interpretation and application of any of the specific provisions of this Agreement.

Step One: In the event a dispute arises, representatives of Local Union 188 or the Employer shall attempt to settle the dispute by contacting the opposite party within ten (10) working days of the incident (or when the grieving party should have reasonably become aware of the matter). The parties shall meet within ten (10) working days of the Step One notification to attempt to resolve the grievance. If the dispute is not resolved in Step One within ten (10) working days following the Step One meeting, the grieving party may advance the dispute in writing to Step Two.

Step Two: The written grievance shall be presented to the opposite party within ten (10) working days of the Step One answer, and shall (a) describe the incident, (b) cite the specific provision(s) of the Agreement alleged to have been violated, and (c) state the remedy requested. A written response will be given to the grieving party within ten (10) working days. If the dispute is not resolved in Step Two within ten (10) working days following the written response to the grievance, the grieving party may advance the dispute in writing to Step Three Arbitration.

Step Three: Arbitration: If the matter is referred to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) Washington/Oregon names, and Local Union 188 and the Employer’s representative shall alternately strike the six (6) names from the list and the remaining name shall be the arbitrator who will be authorized to hear and determine the dispute referred to him/her pursuant to this Article and their decision shall be final and binding. The arbitrator’s authority shall be limited to interpretation and application of the express terms of this Agreement, and shall not change or add to any of its terms or conditions; regarding any discipline, the arbitrator’s authority shall be limited to deciding whether the Employer had justifiable cause as defined in Section 22.2. The cost of the arbitrator shall be borne by the party whose position is not upheld by the arbitrator; in event of a split decision, the arbitrator shall determine the allocation of their fees. All other expenses shall be paid by the party incurring them.

20.2 Time limits of this Article shall be waived only by written agreement of the parties. Any mutually agreed to resolution shall be final and binding on both parties and shall be reduced to writing with a copy furnished to each party.

ARTICLE 21
SEPARABILITY

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

ARTICLE 22
RIGHTS OF THE PARTIES

- 22.1 The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement. This section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.
- 22.2 Except as specifically limited herein, the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to, the right to select and hire, discipline, discharge or lay off for justifiable cause, promote, transfer, or schedule employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain discipline and efficiency among its employees.
- 22.3 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.

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ARTICLE 23
DURATION

23. This is a two (2) year Agreement, effective September 1, 2020 and continuing in full force and effect until August 31, 2022 and shall automatically renew itself September 1, 2022 unless either party gives notice of intent to modify or terminate this Agreement at least sixty (60) days prior to August 31, 2022, or any subsequent anniversary date of this Agreement.

MARV'S GLASS SHOP, INC.:

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

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Address

City, State, Zip Code

Telephone Number / Fax Number

Cell Phone Number

E-mail Address

Federal Tax ID

WA State Contractors Registration #

opeiu#8/afl-cio

MEMORANDUM OF UNDERSTANDING
“Bargaining Unit Employees Transferred to Non-unit Work”

International Union of Painters and Allied Trades District Council 5/Glazier, Architectural Metal & Glassworkers Local Union 188 (“Union” or “District Council”) and **Marv’s Glass Shop, Inc.** (“Employer”), agree as follows:

1. One or more of the Employer’s employees (“Employees”) who were formerly employed within the bargaining unit work now perform duties outside the scope of the bargaining unit and the Collective Bargaining Agreement. After the employees transferred to non-unit work, the Employer continued to make contributions to the Trust Funds identified in the Collective Bargaining Agreement on the basis of work performed by the employees, and the employees have continued to be considered as participants in the benefit plans.
2. The practice identified above is advantageous to the Employer, the employees and the Union. In order to preserve the current practice, and in recognition of the possibility that one or more of the employees could in the future revert to employment within the bargaining unit, the Union and the Employer agree that the Employer shall continue to make contributions to the Trust Funds on behalf of the employees at the rates specified in the Collective Bargaining Agreement then in effect. No other provision of the Collective Bargaining Agreement shall apply to the employees so long as they do not perform more than incidental bargaining unit work. Any dispute between the Union and the Employer over the terms of this Memorandum of Understanding shall be resolved under the grievance and arbitration procedures of the Collective Bargaining Agreement rather than by litigation.
3. In the event the Employer in the future makes fringe benefit contributions on behalf of an employee who transfers from bargaining unit work to non-bargaining unit work, the terms of this Memorandum of Understanding shall apply to that employee.
4. This Memorandum of Understanding shall apply during the term of the existing and any successor Collective Bargaining Agreements unless the Union or the Employer give specific notice of intention to terminate or modify the Memorandum of Understanding during the period and in the manner specified for notices of termination or modification specified in the Collective Bargaining Agreement.
5. The bargaining unit is not expanded to accrete the work covered by this understanding.

MARV’S GLASS SHOP, INC.:

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

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

opeiu#8/afl-cio

Glaziers, Architectural Metal & Glassworkers Local 188

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September 2020

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