

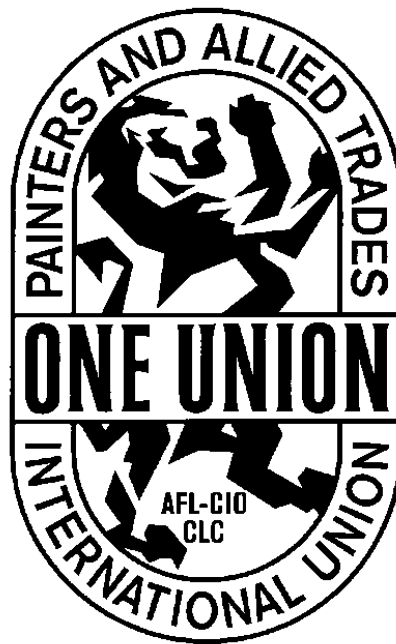
# LABOR AGREEMENT

*BETWEEN*

**IUPAT DISTRICT COUNCIL NO. 5**

*AND*

**MARV'S GLASS SHOP, INC.**



September 1, 2020 – August 31, 2022



# LABOR AGREEMENT

*BETWEEN*

**IUPAT DISTRICT COUNCIL NO. 5**

*AND*

**MARV'S GLASS SHOP, INC.**

SEPTEMBER 1, 2020 – AUGUST 31, 2022

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# AGREEMENT

*BETWEEN*

**IUPAT DISTRICT COUNCIL NO. 5**

*AND*

**MARV'S GLASS SHOP, INC.**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, effective September 1, 2020, by and between MARV'S GLASS SHOP, INC., hereinafter referred to as the "Employer", and INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 5, hereinafter referred to as the "Union".

## **WITNESSETH:**

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

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

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

## **ARTICLE I JURISDICTION - GENERAL GLAZING**

**SECTION 1: JURISDICTION** The Employer recognizes, acknowledges and agrees that the Union is, within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining for all the Employers' employees performing any work described in Section 3 of this ARTICLE, at any of the Employers' present branches and operations, any expansion, or relocation of operations, or new facility engaged in work as described below, that the Employer may become a part of within the territorial jurisdiction of the Union.

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

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

For the purposes of this agreement the territorial jurisdiction shall be defined as the following counties Umatilla, Morrow, Union, Wallowa, Grant, Baker, Harney, Malheur, Sherman,

Wasco and Wheeler counties. All other counties covered by the Mt. Hood Labor Agreement in Oregon and the State of Washington shall be performed under the conditions of the Labor Agreement between Mt. Hood Glass Management Association, Inc. and IUPAT District Council No. 5 Glaziers, Architectural Metal & Glass Workers Local No. 740. Where the Union deems it necessary to protect its jurisdiction, the Union will consider, prior to the bidding process or letting of a contract for a particular project, a modification of the wages and/or conditions as outlined in the current Collective Bargaining Agreement. Should the Union consent to a modification of the Labor Agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, the Agreement of September 1, 2020, shall remain in full force and effect. However, no Employer who is delinquent in the payment of fringe benefits as contained in Articles X, XI, XII, XIII, XIV, and XV of this Agreement will be allowed to use this section, including requests for modifications or payments for work performed on jobs previously approved, while delinquent and for a period of ninety (90) days following payment of delinquent contributions.

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

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

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

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

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

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

If the Employer fails to comply with this Section, the Employer shall be responsible for and liable for the payment of all sums of money, including all fringe benefit obligations, required by the terms of this Agreement to be paid by any subcontractor of the Employer. Thus, if this Section is breached, the Employer shall pay that compensation package (excluding fringe benefits to Trust Funds provided for in ARTICLES X, XI, XII, XIII, XIV and XV of this Agreement)

to those employees of the subcontractor who would have received it had it been paid by the subcontractor, and the Employer shall further pay fringe benefits as provided for in ARTICLES X, XI, XII, XIII, XIV and XV. If the subcontractor has a contract with the Union, the Union will proceed against the subcontractor and not the Employer. The parties agree that the word "employees" as used in the sub-paragraph includes, for the purpose of this provision, any person performing at the job site the kind of work covered by this Agreement, whether that person is an employee within the meaning of the applicable law, or a supervisor or a self-employed person or an independent contractor.

**SECTION 3: WORKING JURISDICTION:** General Glazing will include, but is not limited to: aluminum storefronts, curtain wall, skylight systems, door frames, doors and door hardware, all pre-formed metal panels, all pre-formed sash of vinyl, wood, metal or composite material, all work related to the securing of glass including the anchoring of material by means of welding, cutting, drilling, all on-site hoisting and rigging. Glazier work will also include the fabrication and installation of energy producing glass or similar product and its system, ornamental metal hand-rail systems of aluminum or steel for balconies, walkways and stairways where glass or cable are utilized; installation and fabrication of glass in new or existing systems.

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

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

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

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

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

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

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

**SECTION 4: 50/50 CLAUSE** The Contractor or 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, provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

**SECTION 5: OUT OF AREA CLAUSE** 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 IUPAT affiliate 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 an 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 from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for settlement of grievances set forth in this agreement or through the courts.

**SECTION 6: PRESERVATION OF WORK CLAUSE** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

All charges of violations of Section 1 of this Article shall be considered a dispute and processed in accordance with the provisions of this Agreement on the handling of grievances



and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, National Labor Relations Board) channels.

If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement, that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE II GENERAL CONDITIONS - EQUAL OPPORTUNITY**

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

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

**SECTION 3: SAFETY AND HEALTH** The Employers agree that they will make every reasonable effort to provide for the safety and health of their employees at the plant, shop or job site and shall comply with all State and Federal regulations in regard to safe and healthful working conditions. Any employee violating these regulations shall be subject to discharge or disciplinary action. Inplant Workers shall be provided with adequate training in the safety aspects of glass handling and machinery operations pertaining to the duties of Inplant Workers.

## **ARTICLE III PAY CONDITIONS**

**SECTION 1:** All employees shall be paid at least once a week, on an hourly basis and in accordance with the terms of this Agreement. Paychecks shall be received by the employee on the regularly established pay day and within regular working hours. In the event that Normal Payday lands on a Holiday, Employees shall be paid by check or direct deposit the first business day prior. There shall be no deductions from wages unless required by law or authorized by the employee in writing.

**SECTION 2:** Any employee terminated shall be paid in full for his services at the end of the day.

**SECTION 3:** The Employer agrees to honor written assignments of wages to the I.B.E.W. and United Workers Federal Credit Union. Said assignments of withholding are to be submitted on Payroll Deduction Authorization forms provided by I.B.E.W. and United Workers Federal Credit Union.

The employee may change the payroll deduction amount up to three times per year, not including necessary changes due to any loan payment deductions.

The Employer will remit said payroll deductions to I.B.E.W. and United Workers Federal Credit Union on a monthly basis, no later than the fifteenth (15<sup>th</sup>) of the following month, on transmittal forms provided by the Credit Union.

## **ARTICLE IV SETTLEMENT OF DISPUTES**

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

**SECTION 2:** In the event a dispute arises, representatives of Local No. 740 shall attempt to settle the dispute by contacting the Employer involved. In the event the dispute is not satisfactorily resolved, either Local No. 740 or the Employer is authorized to refer the

dispute to the Joint Conference Board. If the dispute is referred to the Joint Conference Board, the decision of the Joint Conference Board shall be binding on all parties. If the dispute is not resolved within ten (10) days, either Local No. 740 or the Employer is authorized to refer the matter to arbitration.

**SECTION 3:** The Joint Conference Board shall consist of an equal number of Union and Employer representatives. The Employer representatives shall be selected by the Association and the Union representatives shall be selected by the Union. The Joint Conference Board shall determine its own procedures. The Joint Conference Board shall have jurisdiction over all questions involving interpretation and application of any clause of this Agreement. It shall not have jurisdiction over disputes arising over negotiations for a new agreement or changes in the wage scale, hours of work or working conditions. Any time limits within this ARTICLE may be extended by mutual agreement of Local No. 740 and the Association.

**SECTION 4:** If the matter is referred to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven names, and Local No. 740 and the Association (or the non-member Employer) shall alternately strike six names from the list and the remaining name shall be the arbitrator who will be authorized to hear and determine the dispute referred to him pursuant to this ARTICLE and his decision shall be final and binding. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing he shall not contravene any provision of this Agreement. The compensation of the arbitrator and all

expenses incurred by him shall be borne one-half by the Union and one-half by the Employer.

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

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

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

## **ARTICLE V UNION RIGHTS**

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

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

## **ARTICLE VI STEWARDS AND BUSINESS REPRESENTATIVES**

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

**SECTION 2:** A certified public accountant appointed by the administrator of the Health and Welfare or Pension Trusts, and paid by such Trusts, may check the Employer's payroll records upon reasonable notice twenty-four (24) hours to the head of the Employer firm, such payroll records to be the payroll ledger and time cards only, for individual employees whose work is in question.

**SECTION 3:** A Shop Steward shall be a working employee appointed by Local No. 740, 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 No. 740 shall notify the Employer of the appointment of each Steward. In no event shall the Employer discriminate against a Steward and lay him/her off or discharge him/her on account

of his/her proper performance of his/her Union duties. Each Steward, before leaving his/her assigned work for investigation and discussion of complaints and on Union affairs, shall notify his/her supervisor, provided that he/she may not leave his/her work at any time which will unduly disrupt production; time spent by Stewards on such matters will not be paid for by the Employer.

In the event the Employer has reason to believe an infraction could result in the employee's suspension or termination, the Shop Steward shall be present at the time of the investigation and issuing of any disciplinary action.

## **ARTICLE VII EMPLOYERS QUALIFICATION**

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

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

## **ARTICLE VIII JOURNEYMAN EMPLOYER MEMBERS**

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

## **ARTICLE IX TRAVEL AND REPORTING PAY**

**SECTION 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 his/her residence without compensation for traveling expenses for travel to any job within seventy-five (75) actual road miles of his/her 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 his/her 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 his/her 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.

**SECTION 2:** 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 back to unpaid time upon

return to the seventy-five (75) mile mark.

**SECTION 3:** 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 X HOLIDAYS AND VACATION**

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

**SECTION 2:** An employee shall be granted two (2) weeks vacation, such vacation to be taken during the contract year at such time as may be mutually agreed upon by Employer and employee. All employees who have worked a twelve (12) month period for the same Employer shall be required to take a two (2) week vacation during the second twelve (12) months of employment. An additional one (1) week vacation may be taken if the employee so desires, such time to be mutually agreed upon by Employer and employee.

## **ARTICLE XI GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS JOINT APPRENTICESHIP & JOURNEYMAN TRAINING TRUST**

**SECTION 1:** Each individual Employer shall make contributions for each hour worked under this Agreement by each of his employees to the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust, which has been established by the Employers and the Union.

The Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust shall be jointly administered by a Board of Trustees consisting of six (6) members; three of whom shall be appointed by Mt. Hood Glass Management Association and three of whom shall be appointed by the Union. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust Agreement, by all past and future lawful action of the Trustees of the Fund, and likewise accept as their representatives the Employer Trustees presently serving on the aforesaid Trust and their duly elected or appointed successors.

**SECTION 2:** Contributions to the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust for hours worked by General Glaziers:

December 1, 2019                      \$ .50 Cents Per Hour

**SECTION 3: JOURNEYMAN UPGRADE CLAUSE** A program shall be offered by the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses in accordance with the following rules:

- 1) Journeyman Glaziers shall complete four (4) hours of Journeyman education each

year as provided by the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust.

**SECTION 4:** JATC shall reimburse Employers for wages exceeding the four (4) hours of Journeymen education each year. Employers are to get reimbursable trainings pre-approved by the JATC.

## **ARTICLE XII LABOR MANAGEMENT PARTNERSHIP FUND**

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

## **ARTICLE XIII FINISHING TRADES INSTITUTE FUND**

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

## **ARTICLE XIV LOCAL NO. 740 WELFARE FUND**

**SECTION 1:** Each participating Employer agrees to contribute into the Employee Painters Health and Welfare Trust, effective July 1, 2020, the sum of six-dollars and ninety six cents (\$6.96) for each compensable hour for all employees covered by this Agreement. Said payments shall be computed monthly and shall be due and payable by the tenth (10<sup>th</sup>) day of the following month.

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

## **ARTICLE XV PENSION**

**SECTION 1:** The individual Employers agree to make contributions into the Western Glaziers of Oregon and Southwest Washington Retirement Trust Fund for each compensable hour for all employees covered by this Agreement. Said payments shall be computed monthly

and shall be due and payable by the tenth (10<sup>th</sup>) day of the following month.

<b>Journeyman Glaziers:</b>	DECEMBER 1, 2019	\$ 2.00 Per Hour
<b>Apprentices:</b>	DECEMBER 1, 2019	Based on percentage

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

## **ARTICLE XVI PAYMENTS TO TRUST FUNDS**

**SECTION 1:** Contributions to the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust, the LMP Fund, the FTI Fund, and the Employee Painters' Trust (Health and Welfare Plan) Western Glaziers Pension Trust, as required under ARTICLES X, XI, XII, XIII, XIV, and XV, shall be due and payable in Portland, Oregon, at the place of business designated by the Trustees and shall be made in regular monthly installments. The monthly installments shall be due and payable on or before the tenth (10<sup>th</sup>) day of each month during the terms hereof and shall cover the contributing Employer's payroll ending closest to the last day of the preceding calendar month. Contributions shall be deemed delinquent after the twentieth (20<sup>th</sup>) day of each month during the term hereof. Each monthly contribution shall be accompanied by a payroll report in the form prescribed by the Trustees.

**SECTION 2:** The parties hereto recognize that regular and prompt payment of Employer contributions to the funds and regular and prompt submission of monthly reports from the Employers are essential to the proper maintenance and administration of the funds, that damage thereto would be experienced as a result of the failure of the contributing Employers to make such reports or to pay such monthly contributions in full within the time specified, and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the funds. Therefore, if a contributing Employer is delinquent in remitting his contributions or making his monthly report, the amount of damages to the funds resulting from such failure to make reports or pay contributions shall be presumed to be ten percent (10%) of the delinquent contributions or twenty dollars (\$20.00), whichever is greater, for each delinquent monthly report or contribution and, in addition, overdue contributions shall bear interest at the rate of twelve percent (12%) per annum from the time they should have been paid.

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

**SECTION 3:** These amounts shall become due and payable to the funds as liquidated damages, and not as a penalty, upon the day immediately following the date on which monthly report or payment becomes delinquent. However, the Trustees in their discretion, for good cause (and the Trustees shall have the sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums due the fund as liquidated damages. The delinquent Employer shall also be liable for audit costs and all costs of collection,

including reasonable attorney's fees thereof. The Trustees may also take appropriate legal action to collect unpaid contributions, together with liquidated damages, audit costs, interest, court costs and reasonable attorney's fees for the prosecution of such action, and the individual Employers concerned shall be liable for such. It is understood by Employers that in any such legal action, the venue shall be laid in Multnomah County, Oregon. Failure by an individual Employer to make the required payments shall be deemed a breach of the Collective Bargaining Agreement by the individual Employer and may subject the individual Employer to economic action, in addition to the other remedies herein provided.

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

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

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

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

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

**SECTION 6:** The Employer agrees that he does irrevocably designate and appoint the Trustees duly designated and appointed by Mt. Hood Glass Management Association, Inc., hereinafter referred to as the "Association", to serve as Trustees representing Employers on the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust, Glaziers, Architectural Metal & Glass Workers Local Union No. 740 Employee Painters' Trust, Pension Trust and Industry Fund to serve as the Employers' representative on each of said Trust Funds, and does not hereby waive any other right to be represented, participate in, or direct the activities, disbursements and obligations of said Trust Funds.

**SECTION 7:** Contributions to the Pension Fund, the Employee Painters Health and Welfare Trust the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship &



Journeyman Training Trust, Industry Fund and Vacation/Holiday Funds shall commence from the date of hire for new employees in their particular classification.

## **ARTICLE XVII ON-THE-JOB INJURY**

If an employee suffers an industrial injury during the workday while employed by an Employer, he/she shall be compensated for the full day even though he/she may have to leave work under doctor's order.

## **ARTICLE XVIII UNION MEMBERSHIP - HIRING OF MEN**

**SECTION 1:** It shall be a condition of employment that all employees of an Employer covered by this Agreement, engaged primarily in the building and construction industry, all journeyman glaziers and glazier apprentices, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the seventh (7th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of such employer covered by this Agreement and hired on or after its effective date shall on the seventh (7th) day following the beginning of such employment become and remain members in good standing of the Union.

It shall be a condition of employment that all employees of an Employer covered by this Agreement, not engaged primarily in the building and construction industry, who are members of the Union in good standing and those who are not members on the effective date of this Agreement shall on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing of the Union. It shall also be a condition of employment that all employees of such Employer covered by this Agreement, hired on or after its effective date, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

The Employer shall terminate any employee when the Union, through its Business Representative, serves written notice that such employee has not complied with the foregoing provisions and is not in good standing with the Union.

Members are required to request a referral from the Union Office prior to starting work for any employer. (This can be Verbal, text, or email).

**SECTION 2:** In order to perpetuate the skills required in the industry covered by this Agreement and to promote employment of competent help necessary for production, good workmanship and efficiency, it is agreed that the Employer will call the Union when additional help is needed, he will inform the Union of the type of skill required and the Union agrees to make every effort to secure and dispatch qualified help in accordance with the Employer's request within twenty-four (24) hours. The Employer shall require each employee to present a written referral from the Union prior to putting the employee to work.

**SECTION 3:** The Union shall have the right to discipline its members for any violation of its laws, rules or terms of this Agreement.

**SECTION 4:** The Employer reserves the right to discipline or discharge any employee for just cause.

**SECTION 5:** The Employer shall notify the Union within forty-eight (48) hours of hiring, the names and addresses of all new hires in the Mirror Production/Assemblers and Inplant classifications. The Union will furnish to the Employer pre-stamped, pre-addressed postcards.

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

**SECTION 7: CHECK-OFF: ADMINISTRATIVE DUES & MARKET RECOVERY FUND**  
The individual Employer will honor written assignments of wages to the Union for the payment of Union membership dues; Administrative Dues Check-Off and/or Market Recovery Fund, when such assignments are submitted in the following form and remain unrevoked:

CHECK-OFF AUTHORIZATION

This is to authorize any of the various individual Employers in the jurisdiction of Glass Workers Local No. 740 who are covered by the Collective Bargaining Agreement between Mt. Hood Glass Management Association and Glass Workers Local No. 740 of Portland, Oregon, and by whom I may be employed during the term of such Agreement or any renewal, effective date of hire, to deduct from my wages and transmit to said Union, or to any agency designated by said Union for the collection of said money, an amount equivalent to 3.63% of the Journeyman, Apprentice employee's gross wage, such sum constituting a portion of my Union dues. This also authorizes the Employer to deduct hourly contributions for the Market Recovery Fund (Glazing Industry Market Recovery Program). This Authorization shall be irrevocable for the period of one year following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless sixty (60) days prior to termination of the annual renewal date I revoke this authorization by written notice to the Union and to the individual Employer by whom I am employed.

DATE: \_\_\_\_\_, 20\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

**SECTION 8:** The individual Employer will honor written assignments of wages to the Union for the payment of initiation and reinstatement fees. The amount specified in such authorization shall be withheld from the earnings of such employee in accordance with the provisions of such authorization. The initiation or reinstatement fee withheld shall be transmitted to the Union in the same manner as provided for in Section 7 of this ARTICLE.

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

**SECTION 9:** The provisions set forth in this ARTICLE notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

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

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

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

## **ARTICLE XIX WAGES**

**SECTION 1:** The wage scales for all employees covered by this Agreement effective September 1, 2020, is set forth on the Wage Schedule, which is attached hereto and by this reference incorporated herein.

**SECTION 2:** Where the Union deems it necessary to protect its jurisdiction, the Union will consider, prior to the bidding process or letting of a contract for a particular project, a modification of the wages and/or conditions as outlined in the current Collective Bargaining Agreement. Should the Union consent to a modification of the Labor Agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, the Agreement of September 1, 2020, shall remain in full force and effect. However, no Employer who is delinquent in the payment of fringe benefits as contained in ARTICLES X, XI, XII, XIII, XIV and XV of this Agreement will be allowed to use this Section, including requests for modifications or payments for work performed on jobs previously approved, while delinquent and for a period of ninety (90) days following payment of delinquent contributions.

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

## **ARTICLE XX APPRENTICES**

**SECTION 1:** Subject to Apprenticeship Standards, any applicant eighteen (18) years of age and of good moral character is eligible to be registered as an apprentice after serving one thousand (1,000) hours probationary period. A General Glazier Apprentice must serve at the trade for four (4) years before becoming a Journeyman.

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

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

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

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

**SECTION 6:** After one (1) year of Apprenticeship training, a Glazier Apprentice may perform hack-outs on the job site by himself/herself.

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

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

## **ARTICLE XXI HOURS AND OVERTIME**

**SECTION 1:** Eight (8) consecutive hours (exclusive of one-half (1/2) hour for lunch) shall constitute a day's work between the hours of 5:00 a.m. and 5:00 p.m.; forty (40) hours shall constitute a week's work, Mondays through Fridays inclusive, for glass workers. Employees reporting either to the shop or directly to the job shall leave home for work at a time which would normally allow the glass worker to arrive at starting time. Such reporting time shall not apply to jobs located more than forty-six (46) miles from the Employer's shop.

**SECTION 2:** All time before 5:00 a.m. or after 5:00 p.m., or in excess of a day's work or a week's work, as defined in Section 1, shall be considered overtime and paid for at the rate of time and one-half (1 1/2 ) for the first two (2) hours of overtime in each working day. All overtime after the first two (2) hours shall be paid at double-time. All time on Saturday or Sunday shall be paid for at the rate of double-time, minimum of two (2) hours' pay.

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

**SECTION 4:** With the mutual consent of the Employer and employee and job conditions permitting, the four (4) day week, ten (10) hour day may be worked. On this basis straight-time will be paid. All time in excess of a ten (10) hour day or a four (4) day week will be paid at double-time. It is to be utilized on a weekly basis only, four (4) consecutive days, Monday through Thursday, between the hours of 5:00 a.m. and 5:00 p.m.

All time on Friday, Saturday or Sunday shall be paid for at the rate of double-time, minimum of two (2) hours' pay. Any holiday falling on Sunday will be observed Monday; any holiday falling on Friday or Saturday will be observed Thursday.

**SECTION 5:** Employees are entitled to and required to take a lunch break and will not be paid for lunch except with the specific prior approval of the Employer. Employees shall be entitled to two (2) ten-minute breaks per eight (8) hour shift, to be taken in place at the worksite. When pre-arranged by mutual agreement between the Company and the crew, the two (2) ten-minute rest breaks may be combined into a single twenty-minute rest break for the day.

## **ARTICLE XXII HAZARD PAY - TOOLS - WORKMANSHIP - WORK CONDITIONS**

**SECTION 1: HAZARD PAY** An employee doing work in a hazardous location, as described below, from the third (3rd) floor and up, or thirty (30) feet of free fall, whichever is less, and is required by safety laws to wear a safety belt, shall receive one dollar (\$1.00) per hour over scale for hazard pay under the following conditions:

- Any employee doing work from a swing stage, scaffold, suspended contrivance or mechanical apparatus
- Any employee doing work from a bosun chair (non-motorized single-man

apparatus) shall receive four dollars (\$4.00) per hour over scale for all hours worked regardless of height

- There shall be at least two (2) employees present any time that work is performed from a single man apparatus in a hazardous location as described in this Section 1

**SECTION 2:** Any employee failing to wear a safety belt or safety harness as required by safety laws shall not receive hazard pay for the entire shift.

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

TOOL BOX	COMBINATION WRENCH SET 5/16-3/4)
25-FOOT STEEL TAPE RULE	VINYL CUTTER
BENT PUTTY KNIFE	3-FOOT LEVEL
STRAIGHT PUTTY KNIFE	REGULAR PLIERS
PRY BAR	VICE GRIP
HAMMER	PLATE PLIERS
HACKSAW	DIAGONAL PLIERS
NAIL SET/CENTER PUNCH	END CUTTING PLIERS (NAIL PULLER)
HACK-OUT KNIFE	KNIFE, POCKET
TIN SNIPS - LEFT, RIGHT & CENTER	GLASS MARKING PENCIL
METAL FILE	RAZOR BLADE HOLDER
CAULKING SPATULA	VINYL ROLLER
ANGLE-SQUARE	PHILLIPS SCREWDRIVER
LAPS OR GLOVES	CHALK LINE
ALLEN WRENCH SET	SOFT FACE HAMMER/RUBBER MALLET
PLUMB BOB	SOCKET SET

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

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

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

In any case where safety is a question, an employee shall not be terminated for refusing to put himself/herself in a hazardous situation.

In the event of a dispute over safety, the Union Business Representative and the Employer will attempt to resolve the problem.

**SECTION 6: DRUG & ALCOHOL TESTING** The Union and the Employers agree that

it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end. Should the Union and the Employers find a mutually agreed-upon drug testing program that will serve the needs of both parties, the Union agrees to adopt said program within sixty (60) days of agreeing on the selection of Program Administrator, and the Employer agrees to use only the approved program for drug screening of bargaining unit members.

The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with state and federal laws.

### **ARTICLE XXIII LEADMAN**

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

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

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

### **ARTICLE XXIV DURATION**

This Agreement shall become effective September 1, 2020, and shall remain in effect until August 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 August 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 31, 2022, or on or after an anniversary in the event of an automatic renewal.

**EMPLOYER: MARV'S GLASS SHOP, INC.**

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

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**SIGNATURE:** Mike James, Business Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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# Memorandum of Understanding

Between

I.U.P.A.T. District Council #5

&

Marv's Glass Shop, Inc.

This letter shall serve as a binding agreement on the terms listed below between IUPAT District Council #5 ("Union") and Marv's Glass Shop, Inc ("Employer"). Both parties agree this Letter of Understanding will apply from the date of execution on the following terms:

1. On all prevailing wage work performed in listed counties in Oregon (Umatilla, Morrow, Union, Wallowa, Grant, Baker, Harney, Malheur, Sherman, Wasco and Wheeler counties), the Employer will use a ten (\$10.00) dollar per hour pension contribution. Where the Union deems it necessary to protect its jurisdiction, the Union will consider, prior to the bidding process or letting of a contract for a particular project, a modification of the wages and/or conditions as outlined in the current Collective Bargaining Agreement. Should the Union consent to a modification of the Labor Agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, the Agreement of September 1, 2020, shall remain in full force and effect. However, no Employer who is delinquent in the payment of fringe benefits as contained in Articles X, XI, XII, XIII, XIV, and XV of this Agreement will be allowed to use this section, including requests for modifications or payments for work performed on jobs previously approved, while delinquent and for a period of ninety (90) days following payment of delinquent contributions.

**All other provisions of the Agreement shall remain in full force and effect.**

**SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020**

\_\_\_\_\_  
Marv's Glass Shop, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
I.U.P.A.T. DC #5 Representative

\_\_\_\_\_  
Date

MJ:nl  
Opeiu#11/afl-cio

# Schedule "A"

Marv's Glass Shop, Inc.

September 1, 2020

<u>Classification</u>	<u>Total Package</u>
Journeyman .....	\$ 34.56

## Wage Increases

September 1, 2020	\$ 1.00 Increase to Total Hourly Package
March 1, 2021	\$ 1.00 Increase to Total Hourly Package
September 1, 2021	\$ 1.00 Increase to Total Hourly Package
March 1, 2022	\$ 1.00 Increase to Total Hourly Package