

AGREEMENT BETWEEN

**GLASS, GLAZING, AND MIRROR CONTRACTORS OF
SOUTHWEST IDAHO**

&

**IUPAT
DISTRICT COUNCIL #5
BOISE, IDAHO**

October 1, 2019 through September 30, 2021

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This agreement made and entered into this first day of October 2019, between the Employers Glass Contractors, hereinafter referred to as the "Employer" and IUPAT District Council #5, hereinafter referred to as the "Union".

ARTICLE 1

- 1.1 The Employer Glass Contractor warrants its authority to enter into labor Agreements. In the event any Employer Glass Contractor should desire to withdraw from this agreement, such Employer will continue to be a party to this agreement until its expiration date as set forth below. The Union has jurisdiction of the classification of Employees known as Journeyman and Apprentice Glaziers, as herein defined. This agreement does not apply to Production Line Workers, Window Assemblers, Sales, Office Clerical, or Warehousemen.
- 1.2 The Employer recognizes the Union as the representative of the Employees covered herein for the purpose of collective bargaining.
- 1.3 The Union recognizes the Employer retains the sole and exclusive right to manage its business and to direct the working forces, subject only to the specific, expressed provisions of this agreement. This shall include, but not be limited to, the right to hire, assign work and schedules, suspend, discharge, transfer, determine the size of work force, and relieve employees from duty because of lack of work.
- 1.4 No Employer shall subcontract or assign any of the work within District Council #5's jurisdiction described herein which is to be performed at a job site to any contractor, subcontractor, or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitation those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.
- 1.5 The Employer reserves the right to subcontract portions of its work provided no unit employee is displaced.
- 1.6 The Employer reserves the right to have supervisors perform unit work provided no unit employee is displaced.
- 1.7 Definition of Contractor- A Contractor is one who takes work direct from the public, and employs at least one journeyman. Contractors must employ at least one journeyman when work is being done by the shop. This shall apply to all overtime, Saturdays and Sundays included.
- 1.8 Truck Identification - The Employer shall identify all trucks or vehicles used in the general glazing trade by the name visible at a distance of at least fifty (50) feet.

**ARTICLE 2
JURISDICTION**

2.1 The south part of Idaho county, from a line running east and west through the north limits of Elk City, the counties of Adams, Boise, Valley, Washington, Payette, Gem, Canyon, Ada, Owyhee, Elmore, the west part of Gooding county from a line running north and south through the eastern limits of Bliss, and Malheur county in Oregon.

2.2 Work coming under the provisions of this agreement shall be:

(A) Installation and removal of all kinds and types of glass, materials used as a substitute for glass, all mirrors, whether or not framed, all types of aluminum, bronze, stainless steel, or materials used for facing and, or framing building's storefronts construction, the application of sealant, gaskets, or neoprene as they apply to the structural installation of glass or glass substitutes, metal doors, glass doors, metal door frames and any incidental work in connection therewith, whether in the shop or on the job, whether temporary or permanent, on or for any building in the course of construction, repair, or alteration.

(B) Cutting, handling of plate glass, window glass, heavy sheet glass, rough glass, and safety glass, when such glass is for installation in any building in the course of construction, repair or alteration, and which is normally installed by the employees of this unit. This shall exclude delivery and receiving of wholesale glass and building materials. This section is not intended to prohibit the use of other than glaziers to perform handling of automotive glass, picture frames, cutting of miscellaneous orders, as well as crating of glass for shipments.

**ARTICLE 3
TRAVEL TIME AND SUBSISTENCE**

3.1 The Employer shall pay traveling time on all work over thirty (30) miles past the city limits in which the shop is located, at the regular hourly rate, except where men are required to report to the "shop". In such event, travel time and transportation shall start at the shop.

3.2 Transportation to and from all out of town jobs will be provided by the Employer.

3.3 In cases where the employer is required to furnish transportation, the employer may, upon agreement of the employee, elect to rent the personal automobile of said employee for the purpose of transporting the car owner and other employees to and from said job. In such cases, in addition to travel time, the car owner will receive from the employer twenty-five (25) cents per mile to and from such job.

The employer must carry non-ownership property damage and public liability insurance on any vehicle of an employee so used at the employer's request.

- 3.4 Employer shall pay actual reasonable receipted expenses, for meals and lodging, in lieu of per diem, when the employee is required to remain overnight.
- 3.5 For the purpose of this article, the term "Out of town jobs" shall mean any job, which is over thirty miles past the city limits in which the shop is located.
- 3.6 Employers from outside the jurisdiction of Article 2.1 who may secure work beyond thirty miles past the city limits of Boise, shall use the Boise Labor Temple as the starting point for the purpose of computing travel time, and mileage.

ARTICLE 4 UNION SECURITY

- 4.1 Sections 2, 3, and 4 of this Article shall only apply to areas that allow union security as a condition of employment.
- 4.2 It shall be a condition of employment that all employees of an employer covered by this agreement who are members of the union in good standing on the execution date of this agreement shall remain members in good standing. And those who are not members on the execution date of this agreement shall, on the thirty-first (31) day following the execution date of this agreement, become and remain members in good standing in the union. It shall be a condition of employment that all employees covered by this agreement and hired on or after its execution date shall on the thirty-first (31) day following the beginning of such employment, become and remain members in good standing in the Union.
- 4.3 Whenever the employer is engaged in onsite building and construction work, all employees performing such work will be required to become members of the Union on the eight (8) day following the beginning of employment or the execution date of this agreement, whichever is later, and maintain such membership during the term of this agreement.
- 4.4 In the event such employee fails to comply with the above paragraphs the Union shall notify the employer in writing and the employer shall discharge said employee within forty-eight (48) hours.
- 4.5 In order to perpetuate the skills required in the industry covered by this agreement and to promote the employment of competent help necessary for production, good workmanship and efficiency, it is agreed that if the employer calls the Union when additional help is needed, it 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 employers request. If District Council #5 is unable to supply

skilled Glaziers, the employer is free to hire employees at his discretion.

**ARTICLE 5
HEALTH AND SAFETY**

- 5.1 The parties to this agreement will cooperate in an effort to make the signatory company's employees and equipment safe and to conform to the safety requirements of the Federal Government and the State of Idaho.
- 5.1.a The company expressly reserves the right to unilaterally establish safety rules and regulations over and above the minimum standards prescribed by municipal, state and federal laws and regulations and the Occupational Safety and Health Act.
- 5.2 No employee shall be disciplined or discharged for refusing to work upon unsafe scaffolding, or equipment, or for enforcing safety rules.
- 5.3 It is the serious desire and intent of the parties to engage in those work practices, including the assignment of adequate work crews and equipment, to assure safe working conditions. Where employees feel an unsafe practice has been, or is being engaged in, such practice may be made a subject of discussion with the company manager in the interest of preventing the occurrence of such practice.

**ARTICLE 6
FAIR EMPLOYMENT PRACTICE - RETENTION OF WORKERS**

- 6.1 The employer may discharge an employee provided there shall be no discrimination by reason of race, color, creed, sex, or age on the part of the employer against any employee. No employee shall be discriminated against for Union activity.

**ARTICLE 7
WORKING RULES**

- 7.1 Employees shall be at the job or shop and ready to work at the regular starting time, but in no event shall employees report at the shop or job more than fifteen (15) minutes before such starting time.
- 7.2 Employer agrees to furnish power equipment, carbide bits 1/2" and over, tapes over 16' in length, electrical cords, and other special equipment that may be required for jobs. The employer will replace drill bits, carbide bits under 1/2", hacksaw blades, taps, countersinks, and gloves upon return of worn or damaged items for replacement.

- 7.3 The shop supervisor of each of the companies affected by this agreement, or some other worker named by the employer will be permitted to work in cases of emergency, and whenever no Journeymen or an insufficient number of Journeymen are available.

ARTICLE 8 GRIEVANCE & ARBITRATION

- 8.1 All questions, disputes and controversies regarding, and limited to interpretation or application of this agreement shall be adjusted and settled in accordance with the following procedure:
- 8.1.a A grievance shall be first taken up by the employee and his supervisor, if the dispute cannot be resolved, he shall reduce it to writing and submit it to the union, for transmittal to the employer. The employer shall then have five (5) working days after receipt to provide a written response to the Union.
- 8.1.b The Union will then have a meeting with the employer and the employee within five (5) working days after the receipt of the employers written response. If a solution is reached it shall be reduced to writing and recorded. If no satisfactory solution is reached, the matter will be referred to arbitration.
- 8.1.c If the grievance is moved to arbitration, a list of seven (7) arbitrators will be requested from the FMCS. The parties will alternately, beginning with the party initiating the grievance, strike names from this list until one (1) name remains. This person shall be the arbitrator. Each party shall bear the expense of their representative in the arbitration. The cost of the arbitrator shall be born equally by both parties. The decision of the arbitrator shall be final and binding on the parties, but he shall not have authority to change the terms and conditions of this agreement.
- 8.2 It is understood and agreed that any grievance shall be initially presented by the initiating party within five (5) working days after the inception or the occurrence thereof, otherwise the grievance shall be dismissed.

ARTICLE 9 NO STRIKE - NO LOCKOUT

- 9.1 It is mutually agreed that there shall be no strike authorized by the Union and no lockout authorized by the employer, except for refusal of either party to submit to, or abide by, the grievance procedure as set forth in Article VIII. No picket line, at or around the employer's place of business, established by any other person or

organization, shall be sanctioned during the term of this agreement.

- 9.2 The Union agrees that as part of the consideration of this agreement they will take immediate steps to end any unauthorized work stoppages, strikes, or suspensions of work, and shall notify it's members by the media normally used by the Union, of such violation of this agreement. The Union agrees that they will not assist employees participating in such unauthorized work stoppages, strikes, or suspensions of work.
- 9.3 It shall not be considered a violation of this agreement, or cause for discharge or discipline for an employee covered by this agreement to voluntarily, by their own individual action, cease to work due to a picket line of Unions which are affiliated with the Building and Construction Trades Council, IUPAT District Council #5, or the Central Labor Council.
- 9.4 For the purpose of this article, the term "strike" shall include a cessation or stoppage of work, a slow down, or sit-in.

**ARTICLE 10
APPRENTICESHIP**

- 10.1 The apprenticeship system is based on a three (3) year apprenticeship and shall conform to the requirements of the Bureau of Apprenticeship and Training, and shall be administered by a Joint Apprenticeship Training Committee. The Union and the Employer will each name three (3) members of the Joint Apprenticeship Training Committee for the term of the agreement, such committee to be established within fifteen (15) days after the signing of this agreement. The Joint Apprenticeship Training Committee shall have sole responsibility for administration of the apprentice-training program.
- 10.2 The maximum apprentice to journeyman ratio shall be as follows:

<u>Journeyman</u>	<u>Apprentice</u>
2	1
3	2
5	3
7	4
9	5
11	6
13	7

- 10.3 No apprentice shall be permitted to work without journeyman supervision for the first two and one-half (2 1/2) years of his apprenticeship. Changes in the above

can be made by the approval of the Joint Apprenticeship Committee. A journeyman for the purpose of this agreement shall be defined as an employee who has completed his apprenticeship or who has passed the examination required by the Union as a demonstration of proficiency.

10.4 An apprentice wage package shall be the following percentage related to the journeyman wage package:

First	1000 Hours	60%	of Journeyman's taxable wage plus benefits.*
Second	1000 Hours	65%	of Journeyman's taxable wage plus benefits.*
Third	1000 Hours	70%	of Journeyman's taxable wage plus benefits.*
Fourth	1000 Hours	80%	of Journeyman's taxable wage plus benefits.
Fifth	1000 Hours	90%	of Journeyman's taxable wage plus benefits.
Sixth	1000 Hours	95%	of Journeyman's taxable wage plus benefits.

All listed wage increases for apprentices are contingent upon the approval of the apprenticeship committee. Upon completion of the apprenticeship program he shall receive journeyman's rate of pay.

*The Pension contribution for apprentices shall be ten (10) cents per hour, until he/she reaches the 80% wage grade.

*There shall be no annuity contribution for apprentices until he/she reaches the 80% wage grade.

10.5 The maximum hours for apprentices shall be the same as for journeymen. Overtime to be paid under the same conditions as for journeymen. Each hour, or portion thereof, for which the apprentice receives pay, shall be credited towards completion of apprenticeship.

10.6 An apprentice shall not be permitted to work for any person or firm other than his first employer, except when such apprentice is deprived of employment through no fault of his own. Any apprentice may be discharged for just cause.

ARTICLE 11 UNION REPRESENTATION AND ACCESS TO JOBS

11.1 Authorized Business Representatives of the Union shall at all times have access to jobs of the employer, providing they do not interfere with the employees or cause them to neglect their work. Such representatives shall notify the manager or his representative of his presence prior to contacting employees in the shop.

11.2 The employer agrees to furnish the Union Representative with a complete list of all employees coming under this agreement when requested by said representative, providing such requests are at least thirty (30) days apart.

**ARTICLE 12
SAVINGS CLAUSE**

- 12.1 Should any part of any provision of this agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree, or court of competent jurisdiction, such invalidation of such part or provisions of this agreement shall not invalidate the remaining parts or provisions thereof; provided, however, upon such invalidation the parties agree to meet without delay and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 13
HOURS OF WORK, OVERTIME, WAGE SCALE, PAY DAYS, HOLIDAYS**

- 13.1 (A) The normal regular workweek shall be one of forty (40) hours, consisting of five (5) days of eight (8) hours each, on Monday, Tuesday, Wednesday, Thursday, Friday, between the hours of 8:00 A.M. and 5:00 P.M. However, starting time may be changed by mutual agreement. All other work performed shall be considered as overtime and shall be paid at the rate of Time and One-Half except for Holidays and Sundays. This premium shall not apply to the Health and Welfare, and Pension contribution.

(B) With the consent of the employees and job conditions permitting, the four (4) consecutive day week, ten (10) hour day may be worked. On this weekly consecutive day basis, straight time shall be paid. All time in excess of ten (10) hour day on a four (4) day forty (40) hour week will be paid at the overtime rate according to Article XIII Section 1(A) of this agreement.

(C) With the consent of the employees, and job conditions permitting, regular workday schedules may be extended up to a ten (10) hour day, in exchange for time off in the same regular work week. On this basis straight time shall be paid. All hours in excess of the ten hour workday, or forty (40) hour workweek shall be paid at the overtime rate in accordance with Article XIII, Section 1(A) of this agreement.

- 13.2 No Glazier employee will be required to take a reduction in pay while performing Residential or Auto Glass work.

- 13.3 Wage rates are listed in addendum A1, A2, A3, A4, A5, and A6 of this agreement.

13.3.a Total Taxable wages includes vacation pay.

13.3.b Wage rates listed above are the minimum allowed to be paid to employees. It will not be a violation of this agreement to pay more than minimum wages to employees. It will not be a violation of this agreement to reduce wages of

employees who receive more than the minimum to the minimum.

13.4 Foremen:

13.4.a Any Journeyman designated as a working foreman with the title of Shop Foreman by the employer will be paid at the rate of Journeyman rate plus one dollar (\$1.00) per hour while so serving. Duties include: Shop or job related duties as assigned by the employer, supervise all Leadmen, Journeymen, and Apprentice Glaziers employed by the shop, assign all Glaziers to jobs and tasks, and assist the employer in implementing and enforcing safety rules. The Shop Foreman will perform the duties of Journeyman Glazier when not directly performing the duties of Shop Foreman.

13.4.b On contract jobs away from the employer's shop, where the job duration is expected to be four or more working days, and four or more Journeymen and or Apprentice Glaziers are assigned to the job, the employer, with the recommendation of the Shop Foreman, will designate one (1) Journeyman as Leadman for the job site. The Leadman will be paid at the Journeyman rate plus fifty cents (\$.50) per hour while serving.

13.4.c Duties of the job site Leadman include: Supervising all Glaziers assigned to the job, coordination with the general contractor job site supervisor, measuring and job layout, safety, equipment security, and quality control.

13.4.d The Shop Foreman may also perform the duties of job site Leadman if the shop does not employ enough Journeymen to man more than one job at a time. The Shop Foreman will be paid normal Shop Foreman rate while so serving.

13.5 All men working over thirty-five (35) feet free fall in height shall receive fifty cents (\$.50) per hour over scale.

13.6 All Glaziers shall be employed and paid on an hourly basis in accordance with the terms of this agreement. Paychecks will be issued weekly with no more than five (5) days withheld.

13.7 Residential and Auto Glass Installers:

13.7.A Scope of Work:

(1) Duties to include installers of auto glass, replacement work to include: installation of glass, mirrors, windows, tub and shower enclosures, patio doors and all new residential construction, jobsite glazing of new permanent residential buildings consisting of not more than two (2) story four-plexes. Specifically excluded is all work on commercial type buildings such as the installation or replacement of metal or metal substitutes, glass or glass substitutes in storefronts and aluminum entrances, doors, curtain walls,

window walls, and punched openings.

13.7.B Wages:

(1) Residential Glaziers and Auto Glass Installers will have rates of :

1st Six Months:	45% of Journeyman wage package
2nd Six Months:	50% of Journeyman wage package
3rd Six Months:	55% of Journeyman wage package
4th Six Months and thereafter:	60% of Journeyman wage package

(2) The balance of the provisions of the Master Agreement, except Article X, shall apply to this classification.

(3) It is agreed that any employee now engaged in the industry and a member of the current bargaining unit, District Council #5 of Southwest Idaho, shall not be required to suffer a reduction of pay or a loss of benefits while engaged in work covered by said classification.

13.8 Holidays: Work performed on Holidays shall be paid for at the rate of additional straight time. Holidays shall be New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day. If the holiday falls on a Sunday, the holiday shall be observed on the Monday following the holiday. If the holiday falls on a Saturday, the holiday will be observed on the Friday before the holiday. The designated holidays provided in this section may be changed by mutual agreement between management and the employees.

13.9 All work performed on Sundays shall be paid for at the rate of Double Time and no employment shall be for less than two (2) hours.

13.10 Unless given prior notice individually the previous day that their services are not required, all employees reporting for work at the shop or jobsite at 8:00 am, shall be paid two (2) hours reporting pay.

13.11 Workmen to be laid off shall be given a minimum of four (4) hours notice of such layoff previous to quitting time, and paid in full by quitting time that same day. Sufficient time for gathering tools and belongings shall be allowed during this four (4) hour period. Section 11 of Article XIII does not pertain to temporary employees.

ARTICLE 14 VACATION

14.1 In order to provide each employee working under the terms of this agreement a paid vacation, a designated sum of money per man hour worked, as stipulated in the wage schedule, shall be added to the employee's paycheck.

14.2 All employees who have been employed for a period of one (1) year after the effective date of this agreement shall be entitled to two (2) weeks vacation. Time off shall be a matter of mutual agreement between employee and employer. Vacation pay is a part of the wage package.

14.3 Vacation pay will be calculated at four percent (4%) of the base wage.

ARTICLE 15 HEALTH AND WELFARE

For the purpose of providing Hospital, Doctor and Medical benefits, for employees covered by the terms of this agreement, the following is agreed to between the signatories hereto.

15.1 Commencing with the First day of October, 2019 and for the duration of this agreement, and any renewals or extensions thereof, the employer agrees to make payments to The Employee Painters' Trust , for each employee covered by this agreement as follows:

(A) For each hour or portion thereof, as stated in Addendum A1, A2, for which an employee received pay, the employer shall make a contribution set forth in Addendum A1, A2 to the above named fund.

(B) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this agreement, shall be counted as hours for which contributions are payable.

(C) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the agreement.

(D) The payments to the Trust Fund required above shall be made to "Employee Painters Trust" at PO Box 24844, Department E, Seattle WA 98124-0844, which was established under an Agreement and Declaration of Trust, dated November 21, 1952. The employer hereby agrees to be bound by, and to, the said Agreement and Declaration of Trust, as though he had actually signed same.

15.2 (A) The employer hereby irrevocably designates, as it's representative on the Board of Trustees such trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The employer further agrees to be bound to all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

(B) All contributions shall be made at such time, and in such manner as the trustees require, by no later than the fifteenth (15) day of the month following the month for which contributions are due, and the trustees shall have the authority to have an independent Certified Public Account audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions to the Employee Painters Trust Fund.

(C) If an employer fails to make contributions to the Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement and other provisions hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collecting the payments due together with Attorney's fees and such penalties as may be assessed by the trustees. The employer's liability for payment under this Article shall not be subject to, or covered by, any grievance or arbitration procedure set forth elsewhere in this agreement.

(D) The Employee Painters Trust Plan adopted by the trustees of said Trust Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the Employee Painters Trust as a deduction for income tax purposes.

15.3 Changes in the Health and Welfare program, requiring increased contributions, will be a deduction from the basic wage package.

ARTICLE 16
THE IUPAT UNION AND INDUSTRY NATIONAL PENSION FUND, &
IUPAT UNION AND INDUSTRY NATIONAL ANNUITY FUND

The only agreement between the Employer and Union parties to this agreement regarding the pensions, annuities, or retirement for employees covered by this agreement is as follows:

16.1 (A) Commencing with the First of October, 2019 and for the duration of this agreement, and renewals or extensions thereof, the Employer agrees to make payment to the IUPAT Union and Industry National Pension Fund and to the IUPAT Union and Industry National Annuity Fund, for each employee covered by this agreement as follows:

(B) Effective October 1, 2019 for each hour, or portion thereof, for which an employee received pay, as referenced in Addendum A1, A2 the employer shall make contributions set forth in Addendum A1, A2 to the above named pension fund, and to the above named annuity fund.

The term of this agreement is extended until December 31, 2021 for the limited purpose of setting an increased schedule of contributions to the IUPAT Industry

Pension Fund for the period of 2017 through 2021. During the normal and extended term, contributions shall be made at the rates referenced in Addendum A3.

1. The Pension contribution for apprentices shall be ten (10) cents per hour, until he/she reaches the 80% wage grade.
 2. There shall be no annuity contribution for apprentices until he/she reaches the 80% wage grade.
- (C) For the purpose of this Article, each hour paid for, including hours attributed to show up time, and other hours for which pay is received by the employee in accordance with this agreement, shall be counted as hours for which contributions are payable.
- (D) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement.
- (E) The payments to the Pension and Annuity Funds required above shall be made to "Employee Painters Trust", PO Box 24844, Department E, Seattle, WA 98124-0844, in behalf of the "IUPAT Union and Industry National Pension and Annuity Funds", which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by, and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
- 16.2 The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreement and Declaration of Trust.
- 16.3 All contributions shall be made at such time and in such manner as the trustees required, and the trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions to the Pension and Annuity Funds.
- 16.4 If an employer fails to make contributions to the Pension and Annuity Funds within twenty (20) days after the date required by the trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement, and other provisions hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collecting the payments due together with Attorney's fees and such penalties as may be assessed by the trustees. The

employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure, or any "No Strike" clause, which may be provided for or set forth elsewhere in this agreement.

- 16.5 The Pension and Annuity Plan adopted by the trustees of said Pension and Annuity Funds shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the Pension and Annuity Funds as a deduction for income tax purposes.
- 16.6 Changes in the Pension and Annuity program requiring increased contribution over and above the increases provided herein, will be a deduction from the basic wage package.

ARTICLE 17 DUES CHECK-OFF

- 17.1 The employer signatory to this agreement hereby agrees to check-off from the wages of any employee employed by said employer during the term of this agreement, administrative dues in the amount specified in the Union's Bylaws, and to remit said amount to the Union in the following manner:
 - 17.1.a The Union will notify the employer in writing of the amount of administrative dues specified in the Bylaws, and will submit to the employer a copy of the Bylaws or applicable Bylaw provision.
 - 17.1.b For each payroll period, the employer will deduct from the wages of each employee the amount specified in the Bylaws based on the number of hours worked and or gross pay during said payroll period and will accumulate said deductions to the end of the month.
 - 17.1.c On or before the fifteenth (15) day of each month, the employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked and gross pay by each during the applicable period.
 - 17.1.d Check payable to "Employee Painters Trust", PO Box 24844, Department E, Seattle, WA 98124-0844.
 - 17.1.e Changes in the Dues Check-Off will apply after completion of the month of notification.
- 17.2 The obligations of the employer under Section 1 apply only as to employees who have voluntarily signed a valid dues deduction authorization. Employees wishing to revoke said dues deduction authorization shall submit written notice to the

employer, and Union between sixty (60) and ninety (90) days prior to the anniversary date, renewal date, or termination date of this agreement.

- 17.3 On or before the fifteenth (15) day of each month, the employer will submit to the Union a list of all employees covered by this agreement who have not signed a dues deduction authorization, together with the number of hours worked and the gross pay by each employee during the month previous.

ARTICLE 18
THE PAINTERS AND ALLIED TRADES
IUPAT LOCAL 477 BOISE GLAZIERS JATC TRUST

- 18.1: a. Commencing with the First day of October, 2019 and for the duration of the Agreement, any renewals or extension thereof, the Employer agrees to make payments to the IUPAT: Local Union 477 Boise Glaziers JATC for each employee covered by this Agreement.
- b. Effective October 1, 2019 for each hour, or portion thereof, for which an employee received pay, as referenced in Addendum A1, A2 the employer shall make contributions to the above named fund as set forth in Addendum A1, A2..
- c. For the purpose of the Article, each hour paid for including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable
- d. Contributions shall be paid in behalf of any employee starting with the employee's first day of employment on a job classification covered by this Agreement.
- e. The Employer and Union Signatory to this Agreement agree to be bound by and to the Agreement, and to the Declaration of Trust, as amended from time to time, establishing the Fund.
- 18.2 The Employer, hereby irrevocably designated as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, together with their successors.
- 18.3 All contributions shall be made at such a time and in such a manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
- 18.4 If an Employer fails to make contributions to the Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other

provision hereof under the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payment due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

ARTICLE 19 DRUG & ALCOHOL PROGRAM

- 19.1 The dangers and costs that alcohol and other chemical abuses can create in the glazing industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement the Drug and Alcohol Free Workplace Policy set forth in Addendum B of this Agreement, subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlines in the aforementioned policy.

ARTICLE 20 DURATION OF AGREEMENT

- 20.1 This Agreement will remain in full force and effect until September 30, 2021. Written notice, by certified mail to terminate, modify, or amend this Agreement must be given by either party at least sixty (60) days prior to September 30, 2021. In the event such notice to change, modify, or terminate is given, the parties shall meet not later than ten (10) working days after the date of such notice, for the purpose of negotiations.

EMPLOYER:

UNION:

COMMERCIAL GLASS
113 East 33rd St
Boise, Idaho 83714
208-344-6362

IUPAT District Council #5
11105 N.E. Sandy Blvd
Portland, Oregon 97220

Signed by Employer Representative

Signed by
D.C. # 5 Representative

Date

Date

**Addendum B
IUPAT District Council #5
&
Glass, Glazing and Mirror Contractors of Southwest Idaho**

DRUG & ALCOHOL FREE WORKPLACE POLICY

**ARTICLE 1
PREAMBLE**

1.1 This Agreement between IUPAT District Council #5, (hereinafter referred to as the Union) and the Glass, Glazing and Mirror Contractors of Southwest Idaho (hereinafter referred to as the Employer) encompass the relationship between both the Union and the Employer (otherwise referred to as the Parties) relative to their respective efforts in providing drug and alcohol testing of their employees / members or applicants for employment (hereinafter referred to as workers). The definition of a Worker for the purpose of this policy is anyone working under the collective bargaining agreement between the Union and the Employer, and all other employees of employer's signatory to these agreements, within the geographical jurisdiction of District Council #5. The definition of an Employer is an individual firm who has chosen to adopt this policy as written.

**ARTICLE 2
POLICY STATEMENT**

- 2.1 Both the Union and the Employer have an interest in establishing a work environment free from the influence of drugs and alcohol for the benefit of its workers, as well as its customers and the public at large. As a result, the Union and the Employer will implement a drug and alcohol free workplace policy to insure that its workers are free from the effects of drugs and alcohol while at work, or on related business. This is consistent with regulations enacted by Federal Agencies requiring drug testing for transportation workers, as well as Federal regulations requiring a drug free workplace for all business contracting with the Federal government.
- 2.2 Therefore effective October 1, 2019, this Drug and Alcohol Free Workplace Policy will be implemented and will apply to prospective and current workers within the geographical jurisdiction of IUPAT District Council #5 employed by signatory contractors covered by this policy.

**ARTICLE 3
INTRODUCTORY PROVISIONS**

- 3.1 The possession, use, purchase, sale, or distribution of illegal drugs (meaning those drugs for which there is no generally accepted medical use, e.g. marijuana, cocaine, methamphetamine, etc.) or drug paraphernalia by a worker in an employer's vehicle, at a job site, on the employer's property, or during work hours is strictly prohibited. Any worker violating this prohibition will be terminated from employment. The possession or use of alcohol by a worker in an employer's vehicle, at a job site, on the employer's property, or during work hours without the employer's approval is prohibited. Any worker violating this prohibition will be terminated from employment.
- 3.2 The Parties have an absolute prohibition against worker use of illegal drugs both on and off of the worksite. A worker's off the job illegal use, manufacture, sale, or distribution of illegal drugs, or drug paraphernalia, that results in criminal charges being brought against the worker, will result in the worker being requested to submit to drug testing. Any worker convicted of a criminal drug statute will be terminated from employment.

**ARTICLE 4
SELF-REFERRAL**

- 4.1 Employees will be encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter.
- 4.2 If an employee voluntarily notifies the Union or the Employer that he or she may have a substance abuse problem, the Parties will assist in locating suitable treatment and will council the employee regarding benefits available under the Painters Trust insurance program.
- 4.3 Workers who undergo drug or alcohol rehabilitation will be expected to do so at their own expense (with the exception of those expenses covered by the Painters Trust insurance program), on their own time, or during a non-paid leave of absence approved by the employer.
- 4.4 Workers who demonstrate successful progress or completion of a recommended course of treatment may return to work, or be referred for additional work after they have passed a drug and/or alcohol test. Any worker returning to work will be expected to comply with all aspects of this drug and alcohol free workplace policy.
- 4.5 A request for rehabilitation may not be made in order to avoid the consequence of a positive drug or alcohol test result, or to avoid taking a drug or alcohol test when requested to do so under the terms of this policy.

**ARTICLE 5
PRESCRIPTION MEDICATION**

- 5.1 Workers are cautioned regarding the use of prescription medication that contains a warning label stating that the use of that drug may impair his/her ability to safely operate equipment or machinery. Workers may be allowed on the job site while using such medication if the drug is prescribed by a licensed medical practitioner who is familiar with the worker's medical history and assigned duties, and who has advised the worker that the prescribed drug will not adversely affect his/her ability to safely perform the job. Workers will only be tested for the drugs listed in this policy unless there is reasonable cause to suspect abuse of prescription medications.
- 5.2 Workers who are currently using prescription medication will have an opportunity to make this fact known at the time that their body fluid (*) specimen is collected. Any worker who is taking a prescription medication that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If this information is verified the worker's test result will be reported as negative.

**ARTICLE 6
DRUG OR ALCOHOL TESTING REQUIRED OF WORKERS**

- 6.1 The Parties will arrange that all drug or alcohol testing will be conducted consistent with regulations adopted by the State of Idaho. Specimens will be tested for the following drugs and their metabolites: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). Consent by employees to submit to a drug test in accordance with this policy is a condition of new or continued employment of workers. The threshold levels for the above mentioned drugs for a positive test will be attached to this policy as **exhibit A**.
- 6.2 **TESTING OF EMPLOYEES** Employees may be asked to undergo a body fluids (*) test under the following circumstances:
- 6.2a **PRE-EMPLOYMENT TESTING** Prior to the start of employment, prospective workers may be asked to provide a body fluids (*) specimen to test for the presence of prohibited substances. If the medical facility cannot provide test results prior to the scheduled reporting date, employment will be considered probationary until the test results have been confirmed and received by the Employer.
- 6.2b **POST ACCIDENT TESTING** Any worker who is involved in a work related accident (as defined below) will be tested for the use of illegal drugs and/or alcohol as soon as practicable after the accident. Examples of conditions that will require a worker to take a drug and/or alcohol test include accidents that are caused by a worker, and result in one of the following:

A fatality, or bodily injury to another person, requiring medical treatment away from the site of the accident, or;

An injury to the worker that may result in that worker filing a worker's compensation claim, with lost time likely exceeding one working day, or;

Damage to property owned by the employer, or by a third party, that may reasonably be estimated to exceed five hundred dollars (\$500.00).

Workers who are involved in a work related accident requiring medical attention are to inform their supervisor of the accident as soon as possible so that any needed drug or alcohol testing may be promptly conducted in conjunction with their medical treatment.

Any alcohol testing under this section will be limited to circumstances where there is evidence that the worker involved may have been alcohol impaired at the time of the accident.

6.2c **REASONABLE CAUSE TESTING** The employer will require a worker to be tested for the use of alcohol, illegal drugs, or the abuse of prescription medication if a worker's physical appearance or pattern of behavior gives the employer reason to believe the worker is impaired because of substance abuse which would endanger their well being, or the safety of fellow workers, or the general public. The basis of suspicion regarding drug or alcohol abuse may be a specific, contemporaneous event, or conduct evidencing impairment observed over a period of time. While any person may notice and report this event or conduct to their supervisor, at least two supervisor or management officials must also be present to concur in this evaluation, or one supervisor may be present and a second supervisor may concur via a telephone call. The employer will make arrangements to insure that all workers who are requested to take a reasonable cause test will be transported to a collection clinic for testing as quickly as possible.

6.2d A worker suspected of being under the influence of a prohibited substance and/or alcohol may, for reasons of safety, be suspended without pay until tests results are available. If the test proves negative, the worker will be reinstated with back pay.

ARTICLE 7 TESTING PROCEDURES

7.1 All body fluid (*) tests will be performed in accordance with standards disseminated by the National Institute of Drug Abuse, in an independent testing laboratory licensed by the prevailing state agency and jointly approved by the signatory parties. Test specimens may be obtained and forwarded by clinical facilities jointly approved by the signatory parties provided a chain of custody is maintained.

- 7.2 (*) Body fluids will normally utilize only urine specimens; tests which entail the withdrawal of blood will be exercised only in situations involving an injury accident where an employee is rendered unconscious, and unable to provide a urine specimen, provided a pre-employment blood authorization has been signed by the applicant/employee.
- 7.3 All specimens will be tested for the presence of illegal drugs only, no other clinical tests will be performed on the specimen.
- 7.4 Any specimen which screens positive for the presence of illegal drugs above the threshold outlined in "EXHIBIT A", will be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation method as outlined in "EXHIBIT A".
- 7.5 When a worker is tested for the presence of alcohol, the testing level will be the equivalent of 0.04 blood alcohol concentration (BAC). Alcohol testing will be done by breath or saliva testing.
- 7.6 Any worker who tests positive for drugs or alcohol may request the same specimen be retested at the worker's expense. This must be requested in writing within forty-eight (48) hours of the worker being notified of the positive test result. If this second test proves negative, the employer will reimburse the worker for the cost of this test.
- 7.7 If, during the collection procedure, the collection monitor detects an effort by a worker to adulterate or substitute a specimen, a second specimen will be requested. If a second specimen is provided, it will be tested. If the request for a second specimen is refused, the collector will convey to the employer the worker's refusal to submit a true specimen. Such conduct will result in either a prospective worker not being offered employment, or in a current worker being subject to disciplinary action consistent with a positive test.
- 7.8 In the event that a prospective or current worker submits a specimen that is later identified as a diluted specimen, the employer will advise of that finding and request that the worker submit a second specimen. A second specimen will be submitted, and the worker will pay for the second test. Further said worker will not be compensated by their employer for time loss for this second specimen.

ARTICLE 8 DISCIPLINARY ACTION

- 8.1 Any current or prospective worker who tests positive for the presence of illegal drugs or alcohol will be suspended from work and will be referred to the Parties employee assistance program. Any worker who tests positive for illegal drugs or

alcohol will not be allowed to return to work until he/she has complied with the following terms:

- 8.2a The worker will be required to consult with a health care professional specializing in substance abuse assessment, and if found to be drug or alcohol dependent will be expected to abide by the prescribed rehabilitative measures prior to being allowed to return to work. The worker must then provide evidence of successful completion of an approved counseling and/or rehabilitation program.

If found to be dependant, the worker will then be subject to further testing on a random basis for one year, not to exceed four (4) times per year. The first two (2) of these tests will be paid at the worker's expense. The next two (2) of these tests will be paid for at the employer's expense.

If at any time during that year the worker should test positive for illegal drugs, the worker's employment will be terminated.

- 8.2b Any worker who completes any recommended rehabilitation must take and pass a drug/alcohol test at his/her expense prior to being allowed to return to work.
- 8.2c Any worker who is found not to be drug or alcohol dependant, must take and pass a drug/alcohol test at his/her expense prior to being allowed to return to work.

ARTICLE 9 CONFIDENTIALITY

- 9.1 All actions taken under this policy will be CONFIDENTIAL within the Company and Union.
- 9.2 If requested by the employer, the results will be provided to the employee by the medical facility and/or the testing facility.
- 9.3 The employer, the medical facility and the testing laboratory agree that security of biological specimens is absolutely necessary, any breach of this security will require immediate retest.
- 9.4 The employer and the medical facility understand and agree that customary patient privacy in taking the prescribed tests will be provided.
- 9.5 The employer, the medical facility and the testing laboratory agree the results of the described test are to be held in strictest CONFIDENCE between the employer and the medical facility. It is further agreed the results of the above tests will not be provided to anyone other than the designated employer contact person without the express written consent of the employee.

- 9.6 Should it be determined by the Union that the Employer has violated the CONFIDENTIALITY provisions as set forth herein, all agreements between the Union and the Employer (including this policy) regarding drug and alcohol testing will be immediately terminated.

**ARTICLE 10
POINTS OF UNDERSTANDING REGARDING
SUBSTANCE ABUSE TESTING**

- 10.1 In circumstances where Workers are dispatched to and from remote location, the Parties will work together to implement and “as needed” collection facility for individuals reasonably convenient to their places of residence, all associated costs shall be borne by the Employer.
- 10.2 Workers who refuse to test consistent with this policy’s provisions will be considered the equivalent of a positive test result, and the worker will face disciplinary action consistent with a positive test.
- 10.3 Workers who refuse to cooperate will not be forcibly detained or searched. However, failure to cooperate will result in disciplinary action consistent with a positive test.
- 10.4 All costs of drug and/or alcohol testing, with the exception of worker requested retesting as set forth herein, shall be borne by the employer.
- 10.5 Workers shall be paid actual time required for testing.
- 10.6 The employer agrees that there will be no random drug testing of workers.
- 10.7 Reporting of test results shall be handled discreetly between the medical facility and employer. Results shall be reported by the facility to the employer as follows:

NEGATIVE, the worker is within the limits prescribed by **exhibit A** of this policy
POSITIVE, the worker is not within the limits prescribed by **exhibit A** of this policy.

**ARTICLE 11
SUBCONTRACTORS and VENDORS**

- 11.1 Subcontractors, sub-tiered contractors, vendors and their employees shall cooperate with this policy in achieving a drug and alcohol free work place.

**ARTICLE 12
AMENDMENTS TO POLICY**

12.1 Amendments to this policy may be made to comply with project owner requirements, state or local laws, or federal contract requirements.

**ARTICLE 13
GRIEVANCE PROCEDURE**

13.1 All grievances or questions in dispute regarding the provisions of this policy may be submitted through the normal grievance procedure as outlined in the current Collective Bargaining Agreement between the Union and the Employer.

**ARTICLE 14
CONCLUSION**

14.1 The terms of this drug and alcohol free workplace policy are intended to produce a work environment where workers are free from the effects of drugs and/or alcohol. The Employer and the Union anticipate that that by implementing the provisions of this drug and alcohol free workplace policy it's workers will enjoy the benefits of working in a safer and more productive work environment.

14.2 Changes to this policy can be made only with the consent of both parties, and after notification of any such changes is made to the workers. The terms of this policy will be limited to the expiration date of the collective bargaining agreement between the Union and the Employer.

Employer

IUPAT District Council #5

Date

Date

Exhibit A
Urine Drug of Abuse Thresholds:

Drug	Screening Detection Limit	Screening Method	Confirmation Limit	Method
Amphetamines	1000ng/ml	EMIT/ABUSCREEN	500ng/ml	GC/MS
Barbiturates: Oxazepam Chlordiazepoxide Diazepam	300ng/ml 3000ng/ml 2000ng/ml	EMIT/ABUSCREEN	200ng/ml	GC/MS
Cocaine Metab.	300ng/ml	EMIT/ABUSCREEN	150ng/ml	GC/MS
Methadon	3000ng/ml	EMIT/ABUSCREEN	100ng/ml	GC/MS
Methaqualone	300ng/ml	EMIT/ABUSCREEN	300ng/ml	GC/MS
Opiates: Morphine Codlin	300ng/ml 1000ng/ml	EMIT/ABUSCREEN	300ng/ml	GC/MS
PCP (Phencyclidine)	25ng/ml	EMIT/ABUSCREEN	25ng/ml	GC/MS
THC (Marijuana) Employment Treatment	100ng/ml 20ng/ml	EMIT/ABUSCREEN	15ng/ml 5ng/ml	GC/MS
Propoxyphene	300ng/ml	EMIT/ABUSCREEN	100ng/ml	GC/MS
Ethanol	0.03g/dl	ADH*	0.03g/dl	GC

*Alcohol dehydrogenase method NIDA specified threshold.

ADDENDUM A3: IUPAT INDUSTRY PENSION CONTRIBUTIONS 2017 THROUGH 2021

Effective October 1, 2017	\$5.54
Effective April 1, 2018	\$6.24
Effective April 1, 2019	\$6.94
Effective April 1, 2020	\$7.64
Effective April 1, 2021	\$8.34