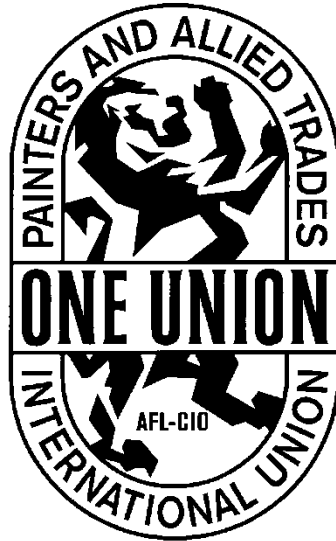


IUPAT DISTRICT COUNCIL 5 / LOCAL 188

WESTERN WASHINGTON COMMERCIAL GLAZING AGREEMENT



July 1, 2019 – June 30, 2022

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**2019 – 2022 WESTERN WASHINGTON COMMERCIAL GLAZIERS
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

AND

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

**ARTICLE 1
SCOPE OF AGREEMENT**

- 1.1 This is a Collective Bargaining Agreement between International Union of Painters and Allied Trades District Council 5/Glaziers, Architectural Metal & Glassworkers Local 188 (referred to as the “Union” or as “District Council 5” and (“Employer”). The term ‘employee’, as used in this Agreement, means Apprentice Glaziers and Journey Glaziers, doing work as defined under ‘general glazing’, but the term ‘employee’ as used in this Agreement does not include:
- a. Owners, sons, sons-in-law, husbands, wives, daughters, daughters-in-law, grandchildren, and stepchildren of owners.
 - b. Supervisors or managers.
 - c. Newly hired employees who are not members of the Union who do not work a full thirty (30) days or eight (8) day period from their first day of employment as provided in Sections 3.1 and 3.2; should the individual works beyond the thirty (30) or eight (8) day period, such individual shall be considered an employee subject to this Agreement from the first day of that individual’s employment.
 - d. Students who work one hundred twenty days or less during school recess, or twenty (20) hours per week or less during the school year, or part-time employees who work less than twenty (20) hours per month, and are limited to in plant cleanup, pickup and delivery and other similar types of work.

**ARTICLE 2
RECOGNITION**

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

ARTICLE 3
AREA & WORK COVERED BY AGREEMENT

- 3.1 The Employer agrees to be bound to this Agreement while working in the following counties of Western Washington: Clallam, Island, Jefferson, King, Kitsap, Lewis, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston and Whatcom and to be bound by the Commercial Glazing Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon, Idaho, Alaska and Utah when working in those areas.
- a. When working outside the counties covered by this Agreement, an employee covered by this Agreement shall receive the wages most favorable to the employee. All fringe benefits shall be paid into the employees' "home" funds.
- 3.2 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Union in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees, shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.
- a. The Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area.
- 3.3 The term "commercial glazing" as used in this Agreement, refers to any glazing in a commercial building unless provided for otherwise in the parties' Residential Glazing Agreement. A Commercial building is any building five (5) floors or more regardless of its use and any building less than (5) floors not used strictly for residential purpose.
- 3.4 The term "general glazing" as used in this Agreement includes, but is not limited to, all glass work, to wit:

- a. Setting, cutting, preparing, handling, or removal of the following: Setters of Art Glass, Prism Glass, Beveled Glass, Leaded Glass, Protection Glass, Plate Glass, Window Glass, Mirrors of all types, Wire Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass and all other types of Opaque Glass, Glass Chalk Boards, Structural Glass, Tempered and Laminated glass, Thiokol Neoprene and all other types of sealants, all types of Glass Cements, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed with putty, molding, rubber, lead and all types of mastics in wood, iron, cement, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, showcases, book cases, sideboards, partitions and fixtures, Resin Panels (Lumicor, 3Form), Standoff Systems, Cable Hanging Systems, Switchable Glass (LCD panels), Firelite and Fire Rated Ceramic Coated Glass, Partition Glazing, Partition/Cubicle glazing, Glass and Architectural Handrail. The installation of the above in the shop or on the jobsite, either temporary or in the course of repair, remodel, alteration or construction.
- b. The fabrication and installation of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, fascia trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors and relative materials, including those in any or all types of commercial construction buildings related to store front and window construction. The fabrication, installation and servicing of all automatic type doors and component parts.
- c. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass.
- d. Engraving, drafting, etching, embossing, designing, sandblasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers, and glaziers in lead or other glass metals.
- e. Handling or working any similar or substitute material set forth in this Article or performing any similar or substitute work set forth in this Article.

ARTICLE 4 **UNION SECURITY**

- 4.1 All employees of the Employer covered by this Agreement who are members of The International Union of Painters and Allied Trades (IUPAT) on the date of execution of this Agreement, shall be required by the Employer to maintain their membership as a condition of their employment. All employees who are not members of the IUPAT on the date of the execution of this Agreement and all employees employed after the execution date of this Agreement shall, on and after the eighth 8th day following the date of employment, whichever is later, be required by the Employer to become and remain members of IUPAT as a condition of employment.

- 4.2 Upon receipt of a written authorization from an employee, the Employer agrees to deduct from the employee's paycheck, once each pay period for hours worked, the working dues then owed to Local 188 and transmit such working dues to any bank or agency designated by Local 188 for the collection of said money. The form of such authorization shall be as follows:

WORKING DUES AUTHORIZATION:

This is to authorize my Employer during the term of the current Labor Agreement or any renewal thereof, to deduct from my wages and transmit to Local 188 (or to any agency designated by said Union for the collection of said money) the working dues established by Local 188. This authorization shall be irrevocable for the period of one (1) year following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless sixty (60) days prior to the termination of the annual renewal date; I revoke this authorization by written notice to the Union and to the Employer.

Dated _____, 20 ____

Signature _____

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

ARTICLE 5
MOST FAVORED NATIONS

- 5.1 If the Union grants any Employer more favorable wages, benefits, hours, or working conditions than listed in this Agreement, than any Signatory Employer shall be entitled, after request, to the same conditions for similar work in the same area. The Unions Business Manager, in order to Protect and recover bargaining unit work, shall have the authority to modify this agreement for single jobs or for particular branches of the trade, provided that there be no unlawful discrimination between Employers in the exercise of this prerogative. It will be the Union's obligation to notify WASGC's custodian of records of such labor contracts, memorandums of understanding, or another agreement within thirty (30) calendar days upon execution of such documents.

ARTICLE 6
REFERRALS & SEPARATION

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

ARTICLE 7
SAFETY

- 7.1 a. Glass weight lifted per employee shall not exceed 75 lbs. Glass weight is calculated using the following table:

Table 7.1	Glass Thickness	Pounds per square foot
	1/8"	= 1.64 lbs. per sq. ft.
	3/16"	= 2.45 lbs. per sq. ft.
	1/4"	= 3.27 lbs. per sq. ft.
	3/8"	= 4.91 lbs. per sq. ft.
	1/2"	= 6.54 lbs. per sq. ft.
	5/8"	= 8.17 lbs. per sq. ft.
	3/4"	= 9.84 lbs. per sq. ft.
	1"	= 13.11lbs. per sq. ft.

The Union and the Employer agree that for safety and protection of property, on lifts over three (3) feet to sill, additional employees will be used as required.

- b. Table 7.1 shall not apply where automated equipment is used, provided the equipment is operated by a qualified employee working under this agreement.
- c. The Union and the Employer agree that for safety and protection of property, whether the means of lifting is manual, mechanical, or automated, for glass that is difficult or dangerous to handle, sufficient employees shall be used for the task.
- 7.2 Any employee shall have the right to refuse to perform any work assignment which, in their opinion, involves danger to their person. In the event employee refuses to perform any assigned work by virtue of this Section, the Union and the Employer agree that the employee may be sent home and paid only for hours worked.
- 7.3 The Employer agrees to furnish all safety equipment pursuant to the "General Safety Standards" issued by the State of Washington applicable to the glass and glazing industry.

- 7.4 In the event of an accident or near-miss, the injured or near-miss employee shall report that accident or near-miss as soon as possible and no later than 24 hours of the day of the accident or near-miss to the Shop Steward, and supervisor or owner or other designated Employer representative, and will also comply with all reporting requirements of WISHA. If the employee's injury makes it difficult or impossible to report the injury, the Shop Steward or Foreman shall make a report to the supervisor or owner or other designated Employer representative.
- 7.5 The Union and the Employer agree that it is in the best interest of all to promote an alcohol and drug-free working environment; both parties pledge to work within their own areas of influence and cooperatively to achieve to that end. Therefore, the Union and the Employer agree that the Employer shall have the right to require employees to participate in the Washington Construction Industry Substance Abuse Program (WCISAP). Testing provisions will be as listed in Addendum A of the WCISAP plan document, as revised January 6, 2015.

ARTICLE 8 TOOLS

- 8.1 All specialty tools shall be furnished by the individual Employer; however, each Journey Glazier shall provide them self with, and maintain at their expense, the following minimum set of tools:

Automatic Metal Center Punch	Putty Knives – Flexible, Stiff & Bent
Aviation Tin Snips – Left & Right	Ratchet & Socket Sets (SAE & Metric)
Awl/Concrete Scribe	Razor Knife
Assorted Caulking Spatula Tools	Razor Scraper
Chalk Line	Screwdriver – Magnetic
Chisels –Cold Chisel Set	Screwdrivers – #2 & #3Phillips
Chisels – ½” Wood Chisel	Screwdrivers–Straight
Diagonal Cutters	Screwdriver-Ratcheting Set
Files – Bastard & Finish	Square – T-Bevel
Hacksaw	Square – 6” & 12” Combination
Hammer – Claw	String Line – Braided
Hammer –Rubber Faced Mallet (Dead-Blow)	Tape Measure – 25 Ft. Tape – 1” wide
Hook Tool	Tool Carrier (Tool Box)
Metal Protractor – 6”	Torpedo Level
Pliers – Locking Vise Grips (Large, Small & Needle Nose)	Vinyl Roller
Pliers–Locking Small Oddball Clamps (2)	Wrench – Adjustable (Crescent)
Pry Bar – Jimmy	Wrench – Combination Sets (SAE & Metric)
Pry Bar – Large 12” to 15” (Wonder)	Wrench – Allen Sets (SAE & Metric)

- 8.2 Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.
- 8.3 Employees who do not exercise accountability shall be responsible to reimburse the Company for tools and or equipment via payroll deduction. Any dispute regarding payroll deduction is subject to the grievance procedure.

- 8.4 The Employer shall provide, on each jobsite, a lockable metal gang box where their employees may store their tools.

ARTICLE 9
JOURNEY UPGRADE & SAFETY TRAINING

- 9.1 a. Each Journey Glazier shall obtain, without compensation, a minimum of eight (8) hours established by the Joint Apprenticeship and Training Committee (JATC) of annual continuing glazier-trade and/or safety education. The curriculum for such continuing education shall be established by the Apprenticeship and Training Coordinator and the (JATC). The Union and the Employer may agree to allow employees to use Employer provided training for purposes of reaching the eight (8) hour education requirement. If the training occurs during the scheduled workday, all employees must be compensated. Keeping with past practice, Journey members that are new to the Local shall have six (6) months to comply with training requirements. Retired members still performing part time work are exempt from this requirement.
- b. All classifications shall obtain and maintain 1st Aid/CPR training requirements. For purposes of Section 9.1a, a contract year shall be from July 1 through the following June 30 of each year. Employees who do not comply with the minimum hour requirement will have one dollar (\$1.00) per hour reduction from their regular rate of pay rate of pay under Article 12 of this Agreement, until the next regular pay day after the Employer is notified in writing that the required minimum hours are completed. This reduction and its required hours expire at the end of each contract year and are not accumulative. The Apprenticeship and Training Coordinator will advise every employer via letter and/or list of the members of Local 188 who have and who have not complied with the requirements of this Section.
- c. Each Journey Glazier shall successfully complete and maintain safety training and possess a valid Awareness Training endorsement without compensation, for the following: 1st Aid/AED, Scaffold, Swing stage, Forklift, Scissor & Aerial, and OSHA 10. The length of time the certification card(s) is valid will be determined by the JATC.
- d. The Apprenticeship and Training Coordinator shall be responsible to maintain the database regarding employees' compliance with the requirements of this Section.

ARTICLE 10
HOURS & OVERTIME

- 10.1 Eight (8) continuous hours, excluding a lunch break of not more than one (1) hour (ten (10) continuous hours, excluding a lunch break of not more than one (1) hour for a 4 x 10 workweek) shall constitute a normal workday between the hours of 4:00 a.m. and 5:00 p.m., or such other hours as may be agreed upon by any Employer and Local 188. The Employer and the Union agree on the principle of "eight hours work for eight hours pay"; therefore, the workday is to begin and end at the location that the employee would collect their tools and/or at the point that instruction is given for that day's work

as designated by the Employer. Forty (40) hours shall constitute a week's work, Monday through Friday inclusive, or such other days as may be agreed upon by Employer and Local 188.

- 10.2 Personal preparation for work and cleanup shall be before starting time and after quitting time and shall not be part of the eight (8) hours constituting a day's work.
- 10.3 On a 5 x 8 workweek, all work performed outside the hours of 4:00 a.m. and 5:00 p.m. (or such other hours as may be agreed upon by any Employer and Local 188), or in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half, (T $\frac{1}{2}$) except that employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty (40) hours during that workweek. All work performed in excess of twelve (12) hours on any 5 x 8 day shall be paid at the rate of double time (2T). The employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer. All work performed on Saturdays shall be at the rate of time and one-half (T $\frac{1}{2}$) for the first 12 hours and double time (2T) after and shall be for at least two (2) hours. All work performed on Sundays shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.
- 10.4 On a 4 x 10 workweek, all work performed outside the hours of 4:00 a.m. and 5:00 p.m. (or such other hours as may be agreed upon by any Employer and Local 188), or in excess of 10 hours per day or forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half (T $\frac{1}{2}$), except that employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty (40) hours during that workweek. All work performed in excess of twelve (12) hours on any 4 x 10 day shall be paid at the rate of double time (2T). All work performed on Saturday and the scheduled weekday-off (Monday or Friday) shall be paid at the rate of time and one-half (T $\frac{1}{2}$) for the first 12 hours and double time (2T) after, and shall be for at least two (2) hours; provided, the employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer. All work performed on Sunday on a 4 x 10 workweek shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.
- 10.5 Same-day, return to work:
- a. UNSCHEDULED return to work:
 1. An employee works their designated workday, clocks-out and departs the Company or job site.
 2. The employee receives no advance notice on that day of the Company's need for their services later that same day.
 3. The employee is subsequently notified by the Company and the employee returns to work.Appropriate rate of Pay: Double time (2T) from home-to-home.

- b. SCHEDULED return-to-work, greater than two (2) hour break between work:
 - 1. An employee works their designated workday, clocks-out and departs the Company or job site.
 - 2. The employee has been informed by the Company by 10:00 a.m. on that day of the Company's need for their services later that same day.
 - 3. The time elapsed between end-of-shift and start time of the returned-to-work is greater than two (2) hours and the employee returns to work.
Appropriate rate of Pay: Double time (2T) for actual time worked.
- c. SCHEDULED return-to-work, two (2) hour or less break between work:
 - 1. An employee works their designated workday, clocks-out and departs the Company or job site.
 - 2. The employee has been informed by the Company by 10:00 a.m. on that day of the Company's need for their services later that same day.
 - 3. The time elapsed between end-of-shift and start time of the returned-to-work is two (2) hours or less and the employee returns to work.
Appropriate rate of Pay: Time-and-one-half (T½) for actual time worked.
- d. An employee who is required to work over six (6) hours on an extended shift shall decide if they want to work the following day.

10.6 Shift Change:

- a. One (1) day duration of change of shift:
 - 1. An employee is directed by the Company to change from days to nights.
 - 2. The duration of the night work is one (1) night.
Appropriate rate of Pay: Time-and-one-half (T½) for actual time worked for hours outside of 4:00 a.m. to 5:00 p.m.
- b. Two (2) or more days duration of change of shift:
 - 1. An employee is directed by the Company to change from days to nights.
 - 2. The duration of the night work is two (2) or more continuous nights.
Appropriate rate of Pay: straight-time plus eight percent (T + 8%) for actual time worked. There shall be a maximum of one (1) round-trip shift change per workweek.

10.7 Unless given prior notice individually by 7:00 p.m. the previous day that their services are not required, all employees reporting for work, shop or jobsite at the designated starting time shall be paid eight hours pay except when weather or other conditions beyond the control of the Employer prohibit the individual Employer from proceeding with work that day. However, any employee reporting for work after the regular starting time shall be paid only for the hours worked during the regular five-day workweek. When an employee leaves a job at their own discretion or is discharged or suspended for cause, they shall be paid only for the hours worked.

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

a. direct payroll deposit to the banking institution elected by the employee,

or

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

or

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

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

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

ARTICLE 11 **APPRENTICES**

11.1 Wage rate and condition of employment for Apprentices shall be in accordance with the regulations as established by the parties to this Agreement, operating under the Washington State Joint Apprenticeship Council. The Apprenticeship program shall be administered by a Joint Apprenticeship Training Committee for the duration of this Agreement. The Employers and the Union shall each name four (4) members to the Joint Apprenticeship Training Committee for the term of this Agreement.

11.2 All Commercial Apprentices shall be paid at the following percentages of the commercial wage rate:

<u>Step</u>	<u>Number of Hours/Months</u>	<u>% of Journey Level Rate</u>
1	0000 – 1,000 hours/0 - 6 months	50%
2	1,001 – 2,000 hours/7 - 12 months	55%
3	2,001 – 3,000 hours/13 - 18 months	60%
4	3,001 – 4,000 hours/19 - 24 months	65%
5	4,001 – 5,000 hours/25 - 30 months	70%
6	5,001 – 6,000 hours/31 - 36 months	75%
7	6,001 – 7,000 hours/37 - 42 months	80%
8	7,001 – 8,000 hours/43 - 48 months	90%

Thereafter - Journey Glazier's scale.

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

ARTICLE 12 WAGES

12.1 Effective upon ratification, the Journey Glazier total package, which includes payment for wages, vacations, holidays and remittances to all Trust Funds shall be as follows:

<u>Date</u>	<u>Increase</u>	<u>Package</u>
7/1/2019	\$2.35	\$66.51
7/1/2020	\$2.75	\$69.26
7/1/2021	\$3.15	\$72.41

12.2 Foreman

Company Foreman:

When an Employer employs five (5) or more Journey Glaziers and Apprentices, they must designate a Company Foreman and it shall be the Foreman's duty to assign jobs, crews, individuals to maintain discipline and enforce regulations. Under no circumstances shall an Apprentice be designated as Company Foreman. For these duties and responsibilities, along with their other duties, the Foreman premium shall be applied as outlined in the Table 12.2(a).

Jobsite Foreman:

For all outside work on a job requiring five (5) or more continuous working days to complete, the Employer must designate a Foreman. When an Employer designates a Foreman to a specific job, the Foreman pay will start immediately regardless of the number of employees on the job and as long as that Foreman is on that job. Duties of the Foreman will be to assign work, maintain discipline and enforce regulations. Under no circumstance shall an Apprentice be designated as Foreman. The Foreman premium shall be applied as outlined in Table 12.2(a).

Table 12.2(a)

Company Foreman:	10% per hour above the Journey Glaziers hourly rate of pay.
Jobsite Foreman:	8% per hour above the Journey Glaziers hourly rate of pay.

12.3 Where conditions of employment exist which, in the opinion of the Employer and Local 188 are hazardous, the employee involved shall receive five percent (5%) per hour over their regular hourly rate. All work being done on a swing stage, bosun's chair and, when required by jobsite conditions, a 100' aerial lift, shall receive the above premium.

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

12.5 Effective July 1, 2019, contributions to the various funds shall be as follows:

Pension Fund

Journey Glazier	\$11.50/hour
Apprentice	same % as wage progression

Health & Welfare Fund

Journey Glazier	\$6.86/hour
Apprentice	\$6.86/hour

WCISAP Substance Abuse

Journey Glazier	\$0.06/hour
Apprentice	\$0.06/hour

Training Funds (Journey Glazier & Apprentice)

Apprenticeship	\$0.60/hour
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Washington Associations of Glazing Contractors

Journey Glazier	\$0.10/hour
Apprentice	\$0.10/hour

Labor Management Cooperation Initiative (LMCI)

Journey Glazier	\$0.05/hour
Apprentice	\$0.05/hour

12.6 Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this Agreement.

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

ARTICLE 13
HOLIDAYS, VACATION TIME, PTO &
WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE

13.1 Holidays

The Union and the Employer agree that no regular work shall be scheduled for employees on the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	The last workday before Christmas
Independence Day	Christmas Day
Labor Day	

These holidays shall not be scheduled for regular work regardless upon which day in the week they fall. A holiday that falls on a Saturday or Sunday shall be deemed to fall on the preceding or following day, if such day is declared the holiday. If an employee works on a holiday listed above, except Labor Day, they shall be paid one and one-half (1½) times their regular hourly pay scale for a minimum of two (2) hours. If work is performed on Labor Day, the employee shall be paid two (2T) times their hourly pay scale for a minimum of two (2) hours. Holiday pay is included in the base wage rates.

13.2 Vacation Time

- a. An employee may take a vacation any time for a period not to exceed three (3) weeks for any twelve-month period.
- b. Vacations shall be taken at a time mutually agreed to by employee and Employer.
- c. Should a holiday listed in Section 13.1 occur within an employee's vacation period, they shall receive an additional day of vacation.

13.3 Paid Time Off (PTO)

Accrual

For all hours worked after the Effective Date, Employees shall accrue a minimum of one (1) hour of PTO for every forty (40) hours worked. Employers may provide an accrual rate that is more generous if they are obligated to in order to satisfy a federal requirement.

Eligibility and Use

PTO hours can be used for any purpose, including vacation, holidays, sick/safe leave, and any unpaid leave. In the case of sick leave, no verification is required, unless the leave exceeds three (3) days.

PTO may not be used for missed time because an Employee reports late to work, unless the reason for the lateness was attributable to seeking medical care for the Employee or the Employee's family member, or in connection with seeking assistance for circumstances related to domestic violence.

An Employee is only eligible to use the amount of PTO hours accrued. Employees may not borrow against future, un-accrued PTO. PTO hours are available for use in the pay period following the 90th calendar day after the Employee's start of employment. If an Employee has previously worked for an Employer, is discharged or laid-off, and returns to work within twelve (12) months, and has previously satisfied the 90-calendar day requirement, then the PTO may be used immediately, otherwise the 90-calendar day requirement begins from the date of the Employee's re-hire. If any employee does not satisfy the 90-calendar day requirement, the cash-out provision as identified in this Section will apply to PTO hours accrued.

PTO hours accrue at the regular rate of pay. PTO will be paid at the regular rate of pay for any hours where an Employee was scheduled to work and would have been paid at a premium rate, such as Foreman or shift work.

PTO hours do not constitute hours worked or compensable pay for purposes of fringe benefit contributions. No fringe benefit contributions to any trust are due for PTO hours.

PTO hours do not count towards the forty (40) hour weekly threshold for purposes of overtime pay.

PTO shall be used in increments of not less than fifteen (15) minutes.

Employer provided paid sick leave accrued after January 1, 2018 will be rolled over and accrued into the PTO account.

Procedure:

For vacation and holiday leave, Employees must provide their Employer with at least a two (2) weeks' notice, and an Employer must approve of such use. Employer approval may not unreasonably be withheld. Employers may decline to approve leave in cases where manpower is needed to complete projects on schedule.

To the extent possible, Employees should notify their Employer in advance of leave related to medical care that is planned or foreseeable, such as a scheduled procedure or doctor's appointment.

For all leave, no later than three (3) days upon returning from leave, Employees shall notify their Employer of their intent to use accrued PTO hours to cover their leave time.

Employers shall include payment for the leave, and deduct accrued PTO time, in the pay period during which the Employee requested to use the PTO.

Rollover

Employers are required to carry-over no more than forty (40) PTO hours to the next calendar year. There is no cash-out of any unused PTO that is not rolled-over.

Discharge and Layoff

Upon the next regular employer pay period after 30 days of a discharge or layoff, an Employee shall be "cashed out" of all unused PTO at the rate of 25% of the Employee's

account balance at the then applicable wage rate. If an Employee returns to work for the Employer within one (1) year, the Employee shall have their PTO balance restored, minus the "cash-out" payment at discharge or layoff.

Effective July 1, 2019, the parties understand that any sick or paid time-off policy enacted by a Government agency shall be waived whenever possible. For example: the Seattle City Council has passed a bill that would add a new chapter to 14.16 of the Seattle Municipal Code requiring Employers with employees in the City of Seattle to provide paid sick time/days and paid safe time/days to their employees. The parties hereby agree that any requirement to provide any leave required by said bill, either in its current or amended form, or by a substitute bill is hereby waived. The waiver is made knowingly by the Union and the Employer.

13.4 Washington State Paid Family and Medical Leave

Commencing on July 1, 2019, the Employer will comply with the Washington State Paid Family and Medical Leave by paying premiums amounting to 0.4% of an employee's gross wages to the Washington State Employment Security Department. The premium shall consist of 63.33% withheld from employee paychecks and an employer contribution in the amount of the remaining 36.67%.

ARTICLE 14
TRAVEL TIME PAY & EXPENSES

- 14.1 With reference to the payment of traveling time costs and expense, the following rules shall govern: An employee must report to the job and return to their residence without compensation for traveling expenses for travel to any job within fifty-five (55) actual road miles of their respective shop or residence. Whenever possible, employees shall be assigned to jobs which are closest to their place of residence. Beyond this area, an employee will be compensated for such traveling expenses for driving their own vehicle at the rate permitted by the Internal Revenue Service. Travel beyond fifty-five (55) actual road miles becomes paid time at the fifty-five (55) mile mark and reverts to unpaid time upon return to the fifty-five (55) mile mark. The Union and the Employer agree that it shall be at the employee's option to take passengers in their private vehicle.
- 14.2 Travel time will be based on posted speed limits from the time the employee starts the trip from plant 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 fifty-five (55) actual road miles. Travel outside of fifty-five (55) actual road miles becomes paid time at the fifty-five (55) mile mark and reverts to unpaid time upon return to the fifty-five (55) mile mark.
- 14.3 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. Whenever possible, employees are encouraged to carpool to the jobsite.

- 14.4 a. If an employee is required by the company to report to the plant and to drive or ride in a company vehicle to the jobsite, travel time going and coming back from the job will be considered "time worked" and, if applicable, paid at time-and-one-half (T½) if all hours worked exceed eight (8) hours per day (10 hours for 4 x 10).
- b. Under circumstance(s) where an employee is NOT required by the Company but the employee elects to report to the plant to either drive or ride in a company vehicle to the jobsite as a convenience to the employee(s), travel time going and coming back from the job is considered "commute time" and is non-paid.
- c. Loading and unloading the employee's toolbox, and/or incidental, supplies, and/or equipment does not constitute or initiate paid time.
- 14.5 When an employee is dispatched by the Employer to travel on company business, all travel by public conveyance shall be paid at straight time. All costs of such transportation shall be paid by the Employer.
- 14.6 Per Diem
When required to stay away from home overnight, each employee shall receive sixty dollars (\$60.00) per day away from home and a company furnished hotel room.
- 14.7 When an employee is required to report to a jobsite, and it is more economical and/or convenient for the employee to use mass transit public transportation, the cost of mass transit public transportation shall be reimbursed to the employee, provided the costs are reasonable and comparable to parking costs. The use of such transportation shall be at the sole discretion of the employee.
- 14.8 While on company time, all employee costs for transportation, parking, toll expenses, and other work related out of pocket expense (unrelated to per diem, or as otherwise addressed in this agreement) shall be paid by the Employer upon presentation of bona fide receipts or other reasonable documentation, on a weekly basis, preferably with payroll time cards. If the employee fails to turn in their receipts weekly, the Employer shall not be obligated to reimburse the late receipts.

ARTICLE 15
NO STRIKE/NO LOCKOUT & PROTECTION OF RIGHTS

- 15.1 During the term of this Agreement, the Union agrees not to cause any strikes, slowdowns, or any interruption of work. The Employer agrees not to engage in any lockouts during the term of this Agreement. The sole exception to this provision is provided for under Article 19 ("Trust Funds") and Article 20 ("Fringe Benefit Bond").
- 15.2 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or work behind a primary picket line including, but not limited to, a primary picket line at the premises of the Employer or jobsite at which the Employer is engaged in general glazing work. In the event an employee refuses to perform any assigned work by virtue of this Section, the Union and the Employer agree that the employee may be sent home and paid only for hours worked.

- 15.3 A construction industry Employer shall not subcontract any work covered by this Agreement to be done at the jobsite to any Employer who works with the tools of the trade and does not hire any Journey Glaziers on the work involved or to any individual or firm not a party to this Agreement, except when necessary in jurisdictional purposes.
- a. The parties recognize and acknowledge that Section 15.3 does not accurately reflect the practice in relationship to automatic doors, caulking and film. Consequently, the Union and the Employer agree to maintain past practice.
- 15.4 Employees subject to this Agreement shall not contract or subcontract to perform any work covered by this Agreement to be done at the site of construction, alteration, glazing, or repair of a building, structure, or other work.
- 15.5 The Union agrees to cooperate with the individual Employers in achieving maximum efficiency and productivity and to work with the management of the individual Employers to eliminate inefficiency and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any employee of the bargaining unit to work for other Employers after their regular days employment with one Employer, or for any employee to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations.

ARTICLE 16
PIECE WORK - LUMP SUM COMPENSATION

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

ARTICLE 17
REGISTRATION

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

ARTICLE 18
SHOP STEWARDS

- 18.1 A Shop Steward shall be a working employee appointed by Local 188 and who shall have reasonable time during working hours to perform such necessary duties as cannot be performed at other times, said duties to be performed as expeditiously as possible. Local 188 shall notify the Employer of the appointment of each Steward. In no event shall an Employer discriminate against a Steward and lay them off or discharge them on account of their proper performance of their Union duties.
- 18.2 After checking with the Employer, authorized representatives of Local 188 shall be allowed to visit shop or shops and on jobs of the Employer to perform their regular duties. It shall not be the intention of Local 188 representatives to interfere with or slow down any work operations.
- 18.3 Each Steward, before leaving their assigned work for investigation and discussion of complaints and on Union affairs, shall notify their supervisor, provided that they may not leave their work at any time which will unduly disrupt production; time spent by stewards on such matters will not be paid for by the company.

ARTICLE 19
TRUST FUNDS

- 19.1 The Union and the Employer agree to the continuation of the following Trust Funds:
- a. The Employee Painters' Trust ("Welfare Trust") as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.
 - b. The Western Glaziers Retirement Fund ("Pension Trust") as jointly administered pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended.
 - c. The Western Washington Apprenticeship & Training Trust ("Training Trust") as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.
 - d. The Washington Construction Industry Substance Abuse Program and Trust ("WCISAP Trust") as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.
 - e. The Painters and Allied Trades Labor-Management Cooperation Initiative ("LMCI Trust") as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.

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

- 19.2 The Employer shall report and contribute monthly to the Trust Funds, according to the respective contribution rates listed in Article 12, for each hour worked by, and/or paid to, all employees covered by this Agreement. Any payments for PTO, sick leave, vacation, or bonuses shall be excluded from Trust payment obligations.
- 19.3 The Employer shall not be liable for the contributions of any other Employer, subject to applicable law.
- 19.4 The Employer accepts as representatives of such Employer, the Employer Trustees currently serving on the Boards of the respective Trust Funds, and any successors thereto who are selected in accordance with the terms of the respective Trust Agreements.
- 19.5 Agreements, as now existing or hereafter amended. In the event of any dispute as to language and meaning between this Agreement and the Trust Agreements, the language and meaning of this Agreement shall prevail.
- 19.6 All parties recognize and acknowledge that regular and prompt payments of monthly contributions to the various Trust Funds are essential to the maintenance and continuance of each Trust Fund. The Employer, therefore, agrees to pay the contributions to the various Trust Funds, as required by this Article, for each hour worked by, and/or paid to, all employees covered by this Agreement, as those payments become due and payable by the Employer on or before the twentieth (20th) day of the month following the month in which the hours are worked and/or paid ("Contribution Due Date"). Any payments for PTO, sick leave, vacation, or bonuses shall be excluded from Trust payment obligations.
- 19.7 Such contributions, plus Union dues check-off (Article 4), shall be paid by the Employer to such bank or depository as may be designated by the Union, Trust Administrator and/or as hereafter determined pursuant to the terms of this Agreement or the Trust Agreements.
- 19.8 Recognizing the difficulty to determine the expense and damage to any Trust Fund resulting from the failure of the Employer to pay any contributions by the Contribution Due Date, the parties agree that any delinquent Employer shall compensate the Trust Funds for the damages arising out of such delinquency and shall be liable to pay the Trust Funds (in addition to delinquent contributions): (i) liquidated damages in an amount equal to one percent (1%) per month, with a cap of twenty percent (20%) of the delinquent contributions, (ii) interest thereon at the rates established by the Trust Funds, or at the legal rate, whichever is greater and (iii) all reasonable attorney's fees and court costs incurred by the Trust Funds [pursuant to 29 USC §1132(g)(2)(c)(ii)], as determined by the Court. In the event suit is initiated, the Union and the Employer agree that such suits may be filed in a State or Federal Court of competent jurisdiction, at the sole discretion of the Trust Funds, located in King County, Washington, or where the Trust Funds are administered, or where the Employer does business.
- 19.9 The Employer agrees to furnish any relevant information and reports, including source documents, as may be required in the performance and administration of the various Trust Funds. The Trustees, or their representatives, of each of said Trust Funds shall have the right at all reasonable times during business hours to enter upon the premises

of the Employer to examine and copy any relevant Employer books, records, papers, contracts and reports relating to the covered work, hours and wages of employees, as may be required by the Trust Funds to determine the Employer's compliance with the provisions of this Agreement and ERISA. Noncompliance is defined as the Employer's failure to report and pay or underpayment of either wages (including vacation pay and holiday pay) or Trust Fund contributions by five percent (5%) or more in the period audited. If the Employer is determined to have been noncompliant, the costs of the compliance examination (audit) shall be paid by the Employer.

- 19.10 The Union and the Employer agree (notwithstanding the express "no strike" clause of Section 15.1 in this Agreement) that the Union may remove employees from and take other economic action against any Employer who has failed to comply with Section 19.6 of this Agreement and who has failed in making restitution to the Trust Funds listed in Section 19.1 within forty eight (48) hours after receiving a delinquency notice from the Union, the Third Party Administrator and/or the Trust Funds or who has failed to either pay or deposit monies in the Trust Funds within five (5) working days after an Employer is found to owe money to the Trust after an audit. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.
- 19.11 In the event that the Trustees of one or more of the Trust Funds listed in Section 19.1 make the decision to suspend or terminate an Employer's right to participate in the Trust Fund(s), the contribution rate(s) per hour designated for each such Trust Fund shall (upon suspension or termination) be paid as a hourly wage to the employees on their payroll checks. The Employer's right to participate in the Trust Funds shall be contingent upon final resolution and payment of any existing Trust Fund delinquencies by the Employer and shall require the approval of the Trustees of each such Trust Fund.
- 19.12 This Article is not subject to Article 21("Dispute-Settlement & Arbitration").

ARTICLE 20 **FRINGE BENEFIT BOND**

- 20.1 Any Employer that becomes delinquent in payment of the employee benefit contributions listed under this Collective Bargaining Agreement must post a fringe benefit bond ("Bond") in the greater amount of twenty-five thousand dollar (\$25,000), or the sum of the contribution amount of the highest three (3) months out of the twelve months preceding the month they first went delinquent, with the Trust Funds' Third Party Administrator. The Bond shall be expressly payable to the Trust Funds and shall remain in full force and effect for the life of the Agreement and any extension, renewals or replacements thereof.
- 20.2 In the event an Employer fails at any time to secure, maintain, renew or otherwise keep the Bond in full force and effect, in accordance with this Article, a written notice ("Bond Notice") shall be provided stating that the Employer is in violation of this Agreement and demanding that the Employer obtain and produce satisfactory evidence documenting the existence of a suitable Bond within five (5) business days from the

date of receipt of the written Bond Notice. The Bond Notice may be provided to the Employer by the Union, the Third-Party Administrator and/or the Trust Funds. If an Employer fails to remedy the violation within five (5) working days following receipt of the Bond Notice, said Employer shall be deemed in default of this Article. The Union shall then be free (notwithstanding the express “no strike” clause of Section 15.1 in this Agreement) to remove employees from and take other economic action against the Employer. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.

- 20.3 Nothing in this Article shall limit the Trustees of the various Trust Funds defined in this Agreement (Section 19.1) from requiring an Employer who is delinquent in the payment of contributions from furnishing the Trust Funds with any additional Bond(s) as they deem appropriate to secure the Employer’s contribution payment obligations under the circumstances.
- 20.4 This Article is not subject to Article 21 (“Dispute-Settlement & Arbitration”).

ARTICLE 21

DISPUTE SETTLEMENT & ARBITRATION

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

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

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

Step Three: Arbitration: If the matter is referred to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) Washington/Oregon names, and Local 188 and the Employer’s representative shall alternately strike the six (6) names from the list and the remaining name shall be the arbitrator who will be authorized to hear and determine the dispute referred to them

pursuant to this Article and their decision shall be final and binding. The arbitrator's authority shall be limited to interpretation and application of the express terms of this Agreement, and shall not change or add to any of its terms or conditions; regarding any discipline, the arbitrator's authority shall be limited to deciding whether the Employer had justifiable cause as defined in Section 23.2. The cost of the arbitrator shall be borne by the party whose position is not upheld by the arbitrator; in event of a split decision, the arbitrator shall determine the allocation of their fees. All other expenses shall be paid by the party incurring them.

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

ARTICLE 22 **SEPARABILITY**

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

ARTICLE 23 **RIGHTS OF THE PARTIES**

- 23.1 The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. The Union and the Employer agree that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement. This Section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.
- 23.2 Except as specifically limited herein, the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to, the right to select and hire, discipline or discharge for justifiable cause, lay off, promote, transfer, or schedule employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer, and to maintain discipline and efficiency among its employees. Pertaining exclusively to the Washington Association of Signatory Glazing Contractors, Inc. Collective Bargaining Agreement, discipline or discharge for justifiable cause shall be defined as the Employer's judgment of unsatisfactory quality or quantity of work, unsatisfactory attendance and/or tardiness, lack of skills, misuse of paid time, and/or other unsatisfactory workplace-relevant behavior. The Employer retains discretion to determine the degree of discipline to apply or to waive based upon the Employer's judgment and without precedent. The Employer

will not exercise its judgment or discretion in an arbitrary or capricious manner. Justifiable cause will not apply to an employee who has less than fifteen (15) consecutive working days employment at the Company prior to the date of any discipline/discharge.

- 23.3 Supervisors or managers shall have the right to work at the trade within the shop only. Under this Section the number of people in these categories shall be determined, by the Employer and the Union, on an individual shop basis.

ARTICLE 24 **DURATION**

- 24.1 This is a three (3) year Agreement, effective July 1, 2019 and shall continue in full force and effect until June 30, 2022 and shall automatically renew itself July 1, 2022 unless either party gives notice of intent to modify or terminate this Agreement at least sixty (60) days prior to June 30, 2022, or any subsequent anniversary date of this Agreement.

The following Employers comprise the Washington Association of Signatory Glazing Contractors, Inc.:

All New Glass, Inc.

D.K. Boos

Centennial Glass

Eastside Glass and Sealants

Emerald Glass

Evergreen House

General Storefronts, Inc.

Goldfinch Brothers, Inc.

Herzog Glass

Lacey Glass

Parker Henry Glass & Storefront, Inc.

SGS Glass Company, Inc.

Sound Glass Sales, Inc.

Walters & Wolf Curtainwall, L.L.C.

Washington Glass & Glazing, Inc.

opeiu#8/afl-cio

MEMORANDUM OF UNDERSTANDING
2019 COMMERCIAL NEGOTIATIONS
“Bargaining Unit Employees Transferred to Non-unit Work”

IUPAT District Council 5/Glaziers, Architectural Metal and Glassworkers Local 188 and (“Employer”), agree as follows:

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

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July 2019

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