

THURSTON & LEWIS COUNTY RESIDENTIAL  
COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN

LACEY GLASS INC.

AND

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES  
DISTRICT COUNCIL #5 / LOCAL UNION NO. 188

**Article 1 • Scope of Agreement**

Section 1 • This is a collective bargaining agreement between International Union of Painters and Allied Trades, District Council 5/Local 188 (referred to as the Union or as District Council 5 and **LACEY GLASS INC.** (EMPLOYER). The term ‘employee’, as used in this Agreement, means employees doing work as defined under ‘general glazing’, but the term ‘employee’ as used in this Agreement does not include:

- (a) Owners, sons, sons-in-law, husbands, wives, daughters, and daughters-in-law of owners.
- (b) Supervisors or managers.
- (c) Newly hired employees who are not members of the Union who do not work a full thirty (30) days or eight (8) day period from their first day of employment as provided in Section 1 and 2 of Article 3, but if the individual works beyond the thirty (30) or eight (8) day period such individual shall be considered an employee subject to this Agreement from the first day of that individual’s employment.
- (d) Students who work one hundred twenty days or less during school recess, or twenty (20) hours per week or less during the school year, or part-time employees who work less than twenty (20) hours per month, and are limited to in plant cleanup, pickup and delivery and other similar types of work.

**Article 2 • Area and Work Covered by Agreement**

Section 1 • The employer agrees to be bound to this Agreement while working in the following counties of Western Washington: Thurston County and that portion of Lewis County which is included within the jurisdiction of Local 188, and to be bound by the Glazing Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon and Idaho when working in those areas.

Section 1(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.

Section 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 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, and 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.

Section 2 (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.

Section 3 • "Residential Glazing" means the installation, replacement and service of all types of glass and glass related products in residential structures. Residential structures are defined as places used for primary or secondary residence. Residential glaziers may install mirrors, shower doors, and tub enclosures, and may service of all types of glass and glass related products which require a residential application in any type of structure. The installation, replacement and service of exterior glazing which requires a residential application on structures five (5) stories and above will be limited to the inside of the structure. The installation, replacement and service of exterior glazing from the outside of structures five (5) stories and above shall be done at the Commercial Glazier rate. Residential glaziers may perform service on all types of doors. The replacement and service of glass located two (2) stories and below on any type of structure may be done at the Residential rate.

Section 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. 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 mouldings, 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 3 • Union Security**

Section 1 • All employees of the Employer covered by this Agreement who are members of Local 188 on the date of execution of this agreement shall be required by the Employer to maintain their membership as a condition of their employment. All employees who are not members of Local 188 on the date of the execution of this Agreement and all employees employed after the execution date of this Agreement shall, on and after the thirtieth (30<sup>th</sup>) day following the date of employment, whichever is later, be required by the Employer to become and remain members of Local 188 as a condition of employment.

Section 2 • With respect to employees employed by the Employer primarily engaged in the construction industry working in the building and construction industry, the applicable time period within which the employee shall be required by the Employer to make application for Union membership shall be eight (8) days.

Section 3 • The Employer agrees to notify the Union of the employment of any new employee covered by this Agreement within forty-eight (48) hours after his/her date of employment.

Section 4 • 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 \_\_\_\_\_, 200\_\_\_\_  
Signature \_\_\_\_\_

Section 5 • 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.

Section 6 • 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 4 • Referrals**

Section 1 • In order to perpetuate the skills required in the industry covered by this Agreement and to promote the employment of competent help necessary for production, good workmanship and efficiency, it is agreed that if the Employer calls Local 188 when additional help is needed, he will inform Local 188 of the type of skill required and Local 188 agrees to make every effort to secure and dispatch qualified help in accordance with the Employer's request.

#### **Article 5 • Safety Code for Setting Glass**

Section 1 • Up to and including 108 united inches, 1 Glazier, excepting door and door sidelites.

Over 108 U.I., up to and including 180 U.I., not less than 2 Glaziers  
Over 180 U.I., up to and including 205 U.I., not less than 3 Glaziers  
Over 205 U.I., up to and including 240 U.I., not less than 4 Glaziers  
Over 240 U.I., up to and including 280 U.I., not less than 5 Glaziers  
Over 280 U.I., up to and including 300 U.I., not less than 6 Glaziers  
Over 300 U.I., up to and including 315 U.I., not less than 7 Glaziers  
Over 315 U.I., eight (8) Glaziers or more.

Section 2 • The above minimums are for one-fourth (1/4) inch thick glass. For three-eighths (3/8) inch thick glass, twenty-five percent (25%) more men will be required than specified above. For one-half (1/2) inch thick glass, fifty percent (50%) more men will be required than specified above. Provided, however, that where the employer provides mechanical or hydraulic means or equipment to lift the three-eighths (3/8) inch or one-half (1/2) inch glass, then no additional men over and above the requirement specified for one-fourth (1/4) inch thick glass will be used. On all insulated units the weight per man shall not exceed seventy-five (75) pounds. On sets of over three (3) feet, additional manpower will be used as needed.

Section 3 • The above code shall not apply where automated equipment is used providing employees covered by this Agreement are used in the shop or on the jobsite to manipulate said equipment. It is further agreed that for the purpose of safety and protection of property that glass on any job, which is more difficult or dangerous to handle, the additional men required for such safety be used. Automatic glass handling equipment shall be operated by a qualified glazier in the shop and on the jobsite.

Section 4 • Any employee shall have the right to refuse to perform any work assignment which, in his/her opinion, involves danger to his/her person.

Section 5 • 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.

Section 6 • All classifications shall have or obtain first aid cards. In the event of an accident, the injured employee shall report that accident as soon as possible to the shop steward, supervisor or owner, 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.

Section 7 • The employer shall provide, on each jobsite, a lockable metal gangbox where his/her employees may store their tools.

### **Article 6 • Tools**

Section 1 • Tools and workmanship. All specialty tools shall be furnished by the individual employer; however, each journey person glazier shall provide himself/herself with and maintain at his/her expense the following minimum set of tools:

Tool Chest	Metal Cutters, Right & Left
Claw Hammer	Tin Snips
Hack Saw	Allen Wrench Set
Combination Square	Metal Punch
Glass Pliers	Mechanic Pliers
Dikes	Rat Tail File
Vinyl Roller	Square File
16 Ft. Measuring Tape	Crescent Wrench
Gloves or Laps	Vice Grips
Straight & Bent Putty Knives	Steel & Wood Chisels
Large & Small Phillips	Tap Wrench
Screwdrivers	Awl
Large & Small Slot	Nail Set
Screwdrivers	Jimmy Bar
Rough & Finish Flat Files	Bevel Square
Rubber Mallet	Needle Nose Pliers
Chalk Line	
Plumb Bob	

Section 2 • Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.

Section 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.

### **Article 7 • Classifications and Rates Per Hour**

Section 1 • All classifications and wage rates are set forth in Article 10 of this agreement. Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this Agreement.

Section 2 • Employees whose health or physical condition prevents them from earning the current rate of wages may be permitted to work for less than the wage rates set forth in Article 10, of this Agreement by mutual agreement of the employee, the employer and Local 188.

Section 3 • (a) Each journey person glazier shall obtain, without compensation a minimum of eight (8) hours established by the Residential-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 Residential-Joint Apprenticeship and Training Committee.

(b) Each journey person glazier shall successfully complete and maintain safety training and possess a valid certification (card), without compensation, for the following: First Aid, Fork Lift Operator, OSHA-10, Scaffolding, all aerial man lifts, lead and silica, and asbestos.

(c) The Apprenticeship and Training Coordinator shall be responsible to maintain the data base regarding employees' compliance with the requirements of this Section.

(d) For purposes of this Section, a year shall be from October 1 through the following September 30 of each year. Employees who do not comply with this requirement will not be eligible for the next scheduled wage increase under Article 10 of this Agreement, until the required minimum hours are completed. 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.

## **Article 8 • Hours and Overtime**

Section 1 • Eight (8) continuous hours, excluding a lunch break of not more than one (1) hour, (ten (10) continuous hours, excluding a lunch break of not more than one (1) hour for a 4 x 10 workweek) shall constitute a normal workday between the hours of 5:00 am. and 7:00 pm., or such other hours as may be agreed upon by any employer and Local 188. 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.

Section 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.

Section 3 • All work performed outside the hours of 5:00 am and 7:00 pm (or such other hours as may be agreed upon by any employer and Local 188), or in excess of eight (8) hours per day (10 hours per day for a 4X10 workweek) or forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half, 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 hours during that workweek. All work performed in excess of twelve (12) hours on any day shall be paid at the rate of double time (x2). All work performed on Saturdays (or on the regular day off during a workweek other than Monday through Friday) shall be at the rate of time and one-half, and shall be for at least two (2) hours. All work performed on Sundays shall be paid at the rate of double time and shall be for at least two (2) hours.

Section 4. Same-day, return-to-work:

(a) UNSCHEDULED return-to-work:

1. An employee works his/her 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 his/her 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 (x2) from home-to-home.

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

4. An employee works his/her designated workday, clocks-out, and departs the Company or job site.
5. The employee HAS been informed by the Company by 10:00 am on that day of the Company's need for his/her services later that same day.
6. 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 (x2) for actual time worked.

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

7. An employee works his/her designated workday, clocks-out, and departs the Company or job site.
8. The employee HAS been informed by the Company by 10:00 am on that day of the Company's need for his/her services later that same day.
9. The time elapsed between end-of-shift and start time of the returned-to-work is two (2) hour or less, and the employee returns to work.

Appropriate rate of Pay: Time-and-one-half (x 1+1/2) for actual time worked.

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

Section 5, 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 (T1/2) for actual time worked for hours outside of 5:00 am to 7:00 pm.

(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

Section 6• Unless given prior notice individually by 7:00 pm. 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 work week. When an employee leaves a job at his/her own discretion or is discharged or suspended for cause, he shall be paid only for the hours worked.

Section 7• 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. Should the employee not be paid on Friday, though no fault of the employer, such as, because the employee is out of town or unavailable due to injury, holiday or vacation, or because the employee has completed work at a time which is after the normal quitting time or after the closing time of the shop, or if the employee goes directly home from the jobsite, there shall be no penalty as long as wages are paid on the next business day. When the employee does not receive wages due to him/her on Friday 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 he/she shall be paid in full no later than within two working day of the lay off. If an employee quits or is discharged for cause or is laid off temporarily, defined as less than ten days, he/she shall be paid on the next regular payday.

Section 8• The employer may, however, institute a voluntary direct deposit payroll system. Employees who so elect 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.

Section 9• Employees are entitled and required to take a lunch break and will not be paid for lunch except with the specific prior approval of the employer. Employees shall be entitled to two (2) ten-minute rest breaks per eight (8) hour shift, to be taken in place at the worksite. When prearranged by mutual agreement between the company and the crew, the two (2) ten (10) minute rest breaks may be combined into a single twenty (20) minute rest break for the day.

## **Article 9 • Apprentices**

Section 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 Residential-Joint Apprenticeship Training Committee for the duration of this Agreement. The employers and the Union shall each name four (4) members to the Residential-Joint Apprenticeship Training Committee for the term of this agreement. The probationary period for apprentices shall be the first six (6) months of employment.

Section 2 · All residential apprentices shall be paid at the following percentages of the residential journey level wage:

1 <sup>st</sup> six months –55%	4 <sup>th</sup> six months - 70%
2 <sup>nd</sup> six months –60%	5 <sup>th</sup> six months - 80%
3 <sup>rd</sup> six months –65 %	6 <sup>th</sup> six months - 90%

Thereafter residential journey person scale. Every employer who employs one (1) or more hourly paid residential journey person(s) steadily may employ one (1) residential apprentice, but at no time will the number of apprentices exceed the number of residential glaziers in any shop

### Article 10 • Wages

Section 1 · Effective 7/1/04, the Residential Journey person total package, which includes payment for vacations and holidays, shall be as follows:

<u>Date</u>	<u>Increase</u>	<u>Package</u>
7/1/04	\$0.30	\$24.56
10/1/05	\$0.75	\$25.31
10/1/06	\$0.85	\$26.16

Section 2 • Contributions to the various funds shall be as follows:

#### Pension Fund

Residential Journey	\$1.95 per hour
Residential Apprentice	same % as wage progression

#### Health and Welfare Fund: (Residential Journey and Apprentice)

- (a) Effective July 1, 2004 hours thru September 30, 2004 hours - \$6.51 per hour to the Glassworkers and Industry Health & Welfare fund.
- (b) Effective October 1, 2004 hours, \$4.35 per hour to the Painters Health and Welfare Trust.

#### Apprenticeship Fund (Residential Journey and Apprentice)

Apprenticeship Fund	\$.20 per hour
IUPAT – JATF	\$.05 per hour
<u>Allied Trades Training Center</u>	<u>\$.10 per hour</u>
Total: \$.35 per hour	

#### Labor Management Cooperation Fund (LMCF)

(Residential Journey and Apprentice) \$.05 per hour

#### Vacation Fund

Residential Journey	3% of actual on the check wage
Residential Apprentice	3% of actual on the check wage

## **Article 11 • Vacations and Holidays**

### **Section 1 • Holidays**

The following holidays shall not be worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last work day before Christmas and Christmas Day. These holidays shall not be worked regardless upon which day in the week they fall. A holiday that falls on a Saturday or Sunday shall be deemed to fall on the preceding or following day, if such day is declared the holiday. If an employee works on a holiday listed above, except Labor Day, he/she shall be paid one and one-half (1 ½) times his/her regular hourly pay scale for a minimum of two (2) hours. If work is performed on Labor Day, the employee shall be paid two (2) times his/her hourly pay scale for a minimum of two (2) hours. Holiday pay is included in the base wage rates.

### **Section 2 • Vacation Pay**

- (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 Article 11, Section 1, occur within an employee's vacation period, he/she shall receive an additional day of vacation.

Section 3 · The employer acknowledges that the employee and the Union have established a vacation account and that a payroll deduction will be submitted with the monthly remittance report and administered as set forth in Article 10, Section 5.

## **Article 12 • Travel Time Pay and Expenses**

Section 1 • With reference to the payment of traveling time costs and expense, the following rules shall govern: An employee must report to the job and return to his/her residence without compensation for traveling expenses for travel to any job within a fifty-five (55) mile radius of his/her respective shop or residence. Whenever possible, employees shall be assigned to jobs which are closest to their place of residence. Beyond this area an employee will be compensated for such traveling expenses for driving his/her own vehicle at the rate permitted by the Internal Revenue Service. Travel outside the fifty-five (55) mile radius becomes paid time at the fifty-five (55) mile mark, and reverts back to unpaid time upon return to the fifty-five (55) mile mark. It is agreed that it shall be at the employee's option to take passengers in his/her private vehicle. If parking is not available at the jobsite for employees requested to report to the jobsite, they shall be reimbursed for reasonable parking costs.

### **Section 2 •**

- (a) If an employee is required by the Company to report to the plant and to drive or ride in a company vehicle to the jobsite, travel time going and coming back from the job will be considered "time worked" and, if applicable, paid at time-and-one-half if all hours worked exceed eight (8) hours per day (10 hours for 4X10).
- (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 tool box, and/or incidental, supplies, and/or equipment does not constitute or initiate paid time.

Section 3 • 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 the fifty-five (55) radius. Travel outside the fifty-five (55) mile radius becomes paid time at the fifty-five (55) mile mark, and reverts back to unpaid time upon return to the fifty-five (55) mile mark.

Section 4 • If an employee travels by public conveyance, travel time going and coming back from the job will be paid for at straight-time. All costs of such transportation shall be paid by the employer.

Section 5 • When required to stay away from home overnight each employee shall receive fifty dollars (\$50.00) per day or full subsistence, whichever is greater. When returning home from an overnight job the maximum full subsistence will be seven dollars (\$7.00) for breakfast; eight dollars (\$8.00) for lunch; and, if his/her arrival is after 6:00 p.m., he/she shall receive twelve dollars (\$12.00) for dinner. If full subsistence is greater than the fifty dollars (\$50.00), the employee shall submit all paid bills. An employer shall be required to advance estimated living expenses. The employer and employee shall agree on an estimated advance and the employee shall make full accounting. Full subsistence shall be actual out-of-pocket expenses represented by receipted bills submitted by the employee.

### **Article 13 • Protection of rights**

Section 1 • It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or work behind a primary picket line including, but not limited to, a primary picket line at the premises of the Employer or jobsite at which the Employer is engaged in general glazing work. In the event an employee refused to perform any assigned work by virtue of this section, it is understood that the employee may be sent home and paid only for hours worked.

Section 2 • 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 journeyman glaziers on the work involved, or to any individual or firm not a party to this Agreement, except when necessary in jurisdictional purposes.

Section 3 • 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.

Section 4 • 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, work stoppages, and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any journey member of the Union to work for other employers after their regular days employment with one employer, or for any journey person 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 14 • Piece Work - Lump Sum Compensation**

Section 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 15 • Registration**

Section 1 • An employer must have a business telephone (an answering service is not a substitute); each employer, upon request, shall provide the Union with his/her State of Washington contractor registration number, his/her unemployment insurance account number and his/her 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.

Section 2 • For the benefit of the glass industry, it is agreed that all employers should identify all of their trucks or vehicles used in the general glazing trade by the name of the company permanently affixed to the truck or the rack, in form and size readily visible.

#### **Article 16 • Shop Stewards**

Section 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 him/her off or discharge him/her on account of his/her proper performance of his/her Union duties. On all outside installation jobs, the lead person will automatically be temporary steward on the job, unless a change is made by the Union.

Section 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 his/her regular duties. It shall not be the intention of Local 188 representatives to interfere with or slow down any work operations.

Section 3 • Each steward before leaving his/her assigned work for investigation and discussion of complaints and on Union affairs shall notify his/her supervisor, provided that he/she may not leave his/her work at any time which will unduly disrupt production; time spent by stewards on such matters will not be paid for by the company.

## **Article 17 • Trust Funds**

Section 1 • The Union and the employer agree to the continuation of the following funds:

(a) (1) Effective July 1 through September 30, 2004 hours: The Glassworkers and Industry Health & Welfare Fund as jointly administered pursuant to the Trust Agreement of November 18, 1959, as now or hereafter amended; and

(2) Effective October 1, 2004 hours: Painters Health & Welfare Trust

(b) The Western Glaziers Retirement Trust Fund as jointly administered pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended; and

(c) The Glaziers, Architectural Metal and Glassworkers Apprentice Training Trust as jointly administered pursuant to the Trust Agreement as now or hereafter amended.

Section 2 • The Employer shall contribute to the Health and Welfare Fund, the Pension Fund and the Apprenticeship Fund, the respective sums listed in Article 10, for each hour worked for all employees covered by this Agreement.

Section 3 • The Employer shall not be liable for the contributions of any other employer.

Section 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.

Section 5 • The parties hereto agree to be bound by the terms and provisions of the respective Trust Agreements as now existing or hereafter amended. In the event of any dispute as to language and meaning between Trust Agreements and this collective bargaining agreements, this collective bargaining agreement shall prevail.

Section 6 • All parties recognize and acknowledge that regular and prompt payments of contributions to the various funds are essential to the maintenance and continuance of each fund. Each party, therefore, agrees to make the contributions to the various funds as required by this Article for each hour worked for all employees covered by this Agreement as those payments become due and payable by the Employer on or before the twentieth (20) day of the month following the month in which the hours were worked.

Section 7 • Such contributions, plus check-off Union dues, Article 3, shall be made by the Employer to such bank as may be designated by the Union or as hereafter determined pursuant to the terms of this Agreement.

Section 8 • Recognizing the difficulty to determine the expense and damage to any fund resulting from the failure of the Employer to pay any contribution by the twentieth (20<sup>th</sup>) of the month as herein provided, the parties hereto therefore agree that any delinquent employer shall be liable for a surcharge to compensate the funds for the damages due to such delinquency in an amount equal to ten percent (10%) of the amount of delinquent contribution and in addition to pay a legal rate of interest in

the event legal action is taken to collect such contribution. In addition to the surcharge and interest thereon it is agreed that the Employer shall be liable to pay a reasonable attorney's fee as follows: twenty percent (20%) of the amount due, if collected prior to suit, filing of a lien or arbitration hearing; and thirty-three percent (33%) of the amount due if collected after commencement of suit, the filing of a lien or arbitration hearing is held. In the event suit is initiated it is agreed that such suits may be filed in a court of competent jurisdiction, state or federal, located in King County, Washington. In addition to the remedies set forth herein, the Union shall be free (notwithstanding any express or implied "no strike" clause in this Agreement) to strike and picket the Employer upon failing to make any payment of money required by this Agreement. Provided however, that such right shall not be exercised within the ten (10) day period following the due date of such payments.

Section 9 • The Employer agrees to furnish such information and reports as may be required in the performance and administration of these various funds. The trustees, or their representatives, of each of said funds shall have the right at all reasonable times during business hours to enter upon the premises of the Employer to examine and copy such of the books, records, papers and reports of the Employer relating to the hours and wages of employees as may be required to determine the provisions of this agreement are being complied with. If it is determined that this collective bargaining agreements is not being complied with, then the cost of such examination shall be paid by the Employer. Noncompliance would be the underpayment of either wages (including vacation pay and holiday pay) or any fund payments by five percent (5%) or more in the period audited.

### **Article 18 • Dispute - Settlement and Arbitration**

Section 1 • Except as expressly otherwise provided in this Agreement, all disputes between Local 188 and the Employer arising during the term of this Agreement shall be settled in accordance with the provisions of this Article. The term "disputes" includes, but is not limited to, differences concerning the interpretation and application of this Agreement.

Section 2 • In the event a dispute arises, representatives of Local 188 shall attempt to settle the dispute by contacting the Employer. If the dispute is not resolved in this manner within ten (10) days, either Local 188 or the Employer is authorized to refer the matter to arbitration.

Section 3 • If the matter is referred to arbitration the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names, and Local 188 and the Employer shall alternately strike the six (6) names from the list and the remaining name shall be the arbitrator who will be authorized to hear and determine the dispute referred to him/her pursuant to this Article and his/her decision shall be final and binding.

## **Article 19 • Separability**

Section 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 20 • Rights of the Parties**

Section 1 • The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's constitution and bylaws, or who have violated the terms of this Agreement. This section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.

Section 2 • Except as specifically limited herein, the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to, the right to select and hire, discipline, discharge or lay off, 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.

Section 3 • Unless otherwise provided under Article 1, it is the intent and objective to the Company that "bargaining unit work" normally be performed by members of the bargaining unit. However, the parties recognize there may be occasions where a reasonable person would determine that the performance of "bargaining unit work" by non-unit individuals was the prudent course of action for the company to take. This understanding is to be utilized in "good faith"; it is not intended to be misused and/or abused or to otherwise circumvent the first sentence of this section.

## **Article 21 • Duration**

Section 1 • This is a three (3) year and three (3) month (total of 39 months) Agreement, effective July 1, 2004, unless otherwise provided herein, and shall continue in full force and effect through September 30, 2007, and shall automatically renew itself October 1, 2007 unless either party gives notice of intent to modify or terminate this Agreement at least sixty (60) days prior to October 1, 2007, or any subsequent anniversary date of this Agreement.

Section 2• If Local 188 shall negotiate and sign a collective bargaining agreement with any employer engaged in the area and work covered by this Agreement with more favorable terms and conditions for such employer, this Agreement shall be considered to be amended accordingly.

IUPAT DISTRICT COUNCIL #5/  
Glaziers & Glassworkers Local #188

\_\_\_\_\_  
(name of company)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

opeiu#8afl/cio

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