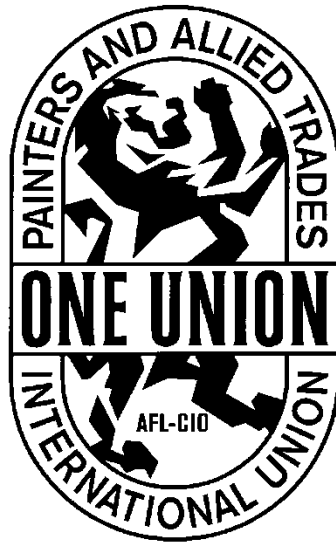


IUPAT DISTRICT COUNCIL 5 / LOCAL 188

IN-SHOP PRODUCTION WORKERS AGREEMENT



October 1, 2020 – September 30, 2023

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**2020-2023 IN-SHOP PRODUCTION WORKERS
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

WASHINGTON ASSOCIATION OF SIGNATORY GLAZING CONTRACTORS, INC.

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 “Employer” as used in this Agreement refers to any person, firm, joint venture corporation, or other business entity engaged in “In-Shop Production” work as that term is used in this Agreement. The term “employee” as used in this Agreement means employees doing work as defined under “In-Shop Production” work, but the term “employee” as used in this Agreement does not include:
- a. Owners, sons, son-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 either (8) day period from their first day of employment as provided in Sections 3.1 and 3.2; should the individual work 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 on hundred twenty days (120) 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 area of work covered by this Agreement shall include all In-Shop Production, manufacturing and assembling of any and all products or materials being manufactured or assembled by the Employer signatory to this Agreement.
- 3.2 An employee working under this classification may deliver material, i.e. glass, aluminum and supplies to the job site. The Union and Employer agree that at times it is necessary for a single In-Shop member, delivering materials, to assist unloading materials to a single designated drop point, but may not do any work at the job site.
- 3.3 It is not the intent of this Agreement to replace, change or eliminate existing employees within their current positions or classifications.

ARTICLE 4
UNION SECURITY

- 4.1 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 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 or after the thirtieth (30) day following the date of employment, whichever is later, be required by the Employer to become and remain members in good standing of Local 188 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 _____

- 4.4 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, of another agreement within thirty (30) days upon execution of such documents.

ARTICLE 6
REFERRALS & SEPARATION

- 6.1 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, the Union and Employer agree that if the Employer calls Local 188 when additional help is needed, they 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.
- 6.2 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.

ARTICLE 7
SAFETY

- 7.1 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.
- 7.2 All classifications shall successfully complete and maintain safety training and possess a valid certification (cards), without compensation, for the following: First Aid/CPR and Forklift Operator.
- 7.3 In the event of an accident or near-miss, the injured or near-miss employee shall report that accident or near-miss as soon as possible and no later than 24 hours of the day of the accident or near-miss to the Shop Steward, and supervisor or owner or other designated Employer representative, and will also comply with all reporting requirements of WISHA. If the employee’s injury makes it difficult or impossible to report the injury, the Shop Steward or Foreman shall make a report to the supervisor or owner or another designated Employer representative.
- 7.4 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
NON-DISCRIMINATION

- 8.1 Neither the Employer, Union, nor any employees shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, sexual orientation, political ideology, national origin, age, or sensory, mental or physical handicaps.

ARTICLE 9
TOOLS

- 9.1 All specialty tools shall be furnished by the individual Employer; however, each In-Shop Production employee after completing Fabricator 2 shall provide themselves with, and maintain at their expense, the following minimum set of tools:

Claw Hammer	Metal Cutters, Right & Left
Combination Square	Tin Snips
Diagonal Cutters	Metal Punch
Vinyl Roller	Jimmy Bar
30 Ft. Measuring Tape	Bevel Square
Gloves or Laps	Rat Tail File
Large & Small Phillips Screwdrivers	Square File

Large & Small Slot Screwdrivers
Magnetic Screwdriver

Rough & Finish Flat Files
Rubber Mallet

- 9.2 Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.
- 9.3 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 10 **HOURS & OVERTIME**

- 10.1 Eight (8) continuous hours, excluding 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 4x 10 workweek), shall constitute a normal workday between the hours of 5:00 a.m. and 7:00 p.m., 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 the 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 a 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 5:00 a.m. and 7:00 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 5:00 a.m. and 7:00 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 In the event that a special project requires an additional and/or separate swing or night shift the Employer shall provide written notification to the Union in advance before starting the shift. The notification will include hours of shift and projected length of time that the shift will be necessary. The shift will be discontinued upon completion of the special project. The rate of pay for swing or night shifts shall be straight time plus eight percent (T+8%) for actual time worked.

10.6 Any employee coming under this Agreement who is required to report to work shall receive not less than two (2) hours pay at the applicable straight time hourly shift rate, provided, that any employee called to work on a Saturday or Sunday shall receive not less than two (2) hours overtime pay.

Any employee who is not specifically instructed at least twelve (12) hours before their regular starting time not to report to work, shall be considered as having been ordered to work and therefore entitled to two (2) hours pay.

In the event of any emergency such as fire, flood, power failure, etc., beyond the control of the Employer (alleged lack of work cannot be construed as an emergency), or where the employee voluntarily quits, or is suspended or discharged for cause, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

10.7 Each employee covered by this Agreement shall be paid in full once each week but in no case may the Employer hold back more than one week's wages. The payment shall be made on the same day each week unless the employee is out of town in which case the Employer and employee shall agree on a method of payment.

Payroll may 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.

- 10.8 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 (10) minute rest breaks per eight (8) hour shifts, 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
RATES OF PAY

- 11.1 Effective October 1, 2020, all Top Fabricator shall be paid the following:

<u>Wage</u>	<u>Pension</u>	<u>H & W</u>	<u>WCISAP</u>	<u>WASCG</u>	<u>Total Package</u>
\$27.39	\$4.00/hr	\$6.85/hr	\$0.06/hr	\$0.05/hr	\$38.35

- 11.2 Effective October 1, 2020, the hourly wage rates for all In-Shop Fabricators shall be paid at the following percentages of the Top Fabricator wage rate:

<u>Progression</u>	<u>Classification</u>	<u>Wage</u>
6,001 or more Hours	Top Fabricator	100%
5,001-6,000 Hours	Fabricator 6	90%
4,001-5,000 Hours	Fabricator 5	85%
3,001-4,000 Hours	Fabricator 4	80%
2,001-3,000 Hours	Fabricator 3	75%
1,001-2,000 Hours	Fabricator 2	70%
0 - 1,000 Hours	Fabricator 1	65%

- 11.3 Effective October 1, 2020, contributions to the various Funds shall be as follows:

Pension Fund:

<u>Progression</u>	<u>Classification</u>	<u>Pension Fund</u>
6,001 or more Hours	Top Fabricator	\$4.00/hr
5,001-6,000 Hours	Fabricator 6	\$2.00/hr
4,001-5,000 Hours	Fabricator 5	\$2.00/hr
3,001-4,000 Hours	Fabricator 4	\$1.00/hr

2,001-3,000 Hours	Fabricator 3	\$1.00/hr
1,001-2,000 Hours	Fabricator 2	\$0.50/hr
0 – 1,000 Hours	Fabricator 1	\$0.50/hr

Health and Welfare:

\$6.85/hr for all classifications to the Painters Health and Welfare Trust

Substance Abuse Program (WCISAP):

\$0.06/hr for all classifications to the WCISAP Substance Abuse Program

Washington Association of Signatory Glazing Contractors, Inc. (WASGC)

\$0.05/hr for all classifications to the WASGC

11.4 Total Package Rates

The Top Fabricator increases to the Total Package shall be as follows:

<u>Date</u>	<u>Wage Increase</u>	<u>Pension Increase</u>	<u>Total Package</u>
10/1/2020	\$1.15	\$0.25/hr	\$38.35
10/1/2021	\$1.25	\$0.25/hr	\$39.85
10/1/2022	\$1.30	\$0.25/hr	\$41.40

- 11.5 Each classification of Fabricator will be for a duration of 1,000 on the job hours, either consecutive or accumulative.
- 11.6 It shall be the responsibility of the Employer to be sure raises are applied after each 1,000-hour interval.
- 11.7 The rates of pay set forth above are minimums only. Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this Agreement.
- 11.8 Welders: Employees' maintaining a current welding certification shall receive an additional one dollar (\$1.00) per hour for all time worked engaged in certified welding Employees' that have worked for more than duration of ninety (90) days and have expressed the skill set to maintain welding as a duty in the fabrication process shall be compensated for the renewal to acquire their WABO certification. Up to one hundred (\$100.00) dollars annually.
- 11.9 During the term of this Agreement, any required health and welfare increases will be applied as a reduction to the hourly wage rate.

ARTICLE 12
HOLIDAYS, VACATION TIME, PTO &
WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE

12.1 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.

12.2 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 12.1 occur within an employee's vacation period, they shall receive an additional day of vacation.

12.3 Paid Time Off (PTO)

a. 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.

b. Eligibility & 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 thresholds 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, 2020 will be rolled over and accrued into the PTO account.

c. 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.

d. 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.

e. Discharge & 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 October 1, 2020, 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.

12.4 Washington State Paid Family and Medical Leave

Commencing on October 1, 2020, 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 13
PROTECTION OF RIGHTS

- 13.1 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 under Article 17 (“Trust Funds”) and Article 18 (“Fringe Benefit Bond”).
- 13.2 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. In the event an employee refuses 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.
- 13.3 The Union agrees to cooperate with the Employer 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 purpose and intent of this Agreement for any member of the union to work for other Employers after their regular days’ employment with one Employer, or for any member 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

- 14.1 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
SHOP STEWARDS

- 15.1 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.
- 15.2 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.
- 15.3 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 16
REGISTRATION

- 16.1 An Employer must have a business telephone (an answering service is not a substitute); each Employer, upon request, shall provide the Union with their State of Washington contractor registration number, their unemployment insurance account number and their industrial insurance account number; it being understood that if the Employer does not furnish this information or has not registered with the State of Washington or does not have these account numbers, that the Union may cancel this Agreement as to that Employer.
- 16.2 For the benefit of the glass industry, 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 17
TRUST FUNDS

- 17.1 The Union and the Employer hereby agree to the continuation of the following funds:
- a. The Painters Health & Welfare Trust Fund as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.
 - b. The Western Glaziers Retirement Funds (“Pension Trust”) as jointly administered pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended.
 - c. The Washington Constriction Industry Substance Abuse Program and Trust (WCISAP Trust) as jointly administered pursuant to the Trust Agreement as now or hereafter amended.
- 17.2 The Employer shall contribute to the Health and Welfare Fund and Pension Fund the respective sums listed in Section 11.3 for each hour worked for all employees covered by this Agreement.
- 17.3 The Employer shall not be liable for the contributions of any other Employer, subject to applicable law.
- 17.4 Each 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.
- 17.5 The Union and Employer 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 Agreement, this Collective Bargaining Agreement shall prevail.
- 17.6 The Union and Employer 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 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”)
- 17.7 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.

- 17.8 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.
- 17.9 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.
- 17.10 The Union and the Employer agree (notwithstanding the express "no strike" clause of Section 13.1 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 17.6 of this Agreement and who has failed in making restitution to the Trust Funds listed in Section 17.1 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.
- 17.11 In the event that the Trustees of one or more of the Trust Funds listed in Section 17.1 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.
- 17.12 This Article is not subject to Article 19("Dispute-Settlement & Arbitration")

ARTICLE 18
FRINGE & BENEFIT BOND

- 18.1 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.
- 18.2 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 13.1 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.
- 18.3 Nothing in this Article shall limit the Trustees of the various Trust Funds defined in this Agreement (Section 17.1) 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.
- 18.4 This Article is not subject to Article 19 ("Dispute-Settlement & Arbitration").

ARTICLE 19
DISPUTE SETTLEMENT & ARBITRATION

- 19.1 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 representative of the Employer will meet with the Union Representative within ten (10) days of receipt of the Step Two grievance. 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. If the dispute is not resolved in this manner Step Two within ten (10) working days following the close of Step Two, 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 21.2. 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.

19.2 Time limits of this Article shall be waived only by written Agreement of the parties.

ARTICLE 20 **SEPARABILITY**

20.1 If any provision or part of this Agreement is held to be invalid by a 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 21 **RIGHTS OF THE PARTIES**

21.1 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.

- 21.2 The Employer retains all rights to manage and direct the operations except to the extent such rights are specifically limited or modified by the explicit provisions of this Agreement. Nothing in this Agreement is intended to limit the Employer's sole and exclusive right to manage the business and direct its working forces.
- 21.3 Any individual Employer, or their supervisors or managers shall have the right to work at the trade within the shop only. Under this Section the number of people in these categories shall be determined, by the Employer and the Union, on an individual shop basis.

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ARTICLE 22
DURATION

22.1 This is a three (3) year Agreement, effective October 1, 2020 and shall remain in effect through September 30, 2023, and shall automatically renew itself from year to year thereafter unless either party gives notice of intent to modify this Agreement at least sixty (60) days prior to, October 1, 2023 or any subsequent anniversary date of this Agreement. A party giving such notice to modify shall have the right to terminate this Agreement on or after October 1, 2023 or on or after an anniversary in the event of automatic renewal.

EMPLOYER:

IUPAT DISTRICT COUNCIL 5:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Address

City, ST, Zip Code

Telephone Number

Fax Number

Cell Phone Number

E-mail Address

WA State Contractors Registration #

Federal Tax ID #

opeiu#8/afl-cio

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October 2020

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