

LABOR AGREEMENT

BETWEEN

**MT. HOOD GLASS MANAGEMENT
ASSOCIATION, INC.**

AND

IUPAT District Council No. 5

**GLAZIERS, ARCHITECTURAL METAL
& GLASS WORKERS LOCAL NO. 740**



JULY 1, 2022

GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 740
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Portland, OR 97220
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MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

AND

**I.U.P.A.T. DISTRICT COUNCIL NO. 5
GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 740**

JULY 1, 2022

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AGREEMENT

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MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

AND

**I.U.P.A.T. DISTRICT COUNCIL NO. 5
GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 740**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, effective July 1, 2022, by and between MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC., whose members are listed on the signature page of this Agreement, hereinafter referred to as the "Employer", and INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES DISTRICT COUNCIL NO. 5 / GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS LOCAL UNION NO. 740, hereinafter referred to as the "Union".

WITNESSETH:

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

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

NOW, THEREFORE, the parties have agreed as follows:

ARTICLE I JURISDICTION - GENERAL GLAZING

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

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

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

It is agreed that the Union's territorial jurisdiction includes the State of Oregon (except Malheur County), and Clark, Skamania, Klickitat, Wahkiakum and Cowlitz Counties in the State of Washington.

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

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

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

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

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

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

If the Employer fails to comply with this Section, the Employer shall be responsible for and liable for the payment of all sums of money, including all fringe benefit obligations, required by the terms of this Agreement to be paid by any subcontractor of the Employer. Thus, if this Section is breached, the Employer shall pay that compensation package (excluding fringe benefits to Trust Funds provided for in ARTICLES X, XI, XII, XIII, XIV and XV of this Agreement) to those employees of the subcontractor who would have received it had it been paid by the subcontractor, and the Employer shall further pay fringe benefits as provided for in ARTICLES X, XI, XII, XIII, XIV and XV. If the subcontractor has a contract with the Union, the Union will proceed against the subcontractor and not the Employer. The parties agree that the word "employees" as used in the sub-paragraph includes, for the purpose of this provision, any person performing at the job site the kind of work covered by this Agreement, whether that person is an employee within the meaning of the applicable law, or a supervisor or a self-employed person or an independent contractor.

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

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

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

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

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

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

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

(7) Any and all transportation, handling, unloading and loading of tools, equipment and

materials will be performed by members of this Local Union.

ARTICLE II GENERAL CONDITIONS - EQUAL OPPORTUNITY

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

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

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

ARTICLE III PAY CONDITIONS

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

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

SECTION 3: The Employer agrees to honor written assignments of wages to C. Earhart Company, Inc. Said assignments of withholding are to be submitted on Payroll Deduction Authorization forms provided by C. Earhart Company, Inc.

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

The Employer will remit said payroll deductions to William C. Earhart Company, Inc on a monthly basis, no later than the twentieth (20th) of the following month, on transmittal forms provided by William C. Earhart Company, Inc.

SECTION 4: CHECK-OFF: ADMINISTRATIVE DUES & MARKET RECOVERY FUND
The individual Employer will honor written assignments of wages to the Union for the payment of Union membership dues; Administrative Dues Check-Off and/or Market Recovery Fund, when such assignments are submitted in the following form and remain unrevoked:

CHECK-OFF AUTHORIZATION

This is to authorize any of the various individual Employers in the jurisdiction of Glass Workers Local No. 740 who are covered by the Collective Bargaining Agreement between Mt. Hood Glass Management Association and Glass Workers Local No. 740 of Portland, Oregon, and by whom I may be employed during the term of such Agreement or any renewal, effective date of hire, to deduct from my wages and transmit to said Union, or to any agency designated by said Union for the collection of said money, an amount equivalent to 3.55% of the Journeyman, Apprentice, Commercial Glass Workers, and 3.64% Residential Auto Service employees and 1.8% of the Inplant and Mirror Production-Assemblers employee's gross wage, such sum constituting a portion of my Union dues. This also authorizes the Employer to deduct hourly contributions for the Market Recovery Fund (Glazing Industry Market Recovery Program). This Authorization shall be irrevocable for the period of one year following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless sixty (60) days prior to termination of the annual renewal date I revoke this authorization by written notice to the Union and to the individual Employer by whom I am employed.

DATE: _____, 20_____

SIGNATURE: _____

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

SECTION 5: The individual Employer will honor written assignments of wages to the Union for the payment of initiation and reinstatement fees. The amount specified in such authorization shall be withheld from the earnings of such employee in accordance with the provisions of such authorization. The initiation or reinstatement fee withheld shall be transmitted to the Union in the same manner as provided for in Section 7 of this ARTICLE.

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

SECTION 6: The provisions set forth in this ARTICLE notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

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

(B) A termination shall not be considered "for just cause" for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his/her termination, unless and until the grievance is resolved in a manner

that affirms the termination for just cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

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

ARTICLE IV SETTLEMENT OF DISPUTES

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

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

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

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

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

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

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

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

ARTICLE V STEWARDS AND BUSINESS REPRESENTATIVES

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

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

SECTION 3: A Shop Steward shall be a working employee appointed by Local No. 740, and who shall have reasonable time during working hours to perform such necessary duties as cannot be performed at other times, said duties to be performed as expeditiously as possible. Local No. 740 shall notify the Employer of the appointment of each Steward. In no event shall the Employer discriminate against a Steward and lay him/her off or discharge him/her on account of his/her proper performance of his/her Union duties. Each Steward, before leaving his/her assigned work for investigation and discussion of complaints and on Union affairs, shall notify his/her supervisor, provided that he/she may not leave his/her work at any time which will unduly disrupt production; time spent by Stewards on such matters will not be paid for by the Employer.

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

ARTICLE VI EMPLOYERS QUALIFICATION

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

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

ARTICLE VII JOURNEYMAN EMPLOYER MEMBERS

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

ARTICLE VIII TRAVEL AND REPORTING PAY

SECTION 1: A shop or Employer's plant, for the purpose of this Agreement, shall be defined as any location of the Employer's work at a shop or plant where the Employer conducts business covered by this Agreement, including the existence of inventory and an office where employees regularly work or report in and out. A construction job site location for a specific job shall not be considered a principal place of business or a shop or branch shop. Travel time and travel allowance will be computed from the Employer's shop or plant.

Regular employees transferred to branch locations of the Employer located more than forty-six (46) radius miles from the employees' regular place of employment shall be paid travel time and mileage as contained in this ARTICLE. For the purpose of this ARTICLE, regular employees shall be defined as those who have performed one thousand (1,000) or more hours work for the Employer in the twelve (12) months immediately preceding such transfer. For the purpose of the regular employee rule, a person returning to work at a job within the free zone radius, as described in this Agreement, shall not be considered a transfer.

SECTION 2: When an Employer from another Local's jurisdiction performs work in Local No. 740 jurisdiction, the Burnside Bridge at its crossing of the Willamette River will be considered the point of dispatch for computing travel time and travel allowance or other compensation as contained in this Agreement.

SECTION 3: On all work requiring an employee to be out-of-town overnight, transportation and living expenses from the shop to the job site and return shall be paid by the Employer. Each employee shall receive sixty dollars (\$60.00) per day or actual expenses incurred, whichever is greater. In the event living expenses are greater than the established rate as listed above, the employee shall furnish receipts to the Employer to verify the excess expenses. While staying out-of-town for work, each member will be entitled to a private sleeping area and does not have to share a bedroom. An Employer may, at his discretion, supply a room for each member and then pay for meals at the rates of fifteen dollars (\$15.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty-five dollars (\$25.00) for dinner. Each employee shall receive his/her individual expenses in advance except that when an employee is asked by his/her Employer to complete a job outside of the forty-six (46) radius miles after regular working hours, dinner will be paid for by the Employer.

SECTION 4: Employees providing their own transportation to and from a job site more than forty-six (46) radius miles from the Employer's shop shall be paid a travel allowance by their Employers in the amount of fifty-eight and one-half cents (\$.585) per road mile per day from the shop and return, even though the employee may report directly to the job site from his/her home.

SECTION 5: When the job site is located forty-six (46) radius miles or more from the Employer's shop, employees shall leave the shop and return to the shop as directed and shall be paid travel time at the prevailing straight-time rate of pay, except that on Saturday, Sunday and holidays employees shall be paid in accordance with ARTICLE XXI, Hours and Overtime. Drivers of company trucks shall be paid time and one-half (1 1/2) for all time in excess of the eight (8) hour day. Driving duties shall be shared equally among the crew. When an employee provides his/her own transportation, he/she shall be paid in addition a travel allowance in the amount of fifty-eight and one-half cents (\$.585) per road mile from the shop and return, even though the employee may report directly to the job site from his/her home.

SECTION 6: For the purpose of computing travel time, travel allowance and expenses, the radius miles contained in Sections 3, 4 and 5 of this ARTICLE may be computed from either the Employer's shop or the employee's home, whichever is less.

SECTION 7: Where an employee provides his/her own transportation, traveling at the Employer's direction from shop to job, job to job, or job to shop, he/she shall be paid a travel allowance in the amount of fifty-eight and one-half cents (\$.585) per mile. The employees shall be reimbursed for fees and bridge tolls wherever incurred, except those tolls normally incurred by an employee in reporting from his/her home to the Employer's shop. Where only paid parking is available, Parking shall be paid in advance or reimbursed by employer at next pay period after receipts are received.

SECTION 8: Effective each January 1st of this Agreement, the travel allowance will be adjusted to the current I.R.S. allowable deduction for automobile expense.

January 1, 2022 (\$.585) Cents Per Mile
(IRS Rate Effective January 1, 2022)

ARTICLE IX HOLIDAYS AND VACATION

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

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

SECTION 3: Effective July 1, 2022, in order to provide funds for Vacation and Holiday pay, the Employer agrees to pay the designated depository the sum of (7.6%) of straight-time earnings for all compensable hours worked up to a maximum of forty (40) hours per week over and above all other compensation within the jurisdiction of Glaziers, Architectural Metal and Glass Workers Local No. 740.

SECTION 4: Vacation and Holiday contributions shall be paid monthly in accordance with ARTICLES III, XV and XVI.

SECTION 5: Each employee for whom Vacation and Holiday payments are made to the designated depository shall complete all documents required by the depository to establish an individual account in the employee's name. The amounts paid for Vacation and Holiday pay shall be deposited to the account of the individual employee, and each employee hereby agrees (through the Union acting as his/her exclusive bargaining agent) that any such funds remaining after his/her account has been inactive for two years, or funds paid for Vacation and Holiday payments on behalf of employees who do not complete all documents required by the depository to establish an individual account in the employee's name, shall be applied as provided in Section 6.

SECTION 6: It is further agreed between all parties to this Agreement that in the event an individual account cannot be established because an employee does not complete all documents required by the depository to establish an individual account or an individual account becomes inactive, i.e., having had no withdrawals or deposits for a period of two (2) years, that such inactive account or funds received by the depository for which an account cannot be established shall be transferred to the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Fund upon the request of the Business Representative of the Union. The Union will save, protect and hold harmless the bank, its successors and assigns, from any and all claims, lawful and unlawful, which may arise or be asserted by reason of its payment of such inactive accounts.

ARTICLE X
GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
JOINT APPRENTICESHIP & JOURNEYMAN TRAINING TRUST

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

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

SECTION 2: Contributions to the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust for hours worked by General Glaziers, Residential/Service Glaziers and Mirror Production/Assemblers:

JULY 1, 2022 \$ 1.14 Per Hour

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

JULY 1, 2022 \$.29 Cents Per Hour

SECTION 3: Journeyman Glaziers shall complete eight (8) hours of Journeyman education each year as provided by the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust.

SECTION 4: JATC shall reimburse Employers for wages exceeding the eight (8) hours of Journeymen education each year. Employers are to get reimbursable trainings pre-approved by the JATC.

**ARTICLE XI
GLAZING INDUSTRY FUND**

The Glazing Industry Promotion Fund is hereby established. An Agreement and Declaration of Trust, which provides for the detailed operation thereof has been executed by the Association and shall continue in full force and effect during the term of this Agreement. All contractors signatory to this Collective Bargaining Agreement, or otherwise coming under the scope of this Agreement, shall make contributions for all hours worked by employees covered under this Agreement into said Glazing Industry Promotion Fund.

General Glaziers, Residential/Service Glaziers And Mirror Production/Assemblers	JULY 1, 2022	\$.15 Cents Per Hour
Inplant Workers	JULY 1, 2022	\$.07 Cents Per Hour

**ARTICLE XII
LABOR MANAGEMENT COOPERATION INITIATIVE (L.M.C.I.)**

Five cents (\$.05) per hour worked shall be paid to the Painters and Allied Trades Labor/Management **Cooperation Initiative (L.M.C.I.)**. All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this Fund, the individual Employer, by becoming signatory to this Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund. Payments will be as provided for in ARTICLE XVI.

General Glaziers, Residential/Service Glaziers And Mirror Production/Assemblers	JULY 1, 2022	\$.10 Cents Per Hour
Inplant Workers	JULY 1, 2022	\$.10 Cents Per Hour

**ARTICLE XIII
FINISHING TRADES INSTITUTE FUND**

Ten cents (\$.10) per hour worked shall be paid to the Painters and Allied Trades Finishing Trades Institute Fund (F.T.I.). All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this Fund, the individual Employer, by becoming signatory to this Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund. Payments will be as provided for in

ARTICLE XVI.

General Glaziers, Residential/Service Glaziers And Mirror Production/Assemblers	JULY 1, 2022	\$.10 Cents Per Hour
Inplant Workers	JULY 1, 2022	\$.10 Cents Per Hour

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

SECTION 1: Each participating Employer agrees to contribute into the Employee Painters Health and Welfare Trust, effective July 1, 2022, the sum of seven dollars and forty cents (\$7.40) for each compensable hour for all employees covered by this Agreement. Said payments shall be computed monthly and shall be due and payable by the tenth (10th) day of the following month. Contributions shall be deemed delinquent after the twentieth (20th) day of each month during the term hereof.

SECTION 2: Each Employer agrees to pay the additional cost, if any, to maintain the current Health and Welfare benefits presently in effect for Inplant Workers and Mirror Production/Assemblers during the life of this Agreement. It is agreed that the Self-Funded Plan Rate will be the base rate contributed on all members. Any member that is enrolled in the Kaiser Plan will have the additional cost above the Self-Funded contribution deducted from gross wages and contributed to the Employee Painters' Trust on their behalf. After July 1, 2022, each Employer agrees to pay the additional cost, if any, to maintain the current Health and Welfare benefits presently in effect for all other classifications during the life of this Agreement, such cost not to exceed thirty cents (\$.30) per hour.

SECTION 3: Entering into this Agreement the Employer adopts and agrees to be bound by the terms of the Employee Painters' Trust, which is incorporated and made a part of this Agreement by reference as though fully set forth herein. The parties hereto agree to be bound by all terms and provisions of said Trust Agreement and any amendments heretofore or hereafter made to said Agreement. The individual Employers hereby accept as their representative the Employer Trustees who are currently serving on said Board of Trustees and any successors thereto who may be selected in accordance with the terms of said Trust Agreement.

**ARTICLE XV
PENSION**

SECTION 1: The individual Employers agree to make contributions into the Western Glaziers of Oregon and Southwest Washington Retirement Trust Fund for each compensable hour for all employees covered by this Agreement. Said payments shall be computed monthly and shall be due and payable by the tenth (10th) day of the following month.

Journeyman Glaziers & Apprentices:	JULY 1, 2022	\$13.17 Per Hour
Residential/Service Glaziers & Apprentices:	JULY 1, 2022	\$4.52 Per Hour
Mirror Production/Assemblers:	JULY 1, 2022	\$3.50 Per Hour
Inplant Workers:	JULY 1, 2022	\$.50 Per Hour
Inplant LEAD "A":	JULY 1, 2022	\$ 1.00 Per Hour

SECTION 2: The Pension Fund shall be administered by a Joint Labor-Management

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

ARTICLE XVI PAYMENTS TO TRUST FUNDS

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

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

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

SECTION 3: These amounts shall become due and payable to the funds as liquidated damages, and not as a penalty, upon the day immediately following the date on which monthly report or payment becomes delinquent. However, the Trustees in their discretion, for good cause (and the Trustees shall have the sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums due the fund as liquidated damages. The delinquent Employer shall also be liable for audit costs and all costs of collection, including reasonable attorney's fees thereof. The Trustees may also take appropriate legal action to collect unpaid contributions, together with liquidated damages, audit costs, interest, court costs and reasonable attorney's fees for the prosecution of such action, and the individual Employers concerned shall be liable for such. It is understood by Employers that in any such legal action, the venue shall be laid in Multnomah County, Oregon. Failure by an individual

Employer to make the required payments shall be deemed a breach of the Collective Bargaining Agreement by the individual Employer and may subject the individual Employer to economic action, in addition to the other remedies herein provided.

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

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

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

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

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

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

SECTION 7: Contributions to the Pension Fund, the Employee Painters Health and Welfare Trust the Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship & Journeyman Training Trust, Industry Fund and Vacation/Holiday Funds shall commence from the date of hire for new employees in their particular classification.

ARTICLE XVII ON-THE-JOB INJURY

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

ARTICLE XVIII UNION MEMBERSHIP - HIRING OF MEN

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

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

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

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

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

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

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

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

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

ARTICLE XIX WAGES

SECTION 1: The wage scales for all employees covered by this Agreement effective July 1, 2022, is set forth on the Wage Schedule, which is attached hereto and by this reference incorporated herein.

(A) Wages and fringe benefits shall be increased for journeymen in the following amounts on the dates set forth below:

Effective January 1, 2023	\$ 1.50 per hour increase
Effective July 1, 2023	\$ 1.25 per hour increase
Effective January 1, 2024	\$ 1.25 per hour increase
Effective July 1, 2024	\$ 1.25 per hour increase
Effective January 1, 2025	\$ 1.25 per hour increase

SECTION 2: Where the Union deems it necessary to protect its jurisdiction, the Union will consider, prior to the bidding process or letting of a contract for a particular project, a modification of the wages and/or conditions as outlined in the current Collective Bargaining Agreement. Should the Union consent to a modification of the Labor Agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, the Agreement of July 1, 2022, shall remain in full force and effect. However, no Employer who is delinquent in the payment of fringe benefits as contained in ARTICLES X, XI, XII, XIII, XIV and XV of this Agreement will be allowed to use this Section, including requests for modifications or payments for work performed on jobs previously approved, while delinquent and for a period of ninety (90) days following payment of delinquent contributions.

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

ARTICLE XX APPRENTICES

SECTION 1: Subject to Apprenticeship Standards, any applicant eighteen (18) years of age and of good moral character is eligible to be registered as an apprentice after serving one

thousand (1,000) hours probationary period. A General Glazier Apprentice must serve at the trade for four (4) years before becoming a Journeyman.

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

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

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

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

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

SECTION 7: WAGE RATES FOR GENERAL GLAZIER APPRENTICES

1 ST 6 MONTH PERIOD	45% OF PREVAILING JOURNEYMAN WAGE
2 ND 6 MONTH PERIOD	55% OF PREVAILING JOURNEYMAN WAGE
3 RD 6 MONTH PERIOD	65% OF PREVAILING JOURNEYMAN WAGE
4 TH 6 MONTH PERIOD	75% OF PREVAILING JOURNEYMAN WAGE
5 TH 6 MONTH PERIOD	80% OF PREVAILING JOURNEYMAN WAGE
6 TH 6 MONTH PERIOD	85% OF PREVAILING JOURNEYMAN WAGE
7 TH 6 MONTH PERIOD	90% OF PREVAILING JOURNEYMAN WAGE
8 TH 6 MONTH PERIOD	95% OF PREVAILING JOURNEYMAN WAGE

**ARTICLE XXI
HOURS AND OVERTIME**

SECTION 1: Eight (8) consecutive hours (exclusive of one-half (1/2) hour for lunch) shall constitute a day's work between the hours of 4:00 a.m. and 5:00 p.m.; forty (40) hours shall constitute a week's work, Mondays through Fridays inclusive, for glass workers. Employees reporting either to the shop or directly to the job shall leave home for work at a time which would normally allow the glass worker to arrive at starting time. Such reporting time shall not apply to

jobs located more than forty-six (46) miles from the Employer's shop.

SECTION 2: All time before 4:00 a.m. or after 5:00 p.m., or in excess of a day's work or a week's work, as defined in Section 1, shall be considered overtime and paid for at the rate of time and one-half (1 1/2) for the first two (2) hours of overtime in each working day. All overtime after the first two (2) hours shall be paid at double-time. All time on Saturday or Sunday shall be paid for at the rate of double-time, minimum of two (2) hours' pay.

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

SECTION 4: Auto Glass installers shall, on a voluntary basis, perform work on Saturday and be compensated at the rate of time and one-half (1 1/2) for a minimum of four (4) hours and a maximum of five (5) hours. All time in excess of five (5) hours shall be paid at double-time.

SECTION 5: Inplant Workers shall, on a voluntary basis, perform work on Saturday and be compensated at the rate of time and one-half (1 1/2) for a minimum of four (4) hours and a maximum of eight (8) hours. All time in excess of eight (8) hours shall be paid at double-time.

SECTION 6: With the mutual consent of the Employer and employee and job conditions permitting, the four (4) day week, ten (10) hour day may be worked. On this basis straight-time will be paid. All time in excess of a ten (10) hour day or a four (4) day week will be paid at double-time. It is to be utilized on a weekly basis only, four (4) consecutive days, worked between the hours of 4:00 a.m. and 5:00 p.m.

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

SECTION 7: Employees are entitled to and required to take a lunch break and will not be paid for lunch except with the specific prior approval of the Employer. Employees shall be entitled to two (2) ten-minute breaks per eight (8) hour shift, to be taken in place at the worksite. When pre-arranged by mutual agreement between the Company and the crew, the two (2) ten-minute rest breaks may be combined into a single twenty-minute rest break for the day.

ARTICLE XXII

HAZARD PAY - TOOLS - WORKMANSHIP - WORK CONDITIONS

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

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

apparatus) shall receive twenty percent (20%) per hour over scale for all hours worked regardless of height

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

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

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

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

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

SECTION 4: Certified welders shall receive twenty percent (20%) above the base rate of pay for actual time spent performing welding duties. Welding duties shall be defined as all work necessary to the welding process from the time the welder is being set up until it is put away. Examples include, but are not limited to set-up and clean-up, grinding, cutting, layout and painting.

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

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

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

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

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

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

ARTICLE XXIII LEADMAN

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

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

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

SECTION 2: INPLANT PRODUCTION The Employer must designate one (1) leadman in each department. A leadman shall have the duties of being responsible for that department. See the attached Wage Schedule for leadman scale.

ARTICLE XXIV OTHER GLASS WORKER CLASSIFICATIONS

This ARTICLE shall cover the following classifications:

**Auto-Glass Installers
Residential/Service Glaziers
Mirror Production/Assemblers
Inplant Workers**

SECTION 1: AUTO GLASS INSTALLERS The Auto Glass Installer shall perform the following duties within the Employer's shop or on the customer's premises: cutting, grinding and fabrication of auto glass, removing and installing flat and bent glass in automobiles, trucks and other vehicles; remove, repair and adjust the channels, molding, regulators and/or any other devices that affect the satisfactory installation and operation of auto glass.

The Auto Glass Installers will receive hour for hour pay at the Journeyman Glazier rate on any day in which they perform any general glazing work, with a minimum of one (1) hour for each hour or fraction thereof.

The wage scale for Auto Glass Installers effective July 1, 2022, shall be the Residential/Service Glazier rate as shown on the attached Wage Schedule.

SECTION 2: RESIDENTIAL/SERVICE GLAZIERS Duties of the Residential/Service Glaziers shall be limited to the installation or replacement of glass or glass substitutes in all residential work. Specifically excluded is all work on commercial type buildings, with the exception of apartment and condominium buildings for post-development service work. The Residential/Service Glazier will be paid the Residential/Service Glazier scale and can perform the duties of the Auto Glass Installers. The Residential/Service Glaziers may perform general glazing work only after the Employer has made request to the Union for additional manpower and the Union is unable to dispatch available manpower.

The Residential/Service Glaziers will receive hour-for-hour pay at the Journeyman Glazier rate on any day in which they perform any general glazing work, with minimum of one hour for each hour or fraction thereof.

In the event the Employer has not hired a Residential/Service Glazier, a Journeyman Glazier may elect to fill a Residential/Service Glazier position. A General Glazier who has filled a Residential/Service Glazier position will be given the first choice to return to general glazing before the company hires additional General Glaziers. It shall be voluntary for a General Glazier to fill a Residential/Service Glazier position. Any General Glazier declining to fill a Residential/Service Glazier position shall not be discriminated against in any manner.

Any Employer wishing to hire a Residential/Service Glazier or transfer a General Glazier to the Residential/Service Glazier classification must notify the Union in writing prior to hiring or transferring such employee, either in or out of the classification.

The intent of this Section is to re-capture work in the service field. Any Employer who violates these rules shall not be allowed to use this classification. Any dispute arising over the use of Residential/Service Glaziers will be resolved by the Joint Board.

SECTION 3: WAGE RATES FOR RESIDENTIAL/SERVICE APPRENTICES

1 ST 6 MONTH PERIOD	45% OF PREVAILING JOURNEYMAN WAGE
2 ND 6 MONTH PERIOD	60% OF PREVAILING JOURNEYMAN WAGE
3 RD 6 MONTH PERIOD	70% OF PREVAILING JOURNEYMAN WAGE
4 TH 6 MONTH PERIOD	80% OF PREVAILING JOURNEYMAN WAGE
5 TH 6 MONTH PERIOD	90% OF PREVAILING JOURNEYMAN WAGE
6 TH 6 MONTH PERIOD	95% OF PREVAILING JOURNEYMAN WAGE

A Residential/Service Glazier Apprentice must serve at the trade three (3) years before becoming a Residential/Service Journeyman. After one (1) year of Apprenticeship training, a Residential/Service Glazier Apprentice may perform residential/service duties on the customer's premises.

SECTION 4: TOOLS AND WORKMANSHIP All work shall be done in conformity with the specification on the job concerning workmanship. All specialty tools will be furnished by the individual Employer; however, each auto glass employee shall provide himself/herself with and maintain at his/her expense the following minimum set of tools:

TOOL BOX

SIDE CUTTERS

2 PHILLIPS SCREWDRIVERS (LARGE AND SMALL)	DOOR HANDLE CLIP REMOVER
2 SLOT HEAD SCREWDRIVERS (LARGE AND SMALL)	MOLDING CLIP REMOVER
2 HAMMERS, STEEL & PLASTIC	GLASS PLIERS
ALLEN WRENCH SET	SMALL SOCKET SET
HACKSAW	RUBBER INSERT TOOL
1/2", 5/16", 3/8", 7/16" OPEN END WRENCH	12-FOOT STEEL TAPE RULE
	PUTTY KNIFE
	AWL

SECTION 5: MIRROR PRODUCTION/ASSEMBLERS Mirror Production/Assemblers shall perform the following duties: loaders and un-loaders on conveyors and edging machines, belt sanding, washing and tinning, arm blocking, cleaning and drilling holes in sheets, cleaners, mirror mounters. Shops employing less than two (2) Journeyman Glaziers shall not be entitled to utilize this classification.

Nothing in this Agreement shall prevent the Employer from establishing two (2) shifts for Mirror Production/Assemblers and bevelers, either manual or automatic machine work, should sufficient volume of work develop to warrant establishing such shift for at least a two (2) week period and provided no Journeyman shall be permitted to work more than one (1) shift in twenty-four (24) hours. Employees employed on the second shift shall receive eight (8) hours' pay for seven (7) hours' work.

The classification Mirror Production/Assemblers is for "in the shop" operations only, except for making deliveries.

The wage scale for Mirror Production/Assemblers effective July 1, 2022, shall be as shown on the attached Wage Schedule.

SECTION 6: INPLANT WORKERS Inplant workers are those employees employed in the production and manufacture of allied products of the glass and glazing industry, such as sliding glass doors and windows, fixed glass panels, glass louver windows and accessories, and the operation of all equipment necessary to the manufacture of these items, including the cutting of glass for these operations, and whose duties are more particularly defined as follows: perform the necessary labors, such as warehousing of doors, windows, sash of all kinds, opening box glass, assembling patio sliding or fixed doors, sliding or fixed windows, sash items, such as storm doors, bathtub enclosures and shower doors, storm sash where the glass installation is one operation to complete the finished product, face putty glazing excepted.

It is understood that the above work is to be utilized only for basic manufacturing, that is when the company is regularly engaged in the manufacture of the above-listed items and where all steps necessary to the manufacture of the above-listed items are performed within the manufacturing facility and result in a finished product, except that patio door component parts may be purchased from any source.

SECTION 7: Entrance doors and door frames and exterior facing panels such as "Lukabond" panel, may be fabricated by Inplant workers where stock length material is cut and fabricated for a complete unit. "KD" kits are to be excluded from this process.

SECTION 8: Inplant workers may fabricate and assemble the following component parts for finished products where glass is part of the operation regardless of whether the components are manufactured in the shop or purchased from outside sources, including the cutting of glass

for these operations: storm doors, bathtub enclosures, shower doors, storm sash, all operations in the manufacturing, framing, fabrication and assembly of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, handling and transportation of these products except that job site distribution will be performed by journeyman glaziers.

SECTION 9: On buildings of one and two stories, Inplant workers may fabricate or assemble component parts for sliding or fixed windows and patio doors, glazing to be performed by journeyman glaziers.

On buildings of three stories or more, Inplant workers may manufacture, fabricate or assemble all material. Distribution at the job site will be performed by journeyman glaziers or apply for distribution by employers' choice. Storefront products are to be excluded from any inplant operation.

SECTION 10: Nothing in this Agreement shall prevent the Employer from establishing three (3) shifts for Inplant employees:

- (1) The first shift shall be eight (8) hours
- (2) The second shift shall be seven and one-half (7 1/2) hours for eight hours' pay with a twenty cent (\$.20) per hour premium for each employee
- (3) The third shift shall be seven (7) hours for eight (8) hours' pay with twenty-five cent (\$.25) per hour premium for each employee

All benefits for any shift work shall be computed and paid on a minimum of eight (8) hours for each employee.

No Journeyman regularly employed in shop work on the effective date of this Agreement shall be laid off for the purposes of replacing such Journeyman with an Inplant Worker, and any Journeyman already receiving more than the minimum set forth herein for his/her classification shall suffer no reduction as a result of this Agreement.

The rates of pay for Inplant Workers, effective July 1, 2022, are set forth on the Wage Schedule. When changing employers, Inplant Workers shall retain their current production classifications and wage rates.

The classification for Inplant Workers is for "in the shop" operations only, except for making deliveries, and are not allowed, at any time, to perform the duties of any other classification in the shop or the field.

SECTION 11: For the purpose of layoff and recall, choice of vacation period and advancement of job classification, length of service shall be a consideration.

SECTION 12: Employers are required to supply and maintain a clean, dry, heated area for Inplant Workers to have scheduled breaks and lunches.

**ARTICLE XXV
DURATION**

This Agreement shall become effective July 1, 2022, and shall remain in effect until July 1, 2025, 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 July 1, 2025, 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 July 1, 2025, or on or after an anniversary in the event of an automatic renewal.

EMPLOYER: **MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.**

SIGNATURE: James Watts, Counsel

Date

UNION: **I.U.P.A.T. DISTRICT COUNCIL NO. 5
GLAZIERS, ARCHITECTURAL METAL & GLASS
WORKERS LOCAL NO. 740**

SIGNATURE: Michael James, Business Representative

Date

Membership List: Benson Industries, Inc.
 Coast Mirror Company
 Culver Glass Company

**GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 740**

LETTER OF UNDERSTANDING

BY AND BETWEEN

MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

AND

I.U.P.A.T. DISTRICT COUNCIL NO. 5

GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL NO. 740

In the event the Employer has commercial remodel work that can only be performed outside of the normal workday, as contained in ARTICLE XXI of this Agreement, the Employer may, upon two-week notification or at the time of bidding the job, whichever occurs first, request the Local No. 740 Executive Board to grant Shift Work for that job only.

The conditions of such Shift Work will be as mutually agreed upon by the Employer and the Union.

EMPLOYER: MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

SIGNATURE: James Watts, Counsel

Date

**UNION: GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL NO. 740**

SIGNATURE: Michael James, Business Representative

Date

**GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 740**

LETTER OF UNDERSTANDING

BY AND BETWEEN

MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

AND

I.U.P.A.T. DISTRICT COUNCIL NO. 5

GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL NO. 740

It is agreed that the contribution rate to the Glazing Industry Fund, as contained in ARTICLE XI, may be changed at any time during the life of this Agreement as directed by the Trustees of the Fund.

EMPLOYER: MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

SIGNATURE: James Watts, Counsel

Date

**UNION: GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL NO. 740**

SIGNATURE: Michael James, Business Representative

Date

**GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL UNION NO. 740**

LETTER OF UNDERSTANDING

BY AND BETWEEN

MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

AND

I.U.P.A.T. DISTRICT COUNCIL NO. 5

GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL NO. 740

The Employer and the Union agree to mutually establish a Joint Productivity Program.

The operation and goals of the Program shall be established by the Joint Productivity
Committee.

EMPLOYER: MT. HOOD GLASS MANAGEMENT ASSOCIATION, INC.

SIGNATURE: James Watts, Counsel

Date

**UNION: GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS
LOCAL NO. 740**

SIGNATURE: Michael James, Business Representative

Date