



COLLECTIVE BARGAINING AGREEMENT

By and Between:

Independent Glazing and Glassworker's Employers of Alaska

and the

International Union of Painters and Allied Trades (IUPAT)

Local Union 1959 of Alaska

January 1, 2012 through November 30, 2016

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A G R E E M E N T

By and Between:

Independent Glazing and Glassworker's Employers of Alaska

and the

**International Union of Painters and Allied Trades (IUPAT) Local Union 1959
of Alaska**

This Agreement is made and entered into this 1st day of January 2012, by and between Independent Glazing and Glassworkers Contractors in the State of Alaska (hereinafter referred to as the "Employer") the International Union of Painters and Allied Trades (IUPAT) Local 1959 of Alaska (hereinafter referred to as the "Union") affiliated with the AFL-CIO.

This Agreement will replace all prior Agreements for Anchorage (south of the 63rd parallel) and Fairbanks (north of the 63rd parallel) with specific variances as stipulated.

This Agreement is entered into with Glazing Employers, as an Individual Contractor/ Employer signatory to a multi-Employer Agreement with Local 1959 as the exclusive bargaining representative.

PURPOSE

The Purpose of this Agreement is to establish harmonious relations and uniform conditions of employment including wages, working conditions, and benefits plus a collaborative program of employee continuing education and upgrade training.

Whereas, the Union and the Employer, in the interest of the general public, desire the maintenance of a sound relationship and industry stability in consummating this Agreement.

Now, therefore, the parties hereto agree as follow:

ARTICLE 1 DURATION / MODIFICATIONS / CHANGES

Section 1.1 This Agreement shall be effective and in full force from January 1, 2012 and shall continue through twelve (12) Midnight November 30, 2016. This Agreement will continue year to year as of 12:01 a.m. December 1, 2016 unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages and/or working terms or conditions.

Section 1.2 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to November 30, 2016 advising that such party desires to revise or change terms or conditions of such Agreements.

Section 1.3 Employer's signatory to this Agreement who do not notify the Local Union of any changes, modifications, or terminations in a timely manner as called for in this section shall be bound by any renewals or extensions of this Agreement.

Section 1.4 Nothing herein shall preclude the parties from making revisions or changes in this Agreement, when requested in writing and by mutual consent of all Signatory Employers and the Signatory Union, at any time during its term.

ARTICLE 2 **LEGALITY**

Section 2.1 If any provision of this Agreement is found not to comply with any applicable Federal, State or local law, including any labor law or wage and hour law, economic condition or found invalid, such provisions of this Agreement shall be immediately open for renegotiation upon written request of the Employer or the Union, but the other provisions of this Agreement shall remain in full force and effect. The respective parties shall be permitted all legal or economic recourse to support their request for necessary revisions if the parties fail to agree thereon.

ARTICLE 3 **EQUAL OPPORTUNITY**

Section 3.1 There shall be no discrimination by the Employer, any individual Employer, or the Union against any employee or applicant for employment by reason of disability, age, sex, race, creed color or national origin, veteran status, medical condition, marital status sexual orientation or pregnancy. It is the intent of the parties to comply with all State, Federal and local laws regarding no discrimination in the workplace. This provision shall apply to all articles found in this Agreement.

ARTICLE 4 **UNION RECOGNITION, RIGHTS, AND RESPONSIBILITIES**

Section 4.1 Recognition - The Employer hereby recognizes IUPAT Local 1959 as the sole and exclusive bargaining representative, within the meaning of 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 request for recognition pursuant to Section 9(a) of the Act, and on the Unions presentation of a clear showing that the majority of 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. From time to time the Employer may request proof cards showing a majority of membership.

Section 4.2 Union Membership - All Employees covered by this Agreement who are members of the Union shall be required by the Employer to maintain their membership as a condition of employment. All Employees who are not members of the Union on the date of the execution date of this Agreement shall on or after the seventh (7th) day following the date of employment are required to become and remain members in good standing of the Union as a condition of employment. This section shall not apply to supervisors, utility workers, or warehousepersons.

Section 4.3 Failure to Join - In the event that an Employee fails to render the administrative fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing to discharge said Employee within two (2) working days. The Employer will follow through on the discharge upon written notification.

ARTICLE 5 **STEWARDS**

Section 5.1 Working job Stewards may be designated on all jobs by the Union. Upon request, the Employer will furnish the Union with written reports of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the employees employed. The Union may, at its option, appoint a working job Steward on any job where its members are employed from among the employees on the job. The Union shall notify the Employer at that time of the identity of the Steward. There may be one (1) Steward per shop. This Steward shall have not less than eighteen (18) months employment within the jurisdiction as a glazier.

Section 5.2 The Shop Steward may converse with any Union member, supervisor or Employer, on a jobsite or shop in carrying out the duties of this position but will not impede or disrupt the normal flow of work.

Section 5.3 The Shop Steward will carry credentials issued such Shop Steward by the Local Union and the Shop Steward's duties will be as follows:

1. To see that the provisions of this Agreement are observed.
2. To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her.
3. To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the job site by any person who is not an IUPAT member.
4. To mentor fellow members concerning the importance of a professional and productive approach to work.

Section 5.4 The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties, without impeding or interrupting the flow of work. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

ARTICLE 6

FUNCTION AND RESPONSIBILITY OF MANAGEMENT

Section 6.1 Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all of its work: hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to the employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participants in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employers and/or contracting entities rules and regulations that do not conflict with this Agreement; require the observance of applicable government regulations and safety standards; maintain reasonable standards of production and quality of work; as declared by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

Section 6.2 The Employer shall have full freedom of selectivity in hiring and placement, subject to any prior work history with the Employer. The Employer shall have full freedom of selectivity in hiring of foremen only regardless of prior work history with the Employer.

Section 6.3 It is the intention of the parties that all work in the industry covered by this Agreement shall be done pursuant to the provisions of this Agreement for further purpose of uniformity of wages, hours working conditions and training of all Employees working in the industry for the area covered in this Agreement.

Section 6.4 For the purpose of enhanced productivity and growth of the business and industry, each company will allow glazing work to be handled by one Owner. The Owner will not take the place of an Employee currently working on a particular project or jobsite.

Section 6.5 Shop Identification Card

A. Definition of Glazing Employer: The identification of a Glazing Employer is: "One who has an established place of business with a business telephone, a truck bearing the company name and proper equipment, who furnishes the labor and/or materials and payroll as an Employer or Sub Contractor in performing work within the glazing jurisdiction, who has suitable background in the glazing industry, or who has a Superintendent having suitable background in the glazing industry and who if working with the tools employs at least one (1) Journeyperson when the individual working Employer's hours exceed fifty (50) hours per week.

B. Upon request of the Local Union every Employer, must show registration as an Employer to the designated representative of the Local Union by completing a form, submitted by the Union, providing the following information:

- | | |
|---|--|
| 1. Firm Name | 6. Certificate of Unemployment Coverage |
| 2. Firm Address, Telephone & Fax Numbers | 7. Workmen Compensation Insurance Coverage |
| 3. Name or Names of Owner or Owners | 8. State of Alaska Business License Number |
| 4. Employers Federal Identification Account Number | 9. Specialty Contractor Business License |
| 5. Certificates of Liability Insurance (showing amount) | 10. State of Alaska Bond and number |

ARTICLE 7 **EFFICIENCY OF OPERATIONS**

Section 7.1 Since achieving greater efficiency in all aspects of the Employers work is deemed appropriate and necessary, the Local 1959 shall encourage employees to perform their duties on behalf of the Employer and accomplish desired results in as efficient and productive a manner as possible. There shall be no restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restriction as to the use of labor saving machinery or devices in any aspect of the work that may be assigned by the Employer.

ARTICLE 8 **AREA OF JURISDICTION**

Section 8.1 The jurisdiction of this Agreement is the entire State of Alaska. The Local Union agrees to deal fairly and equally with all signatory Employers to this Agreement in order to promote uniform and fair conditions in the Glazing and Glasswork Industry.

ARTICLE 9 **SCOPE OF WORK**

Section 9.1 The term "Journeyman Glazier or Glassworker" means a person who has served a bona fide apprenticeship or has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled glaziers or glassworkers work. The term "Apprentice Glazier or Glassworker" means an Employee undergoing a course of training in glaziers and glassworkers work.

Section 9.2 The work of the Journey Glazier and Glassworker shall include (but not necessarily be limited to):

A. The setting, cutting, preparing, handling or removal of art glass, prism glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass and all other types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene and all other types of sealants, all types of glass cements, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, molding, rubber, and all types of mastics in work, iron, aluminum or sheet metal sash, doors, frames, stone, wall cases, show cases, book cases, side-boards, partitions and fixtures. 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 or construction and welding of tubular metals and installations of all architectural design metals and components.

B. The installation of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing material, muntins, fascia trim moulding, porcelain panels, architectural porcelain, plastic panel, skylights, showcase doors and relative materials including those in any or all types of building related to store front and window construction and unitized and prefabricated curtainwall systems.

C. Door and window frame assemblers such as automatic doors and all servicing of automatics, patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, storm sash where the glass becomes an integral part of the finished product including the installation of the above.

D. Bevelers, silverers, scratch polishers, sandblasters, flat glass shell cutting, mitre cutters, engravers, hold drilling, machine operations, belt machines and all machines used in the processing of glass. Automatic beveling, silvering, grinding, polishing, unpacking a racking of glass, packing glass, glass cleaners in shops, mirror cleaners and mirror strippers, all operations in the manufacturing, assembling, framing and fabrication and assembling of all insulation units, mounting of mirrors and the operations of all machines and equipment for these operations.

E. The selecting, cutting preparing, designing, art painting, fused glass, thick fact glass in concrete and cementing of art glass, assembly and installing or removal of all art glass.

F. Engraving, drafting, etching, embossing, designing, sandblasting, shipping, glass bending, glass mosaic worker, cutters of all flat and bent glass, glass shade workers, and glaziers in lead or other glass metals.

G. All Welding associated with the above.

ARTICLE 10 **GENERAL PROVISIONS**

Section 10.1 Subcontracting – An Employer who is party to this Agreement shall make every endeavor to sub-contract no work covered by the terms of this Collective Bargaining Agreement at the job site to any Employer unless said subcontractor agrees in writing to perform said work, subject to all the terms and conditions of this Agreement, including an Agreement to submit work jurisdictional disputes for determination in accordance with the provisions contained herein.

Section 10.2 Subcontracting Work

A. The Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Local Union through the use or devise of another business or corporation which such Employer controls or through the use of devise of a joint venture with another Employer or Contractor for the purpose of affecting lower wages, conditions or benefits. Either party may submit a request for review in writing, if the appearance of this impropriety surfaces.

B. The Employer, party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, will comply with all of the lawful clauses of the Collective bargaining Agreement in effect in said other geographical jurisdiction, including but not limited to the wages, hours, working conditions, benefits and procedure for settlement of disputes. Employees shall comply with all lawful clauses and be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever is more favorable to such Employees. Any Employee from the Employer's home area shall not work any more hours on any job than Employees who are residents of the area and equally qualified to perform the work.

C. When engaged in work outside the geographical jurisdiction of the Agreement, the Employer agrees, subject to their rights to reject any applicant for cause, that not less than 50% (fifty percent) of the workers employed on such work will be residents of the area where the work is performed or who are customarily employed a greater percentage of their time in such areas and further provided that these men are qualified to meet the job requirements.

D. All Employers signatory to this Agreement, when subcontracting work covered by this Agreement, agree that the Employer will be responsible for the work being performed in accordance with the terms of this Agreement.

E. The parties agree that the Employer may subcontract to certain specialty non-signatory subcontractors, when no other Union specialty subcontractors are available to perform the required work. The Union will be contacted when non-signatory work is required in order to complete the work. It is the intent of the Employer and the Union to protect job site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work.

Section 10.3 It is understood that the preparation of materials surfaces is to be performed by Employees covered by this Agreement. Servicing jobs shall be done by Employees covered by this Agreement.

Section 10.4 Moonlighting: No employee covered by this Agreement shall work on his own behalf as a self-employed individual after his regular hours of employment, or on Saturdays, Sundays and Holidays on any work covered by the jurisdiction of this Agreement. Any employee caught moonlighting will be subject to a fine as provided for in the Union bylaws.

ARTICLE 11 **GRIEVENCE PROCEDURES**

Section 11.1 Definitions and Procedure - For the purpose of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation and/or application of the provisions of this Agreement. The Employer and the Union will make every effort to resolve the dispute or controversy in a timely and cost effective manner.

Section 11.2 The grievance will be progressed in the following manner:

A. Within twelve (12) days of alleged violation or incident surfaced, the aggrieved employee or his/her Union representative will meet with the Employer's supervisor and if no resolution is produced from this meeting the supervisor will provide written notice within two (2) days of the meeting.

B. If settlement is not satisfied, within five (5) days of receipt of letter, the Union Representative may progress the grievance to the Employer or designated Employer representative, with written request for meeting advising pertinent information and specific provisions of the Agreement subject to dispute. Within five (5) days of Employer receiving a letter, the parties will convene to place all documents and factual information under scrutiny.

C. The Employer will submit written response to the Union of settlement or rejection within five (5) days of the meeting held between the two representatives.

D. If no settlement or resolution is reached, either party may progress the dispute to arbitration by written notice to the other party within ten (10) days from the date of the above referenced meeting.

E. Arbitration - The parties shall submit request for list of Arbitrators from Federal Mediation Coalition Service (FMCS) or American Arbitration Association and invoke the striking method.

F. The impartial arbitrator shall hold the hearing as soon as practicable, and issue an award which shall be final and binding upon the Union, the Employer and any Employee involved in the grievance or dispute.

G. The Arbitrator shall not have the authority to amend, add to or subtract from the Agreement, but shall have the authority to fashion a remedy.

H. The Union and the Employer equally shall pay the Arbitrator's charges including fee and expenses. The Parties will pay their own expenses for the arbitration including preparation witness fees and Counsel.

I. Matters not presented to the Employer or Union in writing within a period of fifteen (15) working days after the action, lack of action, or condition constituting the basis of the complaint, occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration.

ARTICLE 12 **DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

Section 12.1 The Employer shall have the right to institute, maintain, and require observance of a fair and consistent Drug and Alcohol policy.

A. The parties to this Agreement recognize the need to provided and maintain a drug-free and alcohol-free workplace. Each party agrees that it will comply with any customer mandated substances abuse program.

B. Further, all employees shall be bound, as a condition of employment, by the rules and provisions of any such substances abuse program, as stated in the Employer's company policy and in compliance with State and Federal law, which may include the following types of testing: pre employment, reasonable suspicion, post-incident, and random, where allowed by law.

C. The Apprenticeship program will monitor apprentices for alcohol and substance abuse prior to dispatch to a worksite.

D. In the event of a state or federal fine is submitted to the Employer for specific adverse action conducted by a signatory, found to be in violation of this drug and alcohol policy, the Court may assess shared responsibility for damages and/or penalties charged.

ARTICLE 13 **LABOR-MANAGEMENT COOPERATION COMMITTEE**

Section 13.1 The parties agree to mutually support the formation of a Labor-Management Cooperation Committee to improve labor relations, safety, worker qualifications, and to prevent disputes. Both parties will provide no less than two representatives to serve on a joint committee that will meet no less than twice each year.

ARTICLE 14 **TRANSPORTATION AND TRAVEL TIME**

Section 14.1 There is hereby established a free travel zone to include 55 (fifty-five) road miles from the Local Union Hall nearest to the employees primary residence (either Anchorage or Fairbanks) to the jobsite.

Section 14.2 When the Employee does not work during any part of the day in which such Employee travels beyond the free travel zone, then all time required for said travel shall be paid at the straight-time rate of pay and shall not exceed eight (8) hours in any one day nor be less than four (4) hours in any one day.

Section 14.3 Employees will not be required to use personal vehicle for transporting crews, tools or equipment to a job site.

ARTICLE 15 **HOURS OF WORK**

Section 15.1 The work day shall consist of eight (8) hours, between 6:00am to 6:00pm at the straight time rate.

Section 15.2 The work week shall consist of five (5) days, Monday through Friday inclusive. Saturdays can be paid at regular-time as a voluntary make up day if an employee has not worked forty (40) hours during the week. If an employee was directed by the Employer to stay home on a regular work day during the regular work week then Saturday shall be paid at a rate of time and one half the regular rate of pay. In a recognized holiday week then Saturday shall be paid at a rate of time and one half the regular rate of pay. If an employee is dispatched Tuesday through Friday then Saturday shall be paid at a rate of time and one half the regular rate of pay of the same week.

Section 15.3 All work in excess of eight (8) hours a day and/or forty (40) hours a week shall be considered overtime and be paid at the rate of time and one-half of the base wages. Agreed upon four day ten hour shifts shall conform to all current State of Alaska law regarding such.

Section 15.4 Employees reporting for work and not put to work (weather permitting) shall receive **three (3) hours pay** at the regular rate of pay unless notified not to report to work at the end of the previous shift or two (2) hours prior to the start of a shift. Employees who do not provide the Employer with a reasonable means of contacting them (contact telephone number) shall not be entitled to show-up pay. No show-up pay shall be paid if the Employer is unable by any reasonable means to notify the Employee.

Section 15.5 On any particular job when it is agreeable with the Employer signatory to this Agreement and all current State of Alaska law regarding four day ten hour shifts is followed, employees may be worked ten (10) hours per day, four (4) consecutive days within the normal work week at straight time. All hours over ten (10) hours per day and over forty (40) hours per week shall be paid for at the appropriate rate as called for in this Agreement.

Section 15.6 Where an employee leaves of his/her own volition, or is discharged for just cause, the employee will be paid only for hours worked.

Section 15.7 Employees will not be permitted to begin work before actual start of a shift, foreman excepted.

Section 15.8 Personal preparation for work before starting time and cleanup after quitting time shall not be a part of the eight (8) hours constituting a day's work. This Section shall not apply to the loading or unloading of trucks or tools or pick up at the end of the shift.

Section 15.9 All Employees working a minimum eight-hour shift shall be allowed a ten (10) minute coffee break during the morning segment and when working more than eight hours in a shift, a ten (10) minute afternoon break.

Section 15.10 Workers referred to the Employer's job site or shop arriving in an unfit condition for work, without proper tools, referrals, not ready to work, not otherwise qualified, or the requesting Employer has notified the Local Union in writing of ineligibility for re-hire, shall not be entitled to show-up time, travel, subsistence, or any other form of compensation by the Employer.

Section 15.11 All Employees laid off or terminated shall be given the appropriate slip indicating the proper reason for the termination/lay off with the employees' final check. The Employer will note any unsatisfactory work performance with final check. The Union will provide all Employers adequate copies of the "Layoff/Termination Slip" for appropriate handling. The Union will maintain a copy in the Employee's Union work file and subject to review by the Employer.

ARTICLE 16 **HOLIDAYS**

Section 16.1 Holidays shall conform to those established in this Agreement. When a holiday falls on a Sunday the Monday following shall be the recognized holiday. When a holiday falls on a Saturday the Friday preceding shall be the recognized holiday. When work is done on a holiday, wages shall be computed at two (2) times the regular rate of pay. Sundays are considered holidays and the rate of pay shall be at the double-time rate.

A. Recognized unpaid holidays shall be as follows statewide (except as outlined in B of this section):

New Year's Day - President's Day - Independence Day - Labor Day
Veterans Day - Thanksgiving Day - Memorial Day - Christmas Day

B. North of the 63rd Parallel only: Any employee working above the 63rd parallel shall have *Labor Day* as a recognized paid holiday, when not worked, and is to be paid at the straight time rate for eight (8) hours.

ARTICLE 17 **PAYMENT OF WAGES**

Section 17.1 The Employer agrees to maintain a weekly payday and such day will be known to the Local Union. Changes in the day may take place, but the Local Union must be notified one (1) week prior to such change.

Section 17.2 It is agreed that the Employees will be paid on a stated payday within the working hours of the last shift.

Section 17.3 No payday will be later than Friday of any week. In no case may the Employer hold back wages exceeding one (1) week's pay. In the event of an extraordinary situation in processing payroll, the Union and Employer shall convene to address this one time situation and the proper recourse.

Section 17.4 Where, through the negligence of the Employer, the employee does not receive wages due him/her, the Employer will be liable for wages for the time that the Employee waits for earned pay. Not to exceed 8 hours per day.

Section 17.5 When working employees out-of-area, the Employer will mail the employees check on the regular company payday to be received within five (5) days. The employee will be responsible to provide a current mailing address to Employer.

Section 17.6 The Employee shall not be required to go to any shop or office outside the jobsite to pick up this paycheck, unless he/she is on company time.

Section 17.7 For any employee failing to be available on the jobsite on the designated payday, no penalty or waiting time pay will be allowed.

Section 17.8 When failure of the Employer to pay the employees at the stipulated quitting time all waiting time shall accrue at the rate of straight time of the employee's current wage rate, not to exceed eight (8) hours in each twenty-four (24) hour period. Members must report to the Local Union Representative all claims for waiting time no later than 5:00 p.m. of the following workday after said wages are due and payable.

Section 17.9 It is understood: Delay occasioned by weather, accidents, or direct deposits due to bank error beyond the control of the Employer shall not be considered as a violation of this Section.

Section 17.10 In the event the Employee is fired for cause or quits, current Alaska State law will be adhered to in regard to payment of wages.

Section 17.11 When an employee is transported to an out-of-area jobsite, requiring overnight stay, the Employer will guarantee a minimum of (40) forty hours for the work week.

Section 17.12 For an employee working on a job requiring overnight stay current OSHA Standards for Temporary Labor Camps found in Section 1910.142 of the OSHA Standards shall be followed.

A. If lodging only is provided then a flat rate of forty-two (\$42.00) dollars per day per diem shall be paid.

Section 17.13 When engaged in work involving a composite crew the Employers agree that all employees will be entitled to the wages and conditions under the current Glazing Contract at a minimum.

Section 17.14 In the event that an employee is ordered by the Employer to stand by in preparation to depart, or be available for departure to a job, the Employee will be paid at the regular hourly rate of wages for eight (8) hours of each day of waiting.

Section 17.15 In the event of termination for gross misconduct, the terminated person will be transported to point of hire at the earliest opportunity but no penalty or waiting time will be paid.

Section 17.16 Wages for stand-by time shall start as of the date stated on the Union dispatch slip.

Section 17.17 The hourly minimum rate of wages for all Journeyperson Glaziers and Glassworkers working in the State of Alaska shall be paid in accordance with Local 1959's latest wage allocation addendum (Schedule A), which shall be attached to this Agreement.

A. Shop Foreperson: 15% above Journey Scale

B. Job Foreperson: 10% above Journey Scale

Section 17.18 High Pay - A one-dollar (\$1.00) hourly premium will be paid each employee for actual hours worked, where fall protection is required over (12) twelve feet.

Section 17.19 Apprentice Wage Rate Percentages

0 - 1,000	hours	55%
1,001 - 2,000	hours	60%
2,001 - 3,000	hours	70%
3,001 - 4,000	hours	80%
4,001 - 5,000	hours	85%
5,001 - 6,000	hours	90%
Thereafter		100%

ARTICLE 18
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Section 18.1 Every Employer signatory to this Agreement hereby agrees to deduct from the overall salary package (or "total package"), of employees covered under this Agreement and employed by the Employer during the term of this Agreement, benefits as listed herein and to deduct from the employee's wages administrative dues. All monies will be paid to the designated Third Party Administrator or to the Union as prescribed by the Union in written notification.

Section 18.2 It is understood that the Employer total package will be negotiated herein, and the Employee allocation for each deduction may be amended to meet current needs but the total package, as negotiated by the parties, shall remain constant.

Section 18.3 Health and Welfare Fund - Health and Welfare -The Employer and Union recognize the established health-medical-hospitalization trust fund hereinafter referred to as Employee Painters Trust. All signatories to this Agreement are bound to the terms of the Agreement and declaration of trust and any amendments and any rules adopted pursuant thereto.

Section 18.4 Administrative Fund - The Employer agrees to deduct from each Employee's earnings an amount as designated by the Union bylaws from the gross wages earned by each employee covered by this Agreement and remit deducted monies to the Local Union's Administrative fund upon receipt of authorization from Employee.

Section 18.5 Pension Fund - The Employer recognizes and will make timely payments to the IUPAT Union and Industry National Pension Fund. The Pension Plan adopted by the Trustees of the IUPAT Union and Industry National Pension Fund shall at all time conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry National Pension Fund as a deduction for income purposes.

Section 18.6 Apprenticeship and Training Fund - The Employer agrees to contribute seventy-five cents (\$0.75) to the Joint Apprenticeship and Training Trust Fund for each actual hour worked by each Employee covered by this Agreement.

Section 18.7 Employer contributions commencing with the 1st day of January 2012 and continuing through the duration of this Agreement shall be made to the following funds as prescribed by the Union:

International Union Funds:

International Pension	See Current Allocation Addendum
Labor Management Co-Op Fund	See Current Allocation Addendum
Voluntary PAC	See Current Allocation Addendum
Finishing Trades Institute (FTI)	See Current Allocation Addendum

Local Union Funds:

Local Annuity	See Current Allocation Addendum
Health & Welfare	See Current Allocation Addendum
Apprenticeship and Training Fund	\$0.75
Organizing Fund	\$0.25
Dues check off (From gross wages)	4.25%

It is understood the PAC contribution is voluntary with written verification provided by the Employee to the Union).

Section 18.9 Employer Compliance - All Employers signed in this Agreement shall comply with timely remittance of all contributions. If any Employer falls to make contributions to the fund within twenty days (20) after the date required by the trustees, the Union shall have the right to take any and all appropriate action and necessary steps for full compliance.

Section 18.10 The membership of IUPAT Local 1959 shall vote on the allocation of contributions from the annual upward adjustment of wages, prior to the scheduled effective date stated in the Agreement. All Signatory Employers will be notified fourteen (14) days prior to any revisions or adjustments in the wage allocation.

Section 18.11 Administrative Dues - The Union will notify the Employer in writing of the amount of administrative dues as specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable by-law provision.

Section 18.12 Local 1959 shall furnish each Employer with standard remittance forms upon which the Employer shall properly record each Employee's accrued hours each month. Remittance shall be made each month, and by the tenth (10th) day of each month. Any delinquent remittance form is subject to a penalty assessment not to exceed (20) percent of amount in the remittance.

Section 18.13 Trust Agreements

A. The Parties hereto agree to be bound by the terms and provisions of the Employee Painters Trust Agreement as listed on the date of this Agreement and hereafter amended. In the event of any dispute as to the language and meaning between the Trust Agreements and this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail.

B. The Trust Agreements of each of the Trust Funds are in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements, which are duly adopted after the date of this Agreement, shall be incorporated herein and made a part of this Agreement. The Employer will be advised by the Union of any proposed amendments submitted by the Union. Should any Trust Funds merge with or into another jointly administered Trust Fund or Funds, then the Trust Agreement resulting from that merger shall be automatically incorporated herein and made a part of this Agreement. The Employer shall be advised, through the Trustees, of any conflict in language with the resulting Trust Agreement.

C. The Parties shall be bound by any merger of Trust Agreements, providing the Employer is sufficiently notified of a mergers, amendments, or revisions of the Trust Agreement prior to the change in Trust Documents or any change in Third Party Administrators.

D. The Employer will be represented by the Management Trustees of each Trust and authorize and comply with the measures adopted by the designated Trustees. The Management Trustees on each and every Trust shall establish and maintain a channel of communication with all Signatory Alaska Employers, advising of pertinent issues and results of meetings held as a Trustee.

ARTICLE 19 JOURNEYPERSON CONTINUING EDUCATION

Section 19.1 Local 1959 shall implement an on-going journeyperson upgrade education and training program, in addition to the Apprenticeship program, for all qualified glazing employees covered by this Agreement. The training offered will include, but not be limited to, OSHA 10 and related OSHA programs, other safety training, first aid and CPR certification, and specialized product training.

Section 19.2 Refresher programs will be available upon review of glazing work deemed sub-standard (and after the Employer and Employee have conducted a pro-active dialogue). The Employer may recommend a specific refresher or continuing education/training course for the journeyperson responsible for work that has been deemed sub-standard.

Section 19.3 The Union and Employers will collaborate on a joint upgrade and safety program, for all glazing employees. The program will be voluntary and established to recognize employee accomplishments and upgrades. LMCI funds may be requested to initiate the upgrade and safety program.

ARTICLE 20
APPRENTICES

Section 20.1 It is understood and agreed that the Employers signatory to this Agreement and the Local Union will cooperate in the maintenance of an Apprenticeship Training Program to be operated according to and under the standards of the Bureau of Apprenticeship, United States Department of Labor. The local administration of such Apprenticeship Training Program shall be under the direction of the Joint Apprenticeship Committee. The number of Apprentices may be kept within a ratio to the number of regularly employed Journeypersons and shall not exceed the following:

JOURNEYPERSON	APPRENTICES
1	1

Section 20.2 No Apprentice shall be allowed to work without a Journeyperson on any job until such Apprentice has completed 2000 (two thousand) hours of work. In such instances and in order to develop a further self-reliance and confidence the 2000 (two thousand) hour plus Apprentice may be assigned minor responsibilities such as small hack-outs, residential windowpane installation, patio door adjustments, tub enclosure work etc.

Section 20.3 No Apprentice shall be permitted to act as Foreperson or Steward.

Section 20.4 No apprentice shall be permitted to work overtime unless Journeyman on the same job also works overtime.

Section 20.5 A newly indentured Apprentice may be hired on a one thousand (1,000) hour probationary period.

Section 20.6 Indenturing of Apprentices shall be the responsibility of the J.A.T.C. Monitoring of the Apprentice on job training shall be responsibility of the Employer, the Local Union and J.A.T.C.

Section 20.7 Failure of an Apprentice to attend duly established apprentice training classes may be just cause for discharge. The Employer shall not prevent or restrict the Apprentice from attending scheduled classes. Compulsory class attendance is one hundred forty-four (144) hours per year.

Section 20.8 All Apprentices shall be required to keep a daily log of types of work done in the daily work assignments. The same shall be done by the supervisor and made available for J.A.T.C review.

ARTICLE 21
DISPATCHING EMPLOYEES

Section 21.1 In the employment of qualified Glaziers for all work covered in this Agreement, the following provisions shall govern:

A. The Local Union shall establish and maintain an open and non-discriminatory employment list of Journeypersons and Apprentices who are ready and available for work. The list will reflect workers who make application for a place on the list and maintain membership with the Local Union.

B. Whenever desiring to employ workers the Employer shall call upon the Local Union or it's Representative for any such workers as they may from time to time need and the Local Union shall immediately furnish the Employer the required number of workers needed by the Employer.

C. If Local 1959 cannot supply the Employer with the necessary qualified workers requested, then the Employer may procure hands from any other source or sources. If, however, a qualified member of Local 1959 becomes available while the non-member is still employed, then the Employer must employ the Local 1959 qualified member within five (5) working days of availability so as not to interrupt the flow of the specific job requirements.

D. The Local Union or its Representative will furnish each such required workers entered on said list to the Employer by use of a written referral which shall be given by the Local Union to the employee dispatched and will furnish such work from the Local Union's work list.

E. Reasonable advance notice will be given by the Employer to the Local Union or it's Representative upon ordering such workers and in the event that within forty-eight (48) hours after such notice the Local Union or its Representative has not furnished such workers the Employer may procure workers from any other source or sources.

F. If workers are employed pursuant to item (D) of this section, the Employer shall send same to the Local Union Hall for dispatch and clearance prior to the Employee commencing work unless in the case of an emergency and if it is mutually agreed by the Local Union and the Employer the dispatch may be issued at a later time.

G. Open work call for members and non-members of Local 1959 will be by telephone between the hours of 8:00 a.m. and 10:00 a.m., Monday through Friday. Request calls may be made between 8:00 a.m. and 5:00 p.m., Monday through Friday.

H. In the event that an employee fails to pay Union Membership Dues and is dropped from the Union, said employee will be terminated by the Employer and returned to the point of hire within seven (7) days of receipt of notice from the Union.

Section 21.2 An employee of the Employer for a period of seven (7) days continuously or accumulatively and procured in accordance with this Agreement shall, as a condition of employment, become a member of Local Union 1959.

Upon request of the Local Union each Employer signatory hereto shall furnish the Local Union with information regarding each job performed as follows:

- A. Location of work.
- B. Nature of work.
- C. Approximate starting date.

ARTICLE 22
TOOLS

Section 22.1 Employers shall furnish all power tools, drill bits, counter sinks, taps, dies, files, hacksaw blades, extension cords, glass cutters and specialty tools.

Section 22.2 Each Employee shall be required to furnish a toolbox and the necessary hand tools to perform the work of the job.

Section 22.3 Each Journeyman Glazier shall provide personally and maintain the following minimum set of tools:

12" combination square	Jimmy Bar	Regular pliers
25 ft. tape measure	Kneepads	Slot screwdriver
8"adjustable crescent wrench	Multi tip screwdriver	Small socket set
Allen wrench set	Nail set/center punch	Straight putty knife
Awl	Phillips screwdriver	Tin snips
Bent putty knife	Plate pliers	Tool bags
Bevel Square	Plumb bob 28oz+	Tool Box
Chalk line	Pocket Knife	Torpedo level
Diagonal pliers	Open-end vise grips pliers	Wood chisel
Hacksaw frame	Razor knife	Work boots (leather/steel toe)
Hammer		

ARTICLE 23
PREFERENTIAL HIRE

Section 23.1 Preferential Hire

A. Preferential hire pursuant to the provisions found in Article 14 of this Agreement shall be given to residents of the area in which the work is being performed.

B. A bona fide resident of the State of Alaska means a person who:

1. Except for brief intervals of military service has been physically present in said area for a period of one (1) year immediately prior to the time he/she enters into a contract of employment and;
2. Maintains a place of residency within said area and;
3. Has established residency for voting purposes within said area and;

4. Has not within the period of required residency, claimed residency in another area or State and;
5. Shows by all attending circumstances that his/her intent is to make the area the permanent residence.

Section 23.2 In the event a qualified Union Glazier with a prior working history, resides in a specific location outside of the (55) fifty-five mile travel area, the Employer maintains the option of hiring the local resident (within 55 miles of job site) without regard to the travel and lodging provisions.

ARTICLE 24 **FOREPERSON**

Section 24.1 Shop Foreperson will be specifically designated by the Employer for all shops with four (4) or more Employees and the Local Union shall be notified. The Shop Foreperson will serve as Foreperson on all jobsites within the travel area unless otherwise specified below. Shop Foreperson must be a Union member. Owners or owners' representatives are also allowed to communicate direction to all members.

Section 24.2 Job sites within the free travel zone with two hundred (200) man-hours or more in duration and have three (3) men will have a Foreperson onsite.

Section 24.3 Remote job sites requiring two (2) or more employees shall have a Foreperson. A remote job site shall be defined as any job requiring the Employees to remain overnight.

ARTICLE 25 **SAFETY AND SANITATION**

Section 25.1 It is agreed that the Employer will at all time maintain the highest possible safety and sanitary measures and conditions on the job and shall be governed by the existing Alaska State and Federal Safety Regulations. The Employer further agrees to provide for the Employee a shelter in which to eat lunch and hang personal clothing.

Section 25.2 Employee is not required to work with unsafe equipment or where adequate safeguards are not provided. Subsequent to the alleged violation the situation is subject to the grievance process.

Section 25.3 When required pursuant this Agreement, transportation shall be furnished or arranged for by the Employer, and all workers shall be fully covered by liability insurance. Transportation shall be safe and lawful and the Employee shall be seated in reasonable comfort and protected from the elements. Vehicle must be heated.

ARTICLE 26
WAGE SCHEDULE

Section 26.1 Future upward pay adjustments are as follows:

<u>2012</u>		
01/01/2012	04/01/2012*	07/01/2012
\$0.70	\$0.70*	\$0.70
*Into the Local Annuity North of the 63 rd parallel only		

<u>2013</u>	
<u>01/01/2013</u>	<u>07/01/2013</u>
\$0.70	\$0.70

<u>2014</u>	
01/01/2014	07/01/2014
\$0.70	\$0.70

<u>2015</u>	
01/01/2015	07/01/2015
\$0.70	\$0.70

<u>2016</u>	
01/01/2016	07/01/2016
\$0.70	\$0.70

The current wage schedule and corresponding upward adjustments, as consummated by the parties, shall be specified in the current Allocation Addendum (Schedule A) for this Agreement.

Section 26.2 Any and all contributions deducted by the employer shall also be specified in the current Allocation Addendum of this Agreement.

Section 26.3 Any and all requested and or required revisions to the contributions found in the current Allocation Addendum will be forwarded in writing to all signatory Employers no less than forty-five (45) days before the effective date for the change. If necessary, justification for revision will be addressed.

Section 26.4 Any union member working *and living* in one area must take the appropriate benefit package for that area. A member can only choose their package when *traveling* north or south of the 63rd parallel for work.

ARTICLE 27
STRIKES - LOCKOUTS

Section 27.1 During the life of this Agreement, there shall be no stoppage of work or strikes permissible, except for reasons listed in Article XI Grievance Process.

Section 27.2 Employers agree that their Employees shall not be required, under penalty of discharge of any kind, to walk through or cross in any manner any picket line sanctioned and authorized by the Local Union.

Section 27.3 There shall be no strike or lock-out permitted where a case is pending through this grievance process with the following two exceptions:

A. Failure to pay wages and benefits when due subsistence as defined in this Agreement or to make proper remittance to the Trust Funds as set forth in this Agreement which are due on or before the tenth (10th) day or each and every month and not later than the twentieth (20th) day of every month.

B. Violations of the Protection of Union Rights where the Employer has refused to handle the matter in the grievance process.

ARTICLE 28
AUTHORITY TO EXECUTE

Section 28.1 The undersigned Employer warrants asserts and agrees that this document is executed by him/her to represent their firm. Each Employer will affix their signature as an independent Employer.

Section 28.2 The undersigned Union representative warrants, asserts and agrees that this document is executed by and in representation of IUPAT Local 1959.

Section 28.3 This Agreement will be in multiple copies for signatures by the respective independent Employers, it is understood the individual copies will be culminated into one Agreement serving as the original.

Section 28.4 The parties with signatures affixed are cognizant of the provisions found in Articles I and II if significant conditions dictate certain revisions or amendments.

This Agreement shall become effective as of January 1, 2012 through November 30, 2016.

In Witness whereof, we attach our signatures to this Agreement. This Agreement shall be deemed to be executed when the parties shall have affixed their signatures hereto

EMPLOYER:

IUPAT Local Union 1959 of Alaska:

Employer Signature

Union Signature

Printed Employer Name & Title

Printed Name & Title

Company Name

Union Signature

Address

Printed Name & Title

City, State, Zip Code

Telephone Number

Fax Number

opeiu#8/afl-cio