



**MANUFACTURING  
COLLECTIVE BARGAINING AGREEMENT**

**By and Between:**

***Bucher Glass Inc.***

**and the**

***International Union of Painters and Allied Trades (IUPAT)***

***District Council 5 / Local Union 1959 of Alaska***

**January 1, 2013 through November 30, 2018**

## Table of Contents

		Page
	Purpose	1
Article 1	Duration / Modifications / Changes	1
Article 2	Legality	2
Article 3	Equal Opportunity	2
Article 4	Union Recognition, Rights, and Responsibilities	2
Article 5	Stewards	3
Article 6	Function and Responsibility of Management	3
Article 7	Efficiency of Operations	4
Article 8	Scope of Work	5
Article 9	Grievance Procedures	5
Article 10	Drug-Free and Alcohol-Free Workplace	6
Article 11	Hours of Work	6
Article 12	Holidays	8
Article 13	Payment of Wages	8
Article 14	Employer Contributions and Employee Deductions	9
Article 15	Continuing Education	11
Article 16	Dispatching Employees	11
Article 17	Tools	12
Article 18	Safety and Sanitation	12
Article 19	Wage Schedule	13
Article 20	Strikes – Lockouts	13
Article 21	Authority to Execute	14
	Schedule A	15

# AGREEMENT

**By and Between:**

**Bucher Glass Inc.**

**and the**

**International Union of Painters and Allied Trades (IUPAT) District Council 5 /  
Local Union 1959 of Alaska**

This Manufacturing Agreement is made and entered into this 1<sup>st</sup> day of January 2013, by and between Bucher Glass Inc. (hereinafter referred to as the "Employer") and the International Union of Painters and Allied Trades (IUPAT) District Council 5 / Local 1959 of Alaska (hereinafter referred to as the "Union") affiliated with the AFL-CIO.

## **PURPOSE**

The Purpose of this Agreement is to establish harmonious relations and uniform conditions of employment including wages, working conditions, and benefits for the manufacturing of products previously manufactured outside the State of Alaska and/or outside the United States of America, most specifically unitized exterior wall systems and interior demountable wall systems. 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, 2013 and shall continue through twelve (12) Midnight November 30, 2018. This Agreement will continue year to year as of 12:01 AM December 1, 2018 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, 2018 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 the 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 worksites 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 thirtieth (30<sup>th</sup>) 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.

**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 Shop Stewards may be designated by the Union. The Union shall notify the Employer at that time of the identity of the Steward. There may be one (1) Steward per plant per shift. This Steward shall have not less than eighteen (18) months employment as a Manufacturer.

**Section 5.2** The Shop Steward may converse with any Union member, supervisor or Employer, in the plant 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 Shop 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 in the S. 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. Shop 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 Shop Steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace and must immediately report all problems to the Business Representative or Field Representative.

## **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 Shop Identification Card**

**A. Definition of Manufacturing Employer:** One who has an established place of business sufficient in size and containing equipment that is standard in nature for the mass manufacture of products. The Employer must be able to furnish the materials necessary for performing manufacturing of products in the glazing industries. The Employer must be signatory to the current and any successor Alaska Glazing and Glass Agreement between the parties and must employ Journeypersons as defined in that Agreement.

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

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

**Section 7.2** In order to maintain efficiency, a safe work environment and to ensure the proper manufacture of products and materials the Employer will maintain a minimum ratio of one (1) Journeyperson, as defined in the current and any successor Alaska Glazing and Glass Agreement between the parties, to eight (8) Manufacturers within the plant for the purpose of supervision and/or for additional manpower needed for the manufacturing of products and materials. Nothing in this Agreement shall limit the Employer from utilizing additional Journeypersons or Apprentices to perform manufacturing work in the plant. At no time will an Apprentice act in a supervision role.

**ARTICLE 8**  
**SCOPE OF WORK**

**Section 8.1** The scope of work covered by this Agreement shall include all manufacturing of unitized exterior wall systems and interior demountable wall systems by the Employer signatory to this Agreement. This Agreement shall also include the manufacturing of any and all products or materials when the installation of the finished products is performed outside the State of Alaska.

**Section 8.2** The parties agree that in order to maintain plant efficiency it may be necessary to have employees covered under this Agreement manufacture any and all products and materials outside the intent of this Agreement. When practicable the Employer will notify the Union when this type of situation may occur.

**Section 8.3** This Agreement is not intended to replace, change, or eliminate existing positions or employees covered under other Collective Bargaining Agreement between the parties. The Manufacturer classifications are not permitted to perform work at the jobsite or at offsite locations.

**ARTICLE 9**  
**GRIEVANCE PROCEDURES**

**Section 9.1 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 9.2** 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 a request for a list of Arbitrators from Federal Mediation Coalition Service (FMCS) 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 10** **DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

**Section 10.1** 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 Employers 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.** 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 11** **HOURS OF WORK**

**Section 11.1** The work day shall consist of eight (8) hours.

**Section 11.2** 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 a 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 11.3** 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 11.4** 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 11.5** 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 11.6** 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 11.7** Employees will not be permitted to begin work before actual start of a shift, foreman excepted.

**Section 11.8** 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 11.9** 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 11.10** Workers referred to the Employer's plant 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 11.11** 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 12** **HOLIDAYS**

**Section 12.1** 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 item B of this section):

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

## **ARTICLE 13** **PAYMENT OF WAGES**

**Section 13.1** 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 13.2** It is agreed that the Employees will be paid on a stated payday within the working hours of the last shift.

**Section 13.3** 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 13.4** 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 13.5** For any employee failing to be available on the designated payday, no penalty or waiting time pay will be allowed.

**Section 13.6** 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 13.7** 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 13.8** 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 13.9** The hourly minimum rate of wages for all Manufacturer classifications working for the Employer shall be paid in accordance with Local 1959's latest wage allocation addendum (Schedule A), which shall be attached to this Agreement.

**Section 13.10** Classification Progression: Each classification of Manufacturer Fabricator will be for a duration of 1,000 on the job hours, either consecutive or accumulative as follows:

0 - 1,000 hours	Manufacturer 1
1,001 - 2,000 hours	Manufacturer 2
2,001 - 3,000 hours	Manufacturer 3
3,001 - 4,000 hours	Manufacturer 4
4,001 - 5,000 hours	Manufacturer 5
5,001 - 6,000 hours	Manufacturer 6
Thereafter	Master Manufacturer

**ARTICLE 14**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

**Section 14.1** 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 14.2** 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 14.3 Health and Welfare Fund** - 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 14.4 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 14.5** Employer contributions commencing with the 1st day of January 2013 and continuing through the duration of this Agreement shall be made to the following funds as prescribed by the Union:

**International Union Funds:**

Voluntary PAC *See Current Allocation Addendum*

**Local Union Funds:**

Local Annuity *See Current Allocation Addendum*

Health & Welfare *See Current Allocation Addendum*

Apprenticeship and Training Fund \$0.10

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 14.6 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 14.7** 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 14.8 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 14.9** 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 14.10 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 15** **CONTINUING EDUCATION**

**Section 15.1** Local 1959 shall implement an on-going training program for all-employees covered by this Agreement. The training offered will include first aid and CPR certification, forklift and rigging & hoisting training.

## **ARTICLE 16** **DISPATCHING EMPLOYEES**

**Section 16.1** In the employment of workers 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 Manufacturers 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.

**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 16.2** An employee of the Employer for a period of thirty (30) days continuously or accumulatively and procured in accordance with this Agreement shall, as a condition of employment, become a member of Local Union 1959.

## **ARTICLE 17** **TOOLS**

**Section 17.1** Employers shall furnish all power tools, drill bits, counter sinks, taps, dies, files, hacksaw blades, extension cords, glass cutters and specialty tools.

**Section 17.2** Each Employee shall be required to furnish a toolbox and the necessary hand tools to perform the work of the job.

**Section 17.3** Each Manufacturer classification, after completing Manufacturer 3 classification, shall provide personally and maintain the following minimum set of tools:

12" combination square	Open-end vise grips pliers
25 ft. tape measure	Razor knife
8"adjustable crescent wrench	Regular pliers
Bevel Square	Slot screwdriver
Hammer	Small socket set
Jimmy Bar	Straight putty knife
Multi tip screwdriver	Tin snips
Phillips screwdriver	Tool Box
Pocket Knife	Work boots (leather/steel toe)

## **ARTICLE 18** **SAFETY AND SANITATION**

**Section 18.1** It is agreed that the Employer will at all time maintain the highest possible safety and sanitary measures and conditions in the plant 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 18.2** 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 18.3** 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 19**  
**WAGE SCHEDULE**

**Section 19.1** Future upward pay adjustments to Master Manufacturer only, are as follows:

1/1/2015	7/1/2015	1/1/2016	7/1/2016	1/1/2017	7/1/2017	1/1/2018	7/1/2018
\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35

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

**Section 19.3** 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.

**ARTICLE 20**  
**STRIKES - LOCKOUTS**

**Section 20.1** 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 20.2** 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 20.3** 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 21**  
**AUTHORITY TO EXECUTE**

**Section 21.1** 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 21.2** The undersigned Union representative warrants, asserts and agrees that this document is executed by and in representation of IUPAT Local 1959.

**Section 21.3** 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, 2013 and shall expire at twelve (12) midnight on the 30<sup>th</sup> day of November 2018.

IN WITNESS WHEREOF, we attach our signatures to this Agreement. This Agreement shall be deemed to be executed when the parties shall have fixed their signatures hereto.

EMPLOYER:

IUPAT DISTRICT COUNCIL 5 / Local  
Union 1959 of Alaska:

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Union Signature

\_\_\_\_\_  
Employer Name (please print)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contractors Registration Number

*opeiu#8/afl-cio*



**BUCHER GLASS INC. MANUFACTURING  
SCHEDULE "A"**

<u>Classification</u>	<u>Wage</u>	<u>Health &amp; Welfare</u>	<u>Local Annuity</u>	<u>Apprenticeship</u>	<u>Total Package</u>
Master Manufacturer	\$22.90	\$7.25	\$2.75	\$0.10	\$33.00
Manufacturer 6	\$21.90	\$7.25	\$1.75	\$0.10	\$31.00
Manufacturer 5	\$19.90	\$7.25	\$1.75	\$0.10	\$29.00
Manufacturer 4	\$17.90	\$7.25	\$1.75	\$0.10	\$27.00
Manufacturer 3	\$16.90	\$7.25	\$1.75	\$0.10	\$25.00
Manufacturer 2	\$14.90	\$7.25	\$1.75	\$0.10	\$23.00
Manufacturer 1	\$12.90	\$7.25	\$1.75	\$0.10	\$21.00

Voluntary PAC	\$0.05
Dues check off (from gross wages) - all classifications	4.25%

*During the term of this Agreement, any required benefit increases will be applied as a reduction to the hourly wage rate*

*opeiu#8/afl-cio*