

AGREEMENT

By and Between

**FAIRBANKS AREA SHEET METAL WORKERS JOINT
APPRENTICESHIP TRAINING COMMITTEE/JATC**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1496**

Effective: September 1, 2019

To: August 31, 2022

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**FAIRBANKS AREA SHEET METAL WORKERS
JOINT APPRENTICESHIP TRAINING COMMITTEE/JATC
and
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1496**

PREAMBLE

This Agreement is entered into and is effective on this 1st day of September, 2019 between the Fairbanks Area Sheet Metal Workers JATC, referred to hereinafter as the "Employer", and the United Food and Commercial Workers Union Local 1496, affiliated with United Food and Commercial Workers International Union, referred to hereinafter as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties to this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Fairbanks Area Sheet Metal Workers JATC hereby recognizes United Food and Commercial Workers Local 1496 as the sole and exclusive collective bargaining agency for a unit consisting of all employees employed in the Employer's present and future locations, in Fairbanks, Alaska, with respect to rates of pay, hours and other conditions of employment except and excluding supervisory employees within the meaning of the LMRA of 1947, as amended.

ARTICLE II - UNION SECURITY AND DUES CHECK-OFF

2.01 It shall be a condition of employment that all employees covered by this Agreement 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 thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and 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 in the Union.

2.02 For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

ARTICLE III - NOTICE OF NEW HIRES AND TERMINATIONS

3.01 The Employer agrees to request all new hires fill out and sign dues check-off authorization forms, in triplicate, to be supplied by the Union.

3.02 The Union agrees to keep an up-to-date list of unemployed members with an accurate record of their experience, and the Employer agrees to notify the Union of vacancies in positions covered by this Agreement, in order that the unemployed members on the aforementioned list may be provided with a full opportunity to fill each vacancy. The Union will have forty-eight (48) hours to provide the Employer with a prospective employee.

3.03 The Employer agrees, with respect to people hired other than from the Union's list, to request such newly hired employees to report to the Union prior to commencing work. The Union agrees that it will accept all employees of the Employer into membership in the Union on the same terms and conditions generally applicable to other members.

3.04 The Employer shall pay the person so employed during the period said person is not a member of the Union at the regular Union wages provided for in this Agreement and shall in all other respects require said person to work under and live up to all Union rules and regulations covering his or her employment as set forth in this Agreement.

3.05 The Employer shall discharge any employee as to whom the Union, through its representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this section. For the purpose of establishing uniform rules for the application of the Agreement, the parties agree as follows:

- (A) If a newly hired employee fails to apply for Union membership or if an employee fails to comply with the requirements of continued membership as set forth in Section 2.01 above, the Union will serve a letter upon the Employer requesting that such employee be terminated.
- (B) Upon receipt of a letter requesting termination of an employee who has not complied with Article II of this Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he has not complied with the Union membership requirements of Article II of the Agreement prior to the end of his next weekly shift, his employment shall automatically be terminated.

ARTICLE IV - DISCHARGE AND DISCRIMINATION

4.01 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer of his agents stating the true cause of termination. Any changes in the officers of the Union shall not affect the employment status of any bargaining unit member and shall be subject to the above language.

4.02 If any employee is improperly performing his/her duties or has violated company rules, the Employer will give such employee written notification of such deficiencies in the employee's conduct and a copy of such written notice shall be maintained in the employee's personnel file with a copy to the employee and the Union. In the event such employee does not correct said deficiencies and it becomes necessary to discharge such employee, the written notice shall be equivalent of termination notice. Notices and warnings shall become null and void after six months from date of issue. Discharges for insobriety and dishonesty are exempt from this procedure.

4.03 The first thirty (30) days of employment shall be considered a probationary period. Discharges within this period of time shall not be subject to the grievance and arbitration procedure of this Agreement.

4.04 The Employer shall and hereby agrees not to discharge or discriminate against any employee for upholding Union principles, serving on a committee of the Union or any organization affiliated therewith.

4.05 The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and do hereby agree not to discriminate on the basis of race, color, religion, sex, age, or national origin.

ARTICLE V - BASIC DAY AND WEEK - OVERTIME

5.01 **Basic Work Day:** Five (5) hours worked shall constitute a basic day's work.

5.02 **Basic Work Week:** Twenty-five (25) hours shall constitute the basic work week, Monday through Friday.

5.03 **Overtime Pay:** All work performed in excess of eight (8) hours per day or forty (40) hours per week, or on Saturday, shall be paid for at the overtime rate of time and one-half. Any work performed on Sundays shall be performed at the double-time rate of pay.

ARTICLE VI - HOLIDAYS

6.01 The following days shall be recognized and observed by the Employer as holidays:

New Year's Day	Alaska Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

6.01.1 Personal Days: After 5 years of service under this Agreement, employees will accrue (1) Personal Day annually. For each subsequent 5 years of service, employees will accrue 1 additional Personal Day. Example: After 5 years, 1 Personal Day. After 10 years, 2 Personal Days, etc.

6.02 The above-named holidays shall be granted with no deduction in salary and shall be paid on the basis of the number of hours paid in the previous four (4) weeks immediately prior to the week in which the holiday occurs divided by twenty (20) up to a maximum of eight (8) hours. For the purposes of this clause, vacation, sick leave, and holiday hours paid in lieu of actual hours worked will be considered hours paid.

6.03 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday. The holiday shall be observed as controlled by federal legislation.

6.04 If a holiday occurs during an employee's vacation time, the employee shall be paid an additional day's pay or receive an additional day to the regular vacation.

ARTICLE VII - VACATIONS

7.01 Vacation time credits are as follows:

After 1 year of employment - 2 weeks (10) ten work days.

7.01.1 Employees shall accrue 1 (one) additional day of vacation on their 2nd anniversary of employment and for each subsequent year up to a maximum of 4 weeks' vacation earned annually. All vacations scheduled by employees that exceed 2 (two) weeks in duration must be approved in advance by the JATC Coordinator.

7.02 Employees who are terminated for any reason whatsoever shall be entitled to payment of any vacation credits. Employees who are terminated for any reason whatsoever shall receive payment for all vacation credits accrued as provided in Article 7.01.

7.03 A vacation week is defined as seven (7) consecutive days. Vacations are cumulative into a second year but must be scheduled in such second year. Intervening holidays shall be paid for in cash or the employee given an additional day off during his vacation period

7.04 The employee's vacation paycheck shall be accompanied by a statement showing the number of hours paid for, the hourly rate of pay and deductions. Vacation paychecks shall be issued separately and prior to employee's vacations.

7.05 An employee shall not be terminated during his vacation.

ARTICLE VIII - REST PERIODS

8.01 A Daily rest period of fifteen (15) minutes shall be allowed for all employees covered by this Agreement. Rest periods are compensable.

8.02 No rest period shall be scheduled until the employee has worked at least an hour unless necessary to do so for emergency reasons.

ARTICLE IX - JURY DUTY

9.01 After six (6) months of employment, all regularly scheduled employees who are called for required jury duty shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service up to a limit of five (5) hour per day, twenty five (25) hours per week, and a maximum of four (4) weeks per year; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal day. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

ARTICLE X - NO STRIKES OR LOCKOUTS

10.01 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike provided the picket line is approved by Local 1496.

ARTICLE XI - STATE INDUSTRIAL INSURANCE

11.01 All employees shall be covered under Alaska State Workmen's Industrial Accident Compensation.

ARTICLE XII - GENERAL CONDITIONS

12.01 In cases where positions are abolished because of automation or system changes, all possible consideration will be given in transferring employees to a comparable job in employment. Also, every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

12.02 Wage Statements: The Employer agrees to furnish each employee with a weekly, wage statement showing the name of the employee, period covered, total amount of wages paid, and all deductions made.

No deduction of any nature whatsoever shall be made from the wages of members of Local 1496 except those which are now or which may become mandatory by law during the term of this Agreement and such others as may be approved by the Local Union Executive Board.

Upon request, the Employer will provide a list of all employees in the bargaining unit, showing their name, date of hire, hourly rate of pay of a current payroll list or the most recent past payroll list.

12.03 Employee Meetings: Time spent in meetings called by the Employer shall be paid in accordance with straight-time rates. If time spent in meetings and time worked exceeds eight (8) hours per day or forty (40) hours per week, the overtime rate of time and one-half shall apply.

12.04 Split Shift: There shall be no split worked by any employee.

12.05 Polygraph Tests: No employee or applicant for employment covered by this Agreement shall be requested or required to be the subject of a Polygraph (lie detector) test for any reason whatsoever. The Employer agrees to refrain from any action that violates this understanding.

12.06 Union Visits: It is the desire of both the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. The Business Representatives of the Union shall at all times be free to contact members of Local #1496 on Union business.

12.07 Display of Agreement: This Agreement shall be made available to employees at all times that it may be referred to.

12.08 Individual Agreements: The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The Company further agrees that it will not interfere with or attempt to influence the employees against membership in the Union.

ARTICLE XIII - LEAVE OF ABSENCE

13.01 All regular scheduled employees shall be entitled to a leave of absence without pay for the following bona fide reasons:

- (A) Illness or non-occupational injury which requires absence from work;
- (B) Pregnancy;
- (C) Serious illness, injury or death in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.

13.02 Leaves for personal reasons may be granted at the discretion of the Employer to regular employees regardless of length of service and shall not be denied except for sound business reasons.

13.03 Any request for a leave of absence under the terms of Sections A and B shall be in writing and state the following information:

- (A) Reason for such request;
- (B) Date leave is to begin; and
- (C) Date of return to work.

13.04 Any leave of absence, with the exception of Section 13.01 (C) and 13.05, may run to a maximum of six (6) months.

13.05 Leaves due to occupational injuries shall be granted for a period up to twelve (12) consecutive months.

13.06 The employee must be qualified to resume regular duties upon return to work from an approved leave of absence.

- (A) A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished.
- (B) The employee shall then return to the job previously held or to job comparable with regard to rate of pay on the next weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

13.07 Any employee who fails to return to work at the end of a leave of absence shall be subject to termination.

13.08 All leaves of absence shall be verified in writing with a copy of such leave going to the Company, the employee and the Union.

13.09 Women will be granted a leave of absence for pregnancy in accordance with Section 13.01 (B) of this Article. She shall not be required to leave work at the expiration of any arbitrary time period during pregnancy and shall be allowed to work as long as she is capable of performing the duties of her job.

13.10 If requested by the employee, the Employer may allow an additional leave of absence of one (1) week to run consecutively with the employee's scheduled vacation.

13.11 Leave of absence clause shall become effective if funeral leave taken outside Alaska requires more days than provided by this Agreement and proper notification is given to the manager.

ARTICLE XIV - HEALTH AND WELFARE

14.01 The health and welfare program established by the parties to this Agreement is set forth in a separate agreement by and between the Employer and United Food and Commercial Workers Union and the provisions of that separate agreement constitute conditions of eligibility.

14.02 Employees covered under this contract will have the same Health and Welfare coverage, under the same conditions and options, on the same dates as the Anchorage Grocery Employees covered under the Anchorage Grocery Agreement. The Employer agrees to the maintenance of benefits related to Health Care only for the life of this agreement.

14.03 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement which created the Retail Clerks health and Welfare Trust Fund dated February 25, 1965, and all amendments hereto or hereafter made to such Agreement and any successor Trust Agreement. Each employer and the Union also accept as their lawful representatives the Employer Trustees and the Union Trustees presently serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

14.04 For the purpose of this Article, a compensable hour shall be defined as any time for which an employee has received compensation including vacations, holidays, sick leave, jury duty, etc.

14.05 The maximum contribution per month, per member of the bargaining unit is 173 hours. Employers electing to pay on a 4-4-5 weekly accounting system per quarter may do so with a monthly maximum contribution per member of 160-160-200 hours.

4 weeks - 160-hour cap
4 weeks - 160-hour cap
5 weeks - 200-hour cap

14.06 Health and Welfare: Effective January 1, 2019, the Employer shall contribute \$7.26 per compensable hour into the Alaska UFCW Health and Welfare Trust. The Employer agrees to provide additional contributions called for by the trustees of the plan for the duration of this agreement.

+ \$.38 cents per hour	Effective	1/1/2020
+ \$.40 cents per hour	Effective	1/1/2021
+ \$ TBD	Effective	1/1/2022

ARTICLE XV - RETIREMENT PROGRAM

15.01 Effective April 1, 2018, the Employer agrees to contribute \$1.00 (one dollar) per compensable hour into the NW Sheet Metal Workers 401 (k) plan. Employees shall be eligible to make elective contributions to the Northwest Sheet Metal Workers 401 (k) Plan via payroll deductions subject to the rules and requirements of the Northwest Sheet Metal Workers Supplemental Pension Trust Special Agreement between SMART local 23 and the Plan Administrator.

15.02 The contribution per month, per member of the bargaining unit will be paid on all compensable hours.

ARTICLE XVI - SICK LEAVE

16.01 Sick leave with pay shall be granted on the basis of five (5) days per year non-accumulative. Sick leave pay shall be computed on the basis of the employee's average earnings for the previous six (6) months immediately prior to the first day of sick leave. No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of ninety (90) days.

16.02 Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment and surgery, illness, convalescence and pregnancy leave.

16.03 The Employer may require satisfactory evidence of illness or medical examination from the employee.

ARTICLE XVII - RESOLUTION OF DISPUTES

17.01 Preamble: The parties to this agreement, in the interest of resolving all disputes, complaints or grievances in connection with the interpretation or application of the terms of this Agreement and in consideration of the prohibition against strikes, work stoppages or lockouts, have agreed upon the following orderly and peaceful dispute resolution procedures. All arbitrable matters shall be processed through the following dispute resolution procedures without resort to a strike, sit-down, picketing or other work stoppages or lockout. Disputes, complaints or grievances are defined as alleged violations of the terms of this Agreement.

17.02 Representatives: The Employer and the Union shall notify the other in writing of the name, address and phone number of a principal representative, each of whom shall be individual charged with the responsibility of attempting to resolve disputes which have not therefore been resolved at a lower echelon, prior to actual arbitration.

17.03 Informal Dispute Resolution Procedures:

(A) Any employee with a dispute, complaint or grievance shall discuss the matter with his immediate supervisor and attempt to resolve the same informally. In the event that they are unable to resolve the matter, the employee may contact the Union Steward or a Union Business Representative who, along with the employee, may seek to resolve the dispute with the employee's department head and the personnel manager. All disputes and grievances must be brought to the attention of the employee's department head the personnel manager within five (5) working days after the aggrieved party became aware of or, with reasonable care, could have become aware of the situation giving rise to the dispute or grievance.

(B) The Steward or Union Business Representative and the various department heads and the personnel manager shall attempt to resolve all disputes and grievances in the field on an informal basis. In the event that the Steward or Union Business Representative and the department head and personnel manager can not resolve the dispute or grievance within ten (10) working days after the date the dispute or grievance arose or could have arisen, the matter shall be referred by the aggrieved party to his or her principle representative of the responding party.

(C) The Principal Representatives of the parties shall attempt to informally resolve the dispute in good faith. If the principal representative of the parties are unable to resolve the dispute or grievance within fifteen (15) working days after the date the dispute arose or could have arisen, either party shall be entitled to refer the matter to binding arbitration.

17.04 Arbitration Procedure:

(A) **Step One:** If either party elects to submit the matter to arbitration, said party must submit to the other a written description of the dispute signed by the aggrieved employee and setting forth sufficient information for the other party to clearly identify the nature of the dispute, the date of its occurrence, the circumstances out of which it arose, the section or sections of the Agreement alleged to have been violated or relied upon and the corrective action the responding party is requested to take. This must be accomplished within twenty (20) working days after the dispute arose or could have arisen. The principal representative of the responding party must respond in writing setting forth the responding party's position with regard to the dispute or grievance. This must be accomplished within twenty-five (25) working days after the date the dispute arose or could have arisen.

(B) **Step Two:** The principal representatives of the parties shall attempt to mutually agree upon an arbitrator, which agreement must be reached within thirty (30) days after the dispute or grievance arose or could have arisen. Preference shall be given to arbitrators who are residents or the State of Alaska. In the event that the parties are unable to agree upon an acceptable arbitrator within the thirty (30) day period, the aggrieved party shall contact the Seattle office of the American Arbitration Association and request that a list of arbitrators be sent to both the aggrieved party and the responding party. Within ten (10) days after receipt of the list of arbitrators, the principal representative of the parties shall meet and decide by the flip of a coin who shall strike the first name from the list. Thereafter, the parties shall alternately strike names from the list until one (1) arbitrator remains who shall be the arbitrator. In the event that the selected arbitrator is unwilling or unavailable to serve, this procedure shall be repeated with a new list of arbitrators supplied by the American Arbitration Association.

(C) **Step Three:** The arbitration shall be held at a time which is mutually acceptable to the arbitrator and the aggrieved and responding parties. However, the date of the arbitration shall not be more than sixty (60) days after the date the dispute or grievance arose or could have arisen. The arbitrator shall not be authorized to alter, amend or change any of the terms or provisions of this contract. The arbitrator shall not be empowered to decide upon the grievance of more than one (1) employee at a time nor to provide for any retroactive pay past the date when the dispute or grievance arose or could have arisen. The arbitrator's decision shall be rendered in writing as soon as practicable after the date of the arbitration hearing. The expenses incurred with regard to the services of the arbitrator and the American Arbitration Association shall be split equally. Each party shall bear its own costs associated with preparing and presenting its case to the arbitrator. The parties may, by mutual agreement, waive or extend any of the time limits herein set forth. In the event of a failure by a party to meet the time limits set forth herein and in the absence of a waiver of said time limit by the responding party, the party failing to meet the time limit will be deemed to have waived the right to precede further with the dispute or grievance and the dispute will be resolved against the party who failed to meet the time limit. The decision of the arbitrator shall be binding upon the parties hereto.

ARTICLE XVIII - CLASSIFICATION AND MINIMUM RATES OF PAY

18.01 Wage rates shall not be less than as set forth in Appendix A attached hereto as a part of this Agreement and shall be maintained for the life of this Agreement.

18.02 When an employee is transferred from one classification to another it is agreed that the employee shall suffer no reduction in wages, unless otherwise mutually agreed by the employee, Employer and the Union.

18.03 When a job classification is established by the Employer within the bargaining unit for which no rate of pay is provided in said wage schedule, the Employer agrees to meet with the Union upon its request for the purpose of negotiations for a wage rate for such classification.

18.04 If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedures as set forth in the Agreement and the decision resulting therefrom shall be binding upon the parties for the remaining term of this Agreement. The effective rate, when established by arbitration, shall not be earlier or later than the date of the arbitration award.

ARTICLE XIX - SEPARABILITY

19.01 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of conflict with any federal or Alaska state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

19.02 The parties agree that substitute provisions to replace any part of this Agreement invalidated pursuant to the foregoing shall be incorporated into this Agreement within ninety (90) days thereafter.

APPENDIX "A"
WAGES

Current			
<u>Hourly Rate</u>	<u>Effective 9/1/19</u>	<u>Effective 9/1/20</u>	<u>Effective 9/1/21</u>
\$29.56	\$30.06	\$30.56	\$31.06