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Title: **Associated General Contractors of Alaska, Inc. and Alaska State District Council of Laborers, Laborers International Union of North America (LIUNA), AFL-CIO, Locals 341, 942 (2004)**

K#: **8944**

Employer Name: **Associated General Contractors of Alaska, Inc.**

Location: **AK**

Union: **Alaska State District Council of Laborers, Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **341, 942**

SIC: **1540**

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# AGREEMENT

August 1, 2004, - June 30, 2008

By and Between

ASSOCIATED GENERAL CONTRACTORS  
OF ALASKA, INC.

and

ALASKA STATE DISTRICT COUNCIL OF LABORERS  
OF THE LABORERS INTERNATIONAL UNION OF  
NORTH AMERICA AND ITS AFFILIATED LOCAL UNION,  
LABORERS AND HOD CARRIERS LOCAL NO. 341 AND  
LABORERS & HOD CARRIERS LOCAL NO. 942

47 pages

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## **PREAMBLE**

THIS AGREEMENT, between the Associated General Contractors of Alaska, and The Alaska State District Council of Laborers and its affiliated Local Unions, within the legal boundaries of the State of Alaska is a successive principal Agreement of the 2001 - 2004 Agreement and all other prior agreements between the Associated General Contractors of Alaska, Inc., and the aforementioned union.

## **PURPOSES**

It is the purpose of this Agreement to assure a supply of competent and capable employees for the performance of the work undertaken by the Employers, to maintain a continuity of employment to the persons employed, to insure amicable labor management relations, eliminate work stoppage or delays in the prosecution of all work undertaken by the Employer, improve the competitive position of the organized sector of the construction industry and to record the terms of agreement with respect to rates of pay, hours of work and other conditions of employment arrived at through the process of collective bargaining. It is also the intent of this Agreement to recruit, train, and employ members of the minority groups as defined by the Office of Equal Employment Opportunity. The Employers and the Union agree that there will be no unlawful discrimination in hiring, referral, or any aspect of employment. The term "he" used in this Agreement shall also mean "she" and singular usage shall also mean the plural of these items.

**ARTICLE I**  
**Parties and Coverage**

**SECTION 1. Parties.**

The term "Union" shall refer to The Alaska State District Council of Laborers and its affiliated Local Unions. The term "AGC" shall refer to the Associated General Contractors of Alaska. Jurisdiction of Laborers' Local 341: that area of the State of Alaska lying west of longitude 138 degrees west which is closer to Anchorage than to Fairbanks; Jurisdiction of Laborers' Local 942: that area west of longitude 138 degrees west which is closer to Fairbanks than to Anchorage and that area east of longitude 138 degrees west.

**SECTION 2. Union Recognition and Employee Coverage.**

The Employers recognize the Union as the sole and exclusive bargaining representative of all their employees on building, marine, offshore, transmission line and utility right of ways as defined in Article 23 Section 12, heavy and highway construction jobs, who perform work within the jurisdiction of the Union, and this Agreement shall apply to such employees. It is further specifically recognized that this Agreement does not apply to commercial sand and gravel operations or any other construction or non-construction related activity not listed immediately above.

**SECTION 3. Effect of Other Agreements.**

The provisions of this Agreement, agreed upon between the Employer and the appropriate Union(s), shall apply to all work identified in Article I, Section 2. Provisions of national union agreements or specific project agreements, which may conflict or differ with the terms of this Agreement will take precedence.

**SECTION 4. Subcontracting-Uniform Conditions.**

- a) The Employer is entitled to subcontract work on any project or undertaking as determined to be necessary or appropriate.
- b) The Employer agrees to subcontract work covered by this Agreement to subcontractor(s) under contract with the signatory union where such subcontractors are available and where bid(s) by such subcontractors are deemed by the Employer to be competitive.
- c) The Union agrees to allow a subcontractor to be bound by the terms of this Agreement, on that work performed for the Employer on an individual project, without binding the subcontractor to the Agreement on any other work for this Employer or any other Employer.

- d) No provision of this Section or any other Article or addendum to this Agreement shall be construed or applied by any party, person or entity to require the Employer to be responsible under any circumstances for the observance or non-observance of any provisions of this Agreement by any subcontractor utilized by the Employer who agrees to observe the terms of this Agreement (or any portion of this Agreement).

**SECTION 5. Favored Nations.**

If the Union enters into any agreement with any individual Employer or group of employers performing work on any project or any agreement encompassing a geographic area covered by the terms of this Agreement and that agreement provides for more favorable wages, hours, or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantageous terms and conditions for that project or geographic area.

The Union will provide the AGC with a true copy of any agreement signed by any Employer that covers work recognized as field construction work that differs in any material way from the working terms and conditions or wages contained in this Agreement within five (5) calendar days of such signing.

**ARTICLE II**  
**Hiring of Employees**

**SECTION 1. Hiring Hall.**

The Union agrees to maintain a hiring hall and to solicit qualified laborers, both Union and non-Union, in order to fill requisitions for workers. The Employers agree to exclusively use the services of such hiring hall and will call upon the Union to furnish all the qualified laborers required in the classifications herein mentioned, subject to the following terms and conditions.

- a) The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this agreement.

**SECTION 2. Union Notification.**

Whenever the Employers require employees, they shall notify the Union office either in writing or by telephone, stating the location, starting time, anticipated work schedule, approximate duration of the job, the type of work to be performed, and the total number of employees required. The Employers agree that no Employee will be sent initially to any other job site other than the job site the Employee was dispatched to.

**SECTION 3. Selection of Applicants.**

Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

- a) Whenever the word "worker" is used in this Article, it shall mean laborers represented by the union.

**SECTION 4. Employer Rejection of Applicants.**

The Employer retains the right to reject any job applicant referred by the Union, in which event the Union shall refer another applicant. Should an Employer reject an applicant, a legitimate reason shall be given in writing to the Union. After the initial rejection, the Union will have twenty-four (24) hours to refer applicant(s). The time referred in this Article (24 hours) shall start over upon such rejection(s).

**SECTION 5. Drug and Alcohol Screening**

Workers required by the Employer to take a pre-employment drug and alcohol screening will not be on the payroll of the Employer during drug and alcohol screening. If the Employee is put to work while they are awaiting the results they will be paid for time worked. The Employer will pay for all drug and alcohol screening.

**SECTION 6. Violation of Hiring Hall.**

Any alleged violation of this Article may be the subject of a hearing under Article III. In the event the Employer has employed an individual in violation of this Article, the hiring hall committee shall decree that the Employer shall pay to the individual who would have been dispatched to that job, had the collective bargaining procedures of the Agreement been followed, the full amount of wages which said individual has lost, together with the payment into the various fringe benefit trusts on behalf of said individual.

**SECTION 7. Bona fide Residents.**

It is understood that recognition for experience in the construction industry and residency within the geographical jurisdiction of the involved local Union will be recognized.

**SECTION 8. Resident/Remote Area Residents/Discrimination.**

- a) **Resident:** For the purpose of this Agreement, a "bona fide resident within the geographical jurisdiction of the Union" shall mean an individual who has resided continuously for at least twelve (12) months, within the geographical area for which the District Council has craft jurisdiction, as defined by the charter of the Union. A person claiming residency may not claim or maintain a residency outside the geographical jurisdiction of the Union. The criteria for establishing residency shall be determined by the Union.

- b) **Remote Area Residents:** Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the State of Alaska for a period of twelve (12) months, and in the local area for a period of twelve (12) months prior to the bid award. The Term "local area" shall be defined as within 65 miles of the mid point of the project. Documentary proof of residency must be provided to the local union by the individual. The Union will provide whatever documentation it has to the Employer upon request.
  
- c) **Discrimination:** Employers and the Union agree that there will be no discrimination in hiring or referral of laborers due to their race, creed, color, age, or sex; provided further, that notwithstanding these hiring hall provisions, the Union, when requested by an Employer, shall dispatch to allow an Employer to comply with state or federal affirmative action requirements; any other local, state or federal law; or any reasonable contractual obligation imposed by an Owner

**SECTION 9. Eligibility to Work.**

The Union agrees to post at the hiring halls and to include with the dispatch the requirement to provide appropriate documentation to the Employer of the eligibility to work as required by the Immigration Reform Act of 1987, and that failure to provide appropriate documentation will result in refusal of employment

**SECTION 10. Priority Right.**

Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under various trust plans which accrue to them by virtue of length of employment with Employers party to this and related agreements and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

Priority rights mean the rights accruing to employees, as hereafter provided in this and related agreements, through length of service with Employers party to this Agreement which will entitle the workers to a priority or preference of rehire after termination or lay-off. This priority shall in no way be considered as a right for the purpose of tenure of employment.

All classes of workers shall be hired and/or rehired in accordance with length of service with employers in this and other related collective bargaining units as follows:

**"A" LIST.**

Workers who have been employed by an Employer or Employers under a collective bargaining agreement within the geographical areas of Alaska who are party or parties to this Agreement (and construction related agreements), and who have worked for such Employer or Employers a minimum of 250 hours in five (5) fiscal years out of the previous eight (8) years immediately preceding registration; or those workers who have worked a minimum of 250 hours in four (4) fiscal years out of the previous seven (7) years immediately preceding registration if they have successfully completed a total of 250 hours of training sponsored by the Alaska Laborers' Training Trust Fund.

Upon registration, to remain qualified for the "A" List, an individual must have worked a minimum of 250 hours under this and/or related agreements in the previous three (3) year period.

**"B" LIST.**

Workers who have been employed by an Employer or Employers under a collective bargaining agreement within the geographical areas of Alaska who are party or parties to this Agreement (and construction related agreements), and who have worked for such Employer or Employers a minimum of 250 hours in the twelve (12) month period immediately preceding registration.

Upon registration, to remain qualified for the "B" List, an individual must have worked a minimum of 250 hours under this and/or related agreements in the previous four (4) year period.

**"C" LIST.**

Workers who have at least three (3) years of actual working experience in the construction and related industries. (Proof of work history rests with the individual).

**"D" LIST.**

Other applicant workers who have physically resided in the State of Alaska for twelve (12) consecutive months immediately preceding registration, and who have actual working experience in construction and related industries.

**"E" LIST.**

All other applicant workers for employment.

A roster shall be prepared for preference of rehire by grouping all workers who come within the above classifications and shall utilize the health and welfare and pension records in establishing these accrued rights based on length of employment.

"Employer" under this paragraph means (1) any Employer party to this Agreement, (2) any Employer who adopts or works under this Agreement and contributes to the health and welfare and pension plans, and (3) any Employer who employs workers under the terms of this or of a related agreement and is a contributing Employer within the meaning of the various trust funds.

**SECTION 11. Registration.**

Registration or re-registration of applicants for referral shall be accepted by the Union during its customary hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list an applicant for referral must renew their registration not later than ninety (90) days from the date of their last registration or re-registration. Registration or re-registration and placement on the appropriate list shall be in person except in the case of registrants who are "Residents", as herein defined, of remote areas not connected by maintained public roads to the dispatch halls.

There shall be five (5) groupings of the out-of-work list. All workers shall be registered on the appropriate list. Each applicant for referral shall be required to furnish such data, records, names of employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registrations as shall be submitted to them. Applicants for employment shall also list any special skills they must possess. The registration list described in this OUT-OF-WORK LIST and shall be treated as such by the local union. No individual who is employed in the construction industry (in any trade capacity), within the geographical jurisdiction of the Union or otherwise, whether it be union or non-union shall be allowed to register or reregister on any list. Furthermore, no individual working under a collective bargaining agreement negotiated by an affiliate of the Laborers' International Union shall be allowed to register on the out-of-work list.

For the purposes of this section only, the term "construction industry" shall mean building construction, marine construction, off-shore construction, heavy, highway and utility construction, petroleum industry, including pipeline construction, mining industry (small mining operations excluded), power generation operations, cross country transmission lines, and hotel and catering operations which support construction efforts.

**SECTION 12. Referral Procedures.**

- a) Upon the request of an Employer for workers the Union shall refer qualified registrants to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this or of a related agreement from the list in the following order of referral:

1. Applicants shall be referred from the "A" List in successive order as their names appear on the out-of-work list, and when the "A" List has been exhausted, then
  2. Applicants from the "B" List in successive order as their names appear on the out-of-work list, and when the "B" Resident List is exhausted, then
  3. The applicants from the "C" List and the remaining successive lists in successive order as their names appear on the out-of-work list.
- b) Any applicant who is unqualified for a referral and is rejected by the Employer for that reason shall be registered on the bottom of the appropriate list. After the rejection, the union will have twenty-four (24) hours to refer applicant(s), Saturdays, Sundays and Holidays excepted. The time referred in this Article (24 hours) shall start over upon such rejections. When a worker quits a job of their own volition without good and sufficient cause, he shall be registered at the bottom of the appropriate list. A person discharged on two (2) consecutive instances shall be placed on the bottom of the appropriate out-of-work list.
- c) When a registrant is referred for employment and is actually employed on a job for more than five (5) days, or more than two (2) consecutive jobs of five (5) days or less in a calendar year (defined: 1, January to 31, December), such registrant's name shall be removed from the list. When their employment terminates, he shall be registered at the bottom of the appropriate list on which he is entitled to be registered. A registrant may refuse to be referred to employment in regular order without prejudicing their position on the appropriate list on which he/she is registered.
- d) In the event that the referral facilities maintained by the Union are unable to fill the requisition for any Employer for workers within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants without reference to the referral procedure. In such an event, the Employer will notify the Union of the names and dates of such hiring's within forty-eight (48) hours of such hiring's.

### **SECTION 13. Exceptions to Referral Procedures.**

The referral procedure as contained herein shall be followed except that:

- a) Requests by Employer for key workers to act as General Foremen shall be honored without regard to the requested worker's place on the out-of-work list. General Foremen hired under these provisions shall not be reduced to a lower classification and their employment as a General Foreman shall not qualify them

for a callback under the rehire clause. To qualify as a General Foreman under this Section, the Employee must actually perform the duties of a General Foreman.

- b) Requests for key workers to act as foreman. The Employer shall call the Union giving a description of the type of work, and other qualifications needed for their specific job. Foremen hired under these provisions shall not be reduced to a lower classification and their employment as a foreman shall not qualify them for callback under the rehire clause. The minimum requirements to accept a foreman's call shall be:
  - 1. Have a current first aid card recognized by the State of Alaska Dept. of Labor.
  - 2. Five or more years experience in the construction industry. Three years of which, worked under the Alaska State District Council of Laborers Agreement, or a foreman may be requested if previously employed by the Employer or a joint venture. All other foreman shall be hired in an open request to the Union hall.
- c) The responsibilities of the Foreman or General Foreman shall include, but not be limited to, having authority, in the interest of the Employer, to direct, promote, discharge, or discipline Employees under their supervision, or through the use of independent judgment to recommend such action to management.
- d) Request by the Employer for a particular person previously employed by the Employer or a joint venture of which the Employer was a member and who has been laid off or terminated by the Employer of the joint venture within three (3) years previous to the request shall be honored, and a request for a particular worker who has been laid off or terminated more than three (3) years, but not more than five (5) years prior to the request shall be honored to the extent that one person referred to the Employer by the Union from the out-of-work list shall be employed for every person so requested by name. Job stewards dispatched by the local Union shall not qualify for a callback under the rehire clause. The job steward may be the first person hired and/or dispatched at the union's discretion. The provisions of the Article, Hiring of Workers, will apply separately within the geographical boundaries of the Local Laborers Union involved.
- e) Name requests for persons with bona fide special skills will be honored from the "A" and "B." Lists. Unless approved by the Union, the name requested person must work in the designated classification. Such a decision of the dispatching agent in referring registrants is applicable to the joint hiring Committee as herein provided. Special skills are defined as follows:

- |  |   |
|--|---|
| 1) Asbestos  | 11) High Scaler   |
| 2) Asphalt Raker                                     | 12) Hod Carrier,  |
| 3) Concrete Specialist                               | 13) Miner   |
| 4) Concrete Vibratorman                              | 14) Pipelayer (Includes culvert & Multiplate),                                |
| 5) Cured in Place Pipelayers                         | 15) Powderman,  |
| 6) Driller,  |   |
| 7) Fencing/Guardrail Worker                          |   |
| 8) Formbuilder (for tunnels and pipeline work only), | 16) Scaffold Building and Erecting,   |
| 9) Grade Checker,                                    | 17) Traffic Worksite Supervisor, and  |
| 10) Hazardous Waste,                                 | 18) Such other classifications that may be established by Employer and Union. |

"Open call" requests for workers with special skills and abilities will be dispatched in the order in which their names appear on the out-of-work list.

- f) *Requests by Employers for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this Section shall mean that the individual is an Alaska resident as defined in this Agreement and shall have resided in the area for a period of twelve (12) months immediately prior to the date of the requests. Where Employers engage in a Joint Venture, workers employed by any of the Joint Ventures may be transferred to the job or called for by name if the requirements of paragraphs (a) through (e) above have been met by any of the Joint Ventures.*
- g) *Requests by an Employer for a particular individual with no priority shall be honored without regard to the requested person's place on the out-of-work list, provided said individual shall occupy the status of son or daughter of the Employer's management, or son or daughter of laborers. This clause does not apply to pipeline or pipeline related construction.*

Son and Daughter of management shall be considered at the level of the project superintendent and up.

This provision will only apply for the initial enrollment into the work force.

This provision will only apply when there are more than three (3) laborers on the job; and only one (1) requested per project; in the event that 25 laborers are employed on the project, then a second request shall be allowed.

- h) Where Employers engage in a Joint Venture, workers employed by any of the Joint Ventures may be transferred to the job or called for by name if the requirements of Section 12(b), paragraphs 1, 2 and 12(e) above have been met by any of the Joint Ventures.
- I) A subsidiary corporation or one under the control of another corporation shall be considered the same Employer as the parent controlling corporation for the purpose of transferring workers to or from the parent, subsidiary, or controlled corporation.

**SECTION 14. Board or Court Decisions.**

The above hiring provisions have been entered into in order to comply with the Mountain Pacific Doctrine of the National Labor Relations Board. Upon any Board or Court decision or administrative ruling modifying or changing the Mountain Pacific Doctrine, either party to this Agreement shall have the right to reopen negotiations pertaining to the hiring provisions by giving the other party thirty (30) days written notice. In the event that, as a result of a charge or suit against any party to this Agreement (to include any member of the Associated General Contractors of Alaska, Inc., or any Employer who adopts and works under this Agreement), any section or provision hereof or the entire Agreement shall be declared or held to be invalid or illegal by any authorized Board, or Court, the part, section, provision or the entire Agreement so held or declared invalid or illegal shall require written notice. In the event that, as a result of a charge or suit against any party to this Agreement (to include any member of the Associated General Contractors of Alaska, Inc., or any Employer who adopts and works under this Agreement), any section or provision hereof or the entire Agreement shall be declared or held to be invalid or illegal by any authorized Board or Court, the part, section, provision forthwith cease to be of further force and effect and in such event either party hereto may, upon not less than thirty (30) days written notice to the other, have the right to open negotiations for the substitution of a new Section, Sections or Agreement consistent with the decisions of the Board or Court.

**SECTION 15. General Provisions.**

All Laborers working in tunnels, mines, shafts or raises shall receive rain gear, rubber steel-toe boots, and gloves by the Employer. Only the rain gear shall be returned to the Employer upon the termination of the Employee.

Oil spill clean-up crews shall be furnished rain gear and rubber boots while required to perform this type of work.

Sewage workers: Persons required to work in or with raw sewage shall be provided with rubber boots, rain gear and rubber gloves.

Chuck Tenders shall be employed on each wagon drill, hydraulic drill or air tract-type drill, unless drills are grouped so that tender can service more than one drill.

The Employer agrees that there shall be at least six (6) hours between shifts for Employees. Should Employees not receive six (6) hours off between shifts, such time worked on their new shift shall be paid at the proper overtime rate. (Excepting cat trains, barge work, tide work, shift changes or other mutually agreed condition.)

Precaution shall be taken by both the Employer and the Employees with appropriate certification for toxic material cleanup and asbestos abatement and removal; and to follow the manufactures' directions when using epoxy, fire retardant, urethane, and other resinous materials.

**SECTION 16. Apprenticeship.**

District Council of Laborers and the Associated General Contractors of Alaska have a Joint Apprenticeship Program.

- a) Apprentices' shall be paid on a progressive percentage basis of the prevailing Laborer Group I wage established by local bargaining agreements; and at no time shall the percentage of the apprentice's scale rate be based on any scale less than the full AGC or the appropriate Alaska title 36 wage rates and at no time shall it be mandatory to pay at a rate greater than that specified in the Apprenticeship Agreement. One Apprentice may be employed after three (3) journeymen are on the job, but in no case shall there be less than one Apprentice out of every five (5) journeymen if available.
- b) Apprentices shall acquire A-List status upon successful completion of the combination of 4000 hours of on-the-job training and five hundred and seventy-six (576) hours of classroom training.
- c) Apprentices who are terminated from the program prior to completion, and/or fails to complete the program due to unsatisfactory performance, failure to pass drug or alcohol test, theft, disobeying supervisor's orders, absenteeism or failure to attend classes shall not retain their status with the Local Union based on hours worked through the Apprenticeship program.
- d) It is agreed that this Article may be reopened at any period of this Agreement provided it is mutually agreed that the Laborers apprenticeship Program may be improved. Both parties agree that they will carry out and promulgate the Apprenticeship Program.

**ARTICLE III**  
**Hiring Hall Committee**

**SECTION 1. Creation of Committee.**

As needed, the parties of this Agreement shall create a Joint Hiring Hall Committee, composed of not more than two (2) representatives of the Employer and two (2) representatives of the involved Union.

**SECTION 2. Powers of Committee.**

- a) The Joint Hiring Hall Committee shall be empowered to hear and determine any and all disputes or grievances arising out of 1 ) work referrals, and 2) placement on hiring hall list.
- b) Before any individual(s) may appear before the Committee, they must exhaust the *administrative procedures provided by the Union.*
- c) The committee shall also determine the criteria for establishing residency within the Jurisdiction of the Union.

**SECTION 3. Employer Disputes.**

If an Employer has a dispute concerning the dispatch of an individual, the Employer shall submit that dispute to the Committee for resolution.

In case the Committee deadlocks, the matter shall be referred to an impartial umpire. The impartial umpire shall be designated by mutual agreement of the parties, and if they shall be unable to agree upon the impartial umpire, he/she shall be selected in the manner provided under the disputes provisions of this Agreement. All decisions of the Joint Hiring Hall Committee or the impartial umpire shall be final and binding on all parties concerned.

**ARTICLE IV**  
**Union Security**

**SECTION 1. Union Shop.**

All Employees covered by this Agreement who are members of the Union in good standing on the effective date of this clause shall remain members in good standing. Those who are not members in good standing on the effective date of this clause shall, within fourteen (14) days following the effective date of this clause, become and remain members in good standing in the Union. Employees hired or covered by this Agreement

subsequent to the signing of this Agreement shall be required to become and remain members of the Union in good standing within fourteen (14) days of hire or being covered. All requests by the Union for the dismissal of any Employee for failure to comply with the provisions of this paragraph shall be in writing. The Union agrees to defend any charge or suit made or brought against any Employer as the result of the dismissal or termination of any Employees pursuant to the provisions of this section and to hold the Employer harmless.

**SECTION 2. Checkoff of Dues.**

The Employers agree to deduct from wages of each Employee such amount of the Union dues and/or assessments owing by them to the Union, as may be certified by the Financial Officer of the involved Union, provided the Employee has executed a written assignment calling for such a deduction. If an Employer transfers an Employee to a subsidiary and/or sister company, or if an Employee is transferred by the Employer to a joint venture that is formed by the Employer, it is agreed that for purposes of Union dues and/or assessments, the Employee need not execute a new written assignment calling for such deductions. Consequently, the deductions will continue without interruption and will be forwarded to the Union by the Employer who is then paying the Employee. Such deductions shall be transmitted to the Union within ten (10) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to each Employer by the Union. Each signatory Union shall notify the Employer of the amount to be deducted.

The above deductions shall be made by the Employer so long as such payments are deemed in compliance with applicable law, and the Union agrees to indemnify the Employer for any litigation costs, expenses or liabilities which an Employer may incur from compliance with this provision.

**SECTION 3. Discrimination Forbidden.**

The Contractor shall be the sole judge of a worker's ability, qualifications, competence, and performance. No person shall be discriminated against for upholding lawful Union principles, and any person who serves on a Committee shall not lose his/her position or be discriminated against for this reason.

**SECTION 4. Job Steward.**

A working steward may be appointed by the Union that will represent the Union on the Job at all times, subject to the supervision of the Employer. The Employer shall be Informed of the name of the appointed steward, in writing, and only such steward will be accorded recognition by the Employer. The Job steward shall be the last person terminated, with exception of foremen, provided the Job steward is qualified for the last work available on the Job. The designated Union Representative shall be notified by the Employer prior to a Job steward's termination. The Job steward shall be allowed to discuss and investigate grievances arising under this Agreement with the Job supervisor

during working hours without loss of compensation. All other union business shall be done on off duty time.

**SECTION 5. Discipline.**

The Union shall retain the right to discipline its members at all times.

**ARTICLE V**  
**Grievance Procedure**

**SECTION 1. Grievance Procedure.**

Any grievance, complaint, or dispute (except jurisdictional disputes) arising out of this Agreement involving its interpretation or application shall be considered a grievance and subject to resolution under the following procedures and it is further agreed that until said procedure is exhausted, there shall be no work stoppage or lockout.

- a) The Employees shall report to their job steward, or such other business representative as may be designated by the Union, any grievance, complaint, or dispute that arises between the Employee and Employer or between co-workers . The designated job steward or business representative will attempt to immediately resolve the matter, between the parties on the job.
- b) Failing to agree, the designated Job steward or business representative shall report the matter to the Union, and the business representative shall attempt to settle the matter with an Employer representative.
- c) Should the Union and the Employer have a dispute or complaint with the other party and if after conferring, a settlement is not reached within five (5) working days, the dispute shall proceed to Step d in the same manner as an Employee complaint.
- d) In the event the matter cannot be adjusted by the method set forth above within five (5) working days, the Union will present the matter to the Executive Director of the AGC for adjustment and will reduce the matter to writing if requested.
- e) In the event the matter cannot be adjusted within four (4) working days from the date the grievance, complaint, or dispute is presented by the Union representative to the Executive Director of the AGC, the Union may take the dispute to arbitration as outlined in Section 2. of this Article.

- f) Any dispute that arises between the Employees and the Employer or any complaint or grievance on the part of both or one shall be submitted to the local Union within thirty (30) days of the known date of violation or when Employee could have reasonably become aware of the violation to be eligible to receive the assistance of the local Union.
- g) Times set forth by this Article may be extended by mutual agreement between the parties.
- h) Failure of the Union or the Employer to process a grievance in the time frame stipulated shall constitute abandonment of the grievance. If the grievance is abandoned by either party, then the Union or Employer shall accept the abandoned request or decision as binding. Any abandoned grievance shall not constitute a precedent.

**SECTION 2. Arbitration Committee.**

Should any grievance or complaint arise which cannot be negotiated and settled within the scope of the foregoing paragraphs of this Article, the Employer and the Union agree to submit the matter to the Arbitration Committee to be handled in the following manner:

- a) In the event a grieving party submits a grievance or dispute to arbitration, an Arbitration Committee shall be selected as follows: The Union representative and the Employer shall each name a representative to the Arbitration Committee within two (2) working days. The two (2) individuals so selected will then name a mutually acceptable third member to the Arbitration Committee, who shall act as Chairman. In the event that the first two (2) members of the Arbitration Committee are unable to agree upon a third member within three (3) working days, the parties shall select an arbitrator by the striking method from a permanent list of Alaska arbitrators previously supplied by the American Arbitration Association. This third member will be selected within five (5) working days after the failure to agree on a third member. The Committee will meet within five (5) working days of the appointment of the third member. The Committee will continue in session until a decision has been reached. The Committee will render its decision within five (5) working days upon conclusion of the evidence unless the time is extended by the agreement of both parties.
- b) The decision of the Arbitration Committee will be final and binding upon both parties and shall be complied with within five (5) working days after the decision has been reached unless waived by mutual agreement for extension of time.
- c) Expenses of the independent arbitrator shall be borne equally by both parties.

- d) The Arbitration Committee shall conduct the hearing according to AAA standards and procedures for grievance arbitration. The Arbitration Committee shall have no authority to add to, alter, delete or modify any provisions of this agreement.
- e) Should the party against whom the decision is rendered fail to execute the decision of the Committee within the prescribed time the other party may strike or lock out.

**ARTICLE VI**  
**Jurisdictional Disputes**

**SECTION 1. Jurisdictional Disputes.**

If a jurisdictional dispute arises, it shall first be submitted to the Local Unions involved and the Associated General Contractors of Alaska, Inc., for settlement; then, if no understanding or agreement is reached within forty-eight (48) hours, it shall be referred to the International Representatives of the unions involved and they shall confer with the Associated General Contractors of Alaska, Inc., for settlement. Pending such settlement, the craft performing the work at the time the dispute arises shall continue in such capacity until settlement has been reached as above provided.

Assignment of work shall be governed by the decisions of record, area practice, and existing or prospective International jurisdictional agreements.

The parties to the Agreement agree that they will be Immediately bound by any applicable decision or award by the National Joint Board. Only those Unions signatory with the Employer can file a dispute.

**ARTICLE VII**  
**Subsistence and Quarters,**  
**Travel To and From Point of Pickup**

**SECTION 1. Employer Provided Camp or Suitable Accommodations.**

Unless otherwise agreed with the Union, the Employer shall ensure that the worker who is employed on a project that is 65 miles or more from the U.S. Post Office in either Fairbanks or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. The Union will

be notified of any meals and lodging arrangements before dispatch or at the pre-job conference.

**SECTION 2. Per Diem.**

Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging may be paid at the basic rate of \$75.00 per day or part thereof, the worker is employed on the project. Per diem shall not be allowed on projects West of Livengood on the Elliot Highway, at Mile 0 on the Dalton Highway to the North Slope of Alaska, North of Mile 20 on the Taylor Highway, East of Chicken, Alaska on the Top of the World Highway and South of Tetlin Junction to the Alaska-Canadian Border.

For purposes of this Article, the term "domiciled resident", means a person living within 65 miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project.

**SECTION 3. Employer Provided Board, Lodging or any other Facility not part of Wages.**

Where the Employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as a part of wages, but shall be excluded therefrom.

**SECTION 4. Established Point of Pickup.**

Where there is an established point of pickup, or the Employer deems it necessary to transport an Employee by boat, airplane, or other Employer supplied conveyance, work shall begin at the site of the work unless it takes more than one (1) hour to transport persons, either to or from the pickup point. In that event, round-trip travel time exceeding two (2) hours shall be considered as time worked and compensation computed on the basis of the travel time consumed, going from and returning to the point of pickup. When furnished, transportation from pickup point to work site and the return from work site to pickup point shall be by the most expeditious route and means possible; such transportation shall be safe and lawful and the Employees shall be seated in reasonable comfort and protected from the elements.

**SECTION 5. Federal Reservations in the Aleutian Islands**

On all Federal Reservations in the Aleutian Islands where the Employee has available from military facilities an opportunity to purchase personal items, the Employer shall not be required to furnish the same.

**ARTICLE VIII**  
**Transportation When Employees Recruited**

**SECTION 1. Transportation to the Site.**

When persons are recruited to job sites which require special transportation by air or water, transportation and actual reasonable expenses of board and lodging while en route shall be borne or reimbursed by the Employer.

**SECTION 2. Transportation from the Site.**

At the termination of the contract, project, or season, and providing the Employee immediately, unless otherwise mutually agreed to by the Employee and the Employer, returns to the point of hire, the Employer will pay for transportation, actual expenses of board and lodging while en route to the point of hire. Provided further, that if the Employee is voluntarily terminated or has been discharged for cause as in accordance with Article XXIII Section 6 the above provision shall not apply.

Employer furnished transportation to the point of hire shall be provided all persons required to leave a job for medical reasons sufficient to require extended medical care or hospitalization.

**ARTICLE IX**  
**Transportation of Tools and Personal Effects**

**SECTION 1. Transportation of Tools.**

Where the Job site requires special transportation by air or water, transportation costs for Employer required tools from point of hire to the job site and return shall be borne by the Employer. The Employer shall reimburse the Employee for the full prior agreed value of Employer required tools lost if there is no insurance by the air carrier while an Employee is traveling pursuant to this Section.

**SECTION 2. Personal Effects.**

The Employer will also be responsible in case of fire or flood for all the personal effects of Employees in an amount not to exceed \$900.00 each in all Employer's camps or in camps arranged for by the Employer, other than those camps owned or operated by the Government. Provided further that the Employee must have submitted an itemized inventory for personal effects other than clothes prior to the loss.

**ARTICLE X**  
**Health & Safety**

**SECTION 1. Adequate Shelters.**

The Employer and the Employee will conform to all federal and state health and safety regulations applicable to work covered by this Agreement. Adequate shelters shall be made available where necessary, with heat, where the workers can change and dry their clothes and store their tools.

**SECTION 2. Toilets at Construction Job Sites.**

On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals.

**SECTION 3. Potable Water.**

On all projects covered by this Agreement, the Employer will make available fresh drinking water changed out on a daily basis to the workers.

**SECTION 4. Safety Equipment.**

Employer will furnish welding equipment, including, all leathers, hard hats, eye protection, ear protection, respirators, safety belts and lanyards, and required reflective clothing.

**SECTION 5. Disclaimer.**

This Agreement is not intended to and shall not be construed as creating, imposing, or adopting on the Union or representatives any state common-law duties in the areas of safety.

**SECTION 6. Drug-Free and Alcohol-Free Workplace.**

Labor & Management are committed to providing Employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of Employees and to promote a productive workplace, and protect the reputation of Labor and Management and the Employees. Consistent with those goals, the Employer prohibits the use, possession, distribution or sale at its employment sites, of drugs, drug paraphernalia or alcohol. The Union recognizes the Employer's right to develop and implement a drug screening program. The Employer agrees to pay the cost for such drug screening. The Employer will designate the facility to conduct the drug/alcohol screening. Within the limits permitted by applicable Federal or State laws and/or owner regulations, the Employer has the prerogative to test Employees for drug/alcohol usage, and to refuse employment or terminate those who test positive.

**ARTICLE XI**  
**Return of Remains in Event of Death**

In the event of death of an Employee while on the Job or in the Employer's camp, the Employer shall immediately notify the Union, and, in the absence of any law or authority prohibiting same, prepare and transport the remains to point of hire or to such other point of equivalent or less distance as the next of kin may elect.

**ARTICLE XII**  
**Holidays**

The holiday rate shall apply for work on the following days:

New Year's Day	Labor Day
Presidents Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

When any of these holidays shall fall on a Sunday, then the following Monday shall be considered a legal holiday, unless Sunday is a scheduled workday.

In the event that there is a conflict between the State and Federal Government on the observance date of any of the above listed holidays, the State observance date shall prevail.

Notwithstanding any other provision, the Employer and the Union may agree to observe the holiday on a day other than the State observed holiday if it is more convenient to the Employer and the Employees.

**ARTICLE XIII**  
**Change in Classification or Craft**

**SECTION 1. Work Outside of Craft.**

- a) An Employee temporarily assigned work of another craft will be paid the rate the classification calls for while performing such work, provided the Employee works at least two (2) hours in that classification. The Employer is entitled to assign an Employee to perform work normally performed by another craft on a temporary, "emergency" basis.

- b) Wherever feasible the Employer is entitled to develop a composite crew for the performance of a particular job or contract, in which even traditional craft jurisdictional boundaries will be waived by all unions signatory to this (or similar) Agreement for the period the composite crew is in effect. The number of craft chosen from each union shall be in approximate proportion to the work to be performed. The composite crew will be arranged at a pre-job conference. A mutually agreed method will be developed to resolve any issue over the composition of the composite crew. 13.1(a) above shall not apply to composite crews.

**SECTION 2. Work in Different Classification Within Craft.**

When an Employee is temporarily required to perform work of another classification within their craft, the Employee will be paid the rate that the classification calls for while required to perform such work, provided the Employee works at least two (2) hours within that classification, except when part of a composite crew.

**ARTICLE XIV**

**Pay**

**SECTION 1. Regular Payday.**

The Employer shall establish a regular weekly payday on which Employees shall be paid during working hours, which payday shall not be later than seven days following the end of the payroll period. Time cards shall be reviewed and signed by the Employees daily or weekly and submitted to the Employer. Time cards shall not be changed or altered without prior consultation with the Employee and/or authorized Union representative.

Copies of the Employees time cards shall be made available by the Employer for inspection by the Employee or authorized Union representative or mailed to the Union hall (during normal working hours) upon eight (8) hours notice by the Union.

For the purposes of pay, a payroll week is further defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday. This payroll week is established for the purpose of uniformity and defining the pay period. The Employer is entitled to change the payroll cutoff date as circumstances may warrant, so long as payday is within one week following the payroll cutoff date. In regard to "bush" jobs where flight schedules and/or mail delivery may be interrupted, separate arrangements may be consummated by mutual consent or separate agreement.

**SECTION 2. Payment of Wages Upon Termination.**

It is understood and agreed, however, that when an Employee is laid off, the person's wages become due by the close of business the following day. Failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays, and Holidays) shall entitle the Employee to waiting time of two (2) hours per day. Employees who quit or who are discharged for cause shall be paid no later than the end of the first work day following separation. Employer and Union may agree to waive the time frame stated above when due to unforeseen circumstances.

On remote jobs where payroll facilities are not maintained, the Employer will have the check at the Union offices or in the US mail or other place mutually agreed to within forty-eight (48) hours of termination, Saturdays, Sundays, and holidays excepted.

**SECTION 3. Itemized Deductions.**

The Employer shall itemize deductions on pay checks so Employees can determine the purpose for which amounts have been withheld and shall indicate the number of travel time hours, straight time hours, overtime hours, dues deductions, and basic rate per hour paid.

**ARTICLE XV**  
**Union Admission to Job**

**SECTION 1. Authorized Representation.**

An authorized representative of the Union shall be allowed admission to any job at any time for the purpose of investigating conditions existing on the job. However, the representative shall, as soon as possible, make their presence known to the Employer's representative in charge of the work. On projects which are under military guard, the Employers will cooperate with the Union officials in this regard as far as regulations will permit. The Employer shall also notify the Union as promptly as possible of any fatalities.

**SECTION 2. Examination of Records.**

The Union representative shall have the right to examine all records pertaining to the Employees covered by this Agreement on proper notification in advance to the Employer. The Employer shall make available original or copies of the original records for examination by the authorized Union Representative upon forty eight (48) hours' notice from the Union. To examine records, other than pay or fringe benefit computations, shall require written authorization from the Employee. When requested by the Union, Employers shall make available the names, addresses and classifications of any of their Employees covered by the Agreement.

## ARTICLE XVI

### Wages

#### **SECTION 1. Public Works Projects - Davis Bacon Act and Related Statutes.**

In the event an individual Employer bids on a public project being awarded by a federal, state, borough, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis Bacon Act (Public Law 74-403 (8/30/35) as amended 3/21/41 and 7/2/64 40 USC 276A-276A7 as amended) or established pursuant to the provisions of Title 36 Alaska Statutes, or any other prevailing wage, the published hourly wage and fringe rate set forth in said public award or the construction contract rate in effect at the time of bid shall apply for the duration of the project or the term of this Agreement, even though such prevailing wage is less than the wage set forth in this Agreement. The same principle shall also apply to fringe benefits. It is the intent of this Article that if the prevailing wage/benefit rate decreases during the term of the project, the Employer is entitled to adopt the lower prevailing wage unless prohibited by statute from doing so.

#### **SECTION 2. Privately Funded Projects.**

In the event the Employer bids on a privately funded project that is awarded, the contract wage and benefit package in existence at the time of bid will not increase for the duration of the project.

#### **SECTION 3. Wage Groupings and Classifications.**

GROUP I - Hourly Wage Rate	August 1, 2004
	\$25.22

Asphalt Workers (shovelman, plant crew)  
Brush Cutters  
Camp Maintenance Laborer  
Carpenter tenders or helpers  
Choke Setters, hook tender, rigger, signalman  
Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)  
Crusher Plant Laborer  
Demolition Laborer  
Ditch Diggers  
Dump Man  
Environmental Laborer (asbestos, hazardous and toxic waste, oil spill)  
Fence Installer  
Fire Watch Laborer  
Flagman  
Form strippers

General Laborer  
Guardrail Laborer, bridge rail installers  
Hydro-seeder Nozzleman  
Laborers, Building  
Landscape or Planter  
Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below)  
Material handlers  
Pneumatic or Power Tools  
Portable or Chemical Toilet Serviceman  
Pump Man or Mixer Man  
Railroad Track Laborer  
Sandblast, pot tender  
Saw Tenders  
Scaffold building & erecting  
Slurry work  
Stake Hopper  
Steam Point or Water Jet Operator  
Steam cleaner operator  
Tank Cleaning  
Utiliwalk, Utilidor Laborer, and Conduit Installer  
Watchman (construction projects)  
Window Cleaner

GROUP II - Hourly Wage Rate

August 1, 2004  
\$26.00

Burning and Cutting Torch  
Cement or Lime Dumper or Handler (sack or bulk)  
Choker splicer  
Chucktender (wagon, airtrack and hydraulic drills)  
Concrete Laborers(power buggy, concrete saws, pumpcrete nozzleman, Vibratorman)  
Culvert Pipe Laborer  
Cured in Place Pipelayer  
Environmental Laborer (marine work, oil spill skimmer operator, small boat operator)  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Gunnite Operator  
Hod Carriers  
Jackhammer or Pavement Breakers [more than 45 pounds]  
Laser Instrument Operators  
Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet)  
Mason Tender and Mud Mixer (sewer work)





GROUP IIIA - Hourly Wage Rate

August 1, 2004

\$32.10

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Drillers (including, but not limited to, wagon drills, air-track drills, hydraulic drills)

Pioneer Drilling and Drilling off Tugger (all type drills)

License Powderman

Pipelayers

GROUP IIIB - Hourly Wage Rate

August 1, 2004

\$32.87

Federally Licensed Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar. These rates reflect a 10% wage premium.

### PIPELINE CLASSIFICATIONS

GROUP I --Hourly Wage Rate

Buffing Machine Man

Coater

Dope Pot Fireman

Grinding (not in preparation for welding)

Paper Latcher

Pipe Cleaning

Pre-heat for doping or cleaning

Swampers (including, but not limited to, on sidebooms, gin-pole trucks, winch trucks, forklifts, etc.)

GROUP II - Hourly Wage Rate

Insulation

Road Crossings (Casings)

VSM Drill Helper (Welding, changing teeth, etc.)

GROUP III - Hourly Wage Rate

Ad Mac Operator (minor maintenance and operation)  
Cadwelder  
Cement Finisher  
Coxswain (boats of all sizes)  
Epoxy Sprayer (Certified)  
Formbuilder (building of shacks, mud boards, windboards, carpenter type work, etc.)  
Metal Fabricator (layout and fabrication)

WAGES

*Effective July 1, 2005, there shall be an increase for the Groups wages and/or fringes as indicated below:*

Group I	\$1.50
Group II	\$1.53
Group III	\$1.56
Group IIIA	\$1.66
Group IIIB	\$2.04
Group IV	\$1.18

*Effective July 1, 2006, there shall be an increase for the Groups wages and/or fringes as indicated below:*

Group I	\$1.37
Group II	\$1.39
Group III	\$1.42
Group IIIA	\$1.51
Group IIIB	\$1.33
Group IV	\$1.08

*Effective July 1, 2007, there shall be an increase for the Groups wages and/or fringes as indicated below:*

Group I	\$1.41
Group II	\$1.44
Group III	\$1.47
Group IIIA	\$1.56
Group IIIB	\$1.37
Group IV	\$1.11

**NOTE:** The union, upon confirmation from the trust that there is a valid need shall reallocate any part of the wage rates listed above to any of the plans or Trust Funds mentioned in this Agreement. Not less than thirty (30) days' notice in writing shall be given by the Union to AGC and Employers.

## **FOREMEN**

Laborer Foremen shall receive \$1.00 per hour over the highest worker under their supervision regardless to craft.

Powder Foreman and Drill Foreman shall receive \$1.25 per hour over Group IIIA.

General Foreman shall receive \$2.00 per hour over the highest worker under their supervision regardless to craft.

Labor Foreman who have satisfactorily completed the Laborers Foreman course or who have served as a Labor Foreman for five (5) years will receive 7% over the highest worker under their supervision regardless to craft.

Powder, and Drill Foreman who have satisfactorily completed the Laborers Foreman course or who have served as a Powder, and/or Drill Foreman for five (5) years will receive 7% over Group IIIA.

General Foreman who have satisfactorily completed the Laborers Foreman course or who have served as a general foreman for five (5) years will receive 10% over the highest paid worker under their supervision.

## **PERMANENT YARD OR SHOP**

The regular hourly wage rate for Laborers employed in a construction Employer's permanent yard or shop is \$15.90 (Foreman \$16.90) effective August 1, 2004. If the Employee leaves the yard or shop area, the wage rate shall revert to 100% of the applicable rate except for Laborers that are not part of a specific construction project.

## **EMPLOYEE SUPPLIED CHAIN SAW**

Effective August 1, 2004

\$3.00 additional per hour

If the Employer requires an Employee to furnish their own chain saw, then the Employer will furnish gas and oil. The Employee will be compensated premium pay as indicated above. The Employee will be responsible for all maintenance and care of their equipment.

**ARTICLE XVII**  
**Hours of Work/Overtime/Shifts**

**SECTION 1. Normal Work Day & Week.**

Eight (8) hours shall constitute the normal work day; and forty (40) hours shall constitute the normal work week. Starting and quitting time for the work day shall be established between 6:00 a.m. and 6:00 p.m. (Starting times may be staggered between the hours of 6:00 a.m. and 8:00 a.m.) In accordance with job requirements as determined by the Employer. Employees shall receive compensation of one and one half (1-1/2) times the base rate for any hours worked over eight (8) hours per day or over forty (40) hours per week.

On construction projects funded entirely with Federal funds and in accordance with recent amendments by Congress to the Contract Work Hours and Safety Standards Act (WHSSA) and the Walsh-Healy Act, it is agreed between the parties that overtime will be paid only after Employees have worked more than forty (40) hours in any one workweek. However at no time shall Employees be required to work more than ten (10) hours in any one workday unless overtime at the rate of one and one-half times the Employees straight time rate is paid for time worked in excess of ten (10) hours.

Nothing in this Article shall be construed as guaranteeing any Employee eight (8) hours of work per day or forty (40) hours of work per week.

**SECTION 2. Starting Time.**

The Employer will establish a regular starting time: except that it shall be understood that when the job conditions at the site of the work or when economical considerations warrant, other hours of starting time may be established by mutual agreement between the Employer and the Union. With respect to concrete paving, concrete pouring, asphalt paving, and road oiling, the starting time of work shall be mutually arranged to fit the job conditions. Service and maintenance personnel may be started prior to regular shifts at the straight time rate.

**SECTION 3. Overtime Rates.**

- a) Employees shall receive compensation of one and one half (1-1/2) times the basic rate for work performed on Saturday and Sunday; and two (2) times the basic rate for any work performed on holidays, excepting, that when a shift of multiple shift operation is started at the basic rate or at an overtime rate, it shall be completed at that rate. Further excepting, that Saturday may be a straight-time workday for an Employee: a) who was absent on a straight-time day on which work was made available by the Employer: b) work was interrupted that week by weather or, c) further, if the owner's project specifications require that work be restricted to weekends, Saturday and Sunday will be straight time days.

- b) When Employees are directly engaged in flagging and traffic control on a daily basis, the overtime rates will be applicable after eight (8) hours in a single work day or forty (40) hours in a work week, excepting that the overtime rate for holidays from Section 3(a) will apply.

**SECTION 4. Multiple Shifts.**

Multiple shifts and their starting and quitting time may be established in accordance with job requirements as determined by the Employer. There shall be no premium for shift work.

**SECTION 5. Dewatering Tunnels/Temporary Heat/Protection.**

Dewatering of tunnels and caissons and providing temporary heat and protection shall be worked in accordance with the work shift and overtime provisions heretofore established, except that time worked on holidays when no other activities are in progress will be compensated for at the overtime rate of one and one-half (1-1/2) times the basic rate of wages.

**SECTION 6. Tide Work.**

Unless otherwise agreed to by the Union and the Employer, tide work shall be subject to the following special condition.

When Employees are called out on tide work, they shall be guaranteed an amount equivalent to four (4) hours at straight time pay as a minimum for each call out.

**ARTICLE XVIII**  
**Pay Guarantees**

**SECTION 1. Pay For Actual Time Worked.**

Except as provided in this Article, an Employee is only entitled to pay for time worked.

**SECTION 2. Show-Up Guarantee.**

Employees reporting for work and not put to work shall receive two (2) hours at their regular straight time rate unless notified not to report at least two (2) hours prior to the start of shift. Notification may take the form of a telephone answering device, radio broadcast or any other agreed upon method. Where Employees live in camp, such notification can be given any time prior to departure from camp.

**SECTION 3. Work Injuries.**

Employees injured on the job, provided injury is reported to the person's Employer and requires medical attention, are to be paid for time spent on the first visit to the doctor and, if the doctor determines and certifies that the Employee is unable to return to work because of injury, they shall be paid the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

**SECTION 4. Call-Back Guarantee.**

When an Employee has completed their scheduled shift and returns by direction of the Employer to perform additional work, they shall receive overtime pay for the actual hours worked with a minimum guarantee of two (2) hour's pay at the applicable rate.

**ARTICLE XIX**  
**Meal Periods**

**SECTION 1. Meal Break.**

Unless otherwise agreed to by the Union, an Employer will schedule a one-half (1/2) hour break for a meal period near the midpoint of a shift. An Employee required to work more than six (6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate. If an Employee works continuously without a lunch break then one hour of pay will be added to the shift in lieu of not having any meal break at all.

**SECTION 2. Employer Engaged in a Continuous Operation.**

Notwithstanding the above paragraph, an Employee may be required to work more than six (6) consecutive hours without any entitlement to a later meal period or pay for that period when the Employer is engaged in a continuous operation where breaks are difficult to schedule but sufficient lag time exists to enable an Employee to consume a meal during the shift.

Examples of continuous operations include, but are not limited to: asphalt paving operations, concrete pours, gravel hauls, tide work, piledriving, and traffic control associated with these items.

**ARTICLE XX**  
**Fringe Benefits**

**SECTION 1. Trust Funds and Dues Check Off.**

a) **Alaska Laborers Employer Health and Welfare Fund:**

The Employers are signatory to a Trust Agreement establishing this fund made and entered into September 18th, 1953, by and between the Union, the Trustees and the Associated General Contractors of Alaska, Inc. (and including individual employers and certain Local Unions thereto subscribing). It is understood that under the provisions thereof, the Employer contributes, effective August 1, 2004, five dollars and sixty-one (\$5.61) cents per each compensable hour accredited to Laborers in their employ for the purposes of group insurance as specified in said Trust Agreement. It is understood that the contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

The details of the plan will be determined by the Board of Trustees of the Alaska Laborers Employer Health and Welfare Fund, in accordance with the Trust Agreement which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

b) **Alaska Laborers' Employer Defined Benefit Retirement Fund:**

The Employers are signatory to a Trust Agreement establishing this fund made and entered into July 1st, 1962, by and between the Union and the Associated General Contractors of Alaska, Inc. It is understood that under the provisions thereof, the Employers contribute to the Trust Fund effective August 1, 2004, five dollars and seventy-five (\$5.75) cents per each compensable hour accredited to Laborers in their employ for the purpose of Group Retirement as specified in said Trust Agreement. The said Contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

The details of the plan will be determined by the Board of Trustees of the Alaska Laborers Employer Retirement Fund, in accordance with the Trust Agreement which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives those Employer-trustees and union-trustees and who constitute the Board of Trustees of said Trust Fund and their lawful successors.

c) **Alaska Laborers' Construction Industry Training Fund:**

The Employers are signatory to a Trust Agreement establishing this fund made and entered into October 13th, 1967, by and between the Union and the Associated General Contractors of Alaska, Inc. It is understood that under the provisions thereof, the Employers contribute to the Trust Fund effective August 1, 2004, seventy cents (\$0.70) per each compensable hour accredited to Laborers in their employ for the purposes of training and upgrading as specified in said Trust Agreement. It is understood that the contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime. There will be a separate accounting for regulatory type training.

*The details of the plan will be determined by the Board of Trustees of the Alaska Laborers Employer Construction Industry Training Fund, in accordance with the Trust Agreement which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer trustees and union trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.*

d) **Construction Industry Progress Fund (CIPF):**

Effective August 1, 2004, the Employers agree to remit ten (\$0.10) cents per hour for each Employee to go to the Construction Industry Progress Fund (CIPF). The ten (\$0.10) cents per hour shall go towards promoting and supporting stability, long term construction programs and adequate funding for public works projects on the state and local government level, to assure minimal governmental interference in free enterprises through the regulatory process, to support secondary and post-secondary vocational programs to create a competitive educated workforce, and to cooperate with AGC Safety, Inc., in their program to improve working conditions and safety records. The deductions will continue without interruption and will be forwarded to CIPF's agent. Such deductions shall be transmitted to CIPF's agent within fifteen (15) days following the end of each calendar month.

e) **Alaska Laborers' Legal Service Fund:**

It is agreed that the Contractors and the signatory Laborers' Local Unions will jointly create and establish a Legal Service Fund on or after July 1st, 1976. Effective August 1, 2004 the Employer will contribute the sum of fifteen cents (\$0.15) for each compensable hour accredited to laborers in their employ for the Legal Service Fund. The said contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

The details of the plan will be determined by the Board of Trustees of the Alaska Laborers Employer Construction Industry Legal Service Fund, in accordance with the Trust Agreement which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer trustees and union trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

f) **Laborers' Northwest Cooperation Fund/LECET**

Effective July 1, 1998, the Employers agree to remit five cents (\$0.05) per hour to the Laborers' Northwest Cooperation Fund/LECET. It is understood that any funds created by this Fund will not be used for organizing or any anti-merit shop activities, that a management director will be selected by the Associated General Contractors of Alaska and will have full board responsibility, that Alaska will be represented as being part of the Seattle Region of the Laborers' International Union covered by the Fund.

g) **Dues Check Off:**

The Employers will deduct three percent (3%) of the Employee's gross weekly earnings plus five cents (\$0.05) per compensable hour worked\_ for working dues from each Laborer in their employ, upon proper assignment of such deduction from each Employee. Said deduction will be remitted monthly to the appropriate Laborers Union on forms supplied by the Union.

- 1) The parties agree to the Employees' participation in the Laborers PAC at five (\$0.05) cents per hour upon the receipt of the Employees' written authorization to participate. The five (\$0.05) an hour shall be offset from Employee Pension contribution such that Employees who elect not to participate shall be credited an additional five (\$0.05) cents per hour into their Pension.

**SECTION 2. Contributions to Trusts.**

It is understood that the above contributions by the Employers to the various Trusts, are to be computed solely on total number of compensable hours worked by persons that are members of the bargaining unit only, and are not to be included in wages and will not, therefore, be subject to either Federal or State withholding taxes and further shall not be considered or included in the computation of overtime pay.

**SECTION 3. Delinquent Contribution by Employers.**

If the Employer has failed to pay contributions to the retirement, defined contribution, or health trusts for a period of two months, or if an Employer is delinquent for the second time for a period of at least one month within a 12 month period of their first delinquency, then the Union may strike the Employer, in addition the Union shall not

dispatch workmen to that Employer, and the Union shall notify all prime Employers employing the identified delinquent Employer. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the posting of a bond or other security, the making of weekly contributions, or any combination of the above, then the Administrator may advise the Union that work persons may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent then the Employer shall pay the total cost of the audit. The Employer will cooperate.

## **ARTICLE XXI** **Foreman**

There shall be no desire on the part of the Union to select the Employers' foremen. This determination will be made by the Employer. Each Employee will be advised who his/her foreman is. The foreman may be required to work at the trade, but will be paid at the applicable rate. The Employer and the Union recognize the fact that the position of General Foreman, if utilized, is not the sole jurisdiction of any one craft. When more than six (6) workers from a single craft are employed by an Employer on any single crew of a project, the Employer will designate one (1) worker from that craft to function as foreman. Flagman and traffic control persons are deleted from this Section.

## **ARTICLE XXII** **Pre-Job Conference**

### **SECTION 1. Pre-Job Conference.**

It shall be mandatory for the Employer to arrange a pre-job conference within a reasonable time period after the award and before the start of any construction project over one million (\$1,000,000) dollars. A pre-job conference can be held telephonically or in person on a union by union basis. Information covered in the pre-job conference should include, but not be limited to, project scheduling, duration, manpower and skill requirements, conditions, sub-contractors, and pay scales.

### **SECTION 2. Notification to Subcontractor.**

The Employer shall notify each subcontractor of the provisions of this Article and require any such subcontractor performing work within the scope of this Agreement to comply with the provisions of this Article.

**ARTICLE XXIII**  
**Miscellaneous Provisions**

**SECTION 1. Change in Policy.**

It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer, but when the Employer contemplates a change in policy affecting the welfare of the Employee, proper and reasonable notice shall be given to the Union.

**SECTION 2. Termination Slip.**

It shall be mandatory that the Employer furnish and complete termination slips for any Employee who is terminated, giving one to the Employee, and retaining one for the Employer's records. Each termination or layoff slip shall show the actual reason for termination.

**SECTION 3. Work by Supervisors.**

While the Employer does not intend that supervisors outside the bargaining unit be regularly engaged in bargaining unit work, it is nonetheless a reserved prerogative of the Employer to assign incidental or occasional work to such supervisory personnel in instances when the Employer deems it appropriate to do so without violating any provision of the Agreement or any supplement. When deemed appropriate, the Employer will designate a particular supervisor to issue instructions to the craft working foreman utilized by the Employer to prevent duplication and confusion of orders. Hours worked by non-bargaining unit supervisors in performance of bargaining unit work are not compensable hours for purposes of Employer Trust contributions (i.e., the Employer is not obligated to make contributions on such hours worked by non-bargaining unit supervisors).

**SECTION 4. Immunizations and Physicals.**

The Employer shall pay for all Employer required physicals and immunizations. The Employee is not entitled to wages or other pay while engaged in these activities.

**SECTION 5. Tunnel, Shaft, and Dredge Work.**

The signatory parties hereto recognize that the working conditions contained in this Agreement do not lend themselves particularly to tunnel, shaft or dredge work. In the event that tunnel, shaft or dredge operation is contemplated in the State of Alaska during the term of this Agreement, the parties agree to negotiate special conditions to apply thereto. With respect to offshore work in navigable waters where the question of special conditions arises, special conditions may be mutually agreed to between the Associated General Contractors of Alaska, and the Union or Unions involved.

**SECTION 6. Termination for Cause.**

An Employee may be discharged without warning for just cause. Just cause includes, but is not limited to: drunkenness, drug abuse, dishonesty, incompetence, insubordination, negligence with equipment, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, and violation of the owner's rules imposed upon the Employer.

**SECTION 7. Injured Person to Get Priority For Rehire.**

An Employee who is required to leave employment because of job connected injuries shall, upon recovery therefrom, be given priority of hire by their former Employer when that Employer needs one or more Employees in the injured person's classification, provided that said Employee is ready, willing, and able to return to work. This section shall not apply for a different project, after a winter shut-down or if the previously injured Employee works elsewhere since their recovery.

**SECTION 8. New Equipment and Classifications.**

Wage scales for Employees not listed shall be negotiated at the time the new classification is to be utilized.

**SECTION 9. Severability Clause.**

In the event any section or provision of this Agreement shall be declared or held to be invalid or illegal by an authorized Board or Court, only the part, section, provision, or the entire Agreement so held or declared invalid or illegal shall forthwith cease to be of further force and effect, and in such event either party hereto may, upon not less than thirty (30) days written notice to the other, have the right to open negotiations for the substitution of a new section, sections, or agreement consistent with the decision of the Board or Court.

**SECTION 10. Transportation in Aircraft.**

When Employees are transported in aircraft, such aircraft shall be operated, maintained, and have a certificate of air worthiness, and the pilot shall be licensed and certified, all in accordance with applicable laws and regulations.

**SECTION 11. Joint Venture.**

Any reference to "Joint Venture" in this Master Agreement or other Supplement to this Agreement applies solely to a Joint Venture undertaken by the Employer with another company (or companies) signatory to the Agreement (or similar construction industry Agreement) with the same Union(s). It is expressly not the intent of any party to this Agreement that this Agreement be extended or be capable of being extended in any manner to any Joint Venture in which one or more Employers participating in the joint Venture are not signatory to this Agreement or similar Agreement.

**SECTION 12. Transmission Line and Utility Work.**

Work associated with transmission line and utility right-of-way construction; including but not limited to clearing, drilling, blasting, compacting, back filling, hand excavating, placement of concrete, concrete coloring and placement of conduit may be considered as the jurisdiction of the laborer.

**ARTICLE XXIV**  
**Strikes and Lockouts**

**SECTION 1. No Strikes/No Lockouts.**

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow-downs, or other disruptive activity for any reason by the Union or by any Employee, and there shall be no lockout by the Employer.

**SECTION 2. Responsibility.**

The Union shall not be liable for acts of Employees for which it has no responsibility. The Union will immediately instruct, order, and use the best efforts of its office to cause any member or group of members to cease any violations of this Article. When the Union complies with its obligation concerning the above described activity, it shall not be liable for unauthorized acts of its members. The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance. The Union agrees that it will not sanction a picket line nor will any Union members refuse to cross a picket line unless subject picket line meets the definitions of a legitimate and bona fide primary picket line as set forth in NLRA.

**SECTION 3. Judicial Remedies.**

Nothing in this Agreement shall be construed to limit the Union's or the Employer's right to fully pursue any and all judicial remedies available under law in the event of violation of this Agreement.

**SECTION 4. Immediate Termination Clause.**

Employees who violate any provision of this Article are subject to immediate termination, as the Employer determines to be warranted.

**ARTICLE XXV**  
**Management Rights**

The Employer retains all discretionary and decision making rights not specifically limited by the terms of this Agreement. These rights include, but are not limited to, the following: directing the job site work force, including hiring of personnel, selection of all supervisory Employees, promotions, transfers, layoffs, discharge of Employees, selecting

materials and equipment to be used or installed, utilizing any work methods, procedures, techniques of construction or labor-saving devices or machines, establishing job site rules and regulations; determining when overtime is required and who shall perform overtime work, designation of work to be subcontracted, selection of all subcontractors, and determining the number of men and craft supervisory personnel required to perform the work.

**ARTICLE XXVI**  
**Special Conditions**

In order to preserve work for the union members and to return a signatory Employer to an equally competitive position in all projects, the parties signatory to this Agreement may, in the case of specific geographical areas, industries, or projects for a specific period of time, mutually agree to put into effect special wages and conditions for that area or project, or in case of changes in State or Federal Wage & Hour Standards. A committee shall be set up by the AGC Employer members and Union representatives to effectuate those adjustments.

**ARTICLE XXVII**  
**Joint Labor Management Committee**

There shall be established a Joint-Labor-Management Committee to facilitate interpretation of this Agreement and add addendum's and to foster harmony between the parties. The committee shall consist of one member from each of the crafts signatory to this Master Agreement and an equal number of signatory employers appointed by the AGC.

**ARTICLE XXVIII**  
**Duration, Modifications, and Changes**

**SECTION 1. Term of Agreement.**

This Agreement shall become effective August 1, 2004, and shall continue in full force and effect through June 30, 2008, and thereafter from year to year.

**SECTION 2. Reopener.**

If mutually agreed, either party may give sixty (60) days' written notice to the other party prior to, June 30, 2008, or any year thereafter that they desire to renegotiate selected Articles of this Agreement. If either party gives such notice that they desire to renegotiate selected Articles, that notice and renegotiation shall not terminate the Agreement, and the Agreement shall continue in full force and effect until modified by the renegotiated Articles.

**SECTION 3. Termination of Agreement.**

If either party desires to terminate this Agreement, the party desiring to terminate the Agreement shall give sixty (60) days' written notice to the other party prior to June 30, 2008, or any year thereafter of its desire that the Agreement shall be terminated.

**SECTION 4. Execution of Agreement.**

This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2004, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_ 2004.

\_\_\_\_\_  
Richard Cattanach, Executive Director  
ASSOCIATED GENERAL CONTRACTORS OF ALASKA, INC.

\_\_\_\_\_  
Blake Johnson, Business Manager/Secretary Treasurer  
ALASKA STATE DISTRICT COUNCIL OF LABORERS

\_\_\_\_\_  
Tim Sharp, Business Manager/Secretary Treasurer  
LABORERS LOCAL NO. 942

\_\_\_\_\_  
Mike Gallagher, Business Manager/Secretary Treasurer  
LABORS LOCAL NO. 341