

PREAMBLE

THIS AGREEMENT between the Associated General Contractors of Alaska, Inc., and the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local 751, which being affiliated with the Building and Construction Trades Department of the AFL-CIO, and as such exercising craft jurisdiction over the State of Alaska.

PURPOSES

It is the purpose of this Agreement to assure a supply of competent and capable persons 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 International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local 751. The term Employer means any Employer who is or becomes signatory to this Agreement. The term "AGC" shall refer to the Associated General Contractors of Alaska, Inc. For the purposes of this Agreement the AGC is not acting as an agent or collective bargaining representative for any Employers who are or may become signatory to this agreement. The term "Workers" when used will mean Ironworkers who are dispatched by the Union.

SECTION 2. UNION RECOGNITION AND EMPLOYEE COVERAGE

The Employers recognize the Union as the sole and exclusive bargaining representative of all their Employees, who perform work within the jurisdiction of the Union, and this Agreement shall apply to such Employees. It is specifically recognized that this Agreement applies to Employees in the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze,

brass, copper, aluminum, all ferrous and nonferrous metals; precast, prestressed and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as such as silicon, thiokol, neoprene and similar types used to seal metal to metal surfaces; aprons, aqueducts, awnings, bar-joist, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (erection, installation, handling, operating and maintenance on all forms of construction work) crushers, cupolas, curtains, dams, decking, metal roof decking such as "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck, derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boiler , fronts, fur rooms grates, grating, grillage and foundation work, grill work, guards, guardrails, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (precast, prestressed and poststressed), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting, lowering and placing foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plates, operation devices, ovens, pans, panes (insulated and noninsulated, factory and field assembled) pen stocks, pile driver, plates, porcelain enameled panels, prefabricated/pre-engineered metal buildings, insulated panels, sheeting, and associated trim, pulverizers, racks, railings (including pipe) railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels, metal and precast concrete, spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, the erection of solar energy systems, energy producing windmill type towers to include nacelle and blades; nuclear reactors, electromagnetic shielding plates, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work, and submarine diving in connection with or about the same, which includes, whenever within this Union's craft jurisdiction, the loading and unloading of barges or other carriers of the Employer's material and equipment for the Contractors' work.

The handling and erection of all fiber reinforced “composite” products such as fiberglass reinforcing bars for structural, architectural and dielectric non-conducting concrete; fiber reinforced plastics, polyesters, polymers, vinyls, ceramics and similar materials commonly referred to as “Composites” used to produced stair stringers, treads and risers, platform and floor grating, handrails, structural framing, cables and all other products which traditionally had been made of iron, steel, aluminum, bronze, brass, copper, graphite, titanium and the other normal construction metals; to achieve corrosion free, dielectric, anti-magnetic, non-conductive requirements as required by the owners and their designers to provide a calculated performance and function.

SECTION 3. EFFECT OF OTHER AGREEMENTS

The provisions of this Agreement, including attached Schedule A's 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. Where a subject is specifically covered by the provisions of this Agreement and is also covered by a Schedule A, the provisions of this Agreement shall prevail.

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) Whenever the Employer is obligated to satisfy DBE-WBE recruiting requirements, the Union and the Employer mutually agree to waive all restrictions on subcontracting contained in this Section in the event the Employer and Union are unable to find qualified, competitive union minority subcontractors.
- e) When potential qualified Union subcontractors are not available in the locality of the job site to perform the work and/or where the Employer receives no competitive bids from the union subcontractors, the Employer and the Union mutually agree that any restrictions on subcontracting contained in this Section are fully waived.

f) For the purpose of interpretation and application of this section, the Employer is entitled to designate a bid by a subcontractor as uncompetitive when it is not the lowest bid.

g) 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 (1) agrees to observe the terms of this Agreement (or any portion of this Agreement) or (2) who refuses to accept this Agreement (or any portion of it) or abide by its terms.

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 in any geographical 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.

The Union will provide the AGC with a true copy of any agreement, including site specific agreements, 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 Ironworkers, both Union and non-Union, in order to fill necessary requisitions for Ironworkers. The Employers agree to exclusively use the services of such hiring hall and will call upon the Union to furnish all the qualified Ironworkers required in the classifications herein mentioned, subject to the following terms and conditions.

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 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.

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 replace applicant(s). The time referred to in this Article (24 hours) shall start over upon such rejection(s).

SECTION 5. 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 6. BONA FIDE RESIDENTS

a) **Bona Fide 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 area for a period of twelve (12) months immediately prior to the date of the request. 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.

SECTION 7. POSTING 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.

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 referrals and terminations.

b) Before any individual(s) may appear before the Committee, they must exhaust the administrative procedures provided by 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.

SECTION 4. DEADLOCKS.

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, they 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
Union Membership and Dues

SECTION 1. UNION SHOP

The Union assumes all obligations and responsibilities for the continued membership of its members and the collection of their dues, and the Union shall

retain the right to discipline its members at all times. All Employees, now in the employ of the Employer shall remain in good standing with the Union during the term of this Agreement. The Union shall have the right to require termination of Ironworkers for failure to pay dues and fees as required by the hiring hall.

SECTION 2. NO STOPPAGE OR SLOW UP OF WORK

There shall be no stoppage or slow up of work because of disciplinary action on the part of the Union except that the Union shall have the right to require termination of Ironworkers for failure to pay or tender initiation fees and dues as required by this Agreement. The request for termination of an Employee for failure to pay dues or fees must be in writing to the Employer. The Employer shall remove the delinquent Employee within forty-eight (48) hours after receipt of the written request.

SECTION 3. 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 fifteen (15) 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 4. DISCRIMINATION FORBIDDEN

The Employer 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 5. JOB STEWARD

A working steward may be appointed by the Union that will represent the Union on the job. The steward will be the first working journeyman and will be appointed by the Union when two or more ironworkers are employed. The steward may be selected by the Union from members already in the employ of the Employer. The Employer shall be informed of the names of the appointed stewards, in writing, and only such stewards will be accorded recognition by the Employer. The steward shall be included for all overtime work provided that they are qualified for the work being performed. The designated Union Representative shall be consulted by the Employer prior to a job steward's termination. A steward may be terminated for just cause by the Employer giving a twenty-four (24) hour advance notice to the Union with the reason for termination. The job steward shall normally discuss grievances arising under this Agreement with the job supervisor and conduct other Union business during non-working hours. These duties shall include, but not be limited to, taking a weekly report of all members employed, checking newly dispatched employees, caring for the tools and effects of any injured member, caring for the injured in the absence of an authorized first aid person, notifying the Union representative of injuries, and transmitting to the Union Representative all complaints and grievances emanating from the job. The job steward shall be the last working journeyman terminated provided he or she is qualified for the last work available on the job.

SECTION 6. DISCIPLINE

The Union assumes all obligations and responsibilities for the continued membership of its members and the collection of their dues, and the Union shall retain the right to discipline its members at all times. All Ironworkers employed by the Employer shall remain in good standing in the Union during the term of this Agreement.

SECTION 7. TERMINATION OF IRONWORKERS

The Union shall have the right to require termination of Ironworkers for failure to pay fees and dues as required of all workers dispatched by the Local. The request for termination of an Employee for failure to pay dues or fees must be in writing to the Employer. The Employer shall remove the delinquent Employee within forty-eight (48) hours after receipt of the written request.

SECTION 8. Union Obligation

The Union recognizes its obligation and therefore assumes full responsibility to every Employee discharged under the provisions of Section 2 of this Article. The Union agrees to defend, indemnify and hold harmless the Employer against any and all charges or suits made or brought against any Employer as a result of the dismissal or termination of any Employee pursuant to the provisions of Section 2 of this Article.

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 procedure, 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 the Employer. 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) In no event shall an individual Employer discriminate against a Steward, or lay a Steward off, or discharge, or transfer a Steward on account of any action taken by a Steward in the proper performance of their Union duties.

d) The Union shall maintain a grievance committee whose duties will include the review of any grievances filed. The committee will report the merits, or lack thereof to the Business Manager in a timely manner should further action be required.

e) 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 after the grievance committee hearing, the dispute shall proceed to Step (f) below in the same manner as an Employee complaint.

f) 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.

g) 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.

h) 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.

i) Times set forth by this Article may be extended by mutual agreement between the parties.

j) 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 name a 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 for settlement; then if no understanding or agreement is reached within forty-eight (48) hours it shall be referred to the Unions involved and the Alaska Chapter of the Associated General Contractors of America, 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 Alaska Chapter of the Associated General Contractors of America, 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.

It is further agreed that in the event the National Joint Board for Settlement of Jurisdictional Disputes in accord with the plan adopted by the Building Trades Department of AFL-CIO becomes operational again, the parties to the Agreement agree that they will be immediately bound by any applicable decision or award by the National Joint Board.

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

SECTION 1. Employer Provided Camp or Suitable Accommodations.

(a) Unless otherwise agreed, the Employer shall ensure that the worker who is employed on a project that is 65 road miles or more from the Main 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 or lodging arrangements before being dispatched or at the pre job conference.

(b) Where an Employer is required under this Agreement to provide or furnish board, lodging or laundry facility, the cost of amount thereof shall not be considered or included as part of wages, but shall be excluded therefrom.

SECTION 2. Per-Diem.

(a) 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.

(b) Per-Diem or Camp facilities will be provided seven (7) days per week unless the job is of a shorter duration than one week. The Employer may elect to provide housing plus a \$35.00 per day meal allowance in lieu of the \$75.00 per day Per-Diem.

(c) For purposes of this Article, the term “domiciled resident”, means a person living within 65 road 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. ROOM AND BOARD 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 there from.

SECTION 4. TRANSPORTATION TO OR FROM 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 half (1/2) hour to transport persons, either to or from the pickup point. In that event, round-trip travel time exceeding one (1) hour 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.

ARTICLE VIII
Transportation of Employees

SECTION 1. TRANSPORTATION TO THE SITE

a) When persons are transported to job sites, which require special transportation, by air or water, transportation and actual reasonable expenses of board and lodging, not to exceed the daily per-diem rate per day while in route shall be born or reimbursed by the Employer.

b) Transportation to the site when required to travel outside of the sixty-five (65) road mile area from the Anchorage or Fairbanks Union Halls will be reimbursed at the IRS rate per mile based on the effective date of this Agreement from the Union Hall to the jobsite and return at the end of the job. The current rate is established at fifty cents (\$0.50) per mile per vehicle. Ironworkers living within sixty-five (65) road miles of the project will be considered local hire and will not be eligible to receive the fifty cents (\$0.50) per mile per vehicle.

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 reasonable expenses of board and lodging, not to exceed the daily per-diem rate per day 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. Ironworkers living within 65 road miles of the project will be considered local hire and will not be eligible to receive the fifty cents (\$0.50) per mile per vehicle.

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 while in the care, custody or control of an 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 \$1,500.00 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. HEALTH AND SAFETY

The Employer and the Employee will conform to all federal and state health and safety regulations applicable to work covered by this Agreement, and shall have adequate shelters available where necessary, with heat, where the workers can change and dry their clothes and store their tools. 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. Fresh drinking water will be available to the workers. Employer will furnish welding equipment, including all leathers, hard hats, eye protection, ear protection, respirators, safety belts and lanyards, and reflective vests.

SECTION 2. OSHA REQUIREMENTS:

a) In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its Employees. Nothing in the Agreement will make the Union liable to any Employees or to any other persons in the event that injury or accident occurs.

b) The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the Employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

SECTION 3. 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 4. 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 – January 1
Labor Day – 1st Monday in September
Presidents Day – 3rd Monday in February
Veteran's Day – November 11
Memorial Day – Last Monday in May
Thanksgiving Day – 4th Thursday in November
Independence Day – July 4
Christmas Day – December 25

a) When any of these holidays shall fall on a Saturday, then the previous Friday shall be considered a legal holiday, unless Saturday is a scheduled

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

b) When work is performed on any of these holidays, two (2) times the basic wage rate shall apply. No work shall be performed on Labor Day, except to save life and property. When permission is granted for work on Labor Day, three (3) times the basic rate will apply for that day.

c) 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.

d) 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 approved by a majority of the Ironworkers on the project.

ARTICLE XIII

Change in Classification or Craft

SECTION 1. WORK OUTSIDE OF CRAFT

a) 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 composite crew shall consist of the required crafts in such proportions as are respective to 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. Article XIII, 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 his craft, the Employee shall 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 where 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 Employee's 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

In accordance with Alaska Statute Title 23.05.140 if the employment is terminated by the Employer regardless of the cause for the termination, payment is due no later than three working days after the termination. If the employment is terminated by the Employee, payment is due at the next regular pay day that is at least three days after the Employer received notice of the Employee's termination of service. In either case, failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays, and holidays) the Employer may be required to pay the Employee a penalty in the amount of the Employee's regular wage, salary, or other compensation from the time of demand to the time of payment, or for 90 working days, whichever is the lesser amount.

On remote jobs as identified in Title 36 Public Contracts, AS 36.05 & AS 36.10 where payroll facilities are not maintained, the Employer will have the check at the Union offices or in the U.S. mail or other place mutually agreed to within the above prescribed time frame, Saturdays, Sundays, and holidays excepted.

SECTION 3. TERMINATION FOR CAUSE

AGC/the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers
Collective Bargaining Agreement

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. A worker discharged for cause will not be dispatched to the discharging Employer until after project completion or sixty (60) days on any other project.

SECTION 4. 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, returning one to the dispatching hall upon request, and retaining one for the Employer's records. Each termination or layoff slip shall show the actual reason for termination.

SECTION 5. 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 his 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

Public Works Projects – Davis Bacon Act and Related Statutes, Private Works Projects and 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. PRIVATE WORKS PROJECTS

On Private Works projects the published hourly wage and fringe rate set forth in the Agreement at the time of bid shall apply for the duration of the project or one year whichever occurs first. The same principle shall also apply to fringe benefits.

SECTION 3. WAGES.

See Schedule A.

ARTICLE XVII

Hours or Work/Overtime/Shifts

SECTION 1. NORMAL WORK DAY & WEEK

Eight (8) hours shall constitute the normal workday; and forty (40) hours shall constitute the normal workweek. 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.

The Employer has the option of either five (5) eight (8) hour days, or four (4) ten (10) hour days, to constitute a normal forty (40) hour work week upon agreement between the Employer and the Union. The Employer can change from one such schedule to the other, subject to agreement between the Employer and the Union with a one work day notice to the Union and Employee, and maintain such shift for a minimum of one week.

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.

If Alaska state law changes to allow more than 8 hours per day without overtime the Employer may choose to schedule the work in accordance with the statutory overtime provisions.

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 special conditions such as road closures, noise restrictions, or concrete pours, etc., 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

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; or (b) further, if owner's project specifications require that work be restricted to weekend, Saturday and Sunday will be straight time days.

SECTION 4. TWO-SHIFT OPERATIONS

a) If the Employer elects to start the first or "day" shift between 7:00 a.m. and 8:00 a.m., that shift will work eight (8) consecutive hours and be paid for eight (8) hours (exclusive of lunch) Monday through Friday.

b) The second shift will be the same.

c) If the Employer elects to work in excess of ten (10) hours in the second or swing shift, a shift premium of ½ hour will be paid.

SECTION 5. THREE-SHIFT OPERATIONS

a) In the event three (3) shift operations are elected by a Employer, the first shift will start between 7:00 a.m. and 8:00 a.m. and will work eight (8) consecutive hours and be paid for eight (8) hours (exclusive of lunch).

b) The second shift will work seven and one half (7 ½) consecutive hours and be paid for eight (8) hours (exclusive of lunch).

(c) The third shift will work seven (7) consecutive hours and be paid for eight (8) hours (exclusive of lunch).

SECTION 6. MULTIPLE SHIFTS

a) Multiple shifts and their starting and quitting times may be established in accordance with job requirements as determined by the Employer. There shall be no additional premium for shift work other than listed in Section 4 and 5.

b) Work performed before or after shift or shifts established according to Article XVII, if continuous with the shift, will be paid at the appropriate overtime rate.

SECTION 7. TIDE WORK

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

a) Workers called out between the hours of 5:00 p.m. and 7:00 a.m. on tide work will be paid at one and one-half (1-1/2) times the straight time rate of pay for each hour worked within those hours. Hours worked after 7:00 a.m. and before 5:00 p.m. will be paid in conformity with the general terms of this Agreement.

b) It is understood and agreed, however, that when Workers are called out on tide work, they will be guaranteed an amount equivalent to four (4) hours at the appropriate rate as a minimum for each call out.

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 device. Where employees live in a camp, or provided subsistence and quarters as identified in Article VII, such notification can be given any time prior to departure.

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 his 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 one (1) hour's pay at the applicable rate.

ARTICLE XIX

Meal Periods, Continuous Operations, Coffee Break

SECTION 1. MEAL PERIODS

An Employer will attempt to 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.

SECTION 2. WHEN EMPLOYER IS ENGAGED IN CONTINUOUS OPERATIONS

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 normally 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, and pile driving.

SECTION 3. COFFEE BREAK

One ten (10) minute paid coffee break will be allowed in a shift of less than ten (10) hours. Two ten (10) minute paid coffee breaks will be allowed in a shift of ten (10) hours or more.

**ARTICLE XX
Fringe Benefits**

SECTION 1. See Schedule A.

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.

**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.

**ARTICLE XXII
Pre-Job Conference**

SECTION 1. PRE-JOB CONFERENCE

For the purpose of arranging a pre-job conference, the Employer will inform the Union in writing upon award of the job. When requested by the Union and/or Employer, in writing, a pre-job conference shall be mandatory. If the Employer fails to comply with this provision and the Union discovers that an alleged violation of work assignments exists, the matter shall be referred to Article II, Section 5 for resolution.

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. WORK BY SUPERVISORS

While the Employer does not intend that salaried supervisors outside the bargaining unit be regularly engaged in bargaining unit work, it is none the less 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 or Schedule "A". 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-unit supervisors in performance of 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-unit supervisors).

SECTION 3. PRE-EMPLOYMENT IMMUNIZATIONS AND PHYSICALS

The Employer shall pay for all Employer required physicals and immunizations. This shall not be considered as time worked while engaged in these activities.

SECTION 4. CERTIFIED STICK OR WIRE WELDER

When the Union fills a request for a certified stick or wire welder, such referred Ironworkers shall have in his/her possession a current AWS D1.1 AWS D1.3, and AWS D1.8 as required or CWB recognized certificate (1 inch 3G/4G unlimited or 6G). If the job to be performed requires additional certification of any kind, the Employer shall pay for all expenses involved in securing such test as required by the terms of this Agreement. When a welding test is required by the Employer, the Employee shall be paid upon successful completion of the test for testing time. For a 3/8" plate test, the welder shall be paid two hours per test plate. For a 1" plate test, the welder shall be paid four hours per test plate. The Employer shall furnish the welder and the Union with a copy of the certification papers provided the Employee remains on the job to its completion or for thirty (30) days, whichever comes first.

SECTION 5. INJURED PERSON TO GET PRIORITY FOR REHIRE

An Employee who is required to leave employment because of job connected injuries shall, upon recovery there from, be given priority of hire by their former Employer when that Employer needs one or more employees in the injured person's classification, provided the 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 his recovery.

SECTION 6. 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 7. 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 certificated, all in accordance with applicable laws and regulations.

SECTION 8. JOINT VENTURE

Any reference to "Joint Venture" in this Agreement or any Schedule A 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.

**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. VIOLATION OF ANY PROVISION OF THIS ARTICLE

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

ARTICLE XXV Management Rights

SECTION 1. DISCRETIONARY AND DECISION MAKING 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 personnel and craft supervisory personnel required to perform the work.

SECTION 2. BACKGROUND CHECK

The Employer maintains the right to conduct a criminal background check on new Employees prior to hiring. Workers required by the Employer to submit to a Background Check will not be on the payroll of the Employer during the background check. If the worker is rejected he/she will be advised in writing of the reason they are being rejected. 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 the Background Check.

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 all addenda and to foster harmony between the parties. The Committee shall consist of one member from each of the crafts signatory to this 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, 2010, and shall continue in full force and effect through July 31, 2013, 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, July 31, 2013, 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 July 31, 2013, or any year thereafter of its desire that the Agreement shall be terminated.

SECTION 4. FEDERAL HEALTH CARE REFORM LEGISLATION

In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the health and welfare provisions of this Agreement, it is agreed that the parties will immediately meet to negotiate appropriate modifications. If such negotiations result in impasse it is agreed that any resulting strike or lockout shall not constitute a violation of the no strike/lockout provisions of this Agreement.

SECTION 5. EXECUTION OF AGREEMENT

This Agreement is executed this _____ day of _____ 2010, 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.

ASSOCIATED GENERAL CONTRACTORS OF ALASKA

John MacKinnon, Executive Director

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRONWORKERS LOCAL 751**

Gregory Kucera, Business Manager

John Lewis, President