

PREAMBLE

THIS AGREEMENT is between the Associated General Contractors of Alaska, Inc., (A.G.C.) and the International Brotherhood of Teamsters, Teamsters Local 959 and Alaska Technical Engineers Local 959, and as such, exercising jurisdiction over the State of Alaska, within the legal boundaries of the State of Alaska, and is a successive principal Agreement of all other prior agreements.

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 ensure 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 Teamsters Local Union No. 959 or Alaska Technical Engineers Local 959 of the International Brotherhood of Teamsters, of the State of Alaska. The term "Employer" means any employer who is or becomes signatory to this Master Agreement. The term "A.G.C." shall refer to the Associated General Contractors of Alaska, Inc. For the purpose of this Agreement, the A.G.C. is not acting as an agent or collective bargaining representative for any employers who are, or may become, signatory to this Agreement.

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, heavy and highway construction jobs, 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 who load and unload barges or other carriers of the Employers' materials and equipment at landing facilities serving the Employer's projects. It is further specifically recognized that this Agreement does not apply to commercial sand

and gravel operations, commercial ready-mix, or any other construction or non-construction related activity not listed immediately above.

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 Master Agreement and is also covered by a Schedule A, the provisions of this Master 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 A.G.C. 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 workers, in order to fill necessary 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 workers 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 refer applicant(s). The time referred 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. Registration & Operation of Hiring Hall

The registration requirements and operation of the hiring hall shall be as agreed in Schedule "A". It is understood that recognition for experience in the construction industry and residency within the geographical jurisdiction of the Union will be recognized.

Section 7 Domicile Resident

In a case where the Employer requires a domiciled resident, in accordance with Article VII, Section 2., Per diem, of the Agreement, and makes a request for such information at the time of the dispatch, the Union shall include the worker's domicile resident on the Union Dispatch form. For the purposes of this article, the term "domiciled resident" means a person living within sixty-five (65) road miles of the project or in the case of a highway project, the midpoint of the project, for at least twelve (12) consecutive months prior to the award of the project.

Section 8. Bona Fide Residents, Discrimination

(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. The individual must provide documentary proof of residency to the local union. The Union will provide whatever documentation it has to the Employer upon request.

(b) **Discrimination.** Employers and the Union agree that there will be no discrimination in hiring or referral of workers due 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. Immigration Reform.

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. 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.

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. If the parties are unable to agree on an impartial umpire, the parties shall select the impartial umpire in the matter 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 of the provisions of this section and to hold the Employer harmless.

Section 2. Check Off 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 the Employer transfers an Employee 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 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 4. Job Steward

One or more working stewards may be appointed by the Union from among its members working on the job that will represent the Union on the job. 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 designated Union Representative shall be consulted by the Employer prior to a job steward's termination because of drunkenness, dishonesty or other reason. 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 they are qualified for the last work available on the job.

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 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 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 A.G.C. 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 A.G.C., the Union may take the dispute to arbitration as outlined in Section 2 of this Article.

(f) Any dispute that arises between the Employees or between co-workers and/or 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 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 be referred to the International Representatives of the unions involved and they shall confer with the A.G.C. 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, agreements of record, area practice, and existing or prospective International jurisdictional agreements.

The parties to the Agreement agree they will be immediately bound by any applicable decision or award by the National Joint Board for Settlement of Jurisdictional Disputes.

ARTICLE VII SUBSISTENCE AND QUARTERS, TRAVEL TO AND FROM POINT OF PICKUP

Section 1. Employer Provided Camp or Suitable Accommodations.

Unless otherwise agreed, 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.

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 seventy-five dollars (\$75.00) per day or part thereof, to comply with federal Law and State Regulations while 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 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. 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.

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 enroute 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 enroute 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 reimbursed by the Employer no later than the first pay period after they receive proper documentation. If there is no insurance coverage by the air carrier, the Employer shall reimburse the Employee for the full, prior agreed value of Employer required tools lost 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 \$1,200.00 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, 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. State Common-Law

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 3. 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 Day	Veterans' 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 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, Section 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 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 within three working days after the termination. If 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 lesser amount.

On remote jobs 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 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. Wages

See Schedule A.

ARTICLE XVII HOURS OF 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.

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 Employee's 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

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 owner's project specifications require that work be restricted to include weekends, Saturday, and Sunday will be straight time days.

Section 4. Multiple Shifts

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 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 device. 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

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. 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 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 piledriving.

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

The Employer shall arrange a pre-job conference within a reasonable time period after the award of any construction project over one million dollars (\$1,000,000). A pre-job conference may be held telephonically or in person. Information covered in the pre-job conference should include, but not be limited to, project scheduling, duration, manpower and skill requirements, conditions, subcontractors, 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, returning one to the dispatching hall at the time of termination, 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 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 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 A.G.C. and the Union.

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, violation of company policies (so long as the employee has signed off on the company policy, and such policy does not conflict with this Agreement) 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 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 their recovery

Section 8. New Equipment and Classifications

Wage scales for Employees of equipment operated in construction not listed herein, or classifications not listed shall be negotiated at the time such equipment is to be operated or 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 certificated, all in accordance with applicable laws and regulations.

Section 11. Joint Venture

Any reference to "Joint Venture" in this Master 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.

Section 12. Request for information and reports

The Alaska Teamster-Employer Welfare Trust, the Alaska Teamster-Employer Pension Trust, and the Alaska Teamster-Employer Service Training Trust shall provide the condition of those Trusts and Funds annually to AGC. In addition, the Administrator shall provide AGC the actuarial report upon written request, contingent on approval by the respective Board of Trustees.

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. Employees Who Violate 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. 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 workers and craft supervisory personnel required to perform the work.

Section 2. Liabilities to Multiple Trust

Where more than one craft lists a classification of work in its collective bargaining agreement with the Employer, the Employer shall assign such work to any one or combination of Unions consistent with area and historical practice and agreements of record in the State of Alaska. The intent of this clause is to avoid potential liabilities to multiple crafts' trusts in the event of overlapping jurisdictions.

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 A.G.C. 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 Master Agreement and an equal number of signatory employers appointed by the Associated General Contractors of Alaska, Inc.

**ARTICLE XXVIII
DURATION, MODIFICATIONS, AND CHANGES**

Section 1. Signatory Parties

This Agreement between the A.G.C. and the International Brotherhood of Teamsters, Local 959, State of Alaska and Alaska Technical Engineers Local 959, within the legal boundaries of the State of Alaska.

Section 2. Term of Agreement

This Agreement shall become effective March 1, 2011, and shall continue in full force and effect through February 28, 2014, and thereafter from year to year.

Section 3. Reopener

If mutually agreed, either party may give sixty (60) days' written notice to the other party prior to February 28, 2014, 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 4. 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 February 28, 2014, or any year thereafter of its desire that the Agreement shall be terminated.

Section 5. Execution of Agreement

This Agreement is executed this _____ day of _____, 2011, 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 _____, 2011.

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 959 AND
TECHNICAL ENGINEERS LOCAL 959
STATE OF ALASKA**

**ASSOCIATED GENERAL
CONTRACTORS OF
ALASKA, INC.**

**Rick Boyles
Secretary-Treasurer**

**John MacKinnon
Executive Director**

Date

Date

**Gary Dixon
Vice President**

Date