

This Schedule "A" is a supplement to the Associated General Contractors of Alaska, Inc., and Teamsters Local 959 and Alaska Technical Engineers, Local 959, State of Alaska, Master Agreement and as such, exercising jurisdiction over the State of Alaska.

ARTICLE I

Section 1. Basic Qualifications.

(a) The Employer is obliged to accept Employees and Owner-Operators dispatched by the Union from its hiring hall only if they are qualified Employees, that is, Employees who have had at least three (3) years of actual practical experience in the building, heavy and highway construction industry. However, an Employee will be deemed to have basic qualifications upon the completion of a Teamster approved training program designed to qualify the Employee for the particular job(s).

(b) The Employer shall be obliged to accept Union dispatch only of those Technical Engineers who have met the requirements of the Alaska Technical Engineers, Local 959, which, at a minimum, include the following:

(1) By periodically passing a written examination and by having worked in the capacity of the classification as follows: Two (2) years of field experience for Party Chief, Office Technician, and Line and Grade Technician. One (1) year of experience for Associate Party Chief (successful completion of apprenticeship will substitute). Six (6) months of field experience for all other classifications (successful completion of an approved survey course will substitute). Employers agree to participate with the Union in preparing a suitable examination.

(2) Or by having worked as of the time a person applies for a period of six (6) months in that classification for an Employer who is party to this Agreement provided that the person has not been discharged for cause while working in that classification. In either event, the person must pass the written examination.

Section 2. Obligation to Hire Through The Union.

All bargaining unit Employees, including Owner-Operators, shall be hired through the Union except where the Union cannot dispatch persons with the minimum qualifications specified in Section 1 above, in which event the Employer is free to hire Employees from any source available at the time.

Section 3. Referral by the Union.

The Union shall maintain the registration lists, as set forth in Article II, and upon the request of an Employer, the Union shall refer registrants from the lists in the following order:

(a) Applicants shall be referred from the (A) List in successive order as their names appear on the list, and when the (A) List has been exhausted;

(b) Then applicants from the (B) List in successive order as their names appear on the list, and when the B list has been exhausted;

(c) Then applicants from the (C) List in successive order as their names appear on the list, and when the C list has been exhausted;

- (d) Then applicants from the (D) List in successive order as their names appear on the list;
- (e) Then applicants from the (E) List in successive order as their names appear on the list.

The Employer agrees, when calling the Union for workers, to designate a responsible representative for each project whom the Unions shall recognize as the agent of the Employer with authority so to hire. Furthermore, the Union shall be notified in writing as to the names of the authorized representatives and the parties mutually agree that employment will be made only through such persons designated by the Employer.

Section 4. Exceptions to the Referral Procedure.

The following exceptions to the referral procedure outlined in Section 3 above shall be recognized:

(a) "If, during the term of this Agreement, the Employer employs five (5) Teamsters by either placing an open call or by name requesting eligible individuals under Subsection 4c, 4d, and 4h of this Article, the Employer may then, after employing one (1) more Teamster by placing an open call, name request any individual holding "A" card status, regardless of their place on the "A" List, on a one to one ratio to subsequent employed open calls, (e.g., open call, name request, open call, name request...)"

(b) Requests for key persons to act as supervisors shall be honored without regard to the requested person's place on the Construction Out-of-Work list. Requests by the Employer for key persons to act as general foremen and foremen (non-working), Chief of Parties, Party Chief, and/or Office Survey Technician or supervisors shall be honored without regard to the requested person's place on the Construction Out-of-Work list. Employees hired under the provisions of Section 4(b) of this hiring Agreement shall not be utilized as a working foreman and/or reduced to a lower classification nor their employment as a foreman, party chief, or office survey technician shall not qualify them for a call back under Section 4(c) unless prior approval has been granted by the Union or until the Employee has worked for 1200 hours for the Employer under this Agreement and/or a prior Agreement. The job steward may be the first person hired and/or dispatched at the Union's discretion.

(c) Requests for a particular person previously employed by the Employer or a joint venture of which the Employer was a member, and who was laid off or terminated by the Employer or the joint venture within three (3) years previous to when the requested person was placed on the Construction Out-of-Work list, will be acknowledged only if the requested person is on the (A) list.

(d) Requests for a particular person previously employed by the Employer or a joint venture of which the Employer was a member, and who has been laid off or terminated more than three (3) years but not more than four (4) years prior to the request, shall be honored if the individual possesses an A card, provided that the Employer shall employ one (1) person referred from the proper place on the list for each such particular person requested.

(e) Requests for college students (seeking summer employment only) shall be honored without regard to the requested person's place on the list, provided that such students be sons or daughters of the Employer or management officials or of Teamsters working under this Agreement, and providing further that no more than one (1) such management requested student be employed for each ten (10) Teamster Employees employed by the Employer. For each person dispatched as a college student of management under this provision, the Employer shall employ a son or daughter of a Teamster on the next call for an Employee.

(f) Where the Employer engages in a joint venture, persons employed by any of the joint ventures may be transferred to the job or called for by name without regard to the requested person's place on the list, if the requirements of (b) and (c) above have been met by any of the joint ventures.

(g) "A subsidiary corporation or one under control of another corporation shall be considered the same Employer as the parent or controlling corporation for the purpose of transferring persons to or from the parent, subsidiary, or controlled corporation. In the event of such a transfer, there will not be required a new dues check off assignment; and there shall not be an interruption of the deduction of the Employee's dues and the forwarding of those dues to the Union."

(h) 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 must be made by the local hire prospect to the Employer and the Union.

(i) The Employer and the Union agree that there will be no unlawful discrimination in hiring or referral of workmen and that nothing contained in these hiring hall provisions shall prohibit the Union from dispatching to comply with state or federal affirmative action requirements.

Section 5. Request for People With Special Skills and Abilities.

Bona fide requests for Employees with special skills and abilities will be honored with the following provisions: The dispatcher shall refer persons possessing such skills and abilities in the order in which their names appear on the list. The decision of the dispatcher in referring registrants is appealable to the Joint Hiring Committee. Non-driver special skills will not be utilized in other classifications without prior approval of the Union. Special skills shall be defined as follows:

- (a) Lowboy drivers where required to breakdown or load cats, cranes or other similar type equipment.
- (b) Material coordinator, purchasing agent, parts men, warehousemen and/or related computer operators where required to have knowledge of special Federal numbers or other parts, materials or nomenclatures.
- (c) Tiremen where required to repair and maintain oversize tires and/or equipment.
- (d) Greaser when servicing specialized equipment.
- (e) Air cushion or similar type vehicles (land or sea).
- (f) Ambulance/fire truck drivers (EMT certified) and Construction and Material Safety Technician.
- (g) Captains, pilots and loadmasters (air and water).
- (h) Vacuum trucks, foam/oil distributor drivers.
- (i) Delta, commanders, rollagons, and similar type equipment.
- (j) Riggers (air/water/oilfield).

- (k) Concrete mixer driver and batch truck drivers.
- (l) Air/sea traffic controllers.
- (m) Super Vacuum Trucks/Cacasco Trucks/Heat Stress Trucks.
- (n) Push/pull trucks, jeeps.
- (o) Such other classifications that may arise during the terms of this Agreement.
- (p) 769-773-777 Catwaqons, B-70's, and other similar type and size equipment.

Section 6. Hiring on Outside Where Union Does Not Have People.

In the event that the Union is unable to fill a requisition within a forty-eight (48) hour period (Saturdays, Sundays, and holidays excepted), the Employer may employ without reference to the referral procedure. In such an event, the Employer will notify the Union of the names and dates of such hiring's within forty-eight (48) hours of such hiring's.

**ARTICLE II
HIRING OF PERSONS
REGISTRATION REQUIREMENT PROCEDURE**

Section 1. Eligibility for Registration on the Appropriate (General Construction or Technical Engineer) A, B, C, D or E lists.

The Union shall maintain a roster of job applicants and an Employee will be eligible for registration on that roster as follows:

THE A LIST: Individuals who are bona fide residents within the geographic jurisdiction of the Union and who have been employed by the Employer or party to this Agreement for an aggregate time of at least six hundred (600) hours during the period of three (3) years immediately preceding registration date.

THE B LIST: Individuals who are bona fide residents within the geographic jurisdiction of the Union and who have been employed by the Employer or party to this Agreement for an aggregate time from eighty (80) hours to five hundred ninety-nine (599) hours during the period of three (3) years immediately preceding registration date.

THE C LIST: Individuals who are bona fide residents within the geographic jurisdiction of the Union and who have worked less than eighty (80) hours for the Employer who is party to this Agreement.

THE D LIST: Individuals who do not claim residency within the geographic jurisdiction of the Union and who have worked over eighty (80) hours aggregate time for the Employer who is party to this Agreement during the period of three (3) years immediately preceding registration date.

THE E LIST: Individuals who do not claim residency within the geographic jurisdiction of the Union and who have worked less than eighty (80) hours for the Employer who is party to this Agreement during the period of three (3) years preceding registration date.

RESIDENT: For the purpose of this Article, a "resident" within the geographic jurisdiction of the Union shall mean an individual who has resided continuously for at least twelve (12) months within the geographic area for which the Union has craft jurisdiction, as defined by the bylaws and charter of the Union. A person-claiming residency may not claim or maintain a residency outside the geographic jurisdiction of the Union. The criteria for establishing residency shall be determined by the Hiring Hall Committee.

Any individual who establishes residency during the term of this Agreement shall, upon registration or re-registration of their Out-of-Work date, present proof of residency to the dispatcher, necessary for registration on the (A), (B) or (C) list.

The health and welfare and pension records shall be used in determining an applicant's place on the appropriate list.

Section 2. Registration Procedure.

Registration or re-registration of applicants for referral shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list, an applicant for referral on the (A), (B) or (C) list must renew their registration after their initial registration in person, every ninety (90) days. Applicants on the (A), (B) or (C) list who are residents within the geographical jurisdiction of Local 959 but do not reside in the metropolitan areas of Anchorage, Fairbanks, Kenai or Juneau, may register or re-register by mail.

To remain on the registration list an applicant for referral on the (D) or (E) list must renew their initial registration every ninety (90) days either in person or by mail.

All applicants shall be required to furnish such data, records, name(s) of Employers, length of employment, and licenses, as may be deemed necessary, and all the applicants shall complete such forms for registration as shall be submitted to them. Applicants for employment shall also list any special skills they may possess.

The dispatcher shall establish procedures and the documentary proof necessary to comply with the above-referenced mail-in provisions.

When a registrant is referred for employment and is actually employed on a job for more than fifteen (15) shifts, such registrant's name shall be removed from the list.

When a registrant, referred for employment, is actually employed on a job for fifteen (15) shifts or less, and terminates employment on their own volition (other than for personal illness or death in the immediate family), has been employed on three (3) short calls for an accumulation of four hundred fifty (450) hours within a twelve (12) month period, or is terminated for cause, said registrant's name shall be placed at the bottom of the list for their group. A registrant may refuse to be referred to employment in regular order without prejudicing their position on the list for their group. A short call is defined as actually being on a job for fifteen (15) shifts or less.

Section 3. Referral Will Be Non-Discriminatory.

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies, or requirements, or upon race, color, creed, age, sex, or national origin as those concepts are defined by applicable federal or state law.

Section 4. Posting of Procedures.

The Union will post at the Union offices all provisions relating to the functioning of the Hiring Hall and referral procedure as set forth in this Agreement.

Section 5. Fee May be Charged to Non-Members.

Applicants who are not members of the Union may be charged such reasonable fee as may be lawful, for the use of the hiring hall.

**ARTICLE III
UNION SECURITY**

Section 1. Check Off of Dues.

(a) The Employer agrees, to deduct from the wages of each Employee covered under this Agreement, the current Union supplemental dues as agreed to by the bargaining unit or as prescribed in the Local Union's bylaws. 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 the Employer by the Union.

(b) 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 the Employer may incur from compliance with this provision.

(c) A lien shall be created for any and all check offs and payments required by the Employer in favor of the Employee as now exists by statute, which lien rights shall be cumulative in nature during the life of this Agreement.

(d) Should the Employer fail to deduct the proper dues check off from the Employees, the Employer shall be liable for such deductions.

**ARTICLE IV
FIRST AID, SANITATION, AND
ACCIDENT PREVENTION**

Section 1. Conformation to all Health and Safety Regulations.

The Employer and the Employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement.

Section 2. Notice of Injury.

The Employer will notify the nearest office of the local Union immediately of all injuries of a critical nature and shall furnish all details of such injury. Lost time injuries of a noncritical nature, but which cause more than seven (7) days lost time, which come to the attention of the Employer will also be reported to the Union.

**ARTICLE V
WAGES**

The work coming under the jurisdiction of the Union and covered by the terms of this Agreement as described in Article I of the Master Agreement includes driving of necessary equipment used for transportation of men, equipment and materials, warehousing and storage of equipment and materials controlled by the Employer and on-site field surveying as indicated in the following classifications. It is further agreed that historic jurisdictional agreements to which Teamsters Local 959 is signatory will be observed.

See Article XVI, Wages (Davis-Bacon Act/Title 36, Alaska Statutes) and Article XVII, Hours [WHSSA] Walsh-Healy Act

Section 1. Teamsters Hourly Wage Rate.

GROUP 1 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	37.77	37.77	38.27	38.89

1. Air/Sea Traffic Controllers;
2. Ambulance/Fire Truck Drivers (EMT Certified);
3. Boat Coxswains;
4. Captains, Pilots (air and water);
5. Deltas, Commanders, Rollagons, and similar equipment when pulling sleds, trailers, or similar equipment;
6. Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards;
7. Helicopter Transporters;
8. Lowboys including attached trailers and jeeps, up to and including 12 axles (over 12 axles or 150 tons to be negotiated between the Union and the Employer);
9. Material Coordinator and Purchasing Agent;
10. Ready-mix over 12 yards up to and including 15 yards (over 15 yards to be negotiated);
11. Semi with Double Box Mixer;
12. Tireman Heavy Duty/Fueler
13. Water Wagon (250 Bbls and Above)

GROUP 1A HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	39.04	39.04	39.54	40.16

1. Dump Trucks, including rockbuggy and trucks with pups, over 60 yards up to and including 100 yards (over 100 yards to be negotiated);
2. Jeeps (driver under load).

GROUP 2 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	36.51	36.51	37.01	37.63

1. All Delta's, Commanders, Rollagons, and similar equipment;
2. Construction and Material Safety Technician
3. Dump Trucks (including rockbuggy and trucks with pups) over 20 yards up to and including 40 yards;
4. Lowboys including attached trailers and jeeps up to and including 8 axles.
5. Mechanics;
6. Partsman;
7. Ready-mix over 7 yards up to and including 12 yards;
8. Stringing Truck;
9. Super Vac Truck/Cacasco Truck/Heat Stress Truck;
10. Turn-O-Wagon or DW-10, not self loading;

GROUP 3 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	35.69	35.69	36.19	36.81

1. Batch Trucks 8 yards and up;
2. Dump Trucks (including rockbuggy and trucks with pups) over 10 yards up to and including 20 yards;
3. Expeditor (electrical and pipefitting materials).
4. Greaser - Shop
5. Oil Distributor Drivers;
6. Thermal Plastic Layout Technician.
7. Traffic Control Technician;
8. Trucks/Jeeps (push or pull);

GROUP 4 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	35.11	35.11	35.61	36.23

1. Air Cushion or similar type vehicle;
2. All Terrain Vehicles;
3. Boom Truck/Knuckle Truck over 5 tons;
4. Buggymobile;
5. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, over 5 tons;
6. Bus Operators, over 30 Passengers;
7. Combination Truck-Fuel and Grease;
8. Compactor (when pulled by rubber tired equipment);
9. Dump Trucks (including Rockbuggy and trucks with pups) up to and including 10 yards;
10. Dumpster;

11. Expeditor (general);
12. Fire Truck/Ambulance drivers;
13. Flat Beds, Dual rear axle;
14. Foam Distributor Truck Dual Axle;
15. Front End Loader with/forks;
16. Gin Pole Truck, Winch Truck, wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons;
17. Grease Truck;
18. Hydro Seeders-Dual Axle;
19. Hyster Operators (handling bulk aggregate);
20. Loadmaster (air and water operations);
21. Lumber Carriers;
22. Ready Mix, up to and including 7 yards;
23. Rigger (air/water/oilfield);
24. Semi or Truck and Trailer;
25. Tireman, light duty;
26. Track Truck Equipment;
27. Vacuum Trucks, Truck Vacuum Sweepers;
28. Warehouseperson;
29. Water Truck, Dual axle;
30. Water Wagon, Semi.

GROUP 5 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	34.35	34.35	34.85	35.47

1. Batch Truck, up to and including 7 yards;
2. Boom Truck/Knuckle Truck up to and including 5 tons;
3. Buffer Truck;
4. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, up to and including 5 tons;
5. Bus Operators, up to 30 Passengers;
6. Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project);
7. Flat Beds, Single rear axle;
8. Foam Distributor Truck Single axle;
9. Fuel Handler (station/bulk attendant);
10. Gear/Supply Truck;
11. Gin Pole Truck, Winch Truck, wrecker, Truck Mounted "A" Frame manufactured rating 5 tons and under;
12. Gravel Spreader Box Operator on Truck;
13. Hydro Seeder - Single axle
14. Pickups (pilot cars and all light duty vehicles);
15. Rigger/Swamper
16. Tack Truck;
17. Team Drivers (Horses, Mules, and similar equipment);
18. Water Wagon (below 250 Bbls)

Section 2. Technical Engineers Hourly Wage Rate.

GROUP 1A HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	40.99	40.99	41.49	42.11

1. Chief of Parties;

GROUP 1 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	39.40	39.40	39.90	40.52

1. Party Chief;

GROUP 2 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	38.80	38.80	39.30	39.92

1. Line and Grade Technician;
2. Office Technician;

GROUP 3 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	36.68	36.68	37.18	37.80

1. Associate Party Chief (includes Instrument and Head Chain Person);

GROUP 4 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	33.75	33.75	34.25	34.87

1. Stakehop/Grademan (Setting or transferring of grade marks);

GROUP 5 HOURLY WAGE RATE

Effective:	<u>Current</u>	<u>09/01/11</u>	<u>09/01/12</u>	<u>09/01/13</u>
	32.34	32.34	32.84	33.46

1. Chainperson (for crews with more than two (2) people);

Composition of Parties - Crew Makeup.

(a) Crews consisting of more than one (1) person, shall include at least one (1) Party Chief, and at least one (1) Associate Party Chief, when there is no Apprentice.

(b) Whenever one (1) Technical Engineer is called out to set horizontal and/or vertical control and maintain as-built date, such as on a sewer and water project, that person's rate shall be that of a Party Chief.

(c) At the minimum, whenever four (4) or more crews are employed by the same Employer on the same job, the Employer shall employ a Chief of Parties to coordinate crew assignments and to supervise the crews.

(d) The classifications of Instrument person and Head Chainperson are included in the Associate Party Chief classification.

(e) Dump Trucks including rockbuggy and trucks with pups, including 2-axle, 3-axle, and all other types of these capacities. "Yards of Capacity" are based on actual water measurement and are usually found on the data plate attached by the manufacturer. If side boards are used, the cubic yards held by the side boards are determined by measurement, and that amount is added to the actual water level measurement to determine the proper rate.

(f) Foreman shall be paid one dollar and fifty cents (\$1.50) per hour above the highest classification under their supervision or their own base rate, whichever is higher. This requirement shall pertain to each shift.

(g) General foreman shall be paid three dollars (\$3.00) per hour above the highest paid classification under their supervision or their own base rate, whichever is higher. This requirement shall pertain to each shift.

(h) The naming of the particular classifications above does not imply that the Employer is required to employ workers in each classification, and the Employer shall be the sole judge as to the number of workers to be employed.

(i) Pick-up trucks controlled by the Employer shall come under the jurisdiction of the Union when used primarily for transportation of workers, equipment and material.

Apprentices:

(a) Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer may employ apprentices to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

(b) The employment and disposition of apprentices shall be according to procedures set forth in the Joint Apprenticeship Training Committee (JATC) Standards as certified by the Bureau of Apprenticeship and Training for Construction Driver apprentices and the Standards of Apprenticeship developed for Technical Engineers of Alaska and Participatory Employers for Technical Engineers.

(c) All apprentices shall be dispatched from an availability list maintained by the Joint Apprenticeship Training Committee.

(d) **Construction Driver Apprentices.** The Construction Driver apprentice wage rate shall be established as a percentage of the Group 1 wage rate contained in this Collective Bargaining Agreement. The apprentice shall receive all other applicable fringe benefits as specified in this Agreement.

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journey worker wage rate as follows:

<u>Periods</u>	<u>Hours</u>	<u>Percentage</u>
1st	0 - 800	60%
2nd	801 - 1600	70%
3rd	1601 - 2400	80%
4th	2401 - 3200	90%

The ratio of Construction Driver Apprentices to journey workers shall not exceed a ratio of 1:1, 1:5, that is, with the first journey worker on the job, one (1) apprentice is allowed; when five (5) additional journey workers are on the job, another apprentice is allowed. The ratio will continue at the 1:5 rate.

(e) **Technical Engineer Apprentices.** Technical Engineer Apprentices shall be paid based upon the following percentages of the Group III wage rate:

- (1) Level 1 - Sixty percent (60%)
- (2) Level 2 - Seventy percent (70%)
- (3) Level 3 - Eighty percent (80%)
- (4) Level 4 - Ninety percent (90%)

ARTICLE VI ALASKA TEAMSTER-EMPLOYER WELFARE PLAN

Section 1. Employer's Hourly Welfare Contribution.

Effective September 1, 2011 the Employer shall contribute seven dollars and three cents (\$7.03) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund, for the purpose of providing a welfare plan for the Employees.

Effective September 1, 2012, the Employer shall contribute seven dollars and thirteen cents (\$7.13) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund.

Effective September 1, 2013, the Employer shall contribute seven dollars and thirty-eight cents (\$7.38) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund.

Section 2. Trust Agreement.

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Welfare Trust Fund in accordance with the Trust Agreement of January 30, 1960, which created the Trust

Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer-Trustees and Union-Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

Section 3. Payment of Contributions.

The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the Employee(s) worked. The current reporting procedure is as follows: Contributions not received by the bank by the twenty-fifth (25th) day of the month following the month in which the work was performed shall be deemed delinquent. If the twenty-fifth (25th) day of the month falls on a Saturday, Sunday, or Legal Holiday, delinquency shall be presumed to occur on the next regular business day. The Trust Fund will furnish the transmittal forms.

Section 4. Employer's Liability.

If the Employer's delinquency results in an Employee being unable to receive the benefits of the health and welfare plan, the Employer shall be liable to the Employee for all the benefits which were lost, including the payment of any medical and hospital bills which the Employee may have incurred.

ARTICLE VII ALASKA TEAMSTER EMPLOYER PENSION TRUST

Section 1. Employer Hourly Pension Contributions.

Effective the term of this Agreement (March 1, 2011 through February 28, 2014), the Employer shall contribute seven dollars (\$7.00) for each hour of compensation earned by each Employee represented by the International Brotherhood of Teamsters, Local 959 and Technical Engineers, Local 959, during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the Employees.

Section 2. Payment of Contributions.

The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the Employee(s) worked. The current reporting procedure is as follows: Contributions not received by the bank by the twenty-fifth (25th) day of the month following the month in which the work was performed shall be deemed delinquent. If the twenty-fifth (25th) day of the month falls on a Saturday, Sunday, or Legal Holiday, delinquency shall be presumed to occur on the next regular business day. The Trust Fund will furnish the transmittal forms.

Section 3. Rehabilitation Plan Supplemental and Surcharge Contributions.

The Alaska Teamster-Employers Pension Trust (ATEPT) has adopted a funding Rehabilitation Plan pursuant to ERISA Section 305 (added by the Pension Protection Act of 2006). Teamsters Local 959 agrees to fund any Surcharge Contribution and/or Supplemental contributions associated with the Rehabilitation Plan out of the total wage and benefit package negotiated for the length of the Agreement. These additional contributions are directed solely toward improving the Plan's funded status with no benefit accrual to the employee. When the actuary and trustees confirm in writing that the fund is no longer critical and the Supplemental Contributions are no longer necessary as required by ERISA then benefits may start to accrue for

the employee. But, the contributions will continue until the Pension Plan becomes 100 percent funded. Once the Pension Plan reaches 100 percent funded the contributions may be reduced and/or eliminated. Representatives from the Union and AGC of Alaska will meet to negotiate the redistribution of the contributions to wages and or benefits.

The three (3) year supplemental pension phase-in of the Pension Rehabilitation Plan is based on the July 1, 2009 pension rate of six dollars and fifty cents (\$6.50).

(a) Effective September 1, 2011, the Employer shall contribute to the supplemental pension at the rate of one dollar and thirty cents (\$1.30) for each hour of compensation earned by each employee.

(b) Effective September 1, 2012, the Employer shall contribute to the supplemental pension at the rate of two dollars and twenty-eight cents (\$2.28) for each hour of compensation earned by each employee.

(c) Effective September 1, 2013, the Employer shall contribute to the supplemental pension at the rate of two dollars and ninety-nine cents (\$2.99) for each hour of compensation earned by each employee.

September 1, 2011 $\$6.50 \times 20\% = \1.30

September 1, 2012 $\$6.50 \times 35\% = \2.28

September 1, 2013 $\$6.50 \times 46\% = \2.99

ARTICLE VIII 401(K) DEFINED CONTRIBUTION PLAN

Each Employer will have the option to participate in the Supplemental Income 401(k) Plan. The Employer's obligations are limited to the execution of the Plan's Subscriber Agreement and the timely payment of the portion of wages the Employees elect to pay into the Plan. Administrative costs will be deducted from the participants' accounts.

ARTICLE IX DELINQUENCIES

Failure of the Employer to make the contributions to the Employee benefit programs provided for in this Collective Bargaining Agreement in accordance with the applicable Trust Document, and/or the rules and regulations adopted pursuant thereto by the trustees of the respective trusts, or failure of the Employer to transmit dues deducted from wages of Employees pursuant to dues check off authorization to the Union at the same time the Employer makes the Employee benefit program contributions, shall subject the Employer to liquidated damages. Liquidated damages in the case of contributions to Employee benefit programs shall be in accordance with the respective Trust Document and rules and regulations implementing the same which at the time of execution of this Agreement were as described below for the following Trusts:

Alaska Teamster-Employer Welfare Trust
Alaska Teamster-Employer Pension Trust
Alaska Teamster-Employer Service Training Trust

Liquidated damages are assessed at four percent (4%) per month to a maximum of twenty percent (20%) per year, however, such liquidated damages shall in no event be less than twenty-five dollars (\$25.00) for each month of contributions which are delinquent.

In addition, the Employer can be charged for attorney fees and costs of collecting delinquent contributions for all benefit programs.

Liquidated damages to Local 959 for failure to transmit Dues Check off shall be four percent (4%) per month, to a maximum of twenty percent (20%) per year, (\$25.00 minimum per month). In addition, the Employer can be charged for attorney fees and costs of collecting delinquent Dues Check off of Local 959.

The Employer acknowledges that it has received a true copy of the following Trust Documents:

Alaska Teamster-Employer Welfare Trust
Alaska Teamster-Employer Pension Trust
Alaska Teamster-Employer Service Training Trust

and it is understood and agreed that the Employer, by signing this instrument, accepts the terms and conditions of the above listed Trusts and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees and additional Employer-Trustees appointed pursuant to the terms of the respective Trust, and their successors in trust, are and shall be their representatives, and consents to be bound by the action and determinations of the Trustees.

If the Employer fails to pay contributions to the retirement, defined contributions, or health trusts for a period of two (2) months, or if an Employer is delinquent for the second (2nd) time for a period of at least one (1) month within a twelve (12) month period of their first delinquency, the Union may strike the Employer and the Union shall not dispatch workers to that Employer. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the execution of a confession of judgment, the posting of a bond or other security providing for weekly contributions, or any combination of the above, the Administrator may advise the Union that workers may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent, the Employer shall pay the total cost of the audit. The Employer will cooperate fully in and during the audit or no workers shall be dispatched to the job.

ARTICLE X ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST

Section 1. Employer Hourly Service Training Contributions.

The Employers are signatory to a Trust Agreement establishing the Alaska Teamster-Employer Service Training Trust effective July 1, 1974. It is understood that under the provisions thereof, the Employers, effective September 1, 2011, shall contribute to the Trust Fund, one dollar and ten cents (\$1.10) for each compensable hour accredited to Teamsters in their employ, for the purposes of training, apprenticeship and upgrading as specified in said Trust Agreement. It is understood that the contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

(a) Effective September 1, 2012, the Employer shall contribute one dollar and fifteen cents (\$1.15) for each compensable hour to the Alaska Teamster Employer Service Training Trust.

(b) Effective September 1, 2013, the Employer shall contribute one dollar and twenty cents (\$1.20) for each compensable hour to the Alaska Teamster Employer Service Training Trust.

ARTICLE XI CONSTRUCTION INDUSTRY PROGRESS FUND (CIPF)

Section 1. Employer Hourly Construction Industry Progress Fund Contributions.

Effective September 1, 2005, the Employers agree to remit ten cents (\$.10) per hour for each Employee to the Construction Industry Progress Fund (CIPF). This amount shall be used for promoting and supporting stability in the Construction industry, long-term construction programs, and adequate funding for public works projects on the state and local government level; to assure minimal governmental interference in free enterprises through the regulatory process; to support secondary and post-secondary vocational programs to create a competitive, educated workforce; and, to cooperate with AGC Safety, Inc. in its safety program to improve working conditions and safety records.

The deductions will continue without interruption and will be forwarded to CIPF's agent. Such deductions shall be transmitted to CIPF's agent within ten (10) days following the end of each calendar month.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Owner-Operators - Leased Equipment.

(a) The Employer or Subcontractor shall refer to the Local Union all owner-operator or drivers of equipment, for dispatch, for any work to be performed for the Employer or Subcontractors on work covered by this Agreement. Owner-Operators may exercise their preferential right to rehire by former Employers only in the status of owner-operators.

(b) Owner-Operator is an individual that holds legal or registered title to a motor vehicle or to the power equipment unit thereof in his or her name and who personally drives such vehicle or unit in the performance of work covered by this Agreement.

(c) Owner-Operators shall be treated as Subcontractors.

(d) Owner-Operator's will comply with state and federal laws.

Section 2. Man Haul.

The Employer agrees that man hauls will be provided for the transportation of its Employees as specified, and where feasible, shall be driven by a qualified Teamster.

Section 3. Maintenance of Equipment.

When an Employer is performing the fueling, cleaning (including steam cleaning), lubricating, tire and battery service, and all other services necessary in the maintenance of equipment operated by Teamsters or any other craft (other than repairs), said work may be performed by Teamsters. (Letter from Operators and Teamsters.)

Section 4. Tools.

(a) Technical Engineers shall not be required to furnish any surveying equipment, transits, levels, chains, etc., or any small supplies such as, but not limited to, field books, stakes, hob nails, lead holders, flagging, rods, etc.

(b) Technical Engineers shall not be required to furnish their own transportation at the job site for tools to perform their work assignments.

**ARTICLE XIII
DURATION**

This Schedule A is a supplement to the Master Agreement between the Associated General Contractors of Alaska, Inc., and Teamsters Local 959 with terms and conditions as stated in Article XXVIII of the Master Agreement. This Schedule A shall extend for the same term of Agreement as the Master Agreement, and notice of opening or termination under the provisions of the Master Agreement shall constitute simultaneous notice of opening or termination of this Schedule A.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on 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