

PREAMBLE

THIS AGREEMENT between the Associated General Contractors of Alaska, and Local Union No. 867 of the Operative Plasters and Cement Masons, within the legal boundaries of the State of Alaska is a successive principal Agreement of the 2007 - 2010 Agreement and all other prior agreements between the Associated General Contractors of Alaska, and the aforementioned union.

PURPOSES

It is the purpose of this Agreement to provide a document which can form the basis of a collective bargaining agreement between Employers and Unions thereby assuring a supply of competent and capable persons for the performance of the work undertaken by Employers, maintaining the continuity of employment to the persons employed, preserving amicable labor-management relations, eliminating work stoppages and delays in the prosecution of all work undertaken by Employers, improving the competitive position of the organized sector of the construction industry, and recording 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. Any reference to either the male or female gender in this Agreement is intended to include both genders and is not to be considered as a limitation on either sex. The term journeyman(men) as used within this Agreement shall be considered a performance level and not a gender term.

ARTICLE I **PARTIES AND COVERAGE**

SECTION 1. Parties.

The term "Union" shall refer to Local Union No. 867 of the Operative Plasterers and Cement Masons. The term "AGC" shall refer to the Associated General Contractors of Alaska. For purposes of this agreement, the AGC is not acting as an agent or collective bargaining representative for any Employers who are or may become signatory to this agreement.

SECTION 2. Union Recognition and Employee Coverage.

The Employers recognize the Union as the sole and exclusive bargaining representative for 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.

SECTION 3. Effect of Other Agreements.

The Provisions of this Agreement to be agreed upon between the Employer and the appropriate Union(s), shall apply to all work identified in Article I, Section 2, notwithstanding provisions of National Union Agreements which may conflict or differ with the terms of this Agreement.

SECTION 4. Subcontracting - Uniform Conditions

- a) Except as provided in paragraphs b and c & d below, the Employers agrees not to subcontract any work at the site of the construction covered by the terms of this Agreement to any subcontractor unless said subcontractor agrees in writing to perform said work subject to all terms and conditions of this agreement. Prime contractors shall assure that subcontractors engaged to perform work under the terms of this Agreement shall become signatory to this Agreement prior to performing said work. The Union agrees to allow a subcontractor to be bound by the terms of this agreement, on that work [performed for an Employer on an individual project] without binding the subcontractor to this Agreement on any other work for the same or any other Employer.
- b) Whenever the Employer is obligated to satisfy DBE-WBE recruiting requirements the Union and the Employer mutually agree to waive this provision prior to commencement of the work in the event an Employer and Union are unable to find qualified competitive union minority subcontractors.
- c) When potential union subcontractors are not available in the locality of the job site to perform the work and/or where the general contractor receives no competitive union bids, the Employer and the Union mutually agree that this provision Section 4 is fully waived.
- d) For the purposes of this Agreement, the Employer is entitled to designate a bid as non-competitive when it is not the lowest bid.
- e) If requested, furnish the Union the name and address of said sub-contractor immediately upon awarding the sub-contract.

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 with respect to that geographical area and/or project(s).

The Union will provide the AGC with a true copy of any Agreement signed by any Employer that covers work recognized as field construction work that differs in any

material way from the working terms and conditions or wages contained in this Agreement within five (5) calendar days of such signing.

ARTICLE II **HIRING OF PERSONS**

SECTION 1. Hiring Hall.

The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, 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 they may require 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, by-laws, 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. Failure to comply with this provision shall necessitate a four (4) hour show up time which shall be paid to the rejected Employee. 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 procedures of the Collective Bargaining Agreement been followed, the full amount of wages which said individual has lost, together with the payment into the various fringe benefits trusts on behalf of said individual.

SECTION 6. Registration.

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

There shall be three (3) groupings of the out-of-work list. All workers shall be registered on the appropriate list. Each applicant for referral shall be required to furnish such data records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registrations as shall be submitted to them. Applicants for employment shall also list any special skills they may possess.

Employers and the Union agree that there will be no discrimination in hiring or referral of workers due to their race, creed, color, age, or sex; provided further, that notwithstanding these hiring hall provisions, the Union, when requested by an Employer, shall dispatch to allow an Employer to comply with: state or federal affirmative action requirements; any other local, state or federal law; or any reasonable contractual obligation imposed by an Owner.

SECTION 7. Referral Procedure.

- a) Upon the request of an Employer for workers, the Union shall refer registrants to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this or of a related agreement from the list in the following order of referral:
 1. Applicants shall be referred from the "A" List in successive order as their names appear on the out-of-work list and, when the "A" List has been exhausted, then
 2. Applicants from the "B" List in successive order as their names appear on the out-of-work list, and when the "B" List is exhausted, then
 3. The applicants from the "C" List and the remaining successive Lists in successive order as their names appear on the out-of- work List.
- b) Separate lists will be established and maintained for apprentice workers, and referrals shall be made on the same basis as that for workers except that the experience conditions set out in Section 1 of this Agreement shall, as to apprentice workers, not be applicable or required.

- c) Any applicant who is rejected by the Employer shall be restored to their place on the appropriate list on which they are registered. When a worker quits a job of their own volition without good and sufficient cause they shall be registered at the bottom of the appropriate list.
- d) When a registrant is referred for employment and is actually employed on a job for one (1) day such registrant's name shall be removed from the list. When their employment terminates, they shall be registered at the bottom of the appropriate list on which they are entitled to be registered. A registrant may refuse to be referred to employment in regular order without prejudicing their position on the appropriate list on which they are registered.
- e) The referral procedure as contained herein shall be followed except that:
 - 1. Requests by Employer for key workers to act as foremen shall be honored without regard to the requested worker's place on the out- of-work list. Foremen hired under these provisions shall not be reduced to a lower classification and their employment as requested foremen shall not qualify them for callbacks under the rehire clause contained in subsection 2 below. To qualify as a foreman under this Section, the Employee must actually perform the duties of a foreman. Employers shall not abuse the privilege of requesting foremen.
 - 2. Requests by the Employer for a particular person previously employed by the Employer or a joint venture of which the Employer was a member and who has been laid off or terminated by the Employer within three (3) years previous to the request shall be honored, and a request for a particular worker who has been laid off or terminated more than three (3) years, but not more than five (5) years prior to the requests shall be honored to the extent that one person referred to the Employer by the Union from the out-of-work list shall be employed for every person so requested by name.
 - 3. Bona fide requests from the Employer for workers with special skills and abilities will be honored; the dispatcher shall refer persons possessing the skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the dispatching agent in referring registrants is appealable to the Joint Hiring Committee as herein provided.
 - 4. Requests by Employers for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the area for a period of twelve (12) months immediately prior to the date of the requests.

5. Requests by an Employer for a particular individual with no priority shall be honored without regard to the requested person's place on the out-of-work list, provided said individual shall occupy the status of son or daughter of management, or son or daughter of workers.
 6. All "A" List workers on the out-of-work list may be requested by name, regardless of place on the list.
- f) A subsidiary corporation or one under control of another corporation shall be considered the same Employer as the parent controlling corporation for the purpose of transferring workers to or from the parent, subsidiary, or controlled corporation.
 - g) In the event that the referral facilities maintained by the Union are unable to fill the requisition for any Employer for workers within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants without reference to the referral procedure. In such an event, the Employer will notify the Union of the names and dates of such hiring's within forty-eight (48) hours of such hiring's.

SECTION 8. Employment Clearance.

- a) To avoid duplication of orders and to effect an orderly hiring procedure, the Employers agree, when calling on the union for workers, to designate a responsible representative for each project whom the Union shall recognize as the agents of the Employers 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 order.
- b) The Union and the Employer shall post, in places where notices to all Employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

SECTION 9. Registration Requirements.

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

- LIST A: Workers who are bona fide residents of Alaska and have worked in the trade for an Employer or Employers for an aggregate time of at least 400 hours during the last two years.

LIST B: Workers who have worked for such Employer or Employers in the trade for an aggregate time of at least 400 hours during the last two years.

LIST C: All other applicant workers for employment.

SECTION 10. Residents.

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

SECTION 11. 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 procedure is identified in the Employers policy and procedures manual. If the Employee is put to work while they are awaiting the results they will be paid for time worked. The Employer will pay for all drug and alcohol screening.

SECTION 12. Referral Disputes:

Any and all disputes arising out of work registrations, work referrals and the preparation of the referral registration lists will be submitted to the Union. Any applicant or registrant shall have a right to present any dispute arising out of and relating to the operation or functioning of the job referral plan to the Union.

SECTION 13. Severability Clause:

It is not the intent of this Article to in any way violate State or Federal Law or regulation and the development of any such situation shall be cause for immediate negotiations between the signatories to this Agreement to correct the language. In the event that, as a result of a charge or suit against any party to this Agreement (to include any member of the Associated General Contractors of Alaska, or any Employer who adopts and works under this Agreement), any section or provision hereof or the entire Agreement shall be declared or held to be invalid or illegal by any authorized Board or Court, the part, section, provision or the entire Agreement so held or declared invalid or illegal shall 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.

ARTICLE III
HIRING HALL COMMITTEE

SECTION 1. Creation of Committee.

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

SECTION 2. Powers of Committee.

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

SECTION 3. Employer Disputes.

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

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

ARTICLE IV
UNION SECURITY

SECTION 1. Union Shop.

All Employees covered by this Agreement who are members of the Union in good standing on the effective date of this clause shall remain members in good standing. Those who are not members in good standing on the effective date of this clause shall, within fourteen (14) days following the effective date of this clause, become and remain members in good standing in the Union. Employees hired or covered by this Agreement subsequent to the signing of this Agreement shall be required to become and remain members of the Union in good standing within fourteen (14) days of hire or being covered. All requests by the Union for the dismissal of any Employee for failure to comply with the provisions of this paragraph shall be in writing. The Union agrees to defend any charge or suit made or brought against any Employer as the result of the

dismissal or termination of any Employees pursuant to the provisions of this section and to hold the Employer harmless.

SECTION 2. Checkoff of Dues.

The Employers agree to deduct from the 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 deduction. If an Employer transfers an Employee to a subsidiary and/or sister company, or if an Employee is transferred by the Employer to a joint venture that is formed by the Employer, it is agreed that for purposes of Union dues and/or assessments, the Employee need not execute a new written assignment calling for such deduction. Consequently, the deductions will continue without interruption and will be forwarded to the Union by the Employer who is then paying the Employee. Such deductions shall be transmitted to the Union within fifteen (15) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to each Employer by the Union. Each signatory Union shall notify the Employer of the amount to be deducted.

The above deductions shall be made by the Employers 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 workers ability, competence and performance. No person shall be discriminated against for upholding Union principles and any person who serves on a Committee shall not lose their position or be discriminated against for this reason.

SECTION 4. Job Steward.

One or more working stewards may be appointed by the Union that will represent the Union on the job at all times, subject to the supervision of the Union. 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 job steward shall be the last person terminated provided they are qualified for the last work available on the job. The designated Union Representative shall be consulted by the Employer prior to a job steward's termination for cause. The job steward shall be allowed to discuss grievances arising under this Agreement with the job supervisor during working hours without loss of compensation for such time spent in the pursuit of their job steward duties. 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.

SECTION 5. Discipline.

The Union shall retain the right to discipline its members at all times. The Union shall have the authority to remove any member from a job who becomes more than two (2) months delinquent in his Union Dues. Provided, however, that these members would be removed before the start of a shift or after a shift is completed.

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 Employee shall report to their job steward or such other business representative as may be designated by the Union, any grievance, complaint, or dispute that arises between the Employee and the Employer. The designated job steward or business representative will attempt to resolve the matter, between the parties on the job immediately.
- 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 a Company 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. and shall proceed 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) days, the Union will present the matter to the Executive Director of the AGC for adjustment, and will reduce the matter to writing if requested.
- e) In the event the matter cannot be adjusted within four (4) working days from the date the grievance, complaint, or dispute is presented by the Union Representative to the Executive Director of AGC, the Union may take the dispute to arbitration as outlined in Section 2 of this Article.
- f) Any dispute that arises between the Employees and the Employer or any complaint or grievance on the part of both or one; said grievance, complaint, or dispute shall be submitted to the Local Union within thirty (30) days of the known date of the violation or when the 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 and shall be handled in the following manner:

- a) In the event a grieving party submits a grievance or dispute to arbitration, an Arbitration Committee shall be selected as follows: The Union Representative and the Employer shall each name a representative to the Arbitration Committee within two (2) working days. The two (2) individuals so selected will then name a mutually acceptable third member to the Arbitration Committee, who shall act as Chairman. In the event that the first two (2) members of the Arbitration Committee are unable to agree upon a third member within three (3) working days, the parties shall select an arbitrator by the striking method from a permanent list of Alaska arbitrators previously supplied by the American Arbitration Association. This third member will be selected within five (5) working days after the failure to agree on a mutually agreeable 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 the 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 the AAA standards and procedures for grievance arbitration. The arbitration committee

shall have no authority to add to, alter, delete or modify any provision of this Collective Bargaining Agreement.

- e) Should the party against whom the decision is rendered fail to execute the decision of the Committee within the prescribed time the other party may strike or lock out.

ARTICLE VI **JURISDICTIONAL DISPUTES**

SECTION 1. Jurisdictional Disputes.

If a jurisdictional dispute arises, it shall first be submitted to the Local Unions involved for settlement. If the local Unions involved reach settlement the Employer agrees to be bound by such settlement. If the local Unions fail to reach settlement then if no understanding or agreement is reached within forty-eight (48) hours it shall be referred to the local Unions involved and the Associated General Contractors of Alaska for settlement; then, if no understanding or agreement is reached within forty-eight (48) hours, it shall be referred to the International Representatives of the unions involved, and they shall confer with the Associated General Contractors of Alaska 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 decisions of record, area practice, and existing or prospective International jurisdictional agreements. The Employer and the Union recognize that some work classifications are not the exclusive jurisdiction of one craft. The Employers and Union recognize that they will not deviate from established work classifications. Where more than one craft lists a classification of work in its collective bargaining agreement with the Employer, it shall be the exclusive right of the Employer to assign such work to any one or any combination of unions and said assignment shall not be considered a violation of Article VI "Jurisdictional Disputes" or a grievance under Article V "Grievance Procedure", nor shall it be considered a violation of the Hiring Hall under Article II, Section 5 "Violation of Hiring Hall" of this Agreement.

The parties to the Agreement agree that they will be immediately bound by any applicable decision or award by the National Joint Board for Settlement of Jurisdictional Disputes in accordance with the plan adopted by the Building Trades Department of AFL-CIO.

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

TRAVEL TIME

SECTION 1. Employer Provided Camp or Suitable Accommodations.

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

SECTION 2. Per-Diem:

Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per-diem in lieu of room and lodging may be paid at the basic rate of \$75.00 per day or part thereof, when 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. Room & Board Not Part of Wages.

Where an Employer is required under this Agreement to provide or furnish board, lodging, or any other facility, the cost or amount thereof shall not be considered or included as a part of wages but shall be excluded there from.

When the Employer provides a camp where board and lodging are not required, the Employer shall meet with the Union and the parties shall mutually agree to the amount of reimbursement by the Employee, if any, for the reasonable cost of furnishing board and lodging.

When the Employer determines that in order to maintain a competent work force they must provide facilities not required by the Agreement.

SECTION 4. Transportation To or From Pickup Point.

Where there is an established point of pickup, or the Employer deems it necessary to transport an Employee by boat, airplane, or other Employer supplied conveyance, work shall begin at the site of the work unless it takes more than one half (1/2) hour to transport persons, either to or from the pick- up point. In that event, round-trip travel time exceeding one (1) hour shall be considered as time worked and compensation computed on the basis of the travel time consumed, going from and returning to the point of pickup. When furnished, transportation from pickup point to work site and the return

from work site to pickup point shall be by the most expeditious route and means possible; such transportation shall be safe and lawful and the persons shall be seated in reasonable comfort and protected from the elements.

SECTION 5. Transportation Provided by Employee.

Where a jobsite is more than 65 road miles from the point of dispatch and accessible in a two wheel drive vehicle all mileage beyond 65 road miles to and from the jobsite shall be considered as straight time worked and compensation computed on the basis of ½ (one half) hour for every 30 road miles per dispatch. In case of an Employee who is a resident of the local area, the mileage will be computed from their permanent residence.

SECTION 6. Transportation of workers in Southeast.

If an Employee is transported in Southeast Alaska by air or water or if the Employee cannot travel to a job site in a two wheel drive vehicle the Employer shall pay the cost of transporting the Employee.

ARTICLE VIII
TRANSPORTATION WHEN PERSONS RECRUITED

SECTION 1. Transportation To the Site.

When persons are recruited, transportation and actual reasonable expenses of board and lodging while en route shall be borne or reimbursed by the Employer.

SECTION 2. Transportation From the Site.

At the termination of the contract, project, or season, and providing the Employee immediately, unless otherwise mutually agreed to by the Employee and the Employer returns to the point of hire, the Employer will pay for transportation, actual expenses of board and lodging while en route to the point of hire. Provided further, that if the Employee is voluntarily terminated or has been discharged for drunkenness, drug abuse, dishonesty, or failure to perform the Employee's ordinary duties prior to completing thirty (30) days on the job, the above provision shall not apply. However, an Employee who has completed thirty (30) days or more on the job and who is terminated for drunkenness, drug abuse, or dishonesty the above portion also shall not apply.

ARTICLE IX
TRANSPORTATION OF TOOLS AND PERSONAL EFFECTS

SECTION 1. Transportation of Tools.

Transportation costs for Employer required tools from point of hire to the jobsite and return shall be borne by the Employer. The Contractor shall reimburse the Employee for the full prior agreed value of Employer required tools lost while in the care, custody, or control of an air carrier while an Employee is traveling pursuant to this Section.

SECTION 2. Personal Effects.

The Employer also will be responsible in case of fire or flood for all the personal effects of Employees in an amount not to exceed \$1,500.00 each in all Employer's camps or in camps arranged for by the Employer, other than those camps owned or operated by the Government. Provided further that the Employee must have submitted an itemized inventory for personal effects other than clothes prior to the loss.

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

SECTION 1. First Aid Requirements.

In case of accidents the following requirements for first aid are agreed to:

- a) The Employer will keep and maintain fully equipped standard First Aid Kits (as prescribed by the National Safety Council) where equipment for isolated crews are working in remote areas, or in areas where First Aid Kits are not immediately available; such kits shall be provided and be accessible on each machine and/or for each crew.
- b) The Union will cooperate with the Employer in order to have at least one person in each 20 employed who is a trained first aid person. No person shall be employed as a foreman who does not have a valid, up-to-date First Aid Card.
- c) Blankets and stretchers shall be maintained for the use of Employees who may be injured.
- d) Persons whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant other than the driver.
- e) Immediate transportation must be provided for seriously injured persons, and such transportation must have precedence over all other transportation under the control of the firm or party upon whose operation the accident occurs.

SECTION 2. Camp Requirements.

All camps, regardless of size and location, shall provide adequate laundry, drying and bathing facilities for Employees. Showers are preferable and shall be provided in ratio of at least four shower heads for each fifty Employees. The Employer or subcontractor shall furnish towels, wash cloths and hand soap to all Employees.

Each person shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and weekly change of linen. Shelterwells and similar structures shall require approximately ninety (90) square feet of floor area per worker. Adequate closet or locker space shall be provided each person, and where more than two

(2) persons are housed in a single room, a locker and keys or lockable closet shall be provided each person. There shall be no more than four (4) persons housed in a standard 16 x 24 shelterwell. Room attendants shall be required to sweep floors and tidy rooms daily, excluding Sundays and holidays, and one day each week shall give each room a general cleaning, including an antiseptic treatment of floors. The Employers shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third party. However, Employees covered by this Agreement shall be entitled to as favorable camp conditions as other Employees covered by AGC Agreement.

(Note 1.) Alberta or equal quality trailer camps are acceptable providing the patented or similar covered walk-ways are installed.

SECTION 3. Equipment Requirements.

It shall not be considered a violation of this Agreement where persons refuse to work with or ride in unsafe equipment or where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonably sanitary condition. The Employers agree that all equipment shall be properly cabbed and screened.

SECTION 4. Shelter Requirements.

Warm and adequate shelter shall be provided for the Employees by the Employer in which to dry their clothes and eat their lunches.

SECTION 5. Drinking Water.

Cool and clean drinking water in sanitary containers and disposable cups will be provided in adequate supply in close proximity to Employees at all times.

SECTION 6. Toilets and Urinals.

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. Toilets shall be protected from weather and falling objects.

SECTION 7. Operation of Boats.

In the interest of safety the Employer reserves the right to operate boats and assign boat coxswains in conformance with those existing U.S. Coast Guard Regulations which apply to boats hauling for hire. Although licensing and certification standards promulgated by the Coast Guard will apply, formal certification and/or licensing will not be necessary unless the owner is actually hauling for hire. A joint Employer/Employee safety committee will ascertain compliance.

SECTION 8. 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.

SECTION 9. Background Check

The Employer maintains the right to conduct a criminal background check for felony convictions and/or driving convictions on new Employees prior to hiring. If required by the Employers contract or insurance carrier requirements. Workers required by the Employer to submit to a Background Check will not be on the payroll of the Employer during the background check. If the Employee is put to work while they are awaiting the results they will be paid for time worked. The Employer will pay for the Background Check.

ARTICLE 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 |

If the holiday falls on a Saturday, then the following shall apply:

Employers/Employees who regularly work a five day work week shall observe the holiday on the previous Friday (the day before the holiday),

Employers/Employees who regularly work a six day or seven day work week shall observe the holiday on the Saturday upon which the holiday falls.

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

In the event that there is a conflict between the State and the 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.

When in an emergency, where life or property are endangered, an Employee is temporarily required to perform work of another craft, the Employee shall be paid the higher rate that either classification or craft calls for while required to perform such emergency work. Work extending over a period of not in excess of four (4) hours shall be paid for on the basis of one-half (1/2) shift; any work in excess of four (4) hours shall be paid for on the basis of a full shift.

SECTION 2. Work In Different Classification Within Craft.

When an Employee is temporarily required to perform work of another classification within his craft, the Employee shall be paid the rate that the classification calls for while required to perform such work, provided the Employee works at least two (2) hours within that classification.

ARTICLE XIV **PAY**

SECTION 1. Regular Pay Day.

The Employer shall establish a regular weekly pay day on which Employees shall be paid during working hours, which pay day shall not be later than the Friday of the following week.

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 will be put to such use as computing the weekly guarantee and defining the pay period. 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 and/or Employee regardless of the cause for the termination, payment is due no later than three (3) working days after the termination. In either case, failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays and holidays) shall entitle Employee to waiting time of eight (8) hours per day.

On remote jobs where payroll facilities are not maintained, the Employer will have the check at the Union offices or other place mutually agreed to within the above prescribed time frame, 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 his presence known to the Employer's representative in charge of the work. On projects which are under military guard, the Employers will cooperate with the Union officials in this regard as far as regulations will permit. The Employer shall also notify the Union as promptly as possible of lost time

accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to State of Alaska.

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.

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 required by law shall apply for the duration of the project or twenty-four (24) months, which ever is less.

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 work day; and forty (40) hours shall constitute the normal work week. Starting and quitting time for the work day shall be established between 6:00 a.m. and 6:00 p.m. (starting times may be staggered between the hours of 6:00 a.m. and 8:00 a.m.) in accordance with job requirements, as determined by the Employer. The Employer and the Union may mutually agree to start work at 5:00 a.m. 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 (Monday - Friday). 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. Overtime.

All work performed before the regular starting time or after regular ending time of shift shall be paid at regular overtime rate; 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.

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 a 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 voluntary straight time make up day for an Employee if during the week forty (40) hours of straight time employment was available to the Employee by the Employer and the Employee was voluntarily absent with exception of absence verified by a physician. Make up days are voluntary and if an Employee informs their supervisor during the preceding shift, that they are unable to work the make up day, failure to work the make up day will not be considered as absenteeism.

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 workweek 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 conditions:

- a) Employees called out between the hours of 10:00 p.m. and 6:00 a.m. on tide work shall receive 1 1/2 times for each hour worked within those hours.
- b) Hours worked after 6:00 a.m. and before 10:00 p.m. shall be paid for in conformity with the general terms of this Agreement.

- c) It is understood and agreed, however, that when persons 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 actual time worked.

Where a worker is transported to the job site at the Contractor's expense, the Contractor guarantees each worker a minimum of eight (8) hours pay for each work day that they are available.

SECTION 2. Show-Up Guarantee.

Persons 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. Persons reporting to work and not put to work may be required to remain at the job site for the two (2) hour show-up period. It shall be the Employee's responsibility to provide their telephone number to the supervisor. Notification may take the form of a telephone answering device, radio broadcast or any other agreed upon device. Where persons live in a camp, or provided subsistence and quarters as identified in Article VII, such notification can be given any time prior to departure.

SECTION 3. Hours of Pay.

When a person is put to work they shall receive a minimum of four (4) hours pay. When they work more than four (4) hours they shall receive eight (8) hours pay. Provided, however, that when work is made available and the person leaves on their own volition or is discharged for cause, they shall be paid for actual time worked.

Reporting pay on overtime days shall be at the overtime rate. Work performed on overtime days may be paid for actual time worked provided that there is a minimum of three (3) hours worked.

SECTION 4. 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 the injury, they shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

SECTION 5. Call-Back Guarantee.

When an Employee has completed his or her scheduled shift and returns by direction of the Employer to perform additional work, they shall receive overtime pay for the actual hours worked with a minimum guarantee of one (1) hour pay at the applicable rate.

ARTICLE XIX
MEAL PERIOD

Unless otherwise agreed to by the union, an Employer will schedule a one-half (1/2) hour break for a meal period near the midpoint of a shift. An Employee required to work more than six (6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate.

ARTICLE XX
FRINGE BENEFITS

SECTION 1. Fringe Benefits.

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 the total number of compensable hours and are not to be included in wages and will not, therefore, be subject to either Federal or State withholding taxes, and further shall not be considered or included in the computation of overtime pay.

SECTION 3. Delinquent Contributions by Employers.

If the Employer has failed to pay contributions to the retirement, defined contribution, or health trusts for a period of two months, or if an Employer is delinquent for the second time for a period of at least one month within a 12 month period of their first delinquency, then the Union may strike the Employer, in addition the Union shall not dispatch workers to that Employer, and the Union shall notify all prime contractors employing the identified delinquent Employer. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the posting of a bond or other security, the making of weekly contributions, or any combination of the above, then the Administrator may advise the Union that work persons may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent then the Employer shall pay the total cost of the audit. The Employer will cooperate fully in the audit and during the audit no work persons shall be dispatched to the job.

ARTICLE XXI
FOREMAN

There shall be no desire on the part of any signatory union to select the Employers' foremen. When three (3) plasterers or cement masons are employed on a job, a foreman shall be designated by the Employer; however, on "wet slab" work where only one (1) cement mason is employed, they shall receive the foreman's pay.

The Employer and the Union recognize the fact that the position of general foreman, if utilized, is not the sole jurisdiction of any one (1) craft.

ARTICLE XXII
PRE-JOB CONFERENCE

SECTION 1. Pre-Job Conference.

For the purpose of informing the Union of future labor needs, the Employer will make an effort to inform the Union upon award of job(s). In addition, the Employer may choose to make available a pre-job conference for Union representatives.

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. Individual Contracts of Employment.

If Employers desire to have their Employees sign an individual contract of employment, such contract shall be first submitted to the Union for approval.

SECTION 3. 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 the termination and retaining one for the Employers' records. Each termination or layoff slip shall show the actual reason for termination.

SECTION 4. 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 reserve 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.

SECTION 5. 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 6. Tunnel, Shaft and Dredge Work.

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

SECTION 7. Termination for Cause.

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

SECTION 8. 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 has a medical release and is ready, willing, and able to return to work. This Section shall not apply for a different project, after a winter shutdown, or if the previously injured Employee has worked elsewhere since his recovery.

SECTION 9. Restriction of Work of Supervisors.

Department heads, non-working foreman, and supervisory personnel shall not be permitted to perform any of the work covered by this Agreement.

SECTION 10. 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 11. Transportation for Medical Reasons.

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.

SECTION 12. 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 13. General Provisions.

Every possible precaution shall be taken by both workers and Employers to follow the manufacturers safety directions when Epoxy materials are being used.

Employees engaged in sacking or patching and Plasterers shall be given a ten minute break in the morning and in the afternoon shift.

Cement Masons engaged in sandblasting of concrete for architectural finish shall be furnished with protective gear and fresh air mask.

Rate for hand power grinder will be paid to only one operator per machine being used.

Employers of Cement Masons will not be permitted to work with the tools of the trade except in cases of immediate and pressing necessity.

Contractors will furnish all special tools, such as troweling machines, tamps, bull floats, darbies, knee boards, grinders, rubber floats, brushes, etc.

Plasterers and Cement Masons shall not use their personal vehicles for transporting tools that are supposed to be furnished by the Contractor.

Whenever hi-early cement or any type of additives are to be used in concrete mixes for quick setting purposes, the cement mason foreman on the job will be notified of the amount and type to be used so that additional workers will be assigned if needed to adequately handle the work.

SECTION 14. “Key Man” Agreement.

The Union agrees to enter into a “Key Man” agreement with the contractor, providing that a contractor covered by this Agreement may bring up to three key Employees into the Union’s jurisdiction, provided that the first shall be a foreman and provided that a

qualified on call member be hired prior to each key man there of. Said Employer shall be permitted to make contributions to the Employees Trust Fund on behalf of it's key Employees. Provided, however, that the key Employee is cleared through the Union and pays full monthly dues, hourly dues check-off, and the Employer pays full contributions to the Apprenticeship and Training Fund and the Construction Industry Progress Fund for the entirety of his employment in the jurisdiction of the Union.

If the benefits of the sister local are lower than those of Local 867, the difference shall be paid the key Employee on his check.

SECTION 15. Hold Harmless - Indemnification

In consideration for reaching a Collective Bargaining Agreement, the Operative Plasters and Cement Masons Local No. 867 agree to indemnify, defend, and hold harmless the Associated General Contractors of Alaska (AGC), its Employees, officers, and committee members against any claim or liability arising from or based on the violation of any laws, ordinance, regulations or orders pertaining to workers' residency classification or requirements, the operation of the hiring hall, the referral of workers, and the placement of or refusal to place any individual on the out-of-work list.

ARTICLE XXIV
STRIKES AND LOCKOUTS

SECTION 1. No Strikes.

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. No Lockouts.

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.

SECTION 3. Judicial Remedies.

Nothing in this Agreement shall be construed to limit or restrict 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.

ARTICLE XXV
MANAGEMENT RIGHTS

The Employer retains all discretionary and decision-making rights not specifically limited by the terms of this Agreement. These rights include, but are not limited to, the following: directing the jobsite work force, including hiring of personnel; selection of all supervisory Employees; promotions, transfers, layoffs, discharge of Employees; selecting material and equipment to be used or installed; utilizing any work methods, procedures, techniques of construction or labor-saving devices or machines; establishing jobsite rules and regulations; determining when overtime work 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.

ARTICLE XXVI
SPECIAL CONDITIONS

In order to preserve work for the union members and make the Employers who become party to this Agreement more competitive in all projects, the Unions signatory to this Agreement and the Employers may mutually agree to put into effect special wages and conditions for specific geographical areas or projects for a specific period of time. A committee shall be set up by signatory Employers appointed by the AGC 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 addendum's and to foster harmony between the parties. The committee shall consist of one member from each of the crafts signatory to this Master Agreement and an equal number of signatory Employers appointed by the AGC.

ARTICLE XXVIII
DURATION, MODIFICATIONS AND CHANGES

SECTION 1. Term of Agreement.

This Agreement shall become effective February 1, 2010, shall continue in full force and effect through January 31, 2013, and thereafter from year to year.

SECTION 2. Reopener.

- a) 60 days prior to February 1, 2011 and 2012 Management and Labor will open negotiations to review the reports from plan administrators on the health of the various plans, negotiate an economic package and the distribution of any identified increases.
- b) If mutually agreed either party may give sixty (60) days written notice to the other party prior to January 31, 2013, or any year thereafter that they desire to renegotiate selected Articles of this Agreement. If either party gives such notice that they desire to renegotiate selected Articles, that notice and renegotiation shall not terminate the Agreement, and the Agreement shall continue in full force and effect until modified by the renegotiated Articles.

SECTION 3. Termination of Agreement.

If either party desires to terminate this Agreement, the party desiring to terminate the Agreement shall give sixty (60) days written notice to the other party prior to January 31, 2013, or any year thereafter of its desire that the Agreement shall be terminated.

SECTION 4. Execution of Agreement.

This Agreement is executed this 1st day of February 2010, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this agreement.

John MacKinnon,
Executive Director
AGC of Alaska

Thomas E. Frohlich,
Business Manager
Plasterers and Cement Masons Local
No. 867