

PREAMBLE

THIS AGREEMENT between the Associated General Contractors of Alaska, Inc., and Local 302 of the International Union of Operating Engineers, within the legal boundaries of the State of Alaska is a successive principal Agreement of the September 1, 2003 – December 31, 2006 Agreement and all other prior agreements between the Associated General Contractors of Alaska, Inc., and the I.U.O.E. Local 302.

PURPOSES

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

ARTICLE I

Parties and Coverage

SECTION 1. PARTIES

The term "Union" shall refer to Local Union No. 302 of the International Union of Operating Engineers. The term Employer means any Employer who is or becomes signatory to this Agreement. The term "AGC" shall refer to the Associated General Contractors of Alaska, Inc. For the purposes of this Agreement the A.G.C. is a bargaining agent only for those Employers of which the Union is notified by the A.G.C.

SECTION 2. UNION RECOGNITION AND EMPLOYEE COVERAGE

The Employers recognize the Union as the sole and exclusive bargaining representative of all their Operating Engineer Employees on building, marine, offshore, heavy and highway construction jobs, who perform work within the jurisdiction of the Union, and this Agreement shall apply to such Employees. It is specifically recognized that this Agreement applies to Employees who load and unload barges or other carriers of the Employers' materials and equipment at landing facilities serving the Employer's projects. It is further specifically recognized that this Agreement does not apply to commercial sand and gravel operations or any other construction or non-construction related activity not listed immediately above.

SECTION 3. EFFECT OF OTHER AGREEMENTS

The provisions of this Agreement, including attached Schedule A's agreed upon between the Employer and the appropriate Union(s), shall apply to all work identified in Article I, Section 2. Provisions of national union agreements or specific project agreements, which may conflict or differ, with the terms of this Agreement will take precedence. Where a subject is specifically covered by the provisions of this Agreement and is also covered by a Schedule A, the provisions of this Agreement shall prevail.

SECTION 4. SUBCONTRACTING-UNIFORM CONDITIONS

- (a) The Employer shall notify the Union of the subcontractor(s) chosen to perform work.
- (b) If it becomes necessary to subcontract work covered by this agreement, the Employer agrees to subcontract such work to signatory subcontractors when the Employer deems such subcontractors are available and competitive.
- (c) Whenever the Employer is obligated contractually, to satisfy statutory or regulatory subcontracting requirements, or the work is being performed in a remote locality, the Union and the Employer mutually agree to waive all restrictions on subcontracting contained in this Section.

SECTION 5. FAVORED NATIONS

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

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

ARTICLE II Hiring of Employees

SECTION 1. HIRING HALL

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

SECTION 2. UNION NOTIFICATION

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

SECTION 3. SELECTION OF APPLICANTS

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

SECTION 4. EMPLOYER REJECTION OF APPLICANTS

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

SECTION 5. VIOLATION OF HIRING HALL

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

SECTION 6. REGISTRATION & OPERATION OF HIRING HALL

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

SECTION 7. BONA FIDE RESIDENTS & DISCRIMINATION

- (a) **Bona Fide Residents Requests** for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the area for a period of six (6) months immediately prior to the date of the request. Documented proof of residency must be provided to the local union by the individual. The Union will provide whatever documentation it has to the Employer upon request.

- (b) **Discrimination** Employers and the Union agree that there will be no discrimination in hiring or referral of operating engineers 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 8. POSTING ELIGIBILITY TO WORK

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

ARTICLE III Hiring Hall Committee

SECTION 1. CREATION OF COMMITTEE

As needed, the parties of this Agreement shall create a Joint Hiring Hall Committee, composed of not more than two (2) representatives of the Employer and two (2) representatives of the 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. 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 whom are members of the Union in good standing on the effective date of this clause shall remain members in good standing. Those who are not members in good standing on the effective date of this clause shall, within fourteen (14) days following the effective date of this clause, become and remain members in good standing in the Union. Employees hired or covered by this Agreement subsequent to the signing of this Agreement shall be required to become and remain members of the Union in good standing within fourteen (14) days of hire or being covered. All requests by the Union for the dismissal of any Employee for failure to comply with the provisions of this paragraph shall be in writing. The Union agrees to defend any charge or suit made or brought against any Employer as the result of the dismissal or termination of any employees pursuant of the provisions of this section and to hold the Employer harmless.

SECTION 2. CHECKOFF OF DUES

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

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

SECTION 3. DISCRIMINATION FORBIDDEN

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

SECTION 4. JOB STEWARD

One or more working stewards may be appointed by the Union from among its members working on the job that will represent the Union on the job. The Employer shall be informed of the names of the appointed stewards, in writing, and only such stewards will be accorded recognition by the Employer. The designated Union

Representative shall be consulted by the Employer prior to a job steward's termination for cause as set forth in Article XXIII, Section 5. The job steward shall normally discuss grievances arising under this Agreement with the job supervisor and conduct other Union business during non-working hours. These duties shall include, but not be limited to, taking a weekly report of all members employed, checking newly dispatched employees, caring for the tools and effects of any injured member, caring for the injured in the absence of an authorized first aid person, notifying the Union representative of injuries, and transmitting to the Union Representative all complaints and grievances emanating from the job. The job steward shall be the last working journeyman terminated provided they are qualified for the last work available on the job.

SECTION 5. DISCIPLINE

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

ARTICLE V Grievance Procedure

SECTION 1. GRIEVANCE PROCEDURE

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

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

- (e) In the event the matter cannot be adjusted within four (4) working days from the date the grievance, complaint, or dispute is presented by the Union representative to the Executive Director of the AGC, the Union may take the dispute to arbitration as outlined in Section 2 of this Article.
- (f) Any dispute that arises between the employees and the Employer or any complaint or grievance on the part of both or one shall be submitted to the local Union within thirty (30) days of the known date of violation or when Employee could have reasonably become aware of the violation to be eligible to receive the assistance of the local Union.
- (g) Times set forth by this Article may be extended by mutual agreement between the parties.
- (h) Failure of the Union or the Employer to process a grievance in the time frame stipulated shall constitute abandonment of the grievance. If the grievance is abandoned by either party, then the Union or Employer shall accept the abandoned request or decision as binding. Any abandoned grievance shall not constitute a precedent.

SECTION 2. ARBITRATION COMMITTEE

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

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

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

ARTICLE VI Jurisdictional Disputes

SECTION 1. JURISDICTIONAL DISPUTES

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

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

It is further agreed that in the event the Unions signatory to AGC of Alaska agreements and the AGC of Alaska jointly agree to a jurisdictional dispute resolution procedure, the parties to the Agreement agree that they will be immediately bound by any such procedure.

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

SECTION 1. EMPLOYER PROVIDED CAMP, PER DIEM

Unless otherwise agreed with the Union, the Employer shall provide room and board in a camp, per diem at seventy-five dollars (\$75.00) a day, or arrange with a third party for suitable room and board accommodations for employees under the following circumstances: Where the work site is remote, requiring special transportation of

employees to the site (i.e.; aircraft, boat), or the midpoint of the project is 65 road miles or more from the U.S. Post Office in either Fairbanks, Anchorage, or Juneau.

SECTION 2. LOCAL RESIDENT PROVISIONS

The Employer has no obligation to provide subsistence and/or quarters for bona fide residents immediately accessible to the project in a remote area. A Local Resident is defined as an individual with a domicile within sixty-five (65) road miles of the mid point of the project and who has lived at that domicile for the past twelve (12) months.

SECTION 3. ROOM AND BOARD NOT PART OF WAGES

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

SECTION 4. TRANSPORTATION TO OR FROM POINT OF PICKUP

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

ARTICLE VIII Transportation When Employees Recruited

SECTION 1. TRANSPORTATION TO THE SITE

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

SECTION 2. TRANSPORTATION FROM THE SITE

At the termination of the contract, project, or season, and providing the Employee immediately, unless otherwise mutually agreed to by the Employee and the Employer, returns to the point of hire, the Employer will pay for transportation, actual expenses of board and lodging while en route to the point of hire. Provided further, that if the Employee is voluntarily terminated or has been discharged for cause as in accordance with Article XXIII Section 5 the above provision shall not apply.

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

ARTICLE IX
Transportation of Tools and Personal Effects

SECTION 1. TRANSPORTATION OF TOOLS

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

SECTION 2. PERSONAL EFFECTS

The Employer will also be responsible in case of fire or flood for all the personal effects of Employees in an amount not to exceed \$1,200.00 each in all Employer's camps or in camps arranged for by the Employer, other than those camps owned or operated by the Government. Provided further that the Employee must have submitted an itemized inventory for personal effects other than clothes prior to the loss.

ARTICLE X
Health & Safety

SECTION 1. HEALTH AND SAFETY

The Employer and the Employee will conform to all federal and state health and safety regulations applicable to work covered by this Agreement, and shall have adequate shelters available where necessary, with heat, where the workers can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh drinking water will be available to the workers. Employer will furnish welding equipment, including all leathers, hard hats, eye protection, ear protection, respirators, safety belts and lanyards, and reflective vests.

SECTION 2. DISCLAIMER

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

SECTION 3. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

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

Employer has the prerogative to test employees for drug/alcohol usage, and to refuse employment or terminate those who test positive.

SECTION 4. DRUG AND ALCOHOL SCREENING

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

SECTION 5. 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. 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	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

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

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

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

ARTICLE XIII
Change in Classification or Craft

SECTION 1. WORK OUTSIDE OF CRAFT

- (a) The Employer is entitled to assign an Employee to perform work normally performed by another craft on a temporary, "emergency" basis.

- (b) Wherever feasible the Employer is entitled to develop a composite crew for the performance of a particular job or contract, in which even traditional craft jurisdictional boundaries will be waived by all unions signatory to this (or similar) Agreement for the period the composite crew is in effect. The composite crew shall consist of the required crafts in such proportions as are respective to work, to be performed. The composite crew will be arranged at a pre-job conference. A mutually agreed method will be developed to resolve any issue over the composition of the composite crew. Article XIII(1)(a) above shall not apply to composite crews.

SECTION 2. WORK IN DIFFERENT CLASSIFICATION WITHIN CRAFT

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

ARTICLE XIV
Pay

SECTION 1. REGULAR PAYDAY

The Employer shall establish a regular weekly payday on which Employees shall be paid during working hours, which payday shall not be later than seven days following the end of the payroll period.

Time cards shall be reviewed and signed by the Employees daily or weekly and submitted to the Employer. Time cards shall not be changed or altered without prior consultation with the Employee and/or authorized Union representative.

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

For the purposes of pay, a payroll week is further defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday. This payroll week is established for the purpose of uniformity and defining the pay period. The Employer is entitled to change the payroll cutoff date as circumstances may warrant, so long as payday is within one week following the payroll cutoff date. In regard to "bush" jobs

where flight schedules and/or mail delivery may be interrupted, separate arrangements may be consummated by mutual consent or separate agreement.

SECTION 2. PAYMENT OF WAGES UPON TERMINATION

It is understood and agreed, however, that when an Employee is laid off, the person's wages become due immediately and must be paid within the day of separation, provided, however, that an Employee separated after 5:00 p.m. shall receive their check prior to noon of the following day. 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 two (2) hours per day. Employees who quit or who are discharged for cause shall be paid no later than the end of the first work day following separation.

On remote jobs where payroll facilities are not maintained, the Employer will have the check at the Union offices closest to the employers payroll facility in Alaska within forty-eight (48) hours of termination, Saturdays, Sundays, and holidays excepted.

SECTION 3. ITEMIZED DEDUCTIONS

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

ARTICLE XV Union Admission to Job

SECTION 1. AUTHORIZED REPRESENTATION

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

SECTION 2. EXAMINATION OF RECORDS

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

ARTICLE XVI

Wages

SECTION 1. PUBLIC WORKS PROJECTS-DAVIS BACON ACT AND RELATED STATUTES

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

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. Employees shall receive compensation of one and one half (1-1/2) times the base rate for any hours worked over eight (8) hours per day or over forty (40) hours per week.

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

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

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

SECTION 2. STARTING TIME

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

SECTION 3. OVERTIME RATES

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

SECTION 4. MULTIPLE SHIFTS

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

SECTION 5. DEWATERING TUNNELS/TEMPORARY HEAT/PROTECTION

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

SECTION 6. TIDE WORK

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

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

ARTICLE XVIII

Pay Guarantees

SECTION 1. PAY FOR ACTUAL TIME WORKED

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

SECTION 2. SHOW-UP GUARANTEE

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

SECTION 3. WORK INJURIES

Employees injured on the job, provided injury is reported to the person's Employer and requires medical attention, are to be paid for time spent on the first visit to the doctor and, if the doctor determines and certifies that the Employee is unable to return to work because of injury, they shall be paid the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only. Operating Engineers who suffer an industrial injury while dispatched shall have their position on the out-of-work list frozen for the period that they remain unable to perform work as an operating engineer due to their industrial injury. This "freezing" of an applicant's hours does not apply to Health & Welfare or Pension eligibility.

The applicant must register on the Referral List (commonly known as the Out-of-work List); and to remain on the Referral List, an applicant must renew their registration not later than ninety (90) days from the date of their last registration or re-registration.

SECTION 4. CALL-BACK GUARANTEE

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

ARTICLE XIX

Meal Periods

SECTION 1. MEAL PERIODS

An Employer will schedule a one-half (1/2) hour break for a meal period near the midpoint of a shift. An Employee required to work more than six (6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate. If not allowed a meal period of one-half (1/2) hour, employees will be paid an additional one-half (1/2) hour at the applicable rate.

Employees required to work more than two (2) hours after the end of the regular shift shall be provided a one-half (1/2) hour meal period which shall be considered as time worked.

SECTION 2. WHEN EMPLOYER IS ENGAGED IN CONTINUOUS OPERATIONS

Notwithstanding the above paragraph, an Employee may be required to work more than six (6) consecutive hours without any entitlement to a later meal period or pay for that period when the Employer is engaged in a continuous operation where breaks are

difficult to schedule but sufficient lag time normally exists to enable an Employee to consume a meal during the shift. Continuous operations will be limited to: asphalt paving operations, concrete pours, tide work, and pile driving unless mutually agreed to between the Union and the Employer.

ARTICLE XX

Fringe Benefits

SECTION 1. See Schedule A.

SECTION 2. CONTRIBUTIONS TO TRUSTS

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

ARTICLE XXI

Foreman

There shall be no desire on the part of the Union to select the Employers' foremen. This determination will be made by the Employer. Each Employee will be advised who their foreman is. The foreman may be required to work at the trade, but will be paid at the applicable rate. The Employer and the Union recognize the fact that the position of General Foreman, if utilized, is not the sole jurisdiction of any one craft.

ARTICLE XXII

Pre-Job Conference

SECTION 1. PRE-JOB CONFERENCE

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

SECTION 2. NOTIFICATION TO SUBCONTRACTOR

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

ARTICLE XXIII Miscellaneous Provisions

SECTION 1. CHANGE IN POLICY

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

SECTION 2. TERMINATION SLIP

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

SECTION 3. WORK BY SUPERVISORS

The Employer agrees that non-bargaining unit personnel shall not perform work covered by this agreement. It is nonetheless recognized that the Employer may need to assign work to such non-bargaining unit supervisory personnel on an emergency basis. Hours worked by non-unit supervisors in performance of unit work are not compensable hours for purposes of Employer Trust contributions (i.e., the Employer is not obligated to make contributions on such hours worked by non-unit supervisors).

SECTION 4. IMMUNIZATIONS, AND PHYSICALS

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

SECTION 5. TERMINATION FOR CAUSE

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

SECTION 6. INJURED PERSON TO GET PRIORITY FOR REHIRE

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

SECTION 7. 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 8. SEVERABILITY CLAUSE

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

SECTION 9. 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 10. JOINT VENTURE

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

ARTICLE XXIV Strikes and Lockouts

SECTION 1. NO STRIKES/NO LOCKOUTS

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

SECTION 2. RESPONSIBILITY

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

SECTION 3. JUDICIAL REMEDIES

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

SECTION 4. VIOLATION OF ANY PROVISION OF THIS ARTICLE

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

ARTICLE XXV Management Rights

The Employer retains all discretionary and decision making rights not specifically limited by the terms of this Agreement. These rights include, but are not limited to, the following: directing the job site work force, including hiring of personnel, selection of all supervisory employees, promotions, transfers, layoffs, discharge of employees, selecting materials and equipment to be used or installed, utilizing any work methods, procedures, techniques of construction or labor-saving devices or machines, establishing job site rules and regulations; determining when overtime is required and who shall perform overtime work, designation of work to be subcontracted, selection of all subcontractors, and determining the number of personnel and craft supervisory personnel required to perform the work.

ARTICLE XXVI Special Conditions

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

ARTICLE XXVII Joint Labor-Management Committee

There shall be established a Joint-Labor-Management Committee to facilitate interpretation of this Agreement and all addenda and to foster harmony between the parties. The Committee shall consist of two (2) Union representatives 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 January 1, 2007, and shall continue in full force and effect through December 31, 2009, and thereafter from year to year.

SECTION 2. REOPENER

If mutually agreed, either party may give sixty (60) days' written notice to the other party prior to, December 31, 2009, 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 December 31, 2009 or any year thereafter of its desire that the Agreement shall be terminated.

SECTION 4. FEDERAL HEALTH CARE REFORM LEGISLATION

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

SECTION 5. EXECUTION OF AGREEMENT

This Agreement is executed this _____ day of _____ 2007, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2007.

Richard Cattanach, Executive Director
ASSOCIATED GENERAL CONTRACTORS OF ALASKA

Allan B. Darr, Business Manager
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

SCHEDULE “A”

Fringe Benefits, Hiring Provisions, Working Rules, Classifications And Wage Rates

Wage rates will become effective upon ratification and notification on all work and shall apply to all construction work performed by the Employer within the jurisdiction of Local No. 302 in the State of Alaska.

Effective 04/01/2007 a wage and benefit increase equal to six (6%) percent of 2006 wage and benefit package. Within thirty (30) days of signing this agreement the union will designate in writing the disbursement of this increase between wages and the various benefit trust funds.

Effective 01/01/2008 a wage and benefit increase equal to five (5%) percent of 2007 wage and benefit package to be dispersed as designated by the union. At least thirty (30) days but not more than ninety (90) days prior to 01/01/2008 the union will designate in writing the disbursement of this increase between wages and the various benefit trust funds.

Effective 01/01/2009 a wage and benefit increase equal to three (3%) percent of 2008 wage and benefit package to be dispersed as designated by the union. At least thirty (30) days but not more than ninety (90) days prior to 01/01/2009 the union will designate in writing the disbursement of this increase between wages and the various benefit trust funds.

Health and Security

It is agreed that Employers covered by this Agreement shall contribute, as per the allocation letter provided by the union. Contributions shall be for each compensable work-hour of operating engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth day following the month in which the hours were worked, to the Locals 302 and 612, of the International Union of Operating Engineers Construction Industry Health and Security Fund in the manner as set forth in the Fund Agreement of said Fund. The details of the Health and Security Plan established by this Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are the signators to the Fund Agreement of the aforesaid Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers

shall be a member of an affiliated firm of the Chapters of the Associated General Contractors of America, Inc.

It is understood that the Union and Employer Associations are principal parties to the Fund Agreement and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Health Care Reimbursement

It is agreed that Employers covered by this Agreement shall contribute, as per the allocation letter provided by the union. Contributions shall be each compensable work-hour of operating engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth day following the month in which the hours were worked, to the Locals 302 and 612, of the International Union of Operating Engineers Construction Industry Health Care Reimbursement Plan in the manner as set forth in the Fund Agreement of said Fund. The details of the Health Care Reimbursement Plan established by this Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are the signators to the Fund Agreement of the aforesaid Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters of the Associated General Contractors of America, Inc.

It is understood that the Union and Employer Associations are principal parties to the Fund Agreement and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Pensions

Section 1: Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund

It is agreed that all Employers covered by this Agreement shall contribute, as per the allocation letter provided by the union. Contributions shall be for each compensable work-hour of operating engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth day of the month following the month in which the hours were worked, to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Retirement Plan established by this Trust Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the

Chapters of the Associated General Contractors of America, Inc., who are the signators to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapters or a regular paid Employee of the Associated General Contractors of America, Inc.

It is understood that the Union and Employer Associations are principal parties to the Trust Agreements and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Section 2: Locals 302 and 612 of the International Union of Operating Engineers-Employers Construction Industry Defined Contribution Trust

The Employers are signatory to a Trust Agreement establishing this fund made and entered into August 1, 2000, by and between the Union and the Associated General Contractors of Alaska, Inc. It is understood that at such time as the third party Administrator for the Locals 302 and 612, of the International Union of Operating Engineers-Employers Construction Industry Retirement Fund shall determine that an Employee's retirement benefits may be limited by Internal Revenue Code Section 415, with the written permission of the affected Employee, the Employer shall remit fifty (\$0.50) cents per each compensable hour accredited to the Employee to the Locals 302 and 612 of the International Union of Operating Engineers-Employer Construction Retirement Fund. The remaining contribution amount shall be remitted to the Locals 302 and 612 of the International Union of Operating Engineers-Employer Construction Industry Defined Contribution Trust. The amount of the Employer contribution to this plan is a direct offset to the Locals 302 and 612, of the International Union of Operating Engineers-Employers Construction Retirement Fund. The said contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

The details of the plan will be determined by the Board of Trustees of the Locals 302 and 612, of the International Union of Operating Engineers-Employers Construction Industry Defined Contribution Trust, in accordance with the Trust Agreement which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives those Employer trustees and Union trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

Working Dues Check-Off Assignment

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for Working Dues an amount per compensable hour of wages, from each Employee covered by this Agreement, once each week, which has been or will be in the future authorized by

the membership of Local 302. Said amount will be deducted from each compensable hour of wages once each week for the wages of each Employee covered by this Agreement. All monies collected for Working Dues by the Employer shall be paid to the agent for Local 302, namely: Operating Engineers, Welfare & Pension Administration Service, Inc., P.O. Box 34205, Seattle, Wash. 98124-1205. The Working Dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

Alaska State Operating Engineers-Employers Training Trust Fund

SECTION 1. APPRENTICESHIP TRAINING-RETRAINING

The parties agree it is in their mutual interest and in the interest of the construction industry that new employees be trained in the operation of equipment covered by this Agreement. Therefore, in the furtherance of this objective, the parties are signatory to a Trust Agreement in existence by and between the Associated General Contractors of Alaska, and Local 302 of the I.U.O.E.

The parties further agree to maintain a formal Apprenticeship Plan for the training of operating engineers for the State of Alaska. The parties of this Agreement agree to participate in and support the Apprenticeship Plan and to abide by its local rules and requirements governing the selection, manning, qualifications, education and training of all apprentices, insofar as said rules and requirements conform to the National Apprentice and Training Standards for the trade of Operating Engineers and to all applicable laws. The Employer shall utilize apprenticeship ratios of a minimum of one (1) apprentice for every ten (10) journeymen; however the requirements of the approved standards are to be applied.

SECTION 2. CONTRIBUTIONS

It is agreed that all Employers covered by this Agreement shall contribute, as per the allocation letter provided by the union.-Contributions shall be for each compensable work-hour of operating engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth day of the month following the month in which the hours were worked, to the Alaska State Operating Engineers-Employers Training Trust Fund in the manner set forth in the Trust Agreement of the said Trust Fund. The details of the Training Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representatives from the Union and the Associated General Contractors of Alaska, who are signators of the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapter or a regular paid Employee of the Associated General Contractors of Alaska.

Change In Contributions To Wages And/Or Fringe Benefits

If found necessary, a portion of any wage raise may be applied to Health and Security, Retirement and/or Apprentice Training-Retraining Trust Fund by the Union giving thirty (30) days' notice to the Employers prior to wage increments. Contributions to each Trust are applicable to hours of bargaining unit employees only and not to hours worked by non-unit supervisors. When a bargaining unit Employee is temporarily working outside a craft or as part of a composite crew as per Article XIII, benefit contributions will be payable by the Employer only to the Trust Funds of the craft of which the Employee is a member (i.e., no double contributions to Trusts).

Construction Industry Progress Fund (CIPF)

Effective April 1, 2007, the Employers agree to remit ten (\$0.10) cents per hour to go to the Construction Industry Progress Fund (CIPF). The ten (\$0.10) cents per hour shall go towards promoting and supporting stability, long term construction programs and adequate funding for public works projects on the state and local government level, to assure minimal governmental interference in free enterprises through the regulatory process, to support secondary and post-secondary vocational programs to create a competitive educated workforce, and to 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.

Delinquent Contributions By Employers

If the Employer has failed to pay contributions to the retirement, defined contribution, health & welfare or training 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 the Union shall not dispatch workers to that Employer, and the Union shall notify all prime contractors employing the identified delinquent Employer. The Union may strike the delinquent Employer. The Union at its option may take lawful economic action against a delinquent Employer, and shall not be in violation of the no-strike, no-lockout provision of this Agreement. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt the Administrator shall advise the Union that arrangements have been made with said Employer.

Reciprocity

If Local 302 has entered into a reciprocity agreement with a sister local outside the jurisdiction of the Agreement providing that an Employer covered by this Agreement may bring its key employees with it into Local 302's jurisdiction, said Employer shall be permitted to make contributions to the AGC sister local trust funds on behalf of its key employees. In the event the total contributions under this Agreement are higher than the total AGC sister local contributions rate, the difference shall be paid to the Employee as a part of their wages.

Hiring of Operating Engineers

SECTION 1. PERSONS DISPATCHED BY THE UNION

The Union agrees to dispatch only persons who are qualified to perform the required work and the Employers agree to employ only qualified operating engineers. Operating engineers shall be qualified for employment under this Agreement who have had at least two (2) years of actual practical working experience in the building, heavy, highway and related industries.

SECTION 2. OBLIGATION TO HIRE THROUGH THE UNION

Employers shall hire qualified operating engineers by calling the Union. The Employer shall notify the local Union office either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of operating engineers required.

SECTION 3. GROUP LISTING

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

Group I. Operating Engineers who have been employed by an Employer or Employers, party or parties to this and related Agreements (as hereinafter defined), who have worked for any such Employer or Employers for an aggregate time of at least 500 hours during the period of two (2) years immediately preceding the registration date.

Group II. Operating Engineers who have been employed by an Employer or Employers, party or parties to this and related Agreements (as hereinafter defined), who have worked for such Employer or Employers for an aggregate time of 1 to 499 hours during the period of two (2) years immediately preceding the registration date.

Group III. Operating Engineers who have been employed by an Employer or Employers, party or parties to any collective bargaining agreement with the Union during the period of two (2) years immediately preceding the registration date.

Group IV. All other applicant operating engineers for employment.

For the purpose of this Agreement in the assignment of individuals to the appropriate out-of-work list or requesting them for employment, a resident of Alaska is defined as an individual who has resided in Alaska continuously for at least twelve (12) months. Proof of residency as defined above rests with the individual claiming residency.

A roster shall be prepared for preference of rehire by grouping all operating engineers who come within the above classifications and shall utilize the health and welfare and pension records in establishing these accrued rights based on length of employment. No person may be registered for work while simultaneously employed in the Alaska construction industry or working under a labor agreement to which the union is signatory. This may be waived, in writing, during a union sanctioned organizing effort.

“Employers” under this paragraph mean (1) any Employer party to this Agreement (2) any Employer who adopts or works under this Agreement and contributes to the Health and Welfare and Pension Plans, and (3) any Employer who employs operating engineers under the terms of this or a related Agreement and is a contributing Employer within the meaning of the Health and Welfare and Pension Plans.

SECTION 4. REGISTRATION OR RE-REGISTRATION

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 must renew their registration not later than ninety (90) days from the date of their last registration or re-registration. There shall be four groupings of the out-of-work list. All operating engineers with accrued hours or rights shall be registered in either Group I, II, or Group III, and all other operating engineers who have qualified as defined in Section 1 hereof, but without accrued rights shall be registered in Group IV. Each applicant for employment 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 registration as shall be submitted to them. Applicants for employment shall also list any special skills they may possess. All applicants may register or re-register in person, by mail or facsimile, member's signature is required.

SECTION 5. REFERRAL BY THE UNION

- (a) Upon the request of the Employer for employees, the Union shall refer registrants to the 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 Group I in successive order as their names appear on the out-of-work list, and when Group I has been exhausted,

- (2) Then applicants from Group II in successive order as their names appear on the out-of-work list, and when Group II has been exhausted,
 - (3) Then applicants from Group III in successive order as their names appear on the out-of-work list, and when Group III has been exhausted,
 - (4) Then applicants from Group IV in successive order as their names appear on the out-of-work list.
 - (5) Job referrals will be made by telephone calls within the jurisdictional boundaries of this Agreement.
- (b) Separate lists will be established and maintained for apprentice engineers, and referrals shall be made on the same basis as that for operating engineers except that the experience conditions set out in Section 1 of this Article shall, as to apprentice engineers, not be applicable or required.
- (c) Any applicant who is rejected by the Employer shall be restored to their place on this list for their Group. When a registrant is referred for employment and starting from the first day worked, has been employed for seven (7) calendar days or less, they shall be restored to their place on the out-of-work list upon showing proof of last day employed. If an Employee is employed eight (8) to twenty-one (21) calendar days, the Employee shall be restored to the out-of-work list the same number of days lower on the out-of-work list as they had been employed upon showing proof of last day employed. After a short call, as identified above, a registrant must show proof of last day worked within ten (10) days of termination to be restored to the proper place on the out-of-work list. Any Employee who is employed more than twenty-one (21) calendar days, or is terminated for just cause or terminates of their own accord shall have their name removed from the out-of-work list. When their employment terminates, they shall be required to register at the bottom of the appropriate Group list on which they are entitled to be registered.
- (d) A registrant may refuse to be referred to employment three (3) times in regular order without prejudicing their position on the appropriate Group list on which they are registered. After ten (10) attempted contacts a registrant will be deemed unavailable for work and removed from the out of work list. When the member registers back on the out of work list they shall register on the bottom of the appropriate list. No more than two (2) attempted contacts per day will be counted towards the ten (10) attempted contacts. If an Employee is terminated three (3) times (by three (3) different Employers) for lack of ability they shall no longer be eligible for dispatch in that classification until they train for that classification through the JATC facilities.

- (e) In the event that the referral facilities maintained by the Union are unable to fill the requisition of the Employer for personnel within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted) the Employer is entitled to 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 hirings within forty-eight (48) hours of such hirings.

- (f) The referral procedure as contained herein shall be followed except that:
 - (1) Requests by Employers for key personnel to act as master mechanics or foremen shall be honored without regard to the requested person's place on the out-of-work list. Such foremen will not be considered a craft working foremen routinely entitled to perform bargaining unit work, until they have accumulated 500 compensated hours with the Employer unless otherwise approved by the Union. Unless otherwise approved by the Union, foremen hired under the provisions of this hiring agreement shall not be reduced to a lower classification nor shall their employment as a foremen qualify them for a call back, until they have been employed by the Employer in any capacity under the terms of this Agreement or a previous Agreement for at least 500 hours.
 - (2) Requests by Employers for a particular person in Group I or Group II previously employed by the Employer or a joint venture of which the Employer was a member within the geographical area of this Agreement and who has been laid off or terminated by the Employer or the joint venture within five (5) years previous to the request shall be honored.
 - (3) The Union recognizes that manning requirements may vary from project to project and the Employer's need for individuals with special skills and/or experience within a work classification could require more flexible terms in the request procedure. Therefore, should this occur, the Union and the Employer will meet and resolve each request on a case by case basis either in the best interest of the industry and/or the Special conditions clause contained in this Agreement.
 - (4) In the best interests of the industry, requests by Employers for particular engineers with no priority shall be honored without regard to the requested person's place on the out-of-work lists, provided that said individuals occupy the status of college students (seeking summer employment only), majoring in civil engineering, architecture, or construction management; sons and daughters of management or of individuals employed as Operating Engineers, provided. Provided further, however, that any dispute arising as a result of such requests may be referred to the Joint Hiring Hall Committee in accordance with the provisions of Article III. For each person dispatched as a college student or son or daughter of

management under this clause, the Employer shall employ a son or daughter of an operating engineer.

- (5) Requests by Employers for a particular person in Group 1 who has not been previously employed by that Employer, shall be honored provided that person has been laid off, or registered on the out of work list, for a minimum of two weeks, or not employed doing work under this or any other IUOE Agreement for a minimum of two weeks.
- (g) Where Employers engage in a joint venture, persons employed by any of the joint ventures may be transferred to the job or called for by name if the requirements of (e) 1, 2, and 3 above have been met by the joint ventures.
- (h) 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 personnel to or from the parent, subsidiary or controlled corporation.
- (i) A reasonable fee may be charged for the registration of any applicant.
- (j) Disputes that arise out of this section (Hiring of Operating Engineers) will be settled by the Joint Hiring Hall Committee set forth in Article III of the Master Agreement.

Working Rules

SECTION 1. WORKING RULES

The Employers recognize and agree that Local No. 302 of the I.U.O.E. is the exclusive bargaining agent for all Operating Engineers, apprentices, mechanics, and oilers/assistant engineers/service engineers, in the operation, maintenance, greasing and servicing, shop, and job site repair of all heavy equipment, including the maintenance, greasing and servicing and repair of all automotive equipment covered by this Agreement. It is further agreed that Historic Jurisdictional Agreements of Record in the State of Alaska will be observed.

- (a) On tower cranes where the operator is required to operate from a cab walkway or platform, or on power shovels, mucking machines, crawler cranes, truck cranes, floating cranes, Whirley cranes, locomotive cranes, Hyster cat cranes, 16" and over trenching machines, rock crushers and asphalt plants, the Employer and the Union shall agree whether an oiler/assistant engineer or fireman is required. However, whenever an operating engineer on any piece of equipment requires assistance in the operation of said equipment, maintenance or repair, such extra person or persons shall be operating engineers, oilers/assistant engineers, firemen or deck hands, and under the direct supervision of the operator.

- (b) Mechanics and service oilers/service engineers shall furnish their own tools but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and gearing pullers, electric drills, reamers, taps, and dies, oxy-acetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4 inch, wrenches over two (2) inches, coffin hoists and hydraulic jacks.
- (c) Mechanics and service oilers/service engineers shall not be required by the Employer to furnish their own transportation for tools to perform their work assignments.
- (d) Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence.
- (e) Neither this nor any other provisions of this Schedule A or the Agreement shall impair or preclude the Employer from utilizing third party vendors for the performance of maintenance work when the Employer does not have the schedule, capacity, equipment, or tools to perform the work.

Warranty Work

The only exception with respect to the work covered by this Agreement is warranty work, and this work will be permitted and performed in accordance with the manufacturers or sellers warranty program. Equipment, which is leased, or is on a rental-purchase contract, in which ownership resides in the dealer, shall be considered to belong to Employer for the purpose of this Article.

Owner-Operator

When a piece of equipment is operated by its owner and is used on work covered by this Agreement, the owner-operator of said piece of equipment shall be paid wages and fringe benefits by the Employer subject to the terms and conditions of this Agreement, and the check stubs will show equipment rental separate from other items. This Article shall not apply when a written sub-contract has been entered into with the owner-operator.

WAGES AND CLASSIFICATIONS

GROUP I

1. Asphalt Roller.
2. Back Filler.
3. Barrier Machine (Zipper).
4. Batch Plant Operator: batch and mixer over 200 yards per hour.
5. Beltcrete with Power Pack, and similar conveyors.
6. Bending Machine.
7. Boat Coxwains.
8. Bulldozer.
9. Cableways, Highlines and Cablecars.
10. Cleaning Machine.
11. Coating Machine.
12. Concrete Hydro Blaster.
13. Cranes-45 tons and under or 150 foot of boom and under (including jib and attachments).
 - (a) Shovels, backhoes, draglines, clamshells, gradalls-3 yards and under.
 - (b) Hydralifts or Transporters, all track or truck type.
 - (c) Derricks.
14. Crushers.
15. Deck Winches-Double Drum.
16. Ditching or Trenching machine (16 inch or over).
17. Drilling Machines, core, cable, rotary, and exploration.
18. Finishing Machine operator, concrete paving, Laser Screed, and sidewalk, curb and gutter machine.
19. Helicopters.
20. Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat.
21. Hydro Ax: Feller Buncher and similar.
22. Loaders.
 - (a) Forklifts with power boom and swing attachment.
 - (b) Overhead and front end, 2 1/2 yards through 5 yards.
 - (c) Loaders with forks or pipe clamps.
 - (d) Loaders, elevating belt type, Euclid and similar types.
23. Mechanics, Welders, Bodyman, Electrical, Camp Maintenance Engineer.
24. Micro Tunneling Machine.
25. Mixers: Mobile type with hoist combination.
26. Motor Patrol Grader.
27. Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield.
28. Operator on Dredges.
29. Piledriver Engineers, L.B. Foster, Puller, or similar paving breaker.
30. Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.).

31. Sauerman-Bagley.
32. Scraper-through 40 yards.
33. Service Oiler/Service Engineer.
34. Sidebooms-under 45 tons.
35. Shot Blast Machine.
36. Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry machine.
37. Sub Grader (Gurries, C.M.I. and C.M I. Roto Mills and similar types).
38. Tack Tractor.
39. Truck Mounted: Concrete Pump, Conveyor, and Creter.
40. Wate Kote Machine.
41. Unlicensed Off Road Hauler.

GROUP IA

1. Camera/Tool/Video Operator (Slipline).
2. Cranes-over 45 tons or 150 foot (including jib and attachments)
 - (a) Shovels, backhoes, draglines, clamshells-over 3 yards.
 - (b) Tower Cranes.
3. Loaders over 5 yards.
4. Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours).
5. Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt).
6. Power Plants: 1000 k.w. and over.
7. Quad.
8. Screed.
9. Sidebooms over 45 tons.
10. Slip Form Paver, C.M.I. and similar types.
11. Scrapers over 40 yards.

GROUP II

1. Batch Plant Operator: batch and mixer 200 yards per hour and under.
2. Boiler-Fireman.
3. Cement Hogs and Concrete Pump Operators.
4. Conveyors (except as listed in Group I).
5. Hoists on steel erection, Towermobiles and Air Tuggers.
6. Horizontal/Directional Drill Locator.
7. Licensed Grade Technician.
8. Loaders, Elevating Grader, Dumor and similar.
9. Locomotives: rod and geared engines.
10. Mixers.
11. Screening, Washing Plant.
12. Sideboom (cradling rock drill regardless of size).

13. Skidder.
14. Trenching Machines under 16 inches.

GROUP III

1. "A" Frame Trucks, Deck Winches: single power drum.
2. Bombardier (tack or tow rig).
3. Boring Machine.
4. Brooms-power.
5. Bump Cutter.
6. Compressor.
7. Farm Tractor.
8. Forklift, industrial type.
9. Gin Truck or Winch Truck with poles when used for hoisting.
10. Grade Checker and Stake Hopper.
11. Hoists, Air Tuggers, Elevators.
12. Loaders:
 - (a) Elevating-Athey, Barber Greene and similar types.
 - (b) Forklifts or lumber carrier (on construction job sites).
 - (c) Forklifts with tower.
 - (d) Overhead and front end, under 2 1/2 yards.
13. Locomotives: Dinkey (air, steam, gas and electric) speeders.
14. Mechanics, light duty.
15. Mixers: concrete mixers and batch, 200 yards per hour and under.
16. Oil, Blower Distribution.
17. Posthole Diggers, mechanical.
18. Pot Fireman (power agitated).
19. Power Plant, turbine operator, under 300 k.w.
20. Pumps-water.
21. Rollers-other than Plantmix.
22. Saws, concrete.
23. Straightening Machine.
24. Tow Tractor.

GROUP IV

1. Rig Oiler/Assistant Engineer (if over 85 tons or 100 foot boom).
2. Parts and Equipment Coordinator.
3. Swamper (on trenching machines or shovel type equipment).
4. Spotter.
5. Steam Cleaner.
6. Drill Helper.

NOTE: Rig Oiler/Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom. The Rig Oiler/Assistant Engineer shall not be dispatched after the second year of employment unless they take and pass NCCO classes at the JATC center.

Tunnel, Shaft, and Dredge Work

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

Tunnel Wage Rates

Operators working underground to receive a ten percent (10%) premium.

Dredge Classifications and Wage Rates

Effective 04/01/2007 a wage and benefit increase for dredge classifications equal to six (6%) percent of 2006 dredge wage and benefit package. Within thirty (30) days of signing this agreement the union will designate in writing the disbursement of this increase between wages and the various benefit trust funds.

Effective 01/01/2008 a wage and benefit increase for dredge classifications equal to five (5%) percent of 2007 dredge wage and benefit package to be dispersed as designated by the union. At least thirty (30) days but not more than ninety (90) days prior to 1/1/2008 the union will designate in writing the disbursement of this increase between wages and the various benefit trust funds.

Effective 01/01/2009 a wage and benefit increase for dredge classifications equal to three (3%) percent of 2008 dredge wage and benefit package to be dispersed as designated by the union. At least thirty (30) days but not more than ninety (90) days prior to 1/1/2009 the union will designate in writing the disbursement of this increase between wages and the various benefit trust funds.

ASSISTANT ENGINEER, INCLUDING:

Craneman

Electrical Generator Operator (primary pump/power barge/dredge

Engineer

Welder

Assistant Mate (deckhand).

Fireman.

Leverman Clamshell.

Leverman Hydraulic.
Mate & Boatman.
Oiler (Dredge).

Oiler Foreman to receive \$1.50 per hour over Group II.

Operator and Mechanic Foreman to receive \$1.50 per hour over Group IA.

General Foreman and Master Mechanic to receive \$3.00 per hour over Group IA.

Mechanic Leadman to receive \$1.00 per hour over Group I.

Crane operators employed to service a special craft exclusively or assigned to service a special craft temporarily on a particular operation of a project shall receive the same overtime rate as the special craft receive while so employed.

Wage scales for operators of equipment not listed herein shall be negotiated at the time such equipment is to be operated.

Apprentices

Operating Engineer Apprentice wage scales are established by the Joint Apprenticeship and Training Board of Trustees. The percentage of journeyman pay paid each apprentice is based upon the number of hours worked in the program and is approved by the United States Department of Labor. This can be only altered with that Agency's approval. Pension, Health, and Security etc., are paid as journeyman. The actual specifics may be obtained from the Joint Apprentice and Training Offices.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2007.

Richard Cattanach, Executive Director
ASSOCIATED GENERAL CONTRACTORS OF ALASKA

Allan B. Darr, Business Manager
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302