

**M A S T E R   A G R E E M E N T**

**By and Between**

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

**and**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**LOCAL 959**

**&**

**ALASKA TECHNICAL ENGINEERS LOCAL 959**

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**March 1, 2008 - February 28, 2011**

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## **PREAMBLE**

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

## **PURPOSES**

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

## **ARTICLE I PARTIES AND COVERAGE**

### **Section 1. Parties**

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

### **Section 2. Union Recognition and Employee Coverage**

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

### **Section 3. Effect of Other Agreements**

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

### **Section 4. Subcontracting-Uniform Conditions**

(a) The Employer is entitled to subcontract work on any project or undertaking as determined to be necessary or appropriate.

(b) The Employer agrees to subcontract work covered by this Agreement to subcontractor(s) under contract with the signatory union where such subcontractors are available and where bid(s) by such subcontractors are deemed by the Employer to be competitive.

(c) The Union agrees to allow a subcontractor to be bound by the terms of this Agreement, on that work performed for the Employer on an individual project, without binding the subcontractor to the Agreement on any other work for this Employer or any other Employer.

(d) Whenever the Employer is obligated to satisfy DBE-WBE recruiting requirements, the Union and the Employer mutually agree to waive all restrictions on subcontracting contained in this Section in the event the Employer and Union are unable to find qualified, competitive union minority subcontractors.

(e) When potential qualified Union subcontractors are not available in the locality of the job site to perform the work and/or where the Employer receives no competitive bids from the union subcontractors, the Employer and the Union mutually agree that any restrictions on subcontracting contained in this Section are fully waived.

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

(g) No provision of this Section or any other Article or addendum to this Agreement shall be construed or applied by any party, person, or entity to require the Employer to be responsible under any circumstances for the observance or non-observance of any provisions of this Agreement by any subcontractor utilized by the employer who (1) agrees to observe the terms of this Agreement (or any portion of this Agreement) or (2) who refuses to accept this Agreement (or any portion of it) or abide by its terms.

## **Section 5. Favored Nations**

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

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

## **ARTICLE II HIRING OF EMPLOYEES**

### **Section 1. Hiring Hall**

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

### **Section 2. Union Notification**

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

### **Section 3. Selection of Applicants**

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

### **Section 4. Employer Rejection of Applicants**

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

## **Section 5. Violation of Hiring Hall**

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

## **Section 6. Registration & Operation of Hiring Hall**

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

## **Section 7. Bona Fide Residents, Discrimination**

(a) **Bona Fide Residents.** Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the area for a period of twelve (12) months immediately prior to the date of the request. The individual must provide documentary proof of residency to the local union. The Union will provide whatever documentation it has to the Employer upon request.

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

## **Section 8. Immigration Reform.**

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

## **Section 9. Drug and Alcohol Screening**

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

## **ARTICLE III HIRING HALL COMMITTEE**

### **Section 1. Creation of Committee**

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

### **Section 2. Powers of Committee**

(a) The Joint Hiring Hall Committee shall be empowered to hear and determine any and all disputes or grievances arising out of (1) work referrals, and (2) placement on hiring hall list.

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

(c) The committee shall also determine the criteria for establishing residency within the jurisdiction of the Union.

### **Section 3. Employer Disputes**

If an employer has a dispute concerning the dispatch of an individual, the Employer shall submit that dispute to the Committee for resolution. In case the Committee deadlocks, the matter shall be referred to an impartial umpire. The impartial umpire shall be designated by mutual agreement. If the parties are unable to agree on an impartial umpire, the parties shall select the impartial umpire in the matter provided under the disputes provisions of this Agreement. All decisions of the Joint Hiring Hall Committee or the impartial umpire shall be final and binding on all parties concerned.

## **ARTICLE IV UNION SECURITY**

### **Section 1. Union Shop**

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

## **Section 2. Check Off of Dues**

The Employers agree to deduct from wages of each Employee such amount of the Union dues and/or assessments owing by them to the Union, as may be certified by the Financial Officer of the involved Union, provided the Employee has executed a written assignment calling for such a deduction. If an Employer transfers an Employee to a subsidiary and/or sister company, or if the Employer transfers an Employee to a joint venture that is formed by the Employer, it is agreed that for purposes of Union dues and/or assessments, the Employee need not execute a new written assignment calling for such deductions. Consequently, the deductions will continue without interruption and will be forwarded to the Union by the Employer who is then paying the Employee. Such deductions shall be transmitted to the Union within ten (10) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to each Employer by the Union. Each signatory Union shall notify the Employer of the amount to be deducted.

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

## **Section 3. Discrimination Forbidden**

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

## **Section 4. Job Steward**

One or more working stewards may be appointed by the Union from among its members working on the job that will represent the Union on the job. The Employer shall be informed of the names of the appointed stewards, in writing, and only such stewards will be accorded recognition by the Employer. The designated Union Representative shall be consulted by the Employer prior to a job steward's termination because of drunkenness, dishonesty or other reason. The job steward shall normally discuss grievances arising under this Agreement with the job supervisor and conduct other Union business during non-working hours. These duties shall include, but not be limited to, taking a weekly report of all members employed, checking newly dispatched Employees, caring for the tools and effects of any injured member, caring for the injured in the absence of an authorized first aid person, notifying the Union representative of injuries, and transmitting to the Union Representative all complaints and grievances emanating from the job. The job steward shall be the last working journeyman terminated provided they are qualified for the last work available on the job.

## **Section 5. Discipline**

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

## **ARTICLE V GRIEVANCE PROCEDURE**

### **Section 1. Grievance Procedure**

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

(a) The Employees shall report to their job steward, or such other business representative as may be designated by the Union, any grievance, complaint, or dispute that arises between the Employee and Employer or between co-workers. The designated job steward or business representative will attempt to immediately resolve the matter, between the parties on the job.

(b) Failing to agree, the designated job steward or business representative shall report the matter to the Union, and the business representative shall attempt to settle the matter with an Employer representative.

(c) Should the Union and the Employer have a dispute or complaint with the other party and if after conferring, a settlement is not reached within five (5) working days, the dispute shall proceed to Step d. in the same manner as an Employee complaint.

(d) In the event the matter cannot be adjusted by the method set forth above within five (5) working days, the Union will present the matter to the Executive Director of the A.G.C. for adjustment and will reduce the matter to writing if requested

(e) In the event the matter cannot be adjusted within four (4) working days from the date the grievance, complaint, or dispute is presented by the Union representative to the Executive Director of the A.G.C., the Union may take the dispute to arbitration as outlined in Section 2 of this Article.

(f) Any dispute that arises between the Employees or between co-workers and/or the Employer or any complaint or grievance on the part of both or one shall be submitted to the local Union within thirty (30) days of the known date of violation or when Employee could have reasonably become aware of the violation to be eligible to receive the assistance of the local Union.

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

(h) Failure of the Union or the Employer to process a grievance in the time frame stipulated shall constitute abandonment of the grievance. If the grievance is abandoned by either party, then the Union or Employer shall accept the abandoned request or decision as binding. Any abandoned grievance shall not constitute a precedent.

## **Section 2. Arbitration Committee**

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

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

(b) The decision of the Arbitration Committee will be final and binding upon both parties and shall be complied with within five (5) working days after the decision has been reached unless waived by mutual agreement for extension of time.

(c) Expenses of the independent arbitrator shall be borne equally by both parties.

(d) The Arbitration Committee shall conduct the hearing according to AAA standards and procedures for grievance arbitration. The Arbitration Committee shall have no authority to add to, alter, delete or modify any provisions of this agreement.

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

## **ARTICLE VI JURISDICTIONAL DISPUTES**

### **Section 1. Jurisdictional Disputes**

If a jurisdictional dispute arises, it shall be referred to the International Representatives of the unions involved and they shall confer with the A.G.C. for settlement. Pending such settlement, the craft performing the work at the time the dispute arises shall continue in such capacity until settlement has been reached as above provided.

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

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

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

**Section 1. Employer Provided Camp or Suitable Accommodations.**

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

**Section 2. Per-Diem**

Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, Per-Diem in lieu of room and lodging may be paid at the basic rate of seventy-five dollars (\$75.00) per day or part thereof, 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 miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project.

**Section 3. Employer Provided Board, Lodging or any other Facility not part of Wages.**

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

**Section 4. Established Point of Pickup**

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

such transportation shall be safe and lawful and the Employees shall be seated in reasonable comfort and protected from the elements.

## **ARTICLE VIII TRANSPORTATION WHEN EMPLOYEES RECRUITED**

### **Section 1. Transportation to the Site**

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

### **Section 2. Transportation from the Site**

At the termination of the contract, project, or season, and providing the Employee immediately, unless otherwise mutually agreed to by the Employee and the Employer, returns to the point of hire, the Employer will pay for transportation, actual expenses of board and lodging while enroute to the point of hire. Provided further, that if the Employee is voluntarily terminated or has been discharged for cause as in accordance with Article XXIII, Section 6, the above provision shall not apply.

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

## **ARTICLE IX TRANSPORTATION OF TOOLS AND PERSONAL EFFECTS**

### **Section 1. Transportation of Tools**

Where the job site requires special transportation by air or water, transportation costs for Employer required tools from point of hire to the job site and return shall be borne by the Employer.

If there is no insurance coverage by the air carrier, the Employer shall reimburse the Employee for the full, prior agreed value of Employer required tools lost while an Employee is traveling, pursuant to this Section.

### **Section 2. Personal Effects**

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

## **ARTICLE X HEALTH & SAFETY**

### **Section 1. Adequate Shelters**

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

### **Section 2. State Common-Law**

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

### **Section 3. Drug-Free and Alcohol-Free Workplace**

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

## **ARTICLE XI RETURN OF REMAINS IN EVENT OF DEATH**

In the event of death of an Employee while on the job or in the Employer's camp, the Employer shall immediately notify the Union, and, in the absence of any law or authority prohibiting same, prepare and transport the remains to point of hire or to such other point of equivalent or less distance as the next of kin may elect.

## **ARTICLE XII HOLIDAYS**

The holiday rate shall apply for work on the following days:

New Year's Day	Labor Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

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

In the event that there is a conflict between the state and federal government on the observance date of any of the above listed holidays, the State observance date shall prevail.

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

## **ARTICLE XIII CHANGE IN CLASSIFICATION OR CRAFT**

### **Section 1. Work Outside of Craft**

(a) An Employee temporarily assigned work of another craft will be paid the rate the classification calls for while performing such work, provided the Employee works at least two (2) hours in that classification. The Employer is entitled to assign an Employee to perform work normally performed by another craft on a temporary, "emergency" basis.

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

### **Section 2. Work in Different Classification Within Craft**

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

## **ARTICLE XIV PAY**

### **Section 1. Regular Payday**

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

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

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

For the purposes of pay, a payroll week is further defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on the following Saturday. This payroll week is established for the purpose of uniformity and defining the pay period. The Employer is entitled to change the payroll cutoff date as circumstances may warrant, so long as payday is within one week following the payroll cutoff date. In regard to "bush" jobs where flight schedules and/or mail delivery may be interrupted, separate arrangements may be consummated by mutual consent or separate agreement.

### **Section 2. Payment of Wages Upon Termination**

In accordance with Alaska Statute title 23.05.140 if the employment is terminated by the Employer regardless of the cause for the termination, payment is due within three working days after the termination. If employment is terminated by the Employee, payment is due at the next regular pay day that is at least three days after the Employer received notice of the Employee's termination of service. In either case, failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays, and holidays) the Employer may be required to pay the Employee a penalty in the amount of the Employee's regular wage, salary, or other compensation from the time of demand to the time of payment, or for 90 working days, whichever is lesser amount.

On remote jobs where payroll facilities are not maintained, the Employer will have the check at the Union offices or in the U.S. mail or other place mutually agreed to within forty-eight (48) hours of termination, Saturdays, Sundays, and holidays excepted.

### **Section 3. Itemized Deductions**

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

**ARTICLE XV  
UNION ADMISSION TO JOB**

**Section 1. Authorized Representation**

An authorized representative of the Union shall be allowed admission to any job at any time for the purpose of investigating conditions existing on the job. However, the representative shall, as soon as possible, make their presence known to the Employer's representative in charge of the work.

On projects, which are under military guard, the Employers will cooperate with the Union officials in this regard as far as regulations will permit. The Employer shall also notify the Union as promptly as possible of any fatalities.

**Section 2. Examination of Records**

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

**ARTICLE XVI  
WAGES**

**Section 1. Public Works Projects - Davis Bacon Act and Related Statutes**

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

**Section 2. Wages**

See Schedule A.

## **ARTICLE XVII HOURS OF WORK/OVERTIME/SHIFTS**

### **Section 1. Normal Work Day & Week**

Eight (8) hours shall constitute the normal workday; and forty (40) hours shall constitute the normal workweek. Starting and quitting time for the work day shall be established between 6:00 a.m. and 6:00 p.m. (Starting times may be staggered between the hours of 6:00 a.m. and 8:00 a.m.) in accordance with job requirements, as determined by the Employer. Employees shall receive compensation of one and one half (1-1/2) times the base rate for any hours worked over eight (8) hours per day or over forty (40) hours per week.

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

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

### **Section 2. Starting Time**

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

### **Section 3. Overtime Rates**

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

#### **Section 4. Multiple Shifts**

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

#### **Section 5. Dewatering Tunnels/Temporary Heat/Protection**

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

#### **Section 6. Tide Work**

Unless otherwise agreed to by the Union and the Employer, tide work shall be subject to the following special condition. When Employees are called out on tide work, they shall be guaranteed an amount equivalent to four (4) hours at straight time pay as a minimum for each call out.

### **ARTICLE XVIII PAY GUARANTEES**

#### **Section 1. Pay For Actual Time Worked**

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

#### **Section 2. Show-Up Guarantee**

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

#### **Section 3. Work Injuries**

Employees injured on the job, provided injury is reported to the person's Employer and requires medical attention, are to be paid for time spent on the first visit to the doctor and, if the doctor determines and certifies that the Employee is unable to return to work because of injury, they shall be paid the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

#### **Section 4. Call-Back Guarantee**

When an Employee has completed their scheduled shift and returns by direction of the Employer to perform additional work, they shall receive overtime pay for the actual hours worked with a minimum guarantee of two (2) hour's pay at the applicable rate.

### **ARTICLE XIX MEAL PERIODS**

#### **Section 1. Meal Break**

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

#### **Section 2. Continuous Operation**

Notwithstanding the above paragraph, an Employee may be required to work more than six (6) consecutive hours without any entitlement to a later meal period or pay for that period when the Employer is engaged in a continuous operation where breaks are difficult to schedule but sufficient lag time normally exists to enable an Employee to consume a meal during the shift. Examples of continuous operations include, but are not limited to: asphalt paving operations, concrete pours, gravel hauls, tide work, and piledriving.

### **ARTICLE XX FRINGE BENEFITS**

#### **Section 1. See Schedule A.**

#### **Section 2. Contributions to Trusts**

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

### **ARTICLE XXI FOREMAN**

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

## **ARTICLE XXII PRE-JOB CONFERENCE**

### **Section 1. Pre-Job Conference**

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

### **Section 2. Notification to Subcontractor**

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

## **ARTICLE XXIII MISCELLANEOUS PROVISIONS**

### **Section 1. Change in Policy**

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

### **Section 2. Termination Slip**

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

### **Section 3. Work by Supervisors**

While the Employer does not intend that supervisors outside the bargaining unit be regularly engaged in bargaining unit work, it is nonetheless a reserved prerogative of the Employer to assign incidental or occasional work to such supervisory personnel in instances when the Employer deems it appropriate to do so without violating any provision of the Agreement or any Supplement or Schedule "A". When deemed appropriate, the Employer will designate a particular supervisor to issue instructions to the craft working foreman utilized by the Employer to prevent duplication and confusion of orders. Hours worked by non-unit supervisors in performance of unit work are not compensable hours for purposes of Employer Trust contributions (i.e., the Employer is not obligated to make contributions on such hours worked by non-unit supervisors)

#### **Section 4. Immunizations and Physicals**

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

#### **Section 5. Tunnel, Shaft, and Dredge Work**

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

#### **Section 6. Termination for Cause**

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

#### **Section 7. Injured Person to Get Priority For Rehire**

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

#### **Section 8. New Equipment and Classifications**

Wage scales for Employees of equipment operated in construction not listed herein, or classifications not listed shall be negotiated at the time such equipment is to be operated or the new classification is to be utilized.

#### **Section 9. Severability Clause**

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

## **Section 10. Transportation in Aircraft**

When Employees are transported in aircraft, such aircraft shall be operated, maintained, and have a certificate of air worthiness, and the pilot shall be licensed and certificated, all in accordance with applicable laws and regulations.

## **Section 11. Joint Venture**

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

## **Section 12. Request for information and reports**

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

# **ARTICLE XXIV STRIKES AND LOCKOUTS**

## **Section 1. No Strikes No Lockouts**

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

## **Section 2. Responsibility**

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

### **Section 3. Judicial Remedies**

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

### **Section 4. Employees Who Violate any Provision of this Article**

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

## **ARTICLE XXV MANAGEMENT RIGHTS**

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

## **ARTICLE XXVI SPECIAL CONDITIONS**

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

## **ARTICLE XXVII JOINT LABOR MANAGEMENT COMMITTEE**

There shall be established a Joint-Labor-Management Committee to facilitate interpretation of this Agreement and all addenda and to foster harmony between the parties. The committee shall consist of one member from each of the Crafts signatory to this Master Agreement and an equal number of signatory employers appointed by the Associated General Contractors of Alaska, Inc.

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

**Section 1. Signatory Parties**

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

**Section 2. Term of Agreement**

This Agreement shall become effective March 1, 2008, and shall continue in full force and effect through February 28, 2011, and thereafter from year to year.

**Section 3. Reopener**

If mutually agreed, either party may give sixty (60) days' written notice to the other party prior to February 28, 2011, or any year thereafter that they desire to renegotiate selected Articles of this Agreement. If either party gives such notice that they desire to renegotiate selected Articles, that notice and renegotiation shall not terminate the Agreement, and the Agreement shall continue in full force and effect until modified by the renegotiated Articles.

**Section 4. Termination of Agreement**

If either party desires to terminate this Agreement, the party desiring to terminate the Agreement shall give sixty (60) days' written notice to the other party prior to February 28, 2011, or any year thereafter of its desire that the Agreement shall be terminated.

**Section 5. Execution of Agreement**

This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008.

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

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

\_\_\_\_\_  
**Ken Coleman**  
**Secretary-Treasurer**

\_\_\_\_\_  
**John MacKinnon**  
**Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Rick Boyles**  
**President**

\_\_\_\_\_  
**Date**

**SCHEDULE A**

to the

**MASTER AGREEMENT**

By and Between

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

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**LOCAL 959**

**&**

**ALASKA TECHNICAL ENGINEERS LOCAL 959**

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**March 1, 2008 - February 28, 2011**

**SEE MASTER AGREEMENT FOR OTHER TERMS AND CONDITIONS**

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

## **ARTICLE I**

### **Section 1. Basic Qualifications.**

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

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

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

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

### **Section 2. Obligation to Hire Through The Union.**

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

### **Section 3. Referral by the Union.**

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

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

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

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

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

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

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

#### **Section 4. Exceptions to the Referral Procedure.**

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

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

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

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

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

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

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

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

(h) Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this Section shall mean that the individual shall have resided in the area for a period of twelve (12) months immediately prior to the date of the request. Documentary proof must be made by the local hire prospect to the Employer and the Union.

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

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

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

(a) Lowboy drivers where required to breakdown or load cats, cranes or other similar type equipment.

(b) Material coordinator, purchasing agent, parts men, warehousemen and/or related computer operators where required to have knowledge of special Federal numbers or other parts, materials or nomenclatures.

(c) Tiremen where required to repair and maintain oversize tires and/or equipment.

(d) Greaser when servicing specialized equipment.

(e) Air cushion or similar type vehicles (land or sea).

(f) Ambulance/fire truck drivers (EMT certified) and Construction and Material Safety Technician.

(g) Captains, pilots and loadmasters (air and water).

(h) Vacuum trucks, foam/oil distributor drivers.

(i) Delta, commanders, rollagons, and similar type equipment.

(j) Riggers (air/water/oilfield).

(k) Concrete mixer driver and batch truck drivers.

(l) Air/sea traffic controllers.

(m) Super Vacuum Trucks/Cacasco Trucks/Heat Stress Trucks.

(n) Push/pull trucks, jeeps.

(o) Such other classifications that may arise during the terms of this Agreement.

(p) 769-773-777 Catwaqons, B-70's, and other similar type and size equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 2. Registration Procedure.**

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

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

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

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

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

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

## **Section 3. Referral Will Be Non-Discriminatory.**

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

## **Section 4. Posting of Procedures.**

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

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

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

**ARTICLE III  
UNION SECURITY**

**Section 1. Check Off of Dues.**

(a) The Employer agrees, to deduct from the wages of each Employee covered under this Agreement, the current Union supplemental dues as agreed to by the bargaining unit or as prescribed in the Local Union's bylaws. Such deductions shall be transmitted to the Union within ten (10) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to the Employer by the Union.

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

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

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

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

**Section 1. Conformation to all Health and Safety Regulations.**

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

**Section 2. Notice of Injury.**

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

**ARTICLE V  
WAGES**

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

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

**Section 1. Teamsters Hourly Wage Rate.**

**GROUP 1 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	33.72	34.98	36.78	37.77

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

**GROUP 1A HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	34.85	36.16	38.02	39.04

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

**GROUP 2 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	32.60	33.81	35.56	36.51

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

**GROUP 3 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	31.87	33.05	34.76	35.69

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

**GROUP 4 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	31.36	32.51	34.21	35.11

1. Air Cushion or similar type vehicle;
2. All Terrain Vehicles;
3. Boom Truck/Knuckle Truck over 5 tons;
4. Buggymobile;
5. Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing attachments, over 5 tons;
6. Bus Operators, over 30 Passengers;
7. Combination Truck-Fuel and Grease;
8. Compactor (when pulled by rubber tired equipment);
9. Dump Trucks (including Rockbuggy and trucks with pups) up to and including 10 yards;
10. Dumpster;
11. Expeditor (general);
12. Fire Truck/Ambulance drivers;
13. Flat Beds, Dual rear axle;
14. Foam Distributor Truck Dual Axle;
15. Front End Loader with/forks;
16. Gin Pole Truck, Winch Truck, wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons;
17. Grease Truck;
18. Hydro Seeders-Dual Axle;
19. Hyster Operators (handling bulk aggregate);
20. Loadmaster (air and water operations);
21. Lumber Carriers;
22. Ready Mix, up to and including 7 yards;
23. Rigger (air/water/oilfield);
24. Semi or Truck and Trailer;
25. Tireman, light duty;
26. Track Truck Equipment;
27. Vacuum Trucks, Truck Vacuum Sweepers;
28. Warehouseperson;
29. Water Truck, Dual axle;
30. Water Wagon, Semi.

**GROUP 5 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	30.68	31.80	33.46	34.35

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

**Section 2. Technical Engineers Hourly Wage Rate.**

**GROUP 1A HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	36.58	37.97	39.91	40.99

1. Chief of Parties;

**GROUP 1 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	35.17	36.49	38.37	39.40

1. Party Chief;

**GROUP 2 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	34.64	35.94	37.79	38.80

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

**GROUP 3 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	32.75	33.97	35.72	36.68

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

**GROUP 4 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	30.15	31.25	32.88	33.75

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

**GROUP 5 HOURLY WAGE RATE**

Effective:	<u>Current</u>	<u>09/01/08</u>	<u>09/01/09</u>	<u>09/01/10</u>
	28.89	29.93	31.51	32.34

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

**Composition of Parties - Crew Makeup.**

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

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

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

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

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

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

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

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

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

### **Apprentices:**

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

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

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

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

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

<u>Periods</u>	<u>Hours</u>	<u>Percentage</u>
1st	0 - 600	60%
2nd	601 - 1200	70%
3rd	1201 - 1800	80%
4th	1801 - 2400	90%

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

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

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

**ARTICLE VI  
ALASKA TEAMSTER-EMPLOYER  
WELFARE PLAN**

**Section 1. Employer's Hourly Welfare Contribution.**

Effective September 1, 2007 the Employer shall contribute six dollars and twenty-five cents (\$6.25) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund, for the purpose of providing a welfare plan for the Employees.

Effective September 1, 2008, the Employer shall contribute six dollars and forty cents (\$6.40) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund.

Effective September 1, 2009, the Employer shall contribute six dollars and fifty cents (\$6.50) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund.

Effective September 1, 2010, the Employer shall contribute six dollars and seventy-five cents (\$6.75) for each hour of compensation earned by each Employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund.

## **Section 2. Trust Agreement.**

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Welfare Trust Fund in accordance with the Trust Agreement of January 30, 1960, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer-Trustees and Union-Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

## **Section 3. Payment of Contributions.**

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

## **Section 4. Employer's Liability.**

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

# **ARTICLE VII ALASKA TEAMSTER EMPLOYER PENSION TRUST**

## **Section 1. Employer Hourly Pension Contributions.**

Effective September 1, 2007 the Employer shall contribute six dollars (\$6.00) for each hour of compensation earned by each Employee represented by the International Brotherhood of Teamsters, Local 959 and Technical Engineers, Local 959, during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the Employees.

Effective September 1, 2008 the Employer shall contribute six dollars and fifty cents (\$6.50) for each hour of compensation earned by each Employee represented by the International Brotherhood of Teamsters, Local 959 and Technical Engineers, Local 959, during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the Employees.

Effective September 1, 2009 the Employer shall contribute six dollars and seventy-five cents (\$6.75) for each hour of compensation earned by each Employee represented by the International Brotherhood of Teamsters, Local 959 and Technical Engineers, Local 959, during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the Employees.

Effective September 1, 2010 the Employer shall contribute seven dollars (\$7.00) for each hour of compensation earned by each Employee represented by the International Brotherhood of Teamsters, Local 959 and Technical Engineers, Local 959, during a given month, to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the Employees.

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Pension Trust Fund, in accordance with the Trust Agreement of June 21, 1966, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer-Trustees and Union-Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

## **Section 2. Payment of Contributions.**

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

## **ARTICLE VIII 401(K) DEFINED CONTRIBUTION PLAN**

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

## **ARTICLE IX DELINQUENCIES**

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

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

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

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

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

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

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

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

If the Employer fails to pay contributions to the retirement, defined contributions, or health trusts for a period of two (2) months, or if an Employer is delinquent for the second (2nd) time for a period of at least one (1) month within a twelve (12) month period of their first delinquency, the Union may strike the Employer and the Union shall not dispatch workers to that Employer. If the Employer

makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the execution of a confession of judgment, the posting of a bond or other security providing for weekly contributions, or any combination of the above, the Administrator may advise the Union that workers may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent, the Employer shall pay the total cost of the audit. The Employer will cooperate fully in and during the audit or no workers shall be dispatched to the job.

**ARTICLE X  
ALASKA TEAMSTER-EMPLOYER  
SERVICE TRAINING TRUST**

**Section 1. Employer Hourly Service Training Contributions.**

The Employers are signatory to a Trust Agreement establishing the Alaska Teamster-Employer Service Training Trust effective July 1, 1974. It is understood that under the provisions thereof, the Employers, effective September 1, 2007, shall contribute to the Trust Fund, eighty cents (\$0.80) for each compensable hour accredited to Teamsters in their employ, for the purposes of training, apprenticeship and upgrading as specified in said Trust Agreement. It is understood that the contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

(a) Effective September 1, 8, the Employer shall contribute one dollar (\$1.00) for each compensable hour to the Alaska Teamster Employer Service Training Trust.

(b) Effective September 1, 2009, the Employer shall contribute one dollar and five cents (\$1.05) for each compensable hour to the Alaska Teamster Employer Service Training Trust.

(c) Effective September 1, 2010, the Employer shall contribute one dollar and ten cents (\$1.10) for each compensable hour to the Alaska Teamster Employer Service Training Trust.

**ARTICLE XI  
CONSTRUCTION INDUSTRY PROGRESS FUND (CIPF)**

**Section 1. Employer Hourly Construction Industry Progress Fund Contributions.**

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

to cooperate with AGC Safety, Inc. in its safety program to improve working conditions and safety records.

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

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

### **Section 1. Owner-Operators - Leased Equipment.**

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

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

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

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

### **Section 2. Man Haul.**

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

### **Section 3. Maintenance of Equipment.**

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

### **Section 4. Tools.**

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

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

**ARTICLE XIV  
DURATION**

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

\_\_\_\_\_  
**Ken Coleman**  
Secretary-Treasurer

\_\_\_\_\_  
**John MacKinnon**  
Executive Director

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Rick Boyles**  
President

\_\_\_\_\_  
**Date**