



AGREEMENT

Between

ASSOCIATED GENERAL CONTRACTORS OF
ALASKA

AND

THE ALASKA REGIONAL COUNCIL OF
CARPENTERS
AND
ITS AFFILIATED LOCAL UNIONS

July 1, 2008 – June 30 2011



PREAMBLE

THIS AGREEMENT between the Associated General Contractors of Alaska, Inc., and the Alaska Regional Council of Carpenters, which includes the Northern Carpenters Local 1243, Southern Carpenters Local 1281, Southeast Carpenters Local 2247 and statewide Piledrivers, Bridge, Dock Builders and Divers Local 2520, of the United Brotherhood of Carpenters and Joiners of America exercising jurisdiction over the State of Alaska is a successive principal Agreement of the 2004 – 2008 Agreement and all other prior Agreements between the Associated General Contractors of Alaska, Inc., and the aforementioned Unions.

Where the words Contractor(s) or Employer(s) hereinafter appears in this Agreement it shall mean Employers and/or other parties signatory to this Agreement. Where the word Union or Unions hereinafter appears in this Agreement it shall mean the Northern Carpenters Local 1243, Southern Carpenter Local 1281, Southeast Carpenters Local 2247 and the Piledrivers, Bridge, Dock Builders and Divers Local 2520 unless otherwise state.

All terms of the male gender hereinafter referred to shall be deemed to include the female gender and vice versa. All terms referring to Carpenters shall be deemed to include all classifications of Employees under this Agreement unless otherwise noted.

Northern, Southern, Southeast Carpenters and Piledriver and Jurisdiction

The area jurisdiction of each local Union signatory hereto shall be as established by the General President of the United Brotherhood of Carpenters and Joiners of America.

The headings used in this Agreement are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

WITNESSETH PURPOSE OF THIS AGREEMENT

It is the purpose of this Agreement to assure a supply of competent and capable Employees for the performance of the work undertaken by the Employers; to maintain a continuity of employment to the persons employed; to insure amicable labor-management relations; eliminate work stoppage or delays in the prosecution of all work undertaken by the Employer; improve the competitive position of the organized sector of the construction industry, and to record the terms of agreement with respect to rates of pay, hours of work, and other conditions of employment arrived at through the process of collective bargaining. It is also the intent of this Agreement to recruit, train, and employ members of minority groups, as defined by the Office of Equal Employment Opportunity.

The Employers and the Union agree that there shall be no unlawful discrimination in hiring, referral, or any aspect of employment. No Employee shall be discriminated against for upholding Union principles; and any Employee who works under the instruction of the Unions, or who serves on a committee, or as a delegate in or out of the Union's jurisdiction, shall not lose their position nor shall an Employee be discriminated against for any of above mentioned reason. When an Employee will be absent from their place of employment on Union business for one work week or more the Unions agree to advised the Employee to timely notify the Employer prior to said Employee's absence.

In order to insure that the above provision for absences of one work week or greater shall not result in any direct expense to the Employer, the Union agrees to pay all expenses which may result from compliance with this provision including any travel expense and travel pay due to Union members, including the Employee and the Employee's replacement if the Employer decides that such replacement is necessary and timely notifies the Union. It is agreed that no damages will be assessed against the Employer as a result of compliance with this provision. This provision applies to Union business only and not to training.

ARTICLE ONE PARTIES AND TERRITORY AFFECTED

Section 1. Parties:

The term "Union" shall refer to Northern Carpenters Local 1243, Southern Carpenters Local 1281, Southeast Carpenters Local 2247 and statewide Piledrivers, Bridge, Dock Builders and Divers Local 2520 of the United Brotherhood of Carpenters and Joiners of America, exercising jurisdiction within the legal boundaries of the State of Alaska. The Term "AGC" shall refer to the Associated General Contractors of Alaska, Inc. For the Purposes of this agreement the AGC is not acting as an agent or collective bargaining representative for any employers who are or may become signatory to this agreement.

Section 2. Union Recognition and Employee Coverage:

The provisions of this Agreement shall be binding upon the Employers and the Union. The Employers recognize the Union as the exclusive bargaining representative for all craft classifications employed within the scope of the Agreement.

Section 3. Subcontracting – Uniform Conditions:

The Employers agree that in the event any of the work coming under the scope of this Agreement is to be sub-contracted, they shall:

- a. Furnish the Union the name and address of said sub-contractor immediately upon awarding the sub-contract.

- b. Shall require sub-contractor to be signatory to and in compliance with this Agreement. The Union agrees to allow a sub-contractor to be bound by the terms of this Agreement, on that work performed for an Employer or an individual project without binding the sub-contractor to this Agreement on any other work for the same or any other Employer.
- c. Upon notification by the Union the Employer shall assume the responsibility to see that the Sub-contractor adheres to the wages and conditions outlined in this Agreement and that Pension, Health & Security and Training Fund contributions are timely.
- d. The Union agrees to notify the Employer within 15 days of any delinquent payment of wages and within 45 days of any delinquent fringe benefits owed by the subcontractor, and to further issue a certificate to the Employer or the subcontractor when these payments have been made in order that the Employer may make payment to the subcontractor. The 45 day provision of this Article will not apply to inaccurate or falsified reports.
- e. Whenever the Employer is obligated to satisfy owner's required recruiting requirements, the Union and the Employer by mutual agreement may waive subsection (b) and (c) prior to commencement of the work in the event an Employer and Union are unable to find qualified competitive union minority subcontractors.
- f. When potential Union Sub-contractors are not available in the locality of the jobsite to perform the work or where the Employer receives no competitive union bids, the Employer and the Union may mutually agree to waive sub-section (b) and (c).
- g. No work will be let by piecework, contract, or lump sum direct with journeymen or apprentices for labor services.

Section 4. 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 provided 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 other agreement in full with respect to that geographical area and/or project(s).

For special conditions or wages relating to a particular project, the Employer has the obligation of contacting the Union prior to bid to ascertain the special wage or condition.

The Union will provide the AGC Multiemployer Group and such signatory employers with a true copy of any agreement signed by any employer that covers work recognized as field construction work that differs in any material way from the working terms and conditions or wages contained in this agreement within five (5) calendar days of such signing.

Section 5. Effect of Other Agreements:

Provisions of national union agreements or specific project agreements that the Employer is signatory to and which may conflict or differ with the terms of this Agreement shall take precedence.

**ARTICLE TWO
DURATION, MODIFICATION AND CHANGES**

Section 1. Duration, Modification and Changes:

This Agreement shall become effective July 1, 2008, and shall continue in full force and effect through June 30, 2011, and thereafter from contract year to contract year, and will apply to all construction work in Alaska to be performed by the Employers, unless notice is given in writing by the Unions or the Employers to the other party no less than sixty days prior to the expiration of any such contract period of its desire to modify, change, amend, or terminate this Agreement; and in such case, the Agreement shall be open for modification at the expiration of the contract period within which such notice is given. Upon receipt of said notice, the signatory Union and the Employers shall commence negotiations within thirty (30) days.

There shall be no retroactivity from the date of ratification by both parties for any wage, fringe or cost related work rules change.

**ARTICLE THREE
REOPENING IF INVALIDATED BY COURT**

In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid for any cause, such invalid provisions shall be deemed to be non-existent, and the remainder of the Agreement shall continue in full force and effect. The parties hereto agree that on some mutually agreeable date they will commence negotiations as to such invalidated and other affected portions of this contract.

ARTICLE FOUR HIRING OF CRAFT PERSONS

Section 1. Requesting Manpower:

Employers shall hire qualified Craft persons by calling the Union. The Employer, when requiring Craft persons for any job, shall notify the Local Union office stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of Craft persons required.

Section 2. Responsible Representatives:

To avoid duplication of orders and to provide an orderly hiring procedure, the Employers agree to designate responsible representatives for each project whom the Union shall recognize as the agents of the Employers with authority to hire.

Furthermore, the Union shall be notified as to the names of the authorized representatives and the parties mutually agree that the employment will be made only through such persons designated by the Employers.

Section 3. Hiring Hall:

- a. The Unions signatory hereto shall maintain an exclusive hiring hall and may solicit workers, both union and non-union, for registration to fill requisitions for workers. The Employers reserve the right to reject any job applicants referred by the Union.
- b. The Unions agrees that there shall be no discrimination on their part against non-union workers in the operation of such hiring hall, and referral of applicants for employment shall in no way be based on or affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The Employers and the Unions agree that there will be no discrimination in hiring or referral of workers due to their race, creed, color, age or sex.
- c. The Employers and the Unions agree that there will be no discrimination in hiring or referral of applicants due to their race, creed, color, language, 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 and lawful contractual obligation imposed by an Owner.

Section 4. Drug-Free and Alcohol-Free Workplace:

- a. **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.

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

Section 5. Referral of Workers:

- a. When placing orders for workers, the Employer may make specific requests for workers from the out-of work list regardless of their position on the list.

- b. Open calls for workers shall be placed by 9:00 a.m., Monday through Friday and be filled from the list in the order in which their name appears, providing they are available, qualified, and willing to work.

- c. Separate lists will be established and maintained for registered apprentice workers and referrals shall be made in rotation recommended by Joint Apprenticeship Committee.

- d. In the event that the referral facilities maintained by the Union are unable to fill the requisition from any Employer for workers within a forty-eight (48) hour period after such requisition is made by the employer (Saturdays, Sundays, and Holidays excepted), the Employer may employ applicants without reference to the referral procedure. In such an event, the Employer will notify the Union of the names and dates of such hiring within forty-eight (48) hours of such hiring.

Section 6. Referral Disputes:

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

Section 7. State or Federal Law:

It is not the intent of this Article to in any way violate State or Federal Law or regulation and the development of any such situation shall be cause for immediate negotiations between the signatories to this Agreement to correct the language. In the event that, as a result of a charge or suit against any party to this Agreement (to include any member of the Associated General Contractors of Alaska, or any Employer who adopts and works under this Agreement), any section or provision hereof or the entire Agreement shall be declared or held to be invalid or illegal by any authorized Board or Court, the part, section, provision or the entire Agreement so held or declared invalid or illegal shall forthwith cease to be of further force and effect and in such event either party hereto may, upon not less than thirty (30) days written notice to the other, have the right to open negotiations for the substitution of a new section, sections, or agreement consistent with the decision of the Board or Court.

Section 8. Hold Harmless – Indemnification:

The Alaska Regional Council of Carpenters agrees to indemnify, defend, and hold harmless the Associated General Contractors of Alaska, Inc., its employees, officers and committee members against any claim or liability arising from or based on the violation of any laws, ordinances, regulations or orders pertaining to workers' residency classification or requirements, the operation of the hiring hall, the referral or workers, and the placement of or refusal to place any individual on the out-of-work list.

**ARTICLE FIVE
UNION MEMBERSHIP**

In order to retain employment, Employees shall become and remain Union members in good standing or, in accordance with federal law, pay uniform periodic dues and initiation fees in lieu of membership, no later than the fourteenth (14th) day following the beginning of employment or the effective date of this Agreement.

ARTICLE SIX JURISDICTIONAL DISPUTES

Employers and their sub-contractors shall make work assignments on the basis of International Agreement, Decisions of Record and Area Practice. Should a jurisdictional dispute arise, the Contesting Crafts shall meet and attempt to resolve the dispute. If agreement is reached, a jurisdictional dispute will no longer exist and the work will be performed as agreed upon by the Contesting Crafts. If no agreement is reached, the work will continue to be performed as originally assigned by the Employer, and the Contesting Union shall refer the dispute to their respective International Unions. If the International Unions reach agreement, the work shall be performed as agreed upon by the International Unions. Should the International Unions fail to reach agreement, the work shall continue to be performed as originally assigned by the Employer. There shall be no stoppage or slow down of work because of jurisdictional disputes.

ARTICLE SEVEN GRIEVANCES

Any grievance, complaint, or dispute (except jurisdictional or referral 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. Both parties pledge their full cooperation in carrying out the procedure outlined.

- a. If employees working under this Agreement feel aggrieved by a violation of this Agreement, they shall, within 10 days (5 days in the event of a termination grievance) from the time of their awareness or when they could have been reasonably aware of the alleged violation, notify the Local Union Business Representative in writing.
- b. In the event that dispute, grievance or difference of interpretation arising on the job cannot be satisfactorily adjusted on the job between the representatives of the Union and the Employer or authorized representative, the same shall be referred to the authorized representative of the Union and the Executive Director of the Associated General Contractors of Alaska, Inc. It is agreed that this settlement shall be reached at the site of the job or at a place mutually agreeable to the parties within seven (7) days. Either party may, in writing, refer the matter to the Board of Conciliation that shall consist of one person appointed by each party. The two persons so appointed shall select a third member. In the event that there is a failure of agreement on the impartial member of the board during a seven (7) day period, the time shall be extended seven (7) days, and the presiding

appropriate judiciary authority, will be requested to name a third member. This Board shall meet as soon as possible but in no event later than seven (7) days after the dispute has been referred to them. Any decision of the Board shall be completely within the scope and terms of this Agreement. It may provide retroactivity not exceeding sixty (60) days from date of filing of notice of the dispute with the A.G.C. and shall state the effective date. Decision by the Board shall be rendered within ten (10) days after they hear the dispute, and such decision shall be final and binding upon both parties. Compliance and execution of such decisions shall be made within fourteen (14) days from the date of the decision. It is agreed that the expense of the third member of the Board shall be borne equally by the parties.

ARTICLE EIGHT HOURS OF WORK AND OVERTIME

Section 1. Hours of Work:

Eight (8) hours shall constitute the normal workday; and forty (40) hours shall constitute the normal workweek. 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 forty (40) hours per week (Monday-Friday); however, the Employer and the Union may mutually agree to establish a regular work week on a particular job of four days per week, ten (10) hours per day, and all work not exceeding ten (10) hours per day or forty (40) hours per week shall be paid at straight time. Nothing in this Article shall be construed as guaranteeing any Employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 2. Overtime Rates:

Employees shall receive compensation of one and one-half (1-1/2) times the basic rate for work performed on Saturday unless any of the below exceptions apply.

When unforeseen project issues require Sunday work for timely completion of a job, the employee shall receive compensation of one and one-half (1-1/2) times the basic rate.

This exception may only apply for a reasonable time period which, is generally agreed to be a Sunday or two (2) per job.

On projects where other employees of the contractor at the jobsite and throughout the duration of the job receive one and one-half (1-1/2) times the basic rate on Sunday, employees working under this agreement shall also receive compensation of one and one-half (1-1/2) times the basic rate.

During the first week of employment the employee is not entitled to overtime for Saturday until the employee works in excess of (8) hours per day or (40) hours per week. This paragraph shall only apply when the duration of employment is more than one calendar week.

An employee who chooses to work a Saturday, who was absent on a previous straight time day on which the Employer made work available may be compensated by the Employer on a straight time basis.

In instances where special working hours/days are required by an owner or contracting agency, the Union and Employer may mutually agree that overtime pay will only be paid after (8) hours per day or (40) hours per week or in accordance with the alternate schedule.

An exception to Section 2 and Section 3 is that Piledrivers and Divers shall receive compensation of one and one half (1 and ½) times the basic rate for work performed on Saturdays and Sundays.

Section 3. Sundays and Holidays:

Sundays and Holidays shall always be considered overtime and employees shall receive compensation of two (2) times the basic rate for work performed except as noted in Section 2 above.

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.

- a. On a job consisting of eight (8) hour shifts, the first (1st) and second (2nd) shifts shall be paid at the regular basic pay rate. The third (3rd) shift shall receive compensation of eight (8) hours for a seven (7) hours shift.
- b. On a job consisting of ten (10) hour or over, the first (1st) shift shall be paid at the regular basic pay rate. The second (2nd) shall receive compensation of an additional one half (1/2) hour.

Section 5. Dewatering and Weather Protection:

Dewatering and providing temporary heat and protection shall be worked in accordance with the work week 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. Time Worked:

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

Section 7. Tide Work

Unless otherwise agreed to by the Union and the Employer, work that is directly affected by the tide shall be subject to the following special conditions:

- a. Employees called out between the hours of 10:00 p.m. and 7:00 a.m. on tide work shall receive 1-1/2 times for each hour worked within those hours.
- b. Hours worked after 7:00 a.m. and before 10:00 p.m. shall be paid for in conformity with the general terms of this Agreement.

It is understood and agreed, however, that when persons are called out on tide work, they shall be guaranteed an amount equivalent to four (4) hours at straight time pay as a minimum of each call out.

Section 8. Show Up Guarantee:

- a. Workers reporting for work who are willing and able for work and not put to work shall receive two (2) hours pay at their regular straight time rate unless notified not to report at the end of the previous shift or two (2) hours prior to the start of a shift by a mutually agreed method of notification. Where such workers live in a camp such notification can be given any time prior to departure from camp. If the shift is started, the worker shall receive at least four (4) hours' pay at the regular straight time rate. Where an Employee leaves of their own volition or is discharged for cause, Employee shall be paid for the actual time for worked. Reporting pay on overtime days shall be a minimum of two (2) hours at the straight time rate.
- b. When an Employee completes their scheduled shift and is "called out" to perform special work on a casual, incidental or irregular nature, the Employee shall receive premium pay in accordance with the proper overtime rate with a minimum guarantee to two (2) hours pay at the Employee's straight time rate.

Section 9. Meals and Meal Periods:

- a. An Employer will schedule a one-half (1/2) hour break for a meal period near the midpoint of a shift. An Employee required to work more than six (6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate.
- b. Notwithstanding paragraph (a), 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, piledriving.
- c. At no time shall an Employee be required to work more than 4 1/2 hours without a ten (10) minute break.

ARTICLE NINE HOLIDAYS

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

New Year's Day - January 1
Presidents Day 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - 1st Monday in September
Veteran's Day - November 11
Thanksgiving Day - 4th Thursday in November
Christmas Day - December 25

- a. If the holiday falls on a Sunday, the Monday following will also be a legal holiday.
- b. If the holiday falls on a Saturday, then the following shall apply:
Employers/Employees who regularly work a five day work week shall observe the holiday on the previous Friday (the day before the holiday),
Employers/Employees who regularly work a six day or seven day work week shall observe the holiday on the Saturday upon which the holiday falls.
- c. Notwithstanding any other provision, the Employer and the Union may agree to observe the Holiday on a day other than the observed holiday if it is agreed to by the Employer and the majority of Employees.

However, let it be known, that the Union takes no responsibility should the state or federal government choose to enforce the law and require the Employer to pay overtime for the swap.

ARTICLE TEN WORKING RULES

Section 1. Working Rules:

- a. Workers shall have a minimum of five (5) minutes to put away tools before quitting time of each shift.
- b. Employees shall furnish their own hand tools and walk-ups for drywallers.

- c. No Employee shall rent, loan, or in any way furnish, optical instruments, power tools of any kind, hand levels or squares more than 30 inches in length (except sheetrock square), any ladders, horses, benches or trestles, or any boring equipment over one inch (except expansion bit) or trim knives, siding shears, or similar cutting or shearing tools, patent miter boxes or any other tools and equipment normally furnished by the Employer, to the Employer for whom employed. Employees may rent any automobile, pickup truck or other transportation and welding machines to the Employer for whom they are employed if mutually agreed to by both the Employee and Employer at a local market rate.
- d. Employees reporting for work shall have tools in proper shape, but any filing or sharpening of the tools thereafter shall be done on the Employer's time and at the expense of the Employer
- e. Each Employer shall furnish warm and adequate shelter for the use of the Employees with sufficient room to store tools, dry clothes and eat lunches. Employer agrees that while such tools and clothing are in the Employers custody the Employer will provide for replacement to cover the full value of such tools, which may be lost or damaged because of fire, flood, theft or vandalous acts. Such replacement shall be made within seven (7) days of the loss or with issue of a terminating Employee's final check, whichever occurs first.
- f. A Employee who is laid off shall have adequate time within the hours of the working day in which to pick up, collect, and pack tools and equipment.
- g. It shall not be considered a violation of this Agreement where Employees refuse to work with unsafe equipment or work under unsafe conditions. The State of Alaska Occupational Safety and Health Standards (AOSHA) and/or Mine Safety and Health Administration (MSHA) shall apply on all jobs where Employees are employed.
- h. The Employers shall furnish and/or replace all required safety equipment on the job site such as hard hats, welding gloves, welding hoods, respirators, safety goggles and special type of footwear that may be needed by the Employee in performing their duties except for steel-toed shoes and cold weather clothing. Safety equipment shall be returned to the Employer, or at the termination of employment a reasonable cost for the same will be deducted from wages due.

Section 2. Foremen:

- a. There shall be no desire on the part of the Union to select the Employer's Foremen.

- b. Whenever three (3) or more Carpenters are employed on a job, a qualified Employee will be designated Foreman by the Employer and receive Foreman pay. In the event that none of those Carpenters employed on the job are qualified for such designation, the Union will either make such a qualified Employee available or agree that the Foreman ratio may be revised on that job. A Foreman shall not supervise more than ten (10) Carpenters.
- c. To prevent duplication and confusion of orders, a worker at no time shall be directly responsible to more than one Foreman or General Foreman.
- d. A General Foreman or Superintendent who is a member of the Carpenters Union shall be authorized to supervise up to and including ten (10) carpenters without being required to appoint a foreman.

Section 3. Termination:

- a. The Employer shall furnish each man discharged a termination slip showing the actual reason for termination.
- b. For the purpose of this contract, "cause" as related to discharge for cause, shall include, but is not limited to: incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, being under the influence of alcohol or drugs, violation of acknowledged Employers policy, failing to have tools in sharp and proper working order, unsafe work practices, and violation of owners' rules imposed upon the Employer; it being understood that such rules shall be posted for the benefit of the Employees. Discharge slips shall contain the specific reason for discharge. A copy of the discharge slip shall be provided to the discharged Employee immediately, and copy shall be mailed, faxed or carried to the Union office immediately by the Employer. Persons discharged and designated in writing as "ineligible for rehire" shall not be dispatched to the Employer on any subsequent open call.

Section 4. Pay Day:

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

Section 5. 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 US mail or other place mutually agreed to within the time frames allowed in the above paragraph.

Section 6. Payroll Week:

For the purposes of pay, a payroll week is further defined as beginning at 12:01 a.m. Sunday. 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 7. Itemize Deductions on Paycheck:

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

**ARTICLE ELEVEN
MISCELLANEOUS CONDITIONS**

Section 1. Employer Required Physicals:

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

Section 2. Background Check:

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

Section 3. Lost-Time and Accidents:

- a. Employees shall immediately, honestly and accurately report all on the job injuries to the Employer in accordance with the Employer's policies. Any violation of this requirement is cause for discharge and will be reported to the Union for disciplinary action.

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

Section 4. Injured Person to Get Priority for Rehire:

An Employee who is required to leave employment because of job-connected injuries shall, upon recovery there from, be given priority of hire by former Employer when that Employer needs a worker or workers in the injured Employee's classification, provided such injured Employee:

- a. Has a doctor's release.
- b. Upon recovery, must take the first available job for which they are qualified.

Section 5. Change in Policy:

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

Section 6. Absenteeism:

The Union agrees that it will actively combat absenteeism and other practices which may hamper the Employer's operation, and that it will support the Employers in their effort to eliminate waste and inefficiency, to improve the quality of workmanship and to promote goodwill between the Employer and the Employees.

Section 7. Pre-Job Conference:

For the purpose of allowing a job to run more smoothly, both parties agree to the desirability of a pre-job conference. When a pre-job conference is planned for any project the Union shall be notified and invited to attend such conference.

Section 8. Jurisdictional Flexibility and Intercraft Transfer:

The parties agree that:

- a. For jobs or tasks for a short duration that occur on an intermittent or one-shot basis, the Employer may assign an Employee from one craft to perform the work of another craft.
- b. For jobs or task of short duration that may occur on a more regular or predictable basis, the Employer shall consult with the involved Union before assigning

Employees from one craft to do the work of another craft. It is understood that such intercraft transfers do not constitute jurisdictional work assignments and may not be used as a basis for establishing craft jurisdictional claims by any Union and/or Trust. It is further understood that either may call a labor/management meeting to discuss this Article to improve its applications or to resolve any misunderstandings associated with its use.

- c. When Employees from one craft do the work of another craft for at least two (2) hours, they will be paid at the higher rate the classification calls for while performing such work.

Section 9. Request by Authorized Union Representative

When requested by an authorized Union representative, the Employer shall make available the names and classifications of the Employees under the jurisdiction of the Union.

Section 10. Request for Information and Reports

The Administrators of the various joint AGC/Labor managed Trusts, Plans and/or Funds shall provide the condition of those Trusts, Plans and/or Funds annually to AGC and ARCC. In addition, the Administrator shall provide AGC and ARCC the actuarial report on the Southern Alaska Carpenters Retirement Plan (Defined Benefit) upon written request, contingent on approval by the respective Board of Trustees.

ARTICLE TWELVE UNION REPRESENTATION

Section 1. Admission to Job:

The authorized representative of the Union signatory to this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions existing on the job. They 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 Employer will cooperate with the Union officials in this regard as far as regulations will permit.

Section 2. Job Steward:

- a. There may be one Steward employed on a job when carpenter work is being performed. The Steward shall be a working journeyman appointed by the Business Representative of the Union from Employees on the job.
- b. In no event shall an Employer discriminate against the Steward or discharge the Steward for activities on or off the job on behalf of the Union. The Steward is subject to the same rules as any other Employee. However, in case of reduction in

force between comparable qualified carpenters, the Steward shall be retained. The Employer shall notify the Business Agent twenty-four hours before termination of a duly authorized Job Steward, Sundays and Holidays exempted, and shall give the Business Agent the reasons for the contemplated termination.

- c. Stewards shall be allowed time during the workday to conduct such Union duties that cannot be handled at other times. These duties shall be limited to, taking a weekly report of all carpenters employed, checking newly dispatched carpenters, caring for the tools and effects of any injured carpenters, caring for the injured in the absence of an authorized first aid man, notifying the Business Representative of injuries, and transmitting to the Business Representative all complaints and grievances emanating from the job.

ARTICLE THIRTEEN SUBSISTENCE AND QUARTERS

Section 1. Employer Provided Camp or Suitable Accommodations:

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

Section 2. Per Diem:

Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging may be paid at the basic rate of \$75.00 per day or part thereof, from the date of hire to the date of termination on a six (6) or seven (7) day work week or mutually agreed to by Employer and Union when the worker is employed on the project. Per Diem shall not be allowed on projects West of Livengood on the Elliot Highway, at Mile 0 on the Dalton Highway to the North Slope of Alaska, North of Mile 20 on the Taylor Highway, East of Chicken, Alaska on the Top of the World Highway and South of Tetlin Junction to the Alaska-Canadian Border.

For purposes of this Article, the term “domiciled resident”, means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the Employer provides sufficient evidence to convince the State of Alaska Department of Labor and Workforce Development that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled

resident,” the Employer shall not be required to provide meals and lodging or pay per diem.

Section 3. Remote Area 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 State of Alaska for a period of twelve (12) months, and in the local area for a period of twelve (12) months prior to the bid award. The Term “local area” shall be defined as within 65 road miles of the mid point of the project. 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.

Section 4. Sanitation:

The Employer agrees to furnish and maintain in reasonable sanitary condition the facilities and services required as specified by State regulations..

Section 5. Board and Lodging for Injured Employees:

The Employers agree to furnish, without charge board and lodging to those Employees who through no fault of their own are unable to work or who sustain job-connected injuries not serious enough to require hospitalization, but which render an Employee unable to work, for each day of inability to work, but in no event shall this period exceed seven (7) days.

If the question arises as to a worker’s ability to return to work, it shall be settled by a report of licensed medical authority whose decision shall be final and controlling.

Section 6. Remote Sites

When workers are in remote areas, the Employer shall make reasonable efforts to facilitate the conduct of reasonable and necessary personal business outside of working hours.

**ARTICLE FOURTEEN
TRANSPORTATION, TRAVEL EXPENSE AND TRAVEL TIME**

Section 1. Transportation To The Site:

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

Section 2. Transportation from the Site:

At the termination of the contract, project, or season the Employer will pay for transportation, actual expenses of board and lodging while en route to the point of hire. If the Employee quits or has been discharged for drunkenness, drug abuse, violation of acknowledged employers company policy or violation of owner's rules imposed upon the Employer, the above provision does not apply.

All Employees who are requested by name shall be entitled to return transportation to the point of hire regardless of the reason for termination, unless terminated for drunkenness, drug abuse, violation of acknowledged employers company policies or violation of owner's rules imposed upon the Employer. Employer furnished transportation to the point of hire shall be provided all persons required to leave the job for medical reasons sufficient to require extended medical care or hospitalization.

The Employers will make an earnest effort to avoid the necessity of Employees waiting for transportation to or from the jobsite. 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 3. 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 1/2 hour to transport persons, either to or from the pickup point. In that event, round-trip travel time exceeding one (1) hour shall be considered as time worked and compensation computed on the basis of the travel time consumed, going from and returning to the point of pickup. When furnished, transportation from pickup point to work site and the return from work site to pickup point shall be by the most expeditious route and means possible; such transportation shall be safe and lawful and the persons shall be seated in reasonable comfort and protected from the elements.

Section 4. Death and Return of Deceased:

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

**ARTICLE FIFTEEN
TRANSPORTATION OF TOOLS AND PERSONAL EFFECTS**

Section 1. Transportation of Tools:

Transportation costs for Employer required tools from point of hire to the jobsite and return shall be borne by the Employer. Personal effects shall be transported at no expense to the Employee up to the maximum allowed as baggage by a common commercial carrier. When an Employee is returning to point of hire, personal effects and tools shall be assigned on the same carrier as used by the Employee, or the Employee shall receive standby time at the rate of eight (8) hours per day at the straight time rate until personal effects and/or tools arrive at the point of hire, unless the delay is through no fault of the Employer. The Union and the Employer may arrive at an equitable settlement in lieu of further standby time in the event they are lost en route.

NOTE: When an Employee voluntarily terminates and the Employer is unable to arrange for personal effects and tools to be assigned to the same carrier, the Employer shall have twenty-four (24) hours from time of termination before the above goes into effect.

The Employer shall reimburse the employee for the full prior agreed value of Employer required tools lost while in the care, custody, or control of an air carrier while an Employee is traveling pursuant to this Section.

Section 2. Personal Effects:

The Employer also will be responsible in case of fire or flood for all the personal effects of Employees in an amount not to exceed \$1,500.00 each in all Employers' camps or in camps arranged for by the Employer other than those camps owned or operated by the Government.

**ARTICLE SIXTEEN
FIRST AID/CPR, SAFETY AND TRAINING**

Safety, First Aid and Sanitation shall conform to the minimums provided by Federal, State and Municipal statutes, codes and regulations.

- a. All foremen shall be required to have a current First Aid/CPR Card. All Employees, especially stewards, are encouraged to have a current First Aid/CPR Card.

1. Effective January 1, 2009 in addition to the First Aid/CPR Card all foremen shall be required to have a current OSHA 10 Certification. All Employees, especially stewards, in addition to the First Aid/CPR Card are encouraged to have a current OSHA 10 Certification.
- b. An attendant other than the driver shall accompany workers whose injuries require the use of a stretcher to the hospital.
- c. Immediate transportation must be provided for seriously ill or injured Employees and such transportation must have precedence over all other transportation under the control of the firm or party upon whose operation the accident occurs (such transportation to be the most convenient point where the ill or injured Employee can receive recognized medical attention).

ARTICLE SEVENTEEN MANAGEMENT RIGHTS

Section 1. Employer Discretionary and Decision Making Rights.

The Employer retains all discretionary and decision-making rights not specifically limited by the terms of this Agreement. These rights include, but are not limited to, the following: directing the jobsite work force, including hiring of personnel; selection of all supervisory Employees; promotions, transfers, layoffs, discharge of Employees for just cause; selecting material and equipment to be used or installed; utilizing any work methods, procedures, techniques of construction or labor-saving devices or machines; establishing jobsite rules and regulations; determining when overtime work is required and who shall perform overtime work; designation of work to be sub-contracted; selection of all sub-contractors; and determining the number of workers and craft supervisory personnel required to perform the work. The Employer shall be the sole judge of an Employee's ability, competence and performance.

Section 2. Employer Assignment of Work.

Where more than one craft lists a classification of work in its collective bargaining agreement with the Employer, it shall be the exclusive right of the Employer to assign such work to any one or any combination of unions. The intent of this clause is to allow the Employer to assign work to a craft in the event of overlapping jurisdictions while avoiding potential liabilities to multiple crafts' trusts'.

**ARTICLE EIGHTEEN
SPECIAL CONDITIONS**

In order to preserve work for the union members and make the Employers who become signatory to this Agreement more competitive on all projects or on specific projects or on projects in a locality, the Local Unions signatory to this Agreement under whose jurisdiction the work falls, and the Employers doing business in the locality or on the project affected by the special condition, may mutually agree to put into effect special wages and conditions for specific localities or projects for a specific period of time.

**ARTICLE NINETEEN
WAGES, FRINGE BENEFITS, AND FEDERAL DAVIS-BACON PROJECTS**

Section 1. Wages

The wage rates shall apply to all work under the jurisdiction of Northern Carpenters Local 1243, Southern Carpenters Local 1281, Southeast Carpenters Local 2247 and Piledrivers local 2520 performed either by Journeymen or Apprentices in all areas of the State of Alaska.

Northern Carpenters Local 1243	09/01/2008
Journeyman/Lather/Drywall Applicator	\$33.30
Southern Carpenters Local 1281	
Journeyman/Lather/Acoustical	\$33.30
Southeast Carpenters Local 2247	
Journeyman/Lather/Acoustical	\$33.30
Piledrivers Journeyman Local 2520	
Assistant Tender, Piledriver, Rigger, Skiff Operator:	\$32.30
Framer/Piledriver Carpenter, Sheet Stabber	\$33.30
Piledriver-Welder	\$34.30
Toxic Worker	\$1.00 over scale
Divers Local 2520	
Assistant Dive Tender	\$32.30
Diver (Working)	\$74.68
Diver (Standby)	\$37.34
Dive Tender	\$36.34

Effective September 1, 2009 the Northern Carpenters will receive an increase of \$1.73. The Southern, Southeast Carpenters and Piledrivers will receive an increase of \$2.03. The increases are to be distributed between wages and fringe benefits.

Effective September 1, 2010 the Northern Carpenters will receive an increase of \$1.44. The Southern, Southeast Carpenters and Piledrivers will receive an increase of \$1.76. The increases are to be distributed between wages and fringe benefits.

Piledriver Toxic Pay

Toxic materials are defined as creosote, pentachlorophenol or chemonite treated material. Any new recognized toxic treatments listed in the State of Alaska Construction Safety Code will be subject to toxic pay.

Piledriver Cell Work

Piledrivers who are working in sheet pile cells below waterline shall receive an additional fifty (\$0.50) cents per hour as hazard pay. Cell work extending over a period of not in excess of four (4) hours shall be paid for on the basis of one-half shift. Any work in excess of four (4) hours shall be paid for on the basis of a full shift.

Certified Welders

All welders will carry current a current American Welding Society, SMAW 6G, Code D1.1 (2002), joint designation B-U2a, paid for out of the Joint Apprenticeship and Training Fund. In the event a Employer needs a D1.5 welder, the Training Center will be given ample time to Certify Welders according to the American Welding Society, SMAW 3G and 4G, Code D1.5 (2002), joint designation BN-U2a, paid for out to the Joint Apprenticeship and Training Fund.

The Employer will pay for any additional certifications, When the Employer requires a welding test, and the Employee shall be paid upon successful completion of the test for testing time. For a 3/8" plate test, the welder shall be paid two (2) hours per successful x-rayed test plate. For a 1" plate test the welder shall be paid for (4) hours per successful x-rayed test plate. For a 6G-pipe test the welder shall be paid for (4) hours per successful x-rayed pipe test. Certifications must be shown at the time of dispatch and at the jobsite to Employer's Representative.

Employees whose regular duties are as welders, shall have their necessary protective safety gear maintained by the Employer. Upon signing up on a job or project, the condition of the Employee's gear will be noted and jointly agreed to in writing by the individual Employee and Employer. Protective safety gear includes, but not limited to replacement of standard welding hoods.

NOTE: 1) Labor and Management Representatives will meet prior to the annual increase to evaluate the proposed distribution for wages and fringes.

- 2) **The Union, upon confirmation in writing from the trust that there is a valid need may reallocate any part of the Define Contribution to any of the plans or trust funds mentioned in this Agreement to keep the plan/trust fund healthy. Not less than thirty (30) days notice in writing shall be given by the Union to AGC and Employers.**

Section 2. Carpenter and Piledriver Foreman/General Foreman/Working Foreman

GENERAL FOREMAN: 25% above Journeymen Carpenters Rate.

FOREMAN: 15% above Journeymen Carpenters Rate.

WORKING FOREMAN: 12-1/2% above Journeymen Carpenters Rate.

Section 3. Diver Foreman and General Diving Foreman

- a. If used the Diving Foreman shall receive twelve and one half (12 and ½) percent above the Standby Diver Scale.
- b. If used the General Diving Foreman shall receive twenty-five (25%) percent above the Standby Diver Scale.

Section 4. Apprentices:

- a. Northern Carpenters Local 1243 Apprentices shall be paid at the following rates of wages and fringes.

<u>Level</u>	<u>Hours</u>	<u>%</u>	<u>Wage</u>	<u>Other</u>	<u>PEN DC</u>	<u>PEN DB</u>	<u>H&W</u>	<u>TNG</u>	<u>CIPF</u>	<u>CAF</u>	<u>TOTAL</u>
I	0001-0875	60	\$19.98	\$0.25	\$6.20	\$0.00	\$6.90	\$4.50	\$0.10	\$0.05	\$37.98
II	0876-1750	65	\$21.65	\$0.25	\$6.20	\$0.00	\$6.90	\$4.50	\$0.10	\$0.05	\$39.65
III	1751-2625	70	\$23.31	\$0.25	\$7.20	\$0.00	\$6.90	\$3.50	\$0.10	\$0.05	\$41.31
IV	2626-3500	75	\$24.98	\$0.25	\$7.20	\$0.00	\$6.90	\$3.50	\$0.10	\$0.05	\$42.98
V	3501-4375	80	\$26.64	\$0.25	\$8.20	\$0.00	\$6.90	\$2.50	\$0.10	\$0.05	\$44.64
VI	4376-5250	85	\$28.31	\$0.25	\$8.20	\$0.00	\$6.90	\$2.50	\$0.10	\$0.05	\$46.31
VII	5251-6125	90	\$29.97	\$0.25	\$9.20	\$0.00	\$6.90	\$1.50	\$0.10	\$0.05	\$47.97
VIII	6125-7000	95	\$31.64	\$0.25	\$9.20	\$0.00	\$6.90	\$1.50	\$0.10	\$0.05	\$49.64

- b. Southern Carpenters Local 1281 and Southeast Carpenters Local 2247 Apprentices shall be paid at the following rates of wages and fringes.

<u>Level</u>	<u>Hours</u>	<u>%</u>	<u>Wage</u>	<u>Other</u>	<u>PEN DC</u>	<u>PEN DB</u>	<u>H&W</u>	<u>TNG</u>	<u>CIPF</u>	<u>CAF</u>	<u>TOTAL</u>
I	0001-0875	60	\$19.98	\$0.25	\$0.40	\$5.18	\$6.90	\$4.50	\$0.10	\$0.05	\$37.36
II	0876-1750	65	\$21.65	\$0.25	\$0.40	\$5.18	\$6.90	\$4.50	\$0.10	\$0.05	\$39.03
III	1751-2625	70	\$23.31	\$0.25	\$1.40	\$5.18	\$6.90	\$3.50	\$0.10	\$0.05	\$40.69
IV	2626-3500	75	\$24.98	\$0.25	\$1.40	\$5.18	\$6.90	\$3.50	\$0.10	\$0.05	\$42.36

be remitted by the Employer to Alaska Carpenters Trust Funds, Anchorage, Alaska, to fund the AGC/Piledrivers Joint Apprenticeship and Divers Training Program. See Article Nineteen, Section 4(c) for Apprentice Contribution rate. Said contributions shall not be included in wages or computation of overtime.

Section 9. Construction Industry Progress Fund (CIPF)

Effective September 1, 2004, the Employers agree to remit ten (\$0.10) cents per hour for each Employee to go the Construction Industry Progress Fund. The ten (\$0.10) cents per hour shall go towards promoting and supporting stability, long term construction programs and adequate funding for public works projects on the state and local government level, to assure minimal governmental interference in free enterprises through the regulatory process, to support secondary and post-secondary vocational programs to create a competitive educated workforce, and to cooperate with AGC Safety, Inc., in their 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.

Section 10. Alaska Carpenters Advancement Fund (Northern, Southern and Southeast Carpenters Locals 1243, 1281 and 2247, Piledrivers and Divers Local 2520)

Effective September 1, 2008, the Employers shall remit five (\$0.05) cents per hour to go to the Alaska Carpenters Advancement Fund for advancement of the Alaska Construction Industry. The five (\$0.05) cents per hour shall go towards promoting and supporting the trade, awareness of the benefits of the construction industry, support for projects providing employment for the membership, and other endeavors deemed beneficial to the trade. The deductions will continue without interruption and will be forwarded to the Union's agent, Alaska Carpenters Trust Funds, by the Employer. Said contribution shall not be included in wages or computation of overtime.

Section 11. Contributions to Trusts

Health and Security, Pension and Apprenticeship and Training Fund contributions shall be due and payable monthly on a day determined by the Trust. (Date may be changed by obtaining prior consent from the Trustees and notification to the Union by the Trustees.) If the Employer fails to make timely payment, said Employer shall be subject to penalties prescribed in each of the trust documents. Should it become necessary for the Trustees to take legal action to enforce the payment of contributions from a delinquent Employer, the Employer shall be liable for all court costs and reasonable attorney's fees.

Section 12. Delinquent Contributions to Trusts

If the Employer has failed to pay contributions to the retirement, defined contribution, or health trusts for a period of two months, or if an Employer is delinquent for the second time for a period of at least one month within a twelve (12) month period of their first

delinquency, then the Union may strike the Employer, in addition the Union shall not dispatch workmen to that Employer, and the Union shall notify all prime contractors employing the identified delinquent Employer. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the posting of a bond or other security, the making of weekly contributions, or any combination of the above, then the Administrator may advise the Union that work persons may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent then the Employer shall pay the total cost of the audit. The Employer will cooperate fully in the audit and during the audit no work persons shall be dispatched to the job.

Section 13. Dues Check-off

The Employers agree to deduct from the wages of each employee a percentage of the employee's gross weekly earnings as approved by the Alaska Regional Council of Carpenters, provided the employee has executed a written assignment calling for such deduction. If an Employer transfers an employee to a subsidiary and/or sister company, or if an employee is transferred by the Employer, it is agreed that for purposes of Union dues and/or assessments, the employee need not execute a new written assignment calling for such deduction. Consequently, the deductions will continue without interruption and will be forwarded to the Union by the Employer who is then paying the employee. Such deductions shall be transmitted to the Union monthly on a day determined by the Trust. The Union shall supply appropriate transmittal forms to each Employer.

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

Section 14. Davis-Bacon Projects

Notwithstanding any other provision in this Agreement, 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 3/23/41 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 (if any) set forth in said public award shall apply for the period determined under the aforementioned laws.

ARTICLE TWENTY DIVING SECTION

Section 1. Territory

This Agreement shall cover the work more specifically defined herein as within diving classifications and located within the area of the jurisdiction of the Piledrivers, Bridge, Dock Builders and Divers Local Union No. 2520. This area shall include the entire State of Alaska, including all offshore waters and waters of the Continental shelf seaward of the boundaries of the State of Alaska. It will also include all inland waters, rivers, and lakes, natural and/or man-made, within the boundaries of the State of Alaska.

It is understood further that by the above listing, the jurisdiction of the Union over diving work is not thereby limited to that area. The Union claims jurisdiction over diving in certain areas beyond that covered by this Agreement i.e., oceanographic and/or research vessels, seismographic and/or other vessels either temporarily or permanently based and operated out of ports in the State of Alaska, engaged in petroleum research, offshore mining, fisheries research, and all other types of oceanographic and marine research and/or experimental work requiring the use of divers. This also pertains to any sort of bell diving using deck decompression chambers with submersible diving chambers.

Section 2. Work Claimed

The following work is claimed by the Union: submarine diving in all its branches and phases, such as the salvaging of all ships, vessels and barges, etc.; the underwater repair, removing, dismantling, demolition, burning and welding in all marine salvage operations; all underwater construction and reconstruction, and the salvage of and removing of underwater structures; underwater inspections and repairs of hulls, docks, bridges, and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills, and desalination plants; inspecting, surveying, removing, rescuing and recovering of all objects below water surface; all underwater work necessary on offshore oil platforms, permanent or temporary, including all floating drill rigs and jack-up platforms; all underwater well completions; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power or communication cables; marine mining and dredging operations using divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries, oceanographic, research and experimental work where the use of divers is necessary; all underwater demolition and blasting work requiring the use of divers; the operation of remotely operated vehicles, single atmosphere diving suits, one atmosphere bells and self-propelled manned submersibles. The term underwater structures shall include beached or sunken vessels and other marine equipment.

The Employer shall be the judge in deeming where diving is necessary.

Section 3. Diving Crews

- a. A diving crew shall consist of not less than three workers, Diver, Tender and Assistant Tender, when working at a depth of 30 feet or less and in water where there is no strong current. When working in strong currents or at a depth greater than 30 feet the Diving crew shall consist of not less than four workers, Diver, Tender and Standby Diver and Tender.

The Diver shall be considered as working in a strong current if at any time during the dive, the current prevents the Diver from moving freely or forces the Diver to hang on, or tie himself to any object to complete the work. The Diver in charge and Employer shall man the job with such additional divers and tenders and equipment as may be required to assure the safety of the working diver.

If the job is of such nature, an Assistant Tender shall be employed when deemed necessary by the Employer, the Diver and Union Representative. Workers from other crafts will not aid the diving crew in place of an Assistant Tender. The use of an Assistant Tender may be omitted, when it is mutually agreed between the Employer, Union, and the Diver involved. The Standby Diver shall be completely dressed in prior to dive but may take off helmet and weigh belt only.

When working on structures, pipelines or exploratory rigs in Cook Inlet, the diving crew shall consist of no less than six workers, two divers, two tenders and two assistant tenders. Work on vessels and docks in Cook Inlet may be an exception, with a four person crew being allowed upon mutual agreement of the Diver and Employer.

- b. Assistant Tenders: When Assistant Tenders are with divers and tenders, they must at all times be with the Diver and Tender when the Diver is in the water, dressing, undressing, or decompressing; during which time, they shall be under the sole direction of the Diver and their Tender.
- c. An exception to paragraph (b): When divers are engaged in construction or maintenance work where there is a crew of Piledrivers Riggers working, the Assistant Tenders may, at the discretion of the Employer, be taken from the regular Piledriver rigging crew and assigned to the divers and tenders for a period of time that divers are on the job. However, the person assigned in this case as Assistant Tender must meet the approval of the divers and must be taken only from the Piledrivers Rigging Crew, and be qualified as Assistant Tenders. When Piledriver riggers are taken from a rigging crew to act as Assistant Tenders, it is understood and agreed that they are relieved of their duties with the rigging crew until such time as the divers have completed their required work.

During this time, Assistant Tenders will not operate air tuggers or perform any rigging or other work that takes them away from their immediate duties of

assisting the Diver and their Tender. The Assistant Tender or Assistant Tenders shall then be returned to their regular duties in the rigging crew. Assistant Tender or Tenders, when required, must accompany the Diver and Tender to the job location when Piledriver Riggers are not employed.

- d. Divers may designate their own Tenders with preference to qualified applicants from the hiring hall list.
- e. Qualified Diver. A qualified Diver shall be a person, medically fit and thoroughly trained and experienced in the art of industrial diving, possessing the special mechanical skills and technical knowledge required to safely perform the underwater tasks assigned.
- f. Qualified Tender. A Diver's Tender who shall be familiar with air decompression tables, treatment tables and other U.S. Navy diving tables, one that has had training and be able to demonstrate treatment in accordance with the U.S. Navy treatment tables, use the proper tables and administer first aid.
- g. Standby Diver. A qualified Diver, adequately equipped, standing by, ready to enter the water immediately.
- h. Assistant Tender. An Assistant Tenders qualifications shall be acceptable to the Diver and Tender.

Section 4. Diving Crews on Job, Duties and Working Rules

- a. When a worker is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the regularly established shift shall be paid for at the applicable overtime rate, time and one-half or double time as the case may be. No worker shall return to a straight time pay basis under these circumstances until they have had eight (8) consecutive hours off.
- b. A Tender shall not tend more than one Diver simultaneously, except in emergency.
- c. The Diver's Tender must remain on the job during the entire decompression period.
- d. No member of a diving crew shall be permitted to receive compensation on a piece work basis.
- e. It is agreed that there shall be no contract diving unless the contracting Diver shall furnish all diving gear, tenders, and insurance required, and they are also required to comply with all the requirements, conditions and intents of this Diving Section,

and requirements, conditions and intents of the Master Agreement between the Union and the Employer, of which this Section is a part.

Section 5. General Diving

- a. Upon initially reporting for work, each Diving Supervisor shall be provided a list of available medical Doctors in the area with thorough training in and knowledge of medical problems associated with underwater work and medicine. This list shall also be permanently posted at the work site.
- b. Emergency Air. A Diver shall have a "Bail Out" tank on while diving.
- c. A Diving Contractor requiring a physical examination of Divers or Tenders shall pay the cost of the examination. It is understood and agreed that the medical exam will be at the expense of the Diving Contractor and that the Diver or Tender will receive a copy of the doctor's report.
- d. The Diving Contractor and the Union agree that the intent of this Agreement is that only qualified Journeymen will be employed.

Section 6. Decompression

- a. In the event the Diver is stricken with bends within 24 hours after their shift is completed, all transportation costs to a chamber for treatment and necessary attendance will be borne by the Employer.
- b. Decompression treatment for use in treating any diving accident or disease shall be according to current methods and procedures of the Undersea and Hyperbaric Medical Society, U.S. Navy treatment tables, or a recognized Diving Physician.

Section 7. Diving Safety

When a Diver is being tended from an oil platform or when any part of a diving crew is lowered from a platform, a manned standby safety boat must be immediately available.

Section 8. Decompression Chamber Required

- a. An approved decompression chamber shall be at the diving site whenever planned dives will exceed 100 ft. or the "no decompression" limits as specified by the U.S. Navy Standard Air Decompression Tables or the 60 ft. depth, if live-boating or in Cook Inlet.
- b. A single lock transfer chamber shall be approved for transfer of a stricken victim only.
- c. Flowcharts for Treatment Tables, Decompression Tables, and the nearest medical help will be immediately available at the jobsite.

- d. All valves, which can be controlled from within the chamber, shall have overriding valves installed, which are operated from outside the chamber. All valves will be identified as to their function.
- e. Oxygen fittings shall be installed on the chamber and hose and mask shall be kept inside the chamber. The equipment shall have the capability of supporting two Divers or more as required.
- f. Sight windows shall be installed in the wall of the chamber. Means of communication shall be set up between the inside and outside of the chamber.
- g. Chamber Air Supply. An adequate approved method of supplying air shall be readily available for the immediate operation of the chamber. When a chamber is required, it shall be under pressure and ready for immediate use during all diving operations.

Section 9. Air Decompression Tables

- a. Divers shall be guided by the latest available U.S. Navy Standard Air Decompression Tables and other appropriate diving tables, for decompression.
- b. Copies of the appropriate U.S. Navy table shall be available at the job site.
- c. Only one optimum dive within a 12 hour period will be permitted. Optimum time shall be defined as being in the "0" repetitive group, using the latest edition of the U.S. Navy diving tables.

Section 10. Warnings

- a. In navigable waters of the U.S., flags and lights shall be displayed in accordance with the requirements outlined in "Rules of the Road" Published by the U.S. Coast Guard. A traditional 'Diver's Flag" should be displayed at the diving locations, in addition to others required, where power boats may be expected to enter the area. A traditional 'Divers Flag" is identified as a white transverse stripe on a rectangular red field.
- b. Protection of Diving Area. If necessary, buoys should be anchored around the work area and the area roped off so as to keep unauthorized surface craft out of the immediate vicinity.

Section 11. Divers Wage

- a. The Diver shall receive a minimum of eight hours pay for any day, or part thereof at the appropriate rate regardless of the type of work performed or assigned by the Employer and coming within the jurisdiction of Local Union 2520.

- b. The standby rate applies only when no dive is made within the 8-hour shift. When a dive is made, the Diver shall receive double the standby rate regardless of how many times the Diver comes to the surface. This is the "wet" pay rate. The dive shall constitute eight hours minimum.
- 1) The Standby Diver shall receive piledrivers scale plus 12 and ½ percent plus one (\$1.00) dollar per hour.
 - 2) If used the Diving Foreman shall received 12 and ½ percent above the Standby Diver scale.
 - 3) If used the General Diving Foreman shall receive 25 percent above the Standby Diver scale.
- c. Any time the Diver spends within a decompression chamber after the regular shift shall be paid for at the same rate as diving.
- d. When a diving crew has a work or standby day offshore, such as when confined on a platform or vessel, there is a minimum of 12 hours per day pay at the applicable rates. For onshore standby there is a minimum of 8 hours per day pay at the applicable rates.
- e. Cook Inlet Tide Work.
Cook Inlet tide work is a special situation. The diving crew will be paid minimums of 12 hours for working one or two tides, 16 hours for working three tides and 24 hours for working four tides, with a 12 hour per day minimum for work or standby offshore. An exception to this is that when a crew is based onshore an 8 hour minimum for working one tide or standing by is acceptable. All hours worked after 8 hours, or time worked on Saturdays, on Sundays, and on Holidays, shall be at the applicable rate of overtime. The diving crew must have 8 hours offshift before they return to a straight time rate.
- f. Computing Divers "Wet" Pay For Cook Inlet
For Cook Inlet tide work a Diver will receive 8 hours "wet" pay at the straight time rate for a dive in either or both the first and/or second tide of a shift. If they dive the third or forth tide only, they will get 8 hours "wet" pay at the overtime rate. If they dive either or both the first and/or second tides and either the third or forth tides, they gets 8 hours straight time and 8 hours overtime at the "wet" rate. Diving 4 tides is 24 hours of "wet" pay, 8 hours Straight time and 16 hours overtime. Saturdays, Sundays and Holidays shall be at the applicable rate of overtime.

Section 12. Depth and Premium Money

- a. When it is necessary for a Diver to descend below the surface of the water, a premium, according to the following schedule, shall be paid in addition to the regular base day's pay as determined in Section 11.

<u>Depth Below</u> <u>Water Surface</u>	<u>Amount of Premium</u> <u>Per Foot</u>
50 ft. to 100 ft.	\$1.00
101 ft. to 200 ft.	\$2.00

For dives in excess of 200 feet, the Diver shall have the right to negotiate their own rate, but in no case shall the rate be lower than the 200 foot rate.

Depth shall be determined from surface to the actual depth reached.

- b. When divers are required to work the full optimum time underwater, one dive per shift shall constitute a full shift. Any dive past the optimum time shall be paid at the overtime rate. If a special condition exists after a Diver has completed their shift on the bottom at the optimum time and they are required to make another dive and expose themselves beyond the optimum time limits, it shall be considered another shift and they shall be paid for this time at the applicable overtime rate. Depth money shall be paid for at the regular depth pay rate.
- c. When it is necessary for divers to enter pipes or tunnels or other enclosures where there is no vertical ascent, a premium, according to the following schedule, shall be paid, in addition to the day's pay and depth money.

<u>Distance Traveled From Entrance</u>	<u>Amount of Premium Per Day</u>
5 ft. to 50 ft.	\$1.00/ft/day
50 ft. to 100 ft.	\$2.00/ft/day
100 ft. to 150 ft.	\$3.00/ft/day

For distances in excess of 150 ft., the amount of premium paid per foot to the Diver shall be negotiable, but in no case shall the rate be lower than the 150 foot rate.

- d. An additional Diver shall be stationed at the underwater point of entry when diving is conducted in enclosed or physically confining spaces.
- e. For distances in excess of 150 ft., it will be necessary to have an additional air compressor for each 250 feet.
- f. In each of the above cases, a Standby Diver shall be dressed on deck.

- g. The Diver in charge and Employer shall man the job with such additional divers, tenders and assistant tenders and equipment as may be required to assure the safety of the worker.
- h. When it is necessary for a Diver to descend down through a vertical tube, there shall be sufficient amount of Diver's air supply hose to reach down through the tube and back to the surface, plus 25% in the event the Diver is unable to return through the tube due to strong tide or currents.
- i. Depth and distance pay is hereby established as per established shift and will be paid once for each 24 hour day.

Section 13. Tenders' Wage Scale

- a. Tenders shall receive the prevailing hourly wage rate for Piledriver plus 12 and ½ percent as per the Master Agreement, with a minimum of eight (8) hours per day.
- b. Assistant Tenders shall receive the prevailing hourly wage rate for Piledrivers, as per the Master Agreement with a minimum of eight (8) hours per day.
- c. When a Tender is required to undress the Diver and/or care for them in the decompression chamber under pressure, they shall receive wet pay for actual time at depth and depth pay for any depth beyond 50 feet.

Section 14. Helium-Oxygen Surface Diving With Wet Bell

- a. The minimum crew for helium-oxygen shall consist of seven workers. The crew shall include two (2) divers, two (2) tenders, two (2) assistant tenders and one (1) supervisor.
- b. When a Diver using helium-oxygen is in the water, a dressed in Standby Diver shall be on deck ready to dive.
- c. The equipment on hand shall be adequate to safely maintain two (2) divers simultaneously at the maximum diving depth.
- d. The gas manifold operator shall receive the diving foreman scale.

Section 15. Helium-Oxygen Surface Diving Depth Pay

Helium rates start at 200 feet, regular air rates apply up to 200 feet.

200 ft. to 250 ft .	\$3.00 premium per ft.
250 ft. to 300 ft .	\$4.00 premium per ft.

From 300 feet and down are to be subject to mutual agreement between the Diver and the Employer, but shall not be less than \$4.00 per foot per day.

Section 16. Bell Diving and Total Saturation Diving

a. Type of work covered

All underwater work and deck work in support of same, using a Bell System for Bounce or Total Saturation Diving or when a One Atmosphere Pressure System is to be utilized.

Specifically included but not limited to, the manning of all diving systems on all offshore exploration and drilling vessels, all underwater maintenance necessary on all offshore exploration and/or drilling vessels, and on all offshore platforms using any manned underwater diving system.

b. Working Rules and Conditions:

1) Bounce or Short Duration Diving.

Consists of a Diver going under pressure to a given depth, working a period of time consistent with current tables and then coming to the surface and decompressing. Minimum crew size per shift will be a total of seven workers.

1 - Diving Supervisor
1 - Manifold Operator
4 - Diver and Standby
1 - Systems Tenders

2) Saturation Diving. Consists of Divers living under pressure continuously until work task is complete and then decompressing at a saturation decompression profile.

It shall be permissible to saturate two (2) Divers to complete a work task that prohibits short duration diving with a minimum crew of nine (9) workers.

On saturation work, where more than two (2) Divers are required to be saturated, the minimum crew to maintain the operation around the clock will be fourteen (14) workers.

2 - Diving Supervisors
2 - Manifold Operators
4 - Divers
6 - Tenders

c. Wages

1) Offshore Standby and Maintenance.

The weekly rate for offshore standby and maintenance for the Diving Crew will be based on forty (40) hours straight time and forty-four (44) overtime hours.

- 2) Bell and Saturation Diving.
Daily compensation for the Divers shall be figured so as to pay a base of (24 X ST wet pay rate) plus \$ 1.00 per ft., per day. In the event of a second 24 hour period, the Divers shall be paid the base pay plus the depth pay for the greatest depth the Divers attain, diving or decompressing, during the period. The day starts and ends at midnight.
- 3) The Diving Supervisor shall receive General Diving Foreman scale with appropriate overtime rate. The diving supervisor shall receive wet pay at the appropriate rate while the divers are under pressure.
- 4) The Manifold Operator shall be paid Diving Foreman scale with appropriate overtime rate when a dive is in progress and for as long as the Divers are under pressure.

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

Dated this _____.

ASSOCIATED GENERAL CONTRACTORS OF ALASKA

John MacKinnon, Executive Director

ALASKA REGIONAL COUNCIL OF CARPENTERS

John Palmatier, Executive Secretary-Treasurer

**ASSOCIATED GENERAL CONTRACTORS
OF ALASKA**

**And
THE ALASKA REGIONAL COUNCIL OF CARPENTERS**

AND ITS AFFILIATED LOCAL UNIONS

JULY 1, 2008 – June 30, 2011

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