



# **INTERNATIONAL UNION OF OPERATING ENGINEERS**

## **LOCAL 302**

**ALASKA CONSTRUCTION AGREEMENT**

**April 1, 2020 – December 31, 2022**

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## **PREAMBLE**

THIS AGREEMENT between the Associated General Contractors of Alaska, Inc. (AGC of Alaska, Inc.), and the International Union of Operating Engineers, Local 302, (IUOE Local 302) within the legal boundaries of the State of Alaska is the principal Agreement between AGC of Alaska, Inc. and IUOE, Local 302, and the successor to all prior agreements between the AGC of Alaska, Inc., and the IUOE Local 302.

## **PURPOSES**

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

## **ARTICLE 1 PARTIES AND COVERAGE**

### **Section 1. Parties**

The term "Union" shall refer to the International Union of Operating Engineers, Local 302 (IUOE Local 302). The term Employer means any Employer who is or becomes signatory to this Agreement. The term "AGC of Alaska, Inc." shall refer to the Associated General Contractors of Alaska, Inc. For the purposes of this Agreement the AGC of Alaska, Inc. is a bargaining agent only for those Employers of which the Union is notified by the AGC of Alaska, Inc.

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

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

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

The provisions of this Agreement, including attached Schedule A agreed upon between the Employer and the appropriate Union(s), shall apply to all work identified in Article 1, Section 2. Provisions of national union agreements or specific project

agreements, which may conflict or differ, with the terms of this Agreement will take precedence. Where a subject is specifically covered by the provisions of this Agreement and is also covered by a Schedule A, the provisions of this Agreement shall prevail.

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

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

#### **Section 5. Favored Nations**

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

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

## **ARTICLE 2 HIRING OF EMPLOYEES**

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

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

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

Whenever the Employers require Employees, they shall notify the Union office either in writing, by email, facsimile, 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. The dispatched worker shall be put to work within seven (7) calendar days of the given start date. If not put to work, excluding Saturday's, Sundays, and holidays, the dispatched worker will be paid a minimum of two (2) hours per day beginning on the eighth (8<sup>th</sup>) day.

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

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

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

Any alleged violation of this Article may be the subject of a hearing under Appendix 1, Section 8. 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 and Operation of Hiring Hall**

The registration requirements and operation of the hiring hall shall be in Appendix 1. 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 and 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. Documented proof of residency must be provided to the Union by the individual. The Union will provide whatever documentation it has to the Employer upon request.
- b) **Discrimination:** Employers and the Union agree that there will be no discrimination in hiring or referral of operating engineers due to any status protected by local, state, or federal laws. When requested by an Employer, the Union shall dispatch to allow an Employer to comply with state or federal affirmative action requirements; any other local, state or federal law; or any reasonable contractual obligation imposed by an Owner.



## **Section 8. Posting Eligibility to Work**

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

## **ARTICLE 3 UNION SECURITY**

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

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

### **Section 2. 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 Union, provided the Employee has executed a written assignment calling for such a deduction. If an Employer transfers an Employee to a subsidiary and/or sister company, or if an Employee is transferred by the Employer to a joint venture that is formed by the Employer, it is agreed that for purposes of Union dues and/or assessments, the Employee need not execute a new written assignment calling for such deductions. Consequently, the deductions will continue without interruption and will be forwarded to the Union by the Employer who is then paying the Employee. Such deductions shall be transmitted to the Union within fifteen (15) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to each Employer by the Union. The Union shall notify the Employer of the amount to be deducted.

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

### **Section 3. Discrimination Forbidden**

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

## **Section 4. Job Steward**

One or more working stewards may be appointed by the Union from among its members working on the job that will represent the Union on the job. The Employer shall be informed of the names of the appointed stewards, in writing, and only such stewards will be accorded recognition by the Employer. The designated Union Representative shall be consulted by the Employer prior to a job steward's termination for cause as set forth in Article 21, Section 5. The job steward shall normally discuss grievances arising under this Agreement with the job supervisor and conduct other Union business during non-working hours. These duties shall include, but not be limited to, taking a weekly report of all members employed, checking newly dispatched Employees, caring for the tools and effects of any injured member, caring for the injured in the absence of an authorized first aid person, notifying the Union representative of injuries, and transmitting to the Union Representative all complaints and grievances emanating from the job. The job steward shall be the last working journeyman terminated provided they are qualified for the last work available on the job.

## **Section 5. Discipline**

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

# **ARTICLE 4 GRIEVANCE PROCEDURE**

## **Section 1. Grievance Procedure**

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

- a) The Employees shall report to their job steward, or such other business representative as may be designated by the Union, any grievance, complaint, or dispute that arises between the Employee and the Employer. The designated job steward or the business representative will attempt to immediately resolve the matter, between the parties on the job.
- b) Failing to agree, the designated job steward or business representative shall report the matter to the District Representative of the Union. The District Representative or their designee shall attempt to settle the matter with an Employer representative.
- c) Should the Union and the Employer have a dispute or complaint with the other party and if after conferring, a settlement is not reached within five (5) working days, the dispute shall proceed to Step d. in the same manner as an Employee complaint.
- d) In the event the matter cannot be adjusted by the method set forth above within five (5) working days, the Union will present the matter to the Executive Director of the AGC of Alaska, Inc. for adjustment and will reduce the matter to writing if requested.
- e) In the event the matter cannot be adjusted within four (4) working days from the date the grievance, complaint, or dispute is presented by the Union representative

to the Executive Director of the AGC of Alaska, Inc., the Union may take the dispute to arbitration as outlined in Section 2 of this Article.

- f) Any dispute that arises between the Employees and the Employer or any complaint or grievance on the part of both or one shall be submitted to the local Union within thirty (30) days of the known date of violation or when Employee could have reasonably become aware of the violation to be eligible to receive the assistance of the local Union.
- g) Times set forth by this Article may be extended by mutual agreement between the parties.
- h) Failure of the Union or the Employer to process a grievance in the time frame stipulated shall constitute abandonment of the grievance. If the grievance is abandoned by either party, then the Union or Employer shall accept the abandoned request or decision as binding. Any abandoned grievance shall not constitute a precedent.

## **Section 2. Arbitration Committee**

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

- a) In the event a grieving party submits a grievance or dispute to arbitration, an Arbitration Committee shall be selected as follows: The Union representative and the Employer shall each name a representative to the Arbitration Committee within two (2) working days. The two (2) individuals so selected will then name a mutually acceptable third member to the Arbitration Committee, who shall name a Chairman. In the event that the first two (2) members of the Arbitration Committee are unable to agree upon a third member within three (3) working days, the parties shall select an arbitrator by the striking method from a list of seven (7) regional arbitrators supplied by the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS). 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 or FMCS 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 lockout.

## **ARTICLE 5 JURISDICTIONAL DISPUTES**

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

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

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

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

## **ARTICLE 6 BOARD, LODGING, AND PER DIEM**

### **Section 1. Employer Provided Camp, Per Diem**

Unless otherwise agreed with the Union, the Employer shall provide room and board in a camp, per diem at one hundred dollars (\$100.00) per calendar day on the project, or arrange with a third party for suitable room and board accommodations for Employees under the following circumstances: Where the work site is remote, requiring special transportation of Employees to the site (i.e.; aircraft, boat), or the midpoint of the project is 65 road miles or more from the International Airport in either Fairbanks, Anchorage, or Juneau. In the event that a contractor provides lodging facilities, but no meals, the employer shall pay forty-eight dollars (\$48.00) per day for meals.

### **Section 2. Local Resident Provisions**

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

### **Section 3. Exceptions to Per Diem Payments**

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 except for private works jobs where the Employer

and Union mutually agree that Per Diem will be provided in lieu of Employer provided meals and housing facilities.

#### **Section 4. Room and Board Not Part of Wages**

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

### **ARTICLE 7 TRANSPORTATION OF EMPLOYEES**

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

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

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

At the termination of the contract, project, or season, and providing the Employee immediately, unless otherwise mutually agreed to by the Employee and the Employer, returns to the point of hire, the Employer will pay for transportation, actual reasonable expenses of board and lodging while en route to the point of hire.

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

#### **Section 3. 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.

#### **Section 4. Transportation To or From Point of Pickup**

Where there is an established point of pickup, or the Employer deems it necessary to transport an Employee by boat, aircraft, or other Employer supplied conveyance, work shall begin at the site of the work unless it takes more than one (1) hour to transport persons, either to or from the pickup point. In that event, round-trip travel time exceeding two (2) hours shall be considered as time worked and compensation computed on the basis of the travel time consumed, going from and returning to the point of pickup. When furnished, transportation from pickup point to work site and the return from work site to pick up 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 8  
TRANSPORTATION OF TOOLS AND PERSONAL EFFECTS**

**Section 1. Transportation of Tools**

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

**Section 2. Personal Effects**

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

**ARTICLE 9  
HEALTH AND SAFETY**

**Section 1. Health and Safety**

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

**Section 2. Disclaimer**

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

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

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

**Section 4. Drug and Alcohol Screening**

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

**Section 5. Background Check**

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

**ARTICLE 10  
HOLIDAYS**

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

- |                |                  |
|----------------|------------------|
| New Year's Day | Labor Day        |
| Presidents Day | Veteran's Day    |
| Memorial Day   | Thanksgiving Day |
| Fourth of July | Christmas Day    |

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

When a holiday falls on a Saturday:

- a) If Saturday is a normally scheduled workday, the holiday shall be observed on the Saturday.
- b) If Saturday is not a normally scheduled workday, the holiday shall be observed on the preceding Friday.

Notwithstanding any other provision, the Employer and the Union may agree to observe the holiday on a day other than the observed holiday. The Union must agree to the change prior to the holiday in writing.

**ARTICLE 11  
CHANGE IN CLASSIFICATION OR CRAFT**

**Section 1. Work Outside of Craft**

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

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

When an Employee is temporarily required to perform work in a higher 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. If the Employee works in a lower classification than dispatched, they shall be paid at their normal rate of pay.

## **ARTICLE 12 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.

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

Copies of the Employee's timecards 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 Separation**

It is understood and agreed, however, that when an Employee is separated from employment, the person's wages become due within three (3) working days after separation at the location the employer and employee agree upon. Failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays, and holidays) shall entitle Employee to waiting time of two (2) hours per day.

### **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.



#### **Section 4. Errors in Pay**

When an Employee discovers an error in pay, they shall notify the Employer within a reasonable time. If the Employer and Employee are unable to resolve the issue in a timely manner, the Employee may contact their Union representative. Once the Union notifies the Employer of an error in pay the shortage shall be reviewed and if verified, paid on or before the following pay period. Failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays, and holidays) shall entitle the Employee to a waiting time of two (2) hours per day from the time the Union notified the Employer.

### **ARTICLE 13 UNION ADMISSION TO JOB**

#### **Section 1. Authorized Representation**

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

#### **Section 2. Examination of Records**

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

### **ARTICLE 14 WAGES**

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

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

#### **Section 2. Wages**

See the Wage and Benefit Allocation on the last page.

**ARTICLE 15**  
**HOURS OF WORK/OVERTIME/SHIFTS**

**Section 1. Normal Workday & Week**

Eight (8) hours shall constitute the normal workday; and forty (40) hours shall constitute the normal work week. Starting and quitting time for the workday 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.

Unless the specific project requirements impose a restricted work schedule, the Employer agrees that there shall be at least six (6) hours between shifts for Employees. Should Employees not receive six (6) hours off between shifts, such time worked on their new shift shall be paid at the proper overtime rate. (Excepting cat trains, barge work, tide work, or other mutually agreed condition.)

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

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

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

**Section 2. Starting Time**

The Employer will establish a regular starting time; except that it shall be understood that when the job conditions at the site of the work or when economic 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 shifts 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; or
- b) Work was interrupted that week by weather; or
- c) If owner's project specifications require that work be restricted to weekend, Saturday and Sunday will be straight time days.

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

The use of 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 16 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 17 MEAL PERIODS**

#### **Section 1. Meal Periods**

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

#### **Section 2. Employer Engaged in Continuous Operations**

Notwithstanding the above paragraph, an Employee may be required to work more than six (6) consecutive hours without any entitlement to a later meal period or pay for that period when the Employer is engaged in a continuous operation where breaks are difficult to schedule but sufficient lag time normally exists to enable an Employee to consume a meal during the shift. Continuous operations will be limited to: asphalt paving operations, concrete pours, tide work, and pile driving unless mutually agreed to between the Union and the Employer.

### **ARTICLE 18 FRINGE BENEFITS**

#### **Section 1. Fringe Benefit Allocation**

See the Wage and Benefit Allocation on the last page.

#### **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 19 FOREMAN**

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

**ARTICLE 20  
PRE-JOB CONFERENCE**

**Section 1. Pre-Job Conference**

The Employer shall arrange a pre-job conference within a reasonable time period after the award and before the start of any construction project over one million (\$1,000,000) dollars. A pre-job conference can 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 21  
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 within three (3) business days, and retaining one for the Employer's records. Each termination or layoff slip shall show the actual reason for termination.

**Section 3. Work by Supervisors**

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

**Section 4. Immunizations and Physicals**

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

**Section 5. Termination for Just Cause**

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

## **Section 6. Injured Person to Get Priority for Rehire**

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

## **Section 7. New Equipment and Classifications**

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

## **Section 8. Severability Clause**

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

## **Section 9. Joint Venture**

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

## **Section 10. Legal Compliance**

The Union and Employer agree to comply with all Federal and State laws and regulations. If any provision in this agreement is less stringent, then Federal and Alaska State laws and regulations will take precedence.

# **ARTICLE 22 STRIKES AND LOCKOUTS**

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

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

## **Section 2. Responsibility**

The Union shall not be liable for acts of Employees for which it has no responsibility. The Union will immediately instruct, order, and use the best efforts of its office to cause any member or group of members to cease any violations of this Article. When the Union

complies with its obligation concerning the above described activity, it shall not be liable for unauthorized acts of its members. The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance. The Union agrees that it will not sanction a picket line nor will any Union members refuse to cross a picket line unless subject picket line meets the definitions of a legitimate and bona fide primary picket line as set forth in NLRA.

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

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

### **Section 4. Violation of This Article**

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

## **ARTICLE 23 MANAGEMENT RIGHTS**

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

## **ARTICLE 24 SPECIAL CONDITIONS**

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

## **ARTICLE 25 JOINT LABOR-MANAGEMENT COMMITTEE**

There shall be established a Joint Labor-Management Committee to facilitate interpretation of this Agreement and all addenda and to foster harmony between the parties. The Committee shall consist of two (2) Union representatives and an equal number of signatory Employers appointed by the AGC of Alaska, Inc.

# **SCHEDULE “A”**

## **ARTICLE 26 WAGES & FRINGE BENEFITS**

### **Section 1. Rates and Increase**

Wage rates will become effective upon ratification and notification on all work and shall apply to all construction and dredge work performed by the Employer within the jurisdiction of IUOE Local 302 in the State of Alaska.

Effective 4/01/2020 and 1/01/2021 there shall be a wage and benefit increase of one dollar and eighty-five cents (\$1.85), and effective 1/01/2022 there shall be a wage and benefit increase of one dollar and sixty cents (\$1.60).

### **Section 2. Health and Security**

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

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

### **Section 3. Health Care Reimbursement**

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



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

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

#### **Section 4. Retirement Fund**

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

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

#### **Section 5. Training Trust**

- a) **Apprenticeship Training/Journeyman Retraining:** The parties agree it is in their mutual interest and in the interest of the construction industry that new Employees be trained in the operation of equipment covered by this Agreement. Therefore, in the furtherance of this objective, the parties are signatory to a Trust Agreement in existence by and between the AGC of Alaska, Inc., and IUOE Local 302.

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

- b) **Training Contributions:** It is agreed that all Employers covered by this Agreement shall contribute, as per the allocation letter provided by the Union.-Contributions

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

- c) **National Training Fund (NTF):** It is agreed that all Employers covered by this Agreement shall contribute, as per the allocation letter provided by the Union. Contributions shall be for each compensable workhour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by such Employers in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked, to the National Training Fund in the manner set forth in the Trust Agreement of the said Trust Fund.

## **Section 6. Change in Contributions**

If found necessary, a portion of any wage raise may be applied to Health and Security, Retirement and/or Apprentice Training-Retraining Trust Fund by the Union giving thirty (30) days' notice to the Employers prior to wage increments. Contributions to each Trust are applicable to hours of bargaining unit Employees only and not to hours worked by non-unit supervisors. When a bargaining unit Employee is temporarily working outside a craft or as part of a composite crew as per Article 11, Section 1, benefit contributions will be payable by the Employer only to the Trust Funds of the craft of which the Employee is a member (i.e., no double contributions to Trusts).

## **Section 7. Delinquent Contributions by Employers**

If the Employer has failed to pay contributions to the retirement, health & welfare, or training trusts for a period of two months, or if an Employer is delinquent for the second time for a period of at least one month within a twelve (12) month period of their first delinquency the Union shall not dispatch workers to that Employer, and the Union shall notify all prime contractors employing the identified delinquent Employer. The Union may strike the delinquent Employer. The Union at its option may take lawful economic action against a delinquent Employer and shall not be in violation of the no-strike, no-lockout provision of this Agreement. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt the Administrator shall advise the Union that arrangements have been made with said Employer.

## **Section 8. Reciprocity**

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

## **ARTICLE 27 PAYROLL DEDUCTIONS**

### **Section 1. Working Dues**

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for Working Dues a percentage of gross wages, from each Employee covered by this Agreement, once each week, which has been or will be in the future authorized by the membership of IUOE Local 302. Said amount will be deducted as a percentage of gross wages once each week for each Employee covered by this Agreement. All monies collected for Working Dues by the Employer shall be paid to the agent designated by IUOE Local 302. The Working Dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

### **Section 2. Labor Committee Program (LCP)**

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for the LCP an amount per compensable hour of wages, from each Employee covered by this Agreement, once each week, which has been or will be in the future authorized by the membership of IUOE Local 302. Said amount will be deducted from each compensable hour of wages once each week for each Employee covered by this Agreement. All monies collected for the LCP by the Employer shall be paid to the agent designated by IUOE Local 302. The LCP funds deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

### **Section 3. Political Action Committee (PAC)**

With authorization from the employee's dispatch, the Employer will deduct five cents (\$0.05) for State PAC and three cents (\$0.03) for Federal PAC per compensable hour. The deduction will be remitted to the agent designated by IUOE Local 302 monthly by the 15th of the month following the month in which they were deducted. It is agreed that these authorized deductions for the IUOE Local 302 Political Action Committee programs are not conditions of membership in the Union or of employment with the Employer and that the IUOE Local 302 Political Action Committee will use such monies in making political contributions in connection with Federal, State, and Local Elections.

#### **Section 4. Construction Industry Progress Fund (CIPF)**

Effective April 1, 2007, the Employers agree to remit ten (\$0.10) cents per hour to go to the Construction Industry Progress Fund (CIPF). The ten (\$0.10) cents per hour shall go towards promoting and supporting stability, long term construction programs and adequate funding for public works projects on the state and local government level, to assure minimal governmental interference in free enterprises through the regulatory process, to support secondary and post-secondary vocational programs to create a competitive educated workforce, and to improve working conditions and safety records. All Monies collected for the CIPF by the Employer shall be paid to the agent designated by IUOE Local 302. The CIPF funds deducted shall be paid monthly by the 15<sup>th</sup> of the month following the month in which they were deducted.

#### **ARTICLE 28 WORKING RULES**

The Employers recognize and agree that IUOE Local 302 is the exclusive bargaining agent for all Operating Engineers, apprentices, mechanics, and oilers/assistant engineers/service engineers, in the operation, maintenance, greasing and servicing, shop, and job site repair of all heavy equipment, including the maintenance, greasing and servicing and repair of all automotive equipment covered by this Agreement. It is further agreed that Historic Jurisdictional Agreements of Record in the State of Alaska will be observed.

- a) On tower cranes where the operator is required to operate from a cab walkway or platform, or on power shovels, mucking machines, crawler cranes, truck cranes, floating cranes, Whirley cranes, locomotive cranes, Hyster cat cranes, 16" and over trenching machines, rock crushers and asphalt plants, the Employer and the Union shall agree whether an oiler/assistant engineer or fireman is required. However, whenever an operating engineer on any piece of equipment requires assistance in the operation of said equipment, maintenance or repair, such extra person or persons shall be operating engineers, oilers/assistant engineers, firemen or deck hands, and under the direct supervision of the operator.
- b) Mechanics and service oilers/service engineers shall furnish their own tools but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and gearing pullers, electric drills, reamers, taps, and dies, oxy-acetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4 inch, wrenches over two (2) inches, coffin hoists and hydraulic jacks.
- c) The Employer agrees to provide an adequate, safe storage place for the storage of employee's tools which may be necessary in the performance of his/her work. The Employer agrees that while such tools are in the Employer's custody, and providing that the employee has stored the tools as directed by the Employer, the Employer will carry insurance or assume liability, therefore to cover the full, replacement value of such tools which may be lost because of fire, flood or theft. Prior to employment and on an annual basis, the Employee and Employer shall agree on a replacement value from an inventory of tools provided by the Employee.

- d) Mechanics and service oilers/service engineers shall not be required by the Employer to furnish their own transportation for tools to perform their work assignments.
- e) Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence.
- f) Neither this nor any other provisions of this Schedule A or the Agreement shall impair or preclude the Employer from utilizing third party vendors for the performance of maintenance work when the Employer does not have the schedule, capacity, equipment, or tools to perform the work.

**ARTICLE 29  
WARRANTY WORK**

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

**ARTICLE 30  
OWNER OPERATOR**

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

**ARTICLE 31  
WAGES AND CLASSIFICATIONS**

**Section 1. Classifications**

**Group IA**

1. Camera/Tool/Video Operator (Slipline).
2. Cranes- over 45 tons or 150 foot (including jib and attachments)
  - a) Clamshells, and Draglines (over 3 yards).
  - b) Tower Cranes.
3. Licensed Water / Waste Water Treatment Operator.
4. Loaders over 5 yards.
5. Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours).
6. Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt).
7. Power Plants: 1000 k.w. and over.
8. Quad.
9. Roto Mill, Profiler, and Reclaimer.

## **Group IA** (Continued)

10. Screed.
11. Shovels, Backhoes, Excavators with all attachments (over 3 yards).
12. Sidebooms over 45 tons.
13. Slip Form Paver, C.M.I., and similar types.
14. Scrapers over 40 yards.
15. Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types).

## **Group I**

1. Asphalt Roller: Breakdown, Intermediate, and Finish.
2. Back Filler.
3. Barrier Machine (Zipper).
4. Beltcrete with Power Pack, and similar conveyors.
5. Bending Machine.
6. Boat Coxwains.
7. Bulldozer.
8. Cableways, Highlines and Cablecars.
9. Cleaning Machine.
10. Coating Machine.
11. Concrete Hydro Blaster.
12. Cranes- 45 tons and under or 150 foot of boom and under (including jib and attachments).
  - a) Hydralifts or Transporters, all track or truck type.
  - b) Derricks.
  - c) Overhead
13. Crushers.
14. Deck Winches-Double Drum.
15. Ditching or Trenching machine (16 inch or over).
16. Drag Scraper, Yarder, and similar types.
17. Drilling Machines, core, cable, rotary, and exploration.
18. Finishing Machine Operator, Concrete Paving, Laser Screed, and Sidewalk, Curb and Gutter Machine.
19. Grade Checker and/or Line and Grade including Drone.
20. Helicopters.
21. Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat.
22. Hydro Ax: Feller Buncher, and similar.
23. Hydro Excavation (Vac-Truck and Similar)
24. Loaders (2 ½ yards through 5 yards, including all attachments):
  - a) Forklifts with telescopic boom and swing attachment.
  - b) Overhead and front end, 2 1/2 yards through 5 yards.
  - c) Loaders with forks or pipe clamps.
  - d) Loaders, elevating belt type, Euclid and similar types.
25. Material Transfer Vehicle (elevating grader, pickup machine, and similar types)
26. Mechanics, Welders, Bodyman, Electrical, Camp Maintenance Engineer.
27. Micro Tunneling Machine.

### **Group I** (Continued)

28. Mixers: Mobile type with hoist combination.
29. Motor Patrol Grader.
30. Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield.
31. Operator on Dredges.
32. Piledriver Engineers, L.B. Foster, Puller, or similar paving breaker.
33. Plant Operator (Asphalt and Concrete).
34. Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.).
35. Remote Controlled Equipment.
36. Scraper-through 40 yards.
37. Service Oiler/Service Engineer.
38. Sidebooms-under 45 tons.
39. Shot Blast Machine.
40. Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under).
41. Sub Grader (Gurries, Reclaimer, and similar types).
42. Tack Tractor.
43. Truck Mounted: Concrete Pump, Conveyor/Tele-belt, and Creter.
44. Off Road Hauler (including Articulating and Haul Trucks).
45. Water Kote Machine.

### **Group II**

1. Boiler-Fireman.
2. Cement Hogs and Concrete Pump Operators.
3. Conveyors (except as listed in Group I).
4. Hoists on steel erection, Towermobiles and Air Tuggers.
5. Horizontal/Directional Drill Locator.
6. Locomotives: rod and geared engines.
7. Mixers.
8. Screening, Washing Plant.
9. Sideboom (cradling rock drill regardless of size).
10. Skidder.
11. Trenching Machines under 16 inches.
12. Water / Wastewater Treatment Operator.

### **Group III**

1. "A" Frame Trucks, Deck Winches.
2. Bombardier (tack or tow rig).
3. Boring Machine.
4. Brooms-power (sweeper, elevator, vacuum or similar).
5. Bump Cutter.
6. Compressor.
7. Farm Tractor.
8. Forklift, industrial type.

### **Group III** (Continued)

9. Gin Truck or Winch Truck with poles when used for hoisting.
10. Hoists, Air Tuggers, Elevators.
11. Loaders:
  - a) Elevating- Athey, Barber Greene, and similar types.
  - b) Forklifts or Lumber Carrier (on construction job sites).
  - c) Forklifts with tower.
  - d) Overhead and front end, under 2 1/2 yards.
12. Locomotives: Dinkey (air, steam, gas and electric) speeders.
13. Mechanics (light duty).
14. Oil, Blower Distribution.
15. Posthole Diggers, mechanical.
16. Pot Fireman (power agitated).
17. Power Plant, turbine operator, under 200 k.w.
18. Pumps-water.
19. Rollers (other than Asphalt).
20. Saws, concrete.
21. Skid Hustler.
22. Skid Steer with all attachments.
23. Straightening Machine.
24. Stake Hopper.
25. Tow Tractor.

### **Group IV**

1. Crane Assistant Engineer/Rig Oiler
2. Parts and Equipment Coordinator.
3. Swamper (on trenching machines or shovel type equipment).
4. Spotter.
5. Steam Cleaner.
6. Drill Helper.

**Note 1:** Operation of any equipment requiring a CDL will be paid at a Group 1 wage and benefit rate.

**Note 2:** Crane Assistant Engineer/ Rig Oiler shall be required on cranes over 85 tons or over 100 feet of boom. Any Operating Engineer employed as a Crane Lift Plan Coordinator shall be paid at or above the current Foreman Rate.

### **Section 2. Mechanic Hours**

Mechanic hour verification must be written documentation such as, but not limited to; Union pension hours, paycheck stubs, etc.

- a) Mechanics with more than 10,000 mechanic hours shall be paid at group 1A.
- b) Mechanics with more than 25,000 mechanic hours shall be \$1.00 over Group 1A.

### **Section 3. Tunnel and Shaft 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 AGC of Alaska, Inc. and the Union or Unions involved.

Tunnel and Shaft Wage Rates: Operators working underground shall receive a ten percent (10%) Wage premium.

#### **Section 4. Dredge Classifications**

1. Assistant Engineer
2. Craneman
3. Electrical Generator Operator (primary pump/power barge/dredge)
4. Engineer
5. Welder
6. Assistant Mate (Deckhand)
7. Dredge Oiler
8. Fireman
9. Leverman Clamshell
10. Leverman Hydraulic
11. Mate & Boatman

#### **Section 5. Foreman Rates**

- a) Leadman to receive \$1.00 per hour over Group IA.
- b) Foreman to receive \$2.00 per hour over Group IA.
- c) General Foreman and Master Mechanic to receive \$4.00 per hour over Group IA.

#### **Section 6. Crane Operators Assigned to Special Craft**

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

#### **Section 7. Equipment Not Listed Herein**

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

#### **Section 8. Apprentice Rates**

Operating Engineer Apprentice wage scales are established by the Joint Apprenticeship and Training Board of Trustees. The percentage of Journeyman pay paid each apprentice is based upon the number of hours worked in the program and is approved by the United States Department of Labor. This can be only altered with that Agency's approval. With the exception of training, all other fringe contributions shall be paid as Journeyman. The actual specifics may be obtained from the Joint Apprentice and Training Offices.

**ARTICLE 32  
DURATION, MODIFICATIONS, AND CHANGES**

**Section 1. Term of Agreement**

This Agreement shall become effective April 1, 2020 and shall continue in full force and effect through December 31, 2022, and thereafter from year to year.

**Section 2. Reopener**

If mutually agreed, either party may give sixty (60) days' written notice to the other party prior to, December 31, 2022, 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, the notice and renegotiation shall not terminate the Agreement, and the Agreement shall continue in full force and effect until modified by the renegotiated Articles.

**Section 3. Termination of Agreement**

If either party desires to terminate this Agreement, the party desiring to terminate the Agreement shall give sixty (60) days' written notice to the other party prior to December 31, 2022 or any year thereafter of its desire that the Agreement shall be terminated.

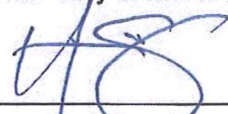
**Section 4. Federal Health Care Reform Legislation**

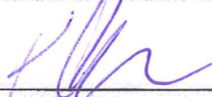
In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the health and welfare provisions of this Agreement, it is agreed that the parties will immediately meet to negotiate appropriate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

**Section 5. Execution of Agreement**

This Agreement is executed this 17 day of March, 2020, 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 17 day of March 2020.

  
\_\_\_\_\_  
Alicia Siira, Executive Director  
ASSOCIATED GENERAL CONTRACTORS OF ALASKA, INC.

  
\_\_\_\_\_  
Daren Konopaski, Business Manager and International Vice President  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

# APPENDIX "1"

## LOCAL 302 HIRING HALL PROCEDURES

### Section 1. Qualified Operating Engineers

Employers shall only employ qualified Operating Engineers. Operating Engineers shall be qualified for employment under this Agreement who have had two (2) years of actual practical working experience on the type of equipment being dispatched for in the Building, Heavy and Highway Construction Industry.

### Section 2. Definitions

Accrued: Earned or accumulated (i.e. hours worked in the last twelve (12) months).

Bargaining Unit Work: Classifications referenced in Appendix 1, Schedule A of the Collective Bargaining Agreement.

Bona Fide: Factual or real.

Employer Association: A group of Employer representatives. In this agreement it is the Associated General Contractors of Alaska, Inc. (AGC of Alaska, Inc.).

Freezing: To hold group status on the out-of-work list when written verification from a physician is provided.

Illegal Hours: Hours worked without a dispatch.

Joint Venture: Two or more contractors performing work on a project as one.

Keyman: An IUOE member of another Local with special skills employed in the jurisdiction of this Union as approved by the Business Manager. An agreement signed between Trust Funds that allow portability of benefits.

### Section 3. Union Notification

Employers shall hire qualified Operating Engineers by calling the District responsible for the geographical area of the project. Whenever the Employer requires Operating Engineers on any job, they shall notify the Local Union District office either in writing, email, fax, or by telephone, stating the Company contact information, location, starting time, type of shift (i.e. 4-10's, 5-8's), approximate duration of the job, the type of work to be performed and the number of Employees required.

### Section 4. Group Listings

Employees covered by this Agreement have certain accrued rights to benefits for themselves and their dependents under health and welfare and pension plans which accrue to them by virtue of length of employment with Employers party to this Agreement, and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

Those registered on the list in each group will, after ten (10) attempted contacts, be deemed unavailable for work. These individuals will then be notified by mail or email and will not be contacted for employment until verification of availability is made in person, fax

mail or email. A signature is required. No more than two (2) attempted contacts per day will be counted towards the ten (10) attempted contacts.

Up to two contact numbers can be given to dispatch, but a second contact number can be removed by the dispatcher if it is disconnected or no longer reaches the member. If the number is removed by the dispatcher, a written notice will go out by mail or email to the member. Members/registrants shall always maintain a working telephone number on file with the hiring hall. If the member/registrant fails to maintain a working phone number, their name shall be removed from the out-of-work list after 2 weeks written notice is given by mail or email. Their name will be placed on the bottom of the appropriate list when they are re-registered, with a working telephone number.

All classes of Operating Engineers shall be hired and/or rehired in accordance with the length of service with Employers in the Collective Bargaining Unit as follows:

**Group 1** - Operating Engineers who have been employed and dispatched by this Union under this Agreement or employed and dispatched by this Union under any Agreement of this Union for an accumulative time of at least 500 hours in the last 12 months, within the territory of this agreement immediately preceding their registration date.

**Group 2** - Operating Engineers who have been employed and dispatched by this Union under this Agreement or any collective bargaining agreement with this Union for an accumulative time of at least 50 hours during the last 12 months.

**Group 3** - All registrants who pass a minimum standard test in categories established by an IUOE Local 302 Training Trust, or who can verify journeyman status in this Union or another Local of the IUOE.

**Group 4** - All other applicants.

The Employer Associations and the Union shall make up and prepare the roster for preference of rehire by grouping all Operating Engineers who come within the above classifications and shall utilize the pension records or by dispatcher verification of paystubs, if provided by the member in establishing these accrued rights based on length of employment.

“Employers” under this paragraph mean:

- a) Any Employer party to this Agreement,
- b) Any out-of-town Employer who adopts or works under this Agreement and contributes to the Health and Welfare and Pension Plans, or
- c) Any Employer who employs operating engineers under the terms of this Agreement and is a contributing Employer within the meaning of the Health and Welfare and Pension Plans.

## **Section 5. Registration**

Registration or re-registration of applicants for referral shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list an applicant for referral must renew their registration not later than ninety (90) days from the date of their last

registration or re-registration. There shall be four (4) groupings of the out-of-work list. Each applicant for employment shall be required to furnish such data, records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills they may possess. All applicants may register or re-register in person, mail, email, or fax; member's signature is required.

Apprentices who have completed the Apprenticeship and Training program established under this Agreement shall obtain Group I status. Any apprentice having been cancelled for just cause after written and specific notice and full and fair hearing by the Apprenticeship Committee, or who has dropped out of the program of their own accord, shall not be permitted to register for employment nor be dispatched as journey level operator by the local Union for a period of two (2) years after cancellation.

### **Section 6. Referring Registrants**

Upon request of an Employer for Operating Engineers, the Union shall refer qualified and competent registrants in the manner and under the conditions specified in this Agreement from the list in the following order of referral:

- a) Applicants shall be referred from Group 1, in successive order as their names appear on the out-of-work list, and when Group 1 has been exhausted,
  - b) Then applicants from Group 2 in successive order as their names appear on the out-of-work list, and when Group 2 has been exhausted,
  - c) Then applicants from Group 3 in successive order as their names appear on the out-of-work list, and when Group 3 has been exhausted,
  - d) Then applicants from Group 4 as their names appear in successive order on the out-of-work list.
1. Separate lists will be established and maintained for apprentice engineers, and referrals shall be made on the same basis as that for Operating Engineers except that the experience condition set out in Appendix 1, Section 1 of this Agreement shall, as to apprentice engineers, not be applicable or required.
  2. Any applicant who is returned by the Employer shall be placed on the out-of-work list as follows:
    - a) If an Employee is employed one (1) to twenty-one (21) calendar days, the Employee shall be restored to the out-of-work list the same number of days lower on the out-of-work list as they had been employed. After a short call, as identified above, a registrant must show proof of last day worked within ten (10) days of termination then they will be placed on the out-of-work list in the appropriate group listings as outlined in Section 4 above.
    - b) Any Employee, who is employed more than twenty-one (21) calendar days or terminated of their own accord, for just cause, or failure to comply with "company policy" related to drug and alcohol screening shall have their name removed from the out-of-work list. When their employment

terminates, they shall be required to register at the bottom of the appropriate group list on which they are entitled to register.

3. A registrant may refuse to be referred to employment two (2) times without prejudice, on the registrant's third (3) refusal the registrant will be deemed unavailable and removed from the out-of-work list. If a member or an applicant accepts a dispatch and does not show up, their name will be entered at the bottom of the appropriate list when they re-register. If an Employee is terminated three (3) times, by three (3) different Employers, for lack of ability they shall no longer be eligible for dispatch in that classification; until they train for that classification through the JATC facilities, and if available pass a minimum standards test established by a Local 302 Training Trust.
4. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for Employees 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 directly at the job site. 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.
5. The referral procedure as contained herein shall be followed except:
  - a) That requests by Employers for personnel to act as Supervisors, Master Mechanics, General Foreman, Industrial Foreman or Foreman shall be honored without regard to the requested Employee's place on the out-of-work list provided that person does not perform bargaining unit work until they have contributed five hundred (500) hours to the Local 302/612 Pension Fund. Those hired under the provisions of this Hiring Agreement shall not be reduced to a lower classification without the approval of the Union, nor shall their employment as traveling key men or reciprocity qualify them for a call-back. All traveling keymen must register at the Hiring Hall and have a "Keyman Agreement" in place, prior to being employed.
  - b) That requests by Employers for a particular Employee previously employed by the Employer within the geographical area of this Agreement and who has been laid off or terminated by the Employer within five (5) years previous to the request shall be honored without regard to the requested Employee's place on the out-of-work list, provided said Employee was originally dispatched to the requesting Employer in accordance with the terms and conditions of this Union and this Appendix (illegal, keyman, or reciprocity hours will not be recognized for rehire, requests, or group status).
  - c) For bona fide requests by the Employers for Operating Engineers with special skills and abilities in the order in which their names appear on the out-of-work list.
  - d) In the best interests of the industry, requests by an Employer for a particular engineer with no priority shall be honored, without regard to the

requested person's place on the out-of-work lists, provided said individual occupies the status of a college student seeking summer employment only and is the son or daughter of management, or individuals, employed as Operating Engineers. Further provided that any dispute arising as a result of such request may be referred to the Joint Hiring Committee in accordance with this Appendix. For each person dispatched as a college student of who is a son or daughter of management, the Employer shall endeavor to employ a son or daughter of an Operating Engineer.

- e) Requests by Employers for a particular Operating Engineer who is registered on the out-of-work list shall be honored provided that person has obtained Group I status in the applicable jurisdiction.
- f) Where Employers engage in a Joint Venture, Employees employed by any of the Joint Venture may be transferred to the job or called for by name if the requirements of 4. a, b, and c above have been met by any of the Joint Venture.
- g) If an Employer controls, or holds common ownership of separate corporations, the Employer is considered the Employer for the purpose of the transferring Employees to and from such corporation payrolls.

### **Section 7. Selection of Applications**

The Union and the Employers agree that the referral of Operating Engineers shall be on the following basis:

- a) 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 in any way affected by race, color, sex, age or creed. The Union 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 the owner.
- b) The Employer retains the right to reject any job applicant referred by the Union for cause but shall not discriminate because of membership or non-membership in the Union or because of race, color, sex, age or creed.
- c) The Union and the Employer shall post, in places where notices to all Employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provision of this Agreement.
- d) A.S.A.P. requests from contractors will be based on the member's geographical proximity to the project location.

### **Section 8. Joint Hiring Committee**

The parties to this Agreement may create a Joint Hiring Committee, composed of three (3) Employer representatives and three (3) Union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

- a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan, and such rules and regulations shall be as much a part of this Agreement as if contained herein;
- b) To properly post all rules and regulations relating to the functioning of the referral plan, together with provisions of this Agreement as set out in Section 6 above at the Union dispatch office and at the Employer's office;
- c) To hear and determine any and all disputes or grievances arising out of work registrations, work referrals, and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.

The Joint Hiring Committee has provided in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. All decisions of the Joint Hiring Committee or the impartial umpire shall be final, binding, and conclusive on all parties including applicants.

If questions arise as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union or race, color, sex, age or creed.

### **Section 9. Termination Slips**

Whenever an Employee is discharged without written notice to the Union, the Employee shall be considered eligible for rehire.

The Employer shall furnish, and complete termination slips for any Employee, returning one to the dispatching hall at time of termination and provide a copy to the Employee. Each termination slip shall show the actual reason for termination.

### **Section 10. Certified Evaluation**

No Applicant for referral to jobs shall be dispatched where:

- a) That applicant has been discharged for consuming alcohol on the job or for being intoxicated on the job; or
- b) The applicant has tested positive for controlled substance, whether during pre-employment testing or testing following employment.

Applicants will be reinstated in the job referral plan when a state certified rehabilitation program has made an evaluation of their condition. Should the evaluation require participation in a rehabilitation program, applicants must be enrolled in an accredited rehabilitation program prior to being reinstated in the job referral plan.



## **Section 11. Freezing Group Status**

All Operating Engineers who suffer an injury or serious illness shall have their group status frozen on the out-of-work list by presenting the referral hall with a physician's report stating they are unable to perform work as an Operating Engineer. The "freezing" of an applicant's group status does not apply to Health & Welfare or Pension eligibility.

- a) The applicant must register on the out-of-work list. To remain on the out-of-work list, an applicant must renew their registration not later than ninety (90) days from the date of their last registration or re-registration.
- b) When the applicant provides the referral hall with a physician's "Release for Work" document, the applicant shall be considered ready and available for work effective on the date the work release was received in the referral hall. The applicant's group status on the out-of-work list will then revert to the status as it was on the date it was frozen and all referral hall rules shall apply.

## **Section 12. Active Duty**

Members that are called to active duty with the National Guard or a military reserve unit may register on the out-of-work list. During the active duty period it is unnecessary to re-register to maintain an out-of-work date.

- a) The member must prove active duty status and then they will not be contacted for work during the active duty period.
- b) Upon separation from active duty the member shall notify the hiring hall of a change in status within thirty (30) calendar days.

## ALASKA AGREEMENT WAGE & BENEFIT ALLOCATIONS

<b><u>CLASSIFICATIONS</u></b>	<b><u>4/01/20</u></b>	<b><u>1/01/21</u></b>	<b><u>1/01/22</u></b>
Group IA	\$43.29	\$44.29	\$45.29
Group I	\$41.53	\$42.53	\$43.53
Group II	\$40.76	\$41.76	\$42.76
Group III	\$40.04	\$41.04	\$42.04
Group IV	\$33.83	\$34.83	\$35.83

**TUNNEL CLASSIFICATIONS** 10% Wage Rate Premium:

Group IA	\$47.62	\$48.72	\$49.82
Group I	\$45.68	\$46.78	\$47.88
Group II	\$44.84	\$45.94	\$47.04
Group III	\$44.04	\$45.14	\$46.24
Group IV	\$37.21	\$38.31	\$39.41

**DREDGE CLASSIFICATIONS**

Assistant Engineer	\$40.76	\$41.76	\$42.76
Craneman	\$40.76	\$41.76	\$42.76
Electrical Generator Operator	\$40.76	\$41.76	\$42.76
Engineer	\$40.76	\$41.76	\$42.76
Mate & Boatman	\$40.76	\$41.76	\$42.76
Welder	\$40.76	\$41.76	\$42.76
Assistant Mate (Deckhand)	\$39.60	\$40.60	\$41.60
Dredge Oiler	\$40.04	\$41.04	\$42.04
Fireman	\$40.04	\$41.04	\$42.04
Leverman Clamshell	\$43.29	\$44.29	\$45.29
Leverman Hydraulic	\$41.53	\$42.53	\$43.53

**FRINGE BENEFITS**

	<b><u>4/01/20</u></b>	<b><u>1/01/21</u></b>	<b><u>1/01/22</u></b>
Health and Welfare	\$10.35	\$10.70	\$11.05
Pension	\$13.00	\$13.50	\$13.75
Training	\$1.00	\$1.00	\$1.00
CIPF	\$0.10	\$0.10	\$0.10
National Training Fund (NTF)	\$0.05	\$0.05	\$0.05
<b>Total Fringe</b>	<b>\$24.50</b>	<b>\$25.35</b>	<b>\$25.95</b>

**Please Note:**

Operation of any equipment requiring a CDL will be paid at G1  
 25,000-hour mechanic shall be paid \$1.00 per hour over GIA  
 Leadman shall be paid \$1.00 per hour over GIA  
 Foreman receive \$2.00 per hour over GIA  
 General Foreman & Master Mechanic receive \$4.00 per hour over GI IA.