UNION

DISTRICT COUNCIL OF IRON WORKERS
OF THE
STATE OF CALIFORNIA AND VICINITY

1660 San Pablo Avenue, Suite C
Pinole, California 94564
(510) 724-9277

LOCAL UNION 118 (Mixed)
2840 El Centro Road, Suite 118
Sacramento, California 95833
(916) 646-6976

LOCAL UNION 155 (Mixed)
5407 East Olive, Suite 16
Fresno, California 93727
(559) 251-7388

LOCAL UNION 229 (Mixed)
5155 Mercury Point
San Diego, California 92111
(858) 571-5238

LOCAL UNION 377 (Mixed)
570 Barneveld Avenue
San Francisco, California 94124
(415) 285-3880

LOCAL UNION 378 (Mixed)
3120 Bayshore Road
Benicia, California 94510
(707) 746-6100

LOCAL UNION 416 (Reinforcing)
13830 San Antonio Drive
Norwalk, California 90650
(562) 868-1251

LOCAL UNION 433
(Structural, Ornamental and Rigging)
17495 Hurley Street East
City of Industry, California 91744
(626) 964-2500

AGREEMENT

IRON WORKER EMPLOYERS

STATE OF CALIFORNIA AND A PORTION OF NEVADA....AND

DISTRICT COUNCIL OF IRON WORKERS OF THE STATE OF CALIFORNIA AND VICINITY...

JULY 1, 2007 - JUNE 30, 2010

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LOCAL UNION 433
(Structural, Ornamental and Rigging)
17495 Hurley Street East
City of Industry, California 91744
(626) 964-2500

EMPLOYERS

WESTERN STEEL COUNCIL, INC.
151 North Sunrise Boulevard
Roseville, California 95661
(916) 784-9110

STEEL FABRICATORS ASSOCIATION OF SOUTHERN CALIFORNIA, INC.
8815 South Sorensen Ave.
Santa Fe Springs, California 90670
(562) 945-0013

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
3095 Beacon Boulevard
West Sacramento, California 95691
(916) 371-2422

SAN DIEGO CHAPTER, INC., ASSOCIATED GENERAL CONTRACTORS OF AMERICA
6212 Ferris Square
San Diego, California 92121
(858) 558-7444

NEVADA CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
5400 Mill Street
Reno, Nevada 89502
(775) 329-6116

BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.
1330 South Valley Vista Drive
Diamond Bar, California 91765
(909) 396-9993

EMPLOYERS (continued)

INDUSTRIAL CONTRACTORS, UMIC, INC.
447 Georgia Street
Vallejo, California 94590
(707) 552-6040

ASSOCIATION OF CONSTRUCTION EMPLOYERS
1646 N. California Blvd., Suite 500
Walnut Creek, California 94596
(925) 930-8355

ASSOCIATED GENERAL CONTRACTORS LAS VEGAS CHAPTER
150 N. Durango, Suite 100
Las Vegas, Nevada 89145
(702) 796-9986

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
6055 E. Washington Boulevard, Suite 200
Los Angeles, California 90040
(323) 726-3511

UNITED GENERAL CONTRACTORS, INC.
533 S. Fremont Avenue, Suite 800
Los Angeles, California 90071
(213) 312-9022

ENGINEERING & UTILITY CONTRACTORS ASSOCIATION
17 Crow Canyon Court, Suite 100
San Ramon, California 94583
(925) 855-7900

AGREEMENT

This Agreement is made and entered into this 21st day of February, 2007 by and between the California Ironworker Employers Council, Inc., the collective bargaining representative for the Employers consisting of:

The Western Steel Council, Inc.

The Steel Fabricators Association of Southern California, Inc.

The Associated General Contractors of California, Inc.

San Diego Chapter, Inc., Associated General Contractors of America

Nevada Chapter of the Associated General Contractors of America, Inc.

Building Industry Association of California, Inc., now known as Building Industry Association of Southern California, Inc.

Industrial Contractors, UMIC, Inc.

Association of Construction Employers

Associated General Contractors, Las Vegas Chapter

Southern California Contractors Association, Inc.

United General Contractors, Inc.

Engineering & Utility Contractors Association

and such other individual employers who are members of the California Ironworker Employers Council, Inc. and signatory hereto and the District Council of Iron Workers of the State of California and Vicinity and Local Unions 118, Sacramento; 155, Fresno; 229, San Diego; 377, San Francisco; 378, Oakland; 416, Los Angeles; 433, Los Angeles and 844, Pinole of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, who are affiliated with said District Council, which District Council and Local Unions are signatory hereto and are recognized as the collective bargaining representatives of the employees. Said District Council and Local Unions are affiliated with the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

SECTION 1. Purpose of Agreement

A - This Agreement is entered into by collective bargaining between the Employers and the Union to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employers and the workmen in this trade and to prevent waste, unnecessary and avoidable delays and expenses; for the purpose, at all times, of securing for the Employers sufficient skilled workmen and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, also that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and by which these ends may be accomplished.

B - The California Ironworker Employers Council, Inc., composed of the collective bargaining representatives for the Employers who are:

The Western Steel Council, Inc.

The Steel Fabricators Association of Southern California, Inc.

The Associated General Contractors of California, Inc.

San Diego Chapter, Inc., Associated General Contractors of America

Nevada Chapter of the Associated General Contractors of America, Inc.

Building Industry Association of California, Inc., now known as Building Industry Association of Southern California, Inc.

Industrial Contractors, UMIC, Inc.

Association of Construction Employers

Associated General Contractors
Las Vegas Chapter Southern California
Contractors Association, Inc.

United General Contractors, Inc.

Engineering & Utility Contractors
Association

and such other individual employers who are members of the California Ironworker Employers Council, Inc. and signatory hereto hereinafter referred to as the EMPLOYERS. The term UNION means any of the Local Unions affiliated with the District Council of Iron Workers of the State of California and Vicinity composed of Local Unions 118, Sacramento; 155, Fresno; 229, San Diego; 377, San Francisco; 378, Oakland; 416, Los Angeles; 433, Los Angeles and 844, Pinole.

SECTION 2. Effective Area

This Agreement covers all work in the State of California and the State of Nevada with the exception of the Counties of Elko, Eureka and White Pine located in the State of Nevada.

SECTION 3. Craft Jurisdiction

A - This Agreement shall cover all work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers recognized by the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

B - It is agreed the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that claims are subject to trade agreements and final decisions of the AFL-CIO.

C - The Iron Workers jurisdictional claims for its journeyman and apprentice Iron Workers shall include but not be limited to job classifications of Architectural and Ornamental, Machinery Movers, Erectors and Riggers, Reinforcing Iron Workers, Structural, Stone Derrick Men, Welders, Fence Erectors and Sheeters and shall include but not be limited to the following:

All work in connection with field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel

vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire and iron doors; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, the erection and installation of playground equipment to include bolting, fastening, welding of swings, slides, jungle gyms, footings and other related equipment, elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including preengineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cindering machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases,

refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating of the same on all forms and types of construction work, cranes, the erection, installation, handling and operating of same on all forms and types of construction work; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, poststressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, poststressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any

type when used for reinforced concrete construction; erection of all curtain wall and window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sun screens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, cableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including the loading, unloading, erection installation and removal of powered chassis-mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas,

canopies and balconies; all overhead travelers, duorails, tramrails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for trusslab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, energy producing windmill type towers; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc. (this shall not preclude the use of Supervisory or Administrative personnel to direct these operations utilizing such instruments); the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man.

All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, mini-storages, and dock planks.

SECTION 4. Union Security

A - Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Subsection A shall, as a condition of employment, or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with any individual employer following the beginning of such employment, or the effective date of this Subsection A, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

B - The individual employer shall not be required to discharge any employee pursuant to this Section until a written request from the District Council of Iron Workers or Local Union for such action, stating all pertinent facts showing the noncompliance shall have been served upon such individual employer or his agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the individual employer shall not interrupt or interfere with the progress of the work.

C - The provisions of this Section 4 shall be applicable in California and applicable in Nevada to the full extent permitted by law.

D - No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union.

The Union shall be the sole judge of the qualifications of its members.

E - The individual employer shall be the sole judge of the qualifications of all of his employees and may on such grounds discharge any of them.

F - The Union does hereby indemnify and shall hold the individual employer harmless against any and all forms of liability that shall arise out of, or by reason of action taken by the individual employer for the purpose of complying with the provisions of Section 4 of this Agreement.

SECTION 5. Employment

A - In order to maintain an efficient system of production in the industry, to provide for an orderly procedure for the referral of applicants for employment, and to preserve the legitimate interest of employees in their employment, the Employers and the Union agree that when an individual employer requires workmen to perform any work covered by this Agreement he shall hire applicants for employment to perform such work in accordance with this Agreement.

B - 1 - The individual employer shall have the right to employ directly a minimum number of key employees who may include a General Foreman and a Foreman. In addition, the individual employer shall have the right to employ directly on any job in the locality in which the individual employer maintains a principal place of business all employees required on such job or jobs, provided such employees are regular employees

of the individual employer who have been employed by him fifty per cent (50%) of the working time of the applicants during the previous twelve (12) months.

2 - On jobs in localities in which the individual employer maintains a principal place of business, he shall have the right to hire by name employees from the Local Union having jurisdiction on a ratio of two (2) employees hired by name from the Group A list regardless of the position of the ordered man on said list, to one (1) employee dispatched by the Local Union from the Group A list. The first employee hired shall be dispatched by the Local Union from the Group A list.

Notwithstanding the above ratio, an individual employer shall have the right to hire by name employees from the Local Union having jurisdiction from the Group A list regardless of the position of the ordered man or woman on said list, if said man or woman has been employed by the individual employer at anytime during the previous twelve (12) months.

3 - On jobs of the individual employer located outside of the locality in which he maintains a principal place of business, said individual employer shall have the right to ship and may maintain a ratio of fifty per cent (50%) of his employees on the job in the Local Union having jurisdiction over the area where the job is located. The remaining fifty per cent (50%) of his employees shall be hired from the Local Union having jurisdiction.

If the individual employer orders additional employees by name, he shall have the right to hire by name employees from the Local Union having jurisdiction on a ratio of two (2) employees hired by name from the Group A list regardless of the position of the

ordered man on said list, to one (1) employee dispatched by the Local Union from the Group A list. The first employee hired shall be dispatched by the Local Union from the Group A list. Men ordered by name from the Group A list will be dispatched regardless of their position on said list.

4 - a - A workman who is assigned to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Financial Secretary or Business Agent of such Local Union that he is in their jurisdiction. This notification shall be in person, by telephone, or by mail, at least twenty-four (24) hours prior to starting work.

b - Employers who assign workmen to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Local Union they are working in the jurisdiction. This notification shall be by telephone, or by mail within twenty-four (24) hours.

5 - For the purpose of this Subsection 5-B locality shall mean:

Area No. 1 - Jurisdiction of Local Union 377.
Area No. 2 - Jurisdiction of Local Union 378.
Area No. 3 - Jurisdiction of Local Unions 416 and 433.
Area No. 4 - Jurisdiction of Local Union 229.
Area No. 5 - Jurisdiction of Local Union 155.
Area No. 6 - Jurisdiction of Local Union 118.

The agreement between Local Union 377, San Francisco and Local Union 378, Oakland, in effect since December 3, 1939 permitting employees to work in lieu of transfer in either area, shall remain in full effect.

C - All other journeyman required by an individual employer shall be furnished and referred to such individual employer through the hiring office of the appropriate Local Union.

D - No provision of this Section shall constitute a limitation on the right of the individual employer to transfer workmen on his payroll from time to time and from place to place at the discretion of the individual employer, providing he secures fifty per cent (50%) of his workmen from the Local Union having jurisdiction.

E - The individual employer shall have the right to reject any applicant referred by the appropriate Local Union, subject to the provisions of Section 6-B - "Show Up" Expense and Section 9-J - "Show Up" Expense.

F - Subject to the provisions of Section 4 of this Agreement, "Union Security", selection and referral of journeymen applicants to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan:

Any workman desiring employment in work covered by this Agreement shall be registered in one of the Groups listed below. Each such workman shall be registered in the highest priority Group for which he qualifies.

GROUP "A-I"

All applicants for employment who have worked at the trade as journeymen or

apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the Local Union issuing the dispatch slip, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration, in such classification or classifications, and specialty or specialties. All apprentices graduating to journeyman status within the geographic area covered by the Local Union issuing the dispatch slip shall be included in this Group "A-1".

GROUP "A-2"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration, in such classification or classifications, and specialty or specialties. All apprentices graduating to journeyman status within the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity shall be included in this Group "A-2".

GROUP "B"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past four (4) years,

provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least nine (9) months within the four (4) years immediately preceding such registration, in such classification or classifications, and specialty or specialties.

GROUP "C"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past two (2) years or more and who have for the past year actually resided within the geographic area covered by this Agreement.

GROUP "D"

All applicants for employment who have worked at the trade in work of the type covered by this Agreement for one (1) year or more immediately preceding the date of their registration.

GROUP "E"

All other applicants for employment.

G - Each Local Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order of the dates they registered.

H - 1 - Individual employers shall advise the appropriate Local Union of the number and classification or classifications, and specialty or specialties, of applicants required. The appropriate Local Union shall refer applicants to the individual employer by first referring applicants in Group "A-1" in the order of their places on said list and

then referring applicants in the same manner successively from the lists in Group "A-2", then Group "B", then Group "C", then Group "D", then Group "E".

2 - Whenever a Local Union maintains a branch hiring hall, the individual employer shall call the main hiring hall for workmen whenever the branch hiring hall's out-of-work list is exhausted of all workmen who are bona fide residents in the territorial area designated for the branch hiring hall. Workmen shall not be registered on more than one out-of-work list at any one time.

I - 1 - Any individual desiring employment shall register at the appropriate Local Union by appearing personally and shall indicate his name, address, telephone number, Social Security Account number, classification or classifications, specialty or specialties of the type of work desired, the date of such registration and other pertinent information if required.

2 - Available for employment shall mean:

a - All individuals seeking employment under Subsection I-1 above shall be in the Local Union at regularly established Roll Call time.

b - All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided, however, they may be present at a location where they can be reached by telephone if they live in a remote area or, due to extenuating circumstances, cannot be personally present.

3 - a - Dispatching hours shall be any two and one-half (2-1/2) period between the hours of 7:00 a.m. and 10:30 a.m. daily (Saturdays, Sundays and recognized holidays

excluded) at the discretion of each Local Union. The District Council of Iron Workers will notify the Employer Groups of each Local Union's dispatch hours. In emergency cases, workmen may be dispatched other than at dispatching times.

b - If the individual employer gives the appropriate Local Union twenty-four (24) hours notice before men are needed, the Local Union will within said twenty-four (24) hour period advise such individual employer of any inability to man the job within the period specified.

c - Upon commencing a job in a subsistence zone, the individual employer will give the appropriate Local Union notice for men by 10:30 a.m. on the preceding work day when complying with the provisions of Subsection D of this Section.

4 - Upon being referred, each individual shall receive a referral slip to be transmitted to the employer representative at the job site, indicating his name, address, Social Security Account number, type of job, date of proposed employment, date and time of referral and rate of pay.

5 - To ensure the maintenance of a current registration list, all individuals who do not reregister or notify the Union in writing of their availability within one (1) week of their previous registration shall be removed from the registration list. If such individuals reregister pursuant to the provisions of this Section, they shall maintain their previous position on such list.

6 - Individuals shall be eliminated from the registration list for the following reasons:

a - Dispatched to the job and hired - except that any individual who is rejected

by the individual employer shall retain his position on said list.

b - Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he reregisters.

c - Any individual dispatched to a job and who reports for work in an intoxicated condition thereby being unfit for work shall be placed at the bottom of the list provided he reregisters.

7 - No individual who is rejected by the individual employer shall be rereferred to such individual employer with respect to the same request pursuant to which he was initially referred.

J - The order of referral set forth above shall be followed except in cases where individual employers require and call for applicants possessing special skills and abilities in which case the appropriate Local Union shall refer the first applicants possessing such special skills and abilities in the order they appear on the appropriate register.

K - In California, apprentices shall be hired and transferred solely in accordance with the applicable Apprenticeship Standards Agreement approved by the Department of Industrial Relations of the State of California and entered into by the appropriate parties and, in Nevada, they shall be hired and transferred in accordance with the laws of that State. This Section 5 shall not apply to the hiring of apprentices.

L - In the event the referral facilities maintained by the appropriate Local Union are unable to fill the requisition of an individual employer for employees within a forty-eight (48) hour period after such requisition is

made by the individual employer (Saturdays, Sundays and holidays excepted), the individual employer may employ applicants from any source. In such events, the individual employer will notify the appropriate Local Union of the names, addresses, Social Security Account numbers and dates of such hirings. Such notification shall be given promptly but not to exceed twenty-four (24) hours after such hiring (Saturdays, Sundays, and holidays excepted).

M - In the event any job applicant is dissatisfied with his Group classification or his order of referral in that such applicant claims he was not placed in the proper Group set forth above or is aggrieved by the operation of the hiring arrangement or the provisions of this Section, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his complaint arose to an Appellate Tribunal consisting of a representative selected by the Employers and a representative selected by the Union and an impartial Umpire appointed jointly by the Employers and the Union, and the decision of the Appellate Tribunal shall be final and binding.

N - Equal Employment Opportunity - The Employers and the Union recognize they are required by law not to discriminate against any person with regard to employment or union membership because of race, religion, age, color, sex, national origin or ancestry and hereby declare their acceptance and support of such laws. This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship. The Employers and the Union recognize and will implement the Journeyman Recruitment and Trainee Recruitment Orientation Training and Placement program signed June 18, 1970, provided the program continues to be funded

by the United States Department of Labor and other programs agreed upon between the parties to this Agreement approved and funded by the United States Department of Labor.

O - Probationary Member - Terms, conditions and implementation of the Iron Workers Probationary Member Program shall be the responsibility of the International Association, District Council of Iron Workers and the Local Union.

SECTION 6. Work Hours Per Day

A **- Hours of Work** - Eight (8) hours shall constitute a day's work from 7:00 a.m. to 5:00 p.m. from Monday through Friday inclusive. Noon hour may be curtailed by agreement with the workmen on the job and the individual employer or his representative. Change in starting time shall be made by mutual agreement between the individual employer and the Business Agent of the appropriate Local Union; except on jobs where the majority of the Building Trades craftsmen have established an earlier starting time for the job, in which case workmen covered under this Agreement will conform to the earlier time. Notification must be given to the Union.

On jobs where workmen covered by this Agreement are working with Building Trades craftsmen who are working a shorter work day or work week, they shall receive a full day's pay if their work is curtailed because of the other crafts leaving the job.

An individual employer may start the day shift earlier than 7:00 a.m. but not before 6:00 a.m., providing he notifies the appropriate Local Union of his intention to do so prior to making the change in starting time. An earlier starting time may be established by mutual consent between the Business Agent of the appropriate Local Union and the individual employer.

B-1 - If workmen are required to work continuously for more than four and one-half (4-1/2) hours or five (5) hours when the normal starting time is established before 8:00 a.m. without an opportunity for lunch during the period of a normal shift, they shall receive overtime pay for work after the four and one-half (4-1/2) hours, (or five (5) hours) until opportunity to take time for lunch is afforded and shall thereafter be allowed a reasonable opportunity to eat lunch on the individual employer's time. (Example: 6:00 a.m. starting time - 5 hours; 7:00 a.m. starting time - 5 hours; 8:00 a.m. starting time - 4-1/2 hours.)

B-2 - Rest Periods - Every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her applicable rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to authorize or permit an employee a rest period in accordance with the applicable provisions of this Section the individual employer shall pay the employee one (1) hour of pay at the employee's applicable rate of compensation for each work day that the rest period was not provided. Penalties for violation of this Section shall be in accordance with Wage Order No. 16 of the Industrial Welfare Commission as interpreted by the Department of Industrial Relations.

Nothing in this section confers any right or duty on the Department of Industrial Relations to resolve any dispute or assess any actual penalties for violations of this section. Any dispute regarding the provisions of this Section shall be subject to Section 28 Grievance Procedure of this Agreement.

C - Any employee who completes a shift and is required to work more than two (2) hours overtime at the end of a shift will be permitted a one-half (1/2) hour meal period as follows:

He shall be permitted a one-half (1/2) hour meal period for which he will receive regular overtime pay during which time no work shall be permitted and/or one-half (1/2) hour's pay at the regular overtime rate in lieu thereof.

D - Changes in the work hours per day in special cases may be made to meet special conditions by mutual agreement between the individual employer and the Business

Agent of the appropriate Local Union or the District Council of Iron Workers. This mutual agreement is mandatory without regard to the reason necessitating the change.

E - **Work Day** - When an employee is ordered by the individual employer or his representative to report for work and then through no fault of the employee is not put to work, said employee shall be paid a "show up" expense of $60.00. If an employee is put to work, he shall receive not less than four (4) hours pay at the straight time hourly rate. If an employee works more than four (4) hours but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight time hourly rate. Pay for hours worked beyond the first six (6) hours shall be figured on the basis of actual hours worked. In all cases the employee must remain on the job unless released by the individual employer. On Saturdays, Sundays and holidays, "show up" expense will be computed at the applicable overtime factor.

When an employee quits of his own volition, he shall be paid only for actual hours worked.

Pre-Day Hire - When the employer places an order for workmen during dispatch hours of the appropriate Local Union to report at the start of the next day's shift, (or later), such new hires shall be paid for actual hours worked on their first day of employment.

Same Day Hire - When the individual employer places an order for workmen on the same day the men are dispatched, report for work and start work by 10:00 a.m., (9:00 a.m. on 7:00 a.m. dispatched men) the workmen will be paid for a full day's work of eight (8) hours.

Inclement Weather - An individual employer shall advise an employee before

the end of the shift that the individual employer's work is suspended due to inclement weather. This shall not constitute a lay-off. The employee shall be notified at least two (2) hours in advance of the normal starting time to report back to work. When the employee has no telephone or cannot be reached, the individual employer shall provide a telephone number for the employee to call and receive instructions on reporting to work. In the event the project is shut down due to inclement weather for more than two (2) consecutive work days, the employee will report back to the work site and be put to work or receive his "show up" expense and termination pay.

Workmen will furnish the individual employer with their current telephone number and address.

F - **Shift Work** - When two (2) shifts are employed, the first shift (morning shift) shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, or a proportionate part thereof for the time worked.

When three (3) shifts are employed, the first shift (morning shift) shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, or a proportionate part thereof for the time worked. The third shift shall work seven (7) hours for eight (8) hours pay, or a proportionate part thereof for the time worked.

When two (2) shifts are employed on any job, the second shift shall start not later than 5:00 p.m.

When three (3) shifts are employed on any job, the third shift shall start not later than 12:30 a.m.

The Friday shift ending on Saturday morning will be considered Friday work. The Sunday shift ending on Monday morning will be considered Sunday work.

There shall be no more than three (3) shifts worked in any twenty-four (24) hour period.

On all shift work, the "morning" shift, starting at 8:00 a.m. (or earlier by mutual agreement) shall be considered as the first shift.

No multiple shifts shall be established or started for less than three (3) consecutive work days on each and every shift.

In the event the second and/or third shifts do not work the full three (3) shifts, the individual employer shall pay the workmen the overtime rate on these shifts.

In cases of emergency, multiple shifts may be allowed to operate for less than three (3) days by mutual agreement between the individual employer and the appropriate Local Union Business Agent.

Shift work shall continue until the end of the emergency. The emergency cannot stop on Friday evening and then start again on Monday.

Changes in work hours per day in special cases on shift work may be made to meet special conditions on application to and approval of the Business Agent of the appropriate Local Union or the District Council of Iron Workers. If this special shift starts prior to 12 midnight, the shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, or a proportionate part thereof for the time worked in accordance with Section 6-E. If the special shift starts after 12 midnight, the shift shall work seven (7) hours for eight (8) hours

pay, or a proportionate part thereof for the time worked in accordance with Section 6-E. Any work prior to or after the special shift period shall be at the appropriate overtime rate as set forth in Section 7-A.

G - **Holidays** - Holidays to be recognized as overtime days will be:

Northern California - New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

Northern Nevada - New Year's Day, Admission Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

Southern California and Southern Nevada - New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

No work shall be performed on Labor Day except to save life and property.

The above holidays shall be observed on the dates designated by the State of California and/or the State of Nevada or by Federal law.

If any of the above listed holidays falls on a Sunday, the Monday following shall be observed as a holiday.

The geographic demarcation line for holidays shall be on the same basis as provided in Northern and Southern California Master Labor Agreements with other basic crafts.

Northern California refers to the forty-six counties north of San Luis Obispo and Kern Counties. Southern California refers to the twelve counties south of and including San Luis Obispo and Kern Counties and also including Inyo and Mono Counties.

H - **Special Project Conditions** - When workmen covered by this Agreement are working with other Building Trades crafts on steel mills, chemical plants, refineries, steam plants, mining facilities, cement plants, offshore facilities, or remote projects (those which cover vast geographic areas and where suitable living conditions are not available within thirty-five (35) miles of the job), they shall be allowed to be off the individual employer's property or job site by the end of the work shift when any craft which is working on such project at the same time is so allowed.

If a workman covered by this Agreement is required to walk, ride or travel in any way into, on or through the property of an individual employer or owner on the above mentioned projects, he shall be covered by all applicable insurance.

I - **Emergencies** - When an individual employer considers it necessary to shut down a job or project to avoid possible loss of human life because of an emergency situation that could endanger the life and safety of employees, in such cases the individual employer agrees that "show up" expense will be paid as well as subsistence if due. All other hours will be compensated on the basis of actual hours worked.

SECTION 7. Wage Rates and Other Remuneration

†A - **Wage Rates** - The minimum hourly wage rates shall apply as follows:

Effective	*Reinforcing, Structural and Ornamental	*Fence Erector
†July 1, 2007	$30.51	$29.62
†July 1, 2008	Wage increase will be allocated prior to 7-1-08.	
†July 1, 2009	Wage increase will be allocated prior to 7-1-09.	

Effective July 1, 2007 a total monetary increase of $2.00 per hour was allocated by the Union to wages and/or trust fund contributions.

Effective July 1, 2008 a total monetary increase of $2.62½ per hour will be allocated by the Union to wages and/or trust fund contributions.

Effective July 1, 2009 a total monetary increase of $2.75 per hour will be allocated by the Union to wages and/or trust fund contributions.

The Union agrees to an Advisory committee to be appointed by the CIEC to make recommendations to the Union on allocations.

Overtime - Time and one-half shall be paid for the first two (2) hours worked in excess of eight (8) hours on any regular work day Monday through Friday. Time and one-half shall be paid for the first eight (8) hours worked on Saturday and double time shall be paid for all hours worked in excess of eight (8) hours. All other overtime worked, including Sundays and holidays, shall be paid at the double time rate. Overtime pay shall be computed by not less than half-hour increments. No work shall be performed on Labor Day except to save life and property.

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*To the above rates the Vacation contribution is to be added for figuring gross wages for tax purposes.

† See page 83 for total wage and fringe benefit package.

Foremen - Effective July 1, 2003, Foremen shall be paid not less than 10% more than the regular hourly rate of the highest journeyman Iron Worker classification over which they have supervision.

When two (2) or more Iron Workers are employed, one (1) shall be selected by the individual employer to act as Foreman and shall receive a Foreman's wages.

B - **Parking Fees** - In congested areas the individual employer shall provide, or pay for, parking facilities for workmen where free parking is not available within three (3) standard blocks of the job. Bona fide validated parking tickets must be submitted to the individual employer.

San Francisco (including Yerba Buena Island) - Due to the unique parking and congestion problems common in San Francisco, each Iron Worker working in the City of San Francisco, as defined below, shall receive $8.00 per day as a Congestion Zone Fee. The Congestion Zone Fee shall be considered travel pay and shall not be paid on days where show-up expense is paid. The City of San Francisco is defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island. The Congestion Zone Fee became effective July 1, 1999. All projects bid prior to July 1, 1999 were excluded.

The first phase of the San Francisco Bay Bridge Retrofit Project shall be excluded unless bid after January 1, 2000.

The Congestion Zone Fee will not apply to work performed in a permanent yard relative to loading and unloading company equipment.

Effective January 1, 2002, the following counties shall be added to the Congestion Zone Fee: Santa Clara, Alameda and San Mateo. The Congestion Zone Fee for these counties shall be $8.00 per day. Jobs bid prior to the effective date shall be excluded.

Effective July 1, 2002, the Congestion Zone Fee for the City and County of San Francisco only shall be $10.00 per day. Jobs bid prior to January 1, 2002 shall be excluded.

Effective July 1, 2003, the Congestion Zone Fee for the City and County of San Francisco only shall be $12.00 per day. Jobs bid prior to January 1, 2002 shall be excluded.

C - **Journeyman Retraining Stipend** - The employer shall pay as an incentive for voluntary journeyman retraining a stipend of $50.00 for a half day and $100.00 for a full day. The stipend will be paid for attending and completing the training session. A certificate of completion will be required for reimbursement.

D - **Tolls** - The individual employer shall pay all bridge and ferry tolls. Bona fide validated receipts must be submitted to the individual employer.

E - **Election Day** - Time will be allowed to vote in accordance with the provisions of the applicable California or Nevada Election Code.

SECTION 8. Pay Day

The regular pay day shall be once a week on such day agreed upon between the individual employer and the appropriate Local Union. Wages shall be paid before quitting time on the job, in cash, by check or other legal tender. When requested by the Union, an individual employer will make arrangements with a local bank to cash the workmen's pay check. Individual employers may withhold where necessary a reasonable amount of wages but not to exceed the provisions contained in the Labor Code of the State of California, or Nevada when applicable, to enable them to prepare the payroll. If pay day falls on a holiday, the workmen shall be paid the day preceding the holiday.

When workmen are laid off, or discharged, they shall be laid off or discharged at the site of construction and paid in full in cash, by check or other legal tender immediately and, if required to go to some other point or to the office of the individual employer, the workmen shall be paid for time required to go to such places.

An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours or be paid prior to leaving the job or project.

Any undue delay or loss of time caused the workmen through no fault of their own shall be paid for at the regular straight time wages by the individual employer causing such delay.

Accompanying each payment of wages shall be a separate statement identifying the individual employer, showing the total earnings, the amount of each deduction, the purposes thereof and net earnings.

If workmen are not paid by their individual employer during the usual working hours, they shall receive the applicable overtime rate for all time after the regular working hours that they are required by the individual employer to remain on the job site on such regular pay day. If workmen are not required to remain on the job site on the regular pay day they shall receive four (4) hours pay at the appropriate overtime rate. Workmen, who through no fault of their own, are not paid on the regular pay day shall be paid waiting time for each hour of time they are required to wait on the next and each succeeding day at the regular straight time hourly rate, not to exceed eight (8) hours per day. Where an employee is still employed by the individual employer, waiting time shall be in addition to the employee's regular hourly rate.

SECTION 9. Expenses Out of Town

A - **Subsistence Pay** - Where a job is located 50 miles or more from the City Hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bishop, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura and El Centro of the State of California, and Reno and Las Vegas of the State of Nevada, a workman will be compensated per scheduled work day for the job, depending on the bona fide residence of the workman. Subsistence pay is determined by ascertaining the workman's bona fide residence and the city hall enumerated above which is the closest to that residence. If the job is more than 50 miles from that city hall, subsistence is owed as follows:

Fifty (50) miles to sixty (60) miles $10.00
Sixty (60) miles to seventy-five (75) miles. $20.00
Seventy-five (75) miles to one hundred (100) miles. $25.00
One hundred (100) miles and over $75.00

If a workman chooses to relocate to another geographic jurisdiction more than 50 miles from his primary residence with the intent to work continuously within that new jurisdiction, subsistence pay will be determined by the alternate residence that the worker is residing in while performing the work.

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

When an out-of-town job is of one day's duration, a workman shall be paid travel reimbursement to and from the job. He shall not, in addition, be paid subsistence.

B - **Federal Installations:**

1 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars ($3.00) per hour for all work performed;

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars and fifty cents ($4.50) per hour for all work performed;

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by six dollars ($6.00) per hour for all work performed at the following locations:

China Lake Naval Test Station
Chocolate Mountains Naval Reserve - Niland
Edwards Air Force Base
Fort Irwin Military Station
Fort Irwin Training Center - Goldstone
San Clemente Island
San Nicholas Island
Susanville Federal Prison

29 Palms - Marine Corps
U.S. Marine Base - Barstow
U.S. Naval Air Facility - Sealey
Vandenberg Air Force Base

2 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars ($2.00) per hour for all work performed;

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars ($3.00) per hour for all work performed;

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars ($4.00) per hour for all work performed at the following locations:

Army Defense Language Institute - Monterey
Fallon Air Base
Naval Post Graduate School - Monterey
Yermo Marine Corps Logistics Center

3 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar ($1.00) per hour for all work performed;

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar and fifty cents ($1.50) per hour for all work performed;

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars ($2.00) per hour for all work performed at the following locations:

Port Hueneme
Port Mugu
United States Coast Guard Station - Two Rock

C - **Travel Expense to Whom Due** - When an individual employer hires workmen for a job more than 50 miles away from the City Hall in those cities listed in Paragraph A, the workmen shall be paid travel reimbursement and subsistence, in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The individual employer shall pay bridge, ferry and toll road fares.

D - **Travel Reimbursement** - Travel reimbursement will be paid by the individual employer as follows:

Sixty (60) miles to seventy-five (75) miles. $25.00
Seventy-five (75) miles to one hundred (100) miles . . . $50.00
One hundred (100) miles and over $60.00
Each additional fifty (50) miles $25.00

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

Such payments shall be based on travel from the City Hall in those cities listed in Paragraph A. The workmen shall be paid a travel reimbursement at the beginning and completion of the job. This reimbursement is in addition to subsistence as provided in this Agreement.

E - **Company Transportation** - When safe company transportation with proper protection from the elements is provided, workmen will be paid travel reimbursement.

F - **Travel Reimbursement, Job Not Continuous** - If any individual employer orders the same workmen to and from the same job more than once when the job

is not continuous, workmen shall be paid travel reimbursement to and from the job for each round trip except where the break in continuous employment on the job is caused by Saturdays, Sundays, holidays or weather conditions or if the workmen are provided transportation at no cost to the workmen.

G - **Travel Reimbursement When Due** - Travel reimbursement will be paid on the first pay day after the workman starts to work. Travel reimbursement for the return trip will be paid at the conclusion of the job. Subsistence payments will be made each regular pay day. Any workman who quits voluntarily before he has worked ten (10) days or who is discharged with just and sufficient cause prior to completion of the job, will not be entitled to return travel reimbursement.

On jobs of five (5) or more days duration, travel reimbursement will not be paid either way if a workman quits voluntarily before he has worked five (5) days or shifts.

H - **Expense Pay Each Day's Work** - Workmen eligible for subsistence shall be paid a single day's subsistence for any working day, whether more or less than eight (8) hours, or for work on Saturday, Sunday, or a holiday. No workman shall receive more than a single day's subsistence from a single individual employer for any one day worked.

I - **Adjacent Job Sites** - When workmen are transferred from one individual employer to another, without loss of time on same job or on an adjacent job, the original individual employer will not be required to pay the return travel reimbursement but the final individual employer will be required to pay the return travel reimbursement. The individual employer will notify the appropriate Local Union giving the names and Social Security Account numbers of workmen so transferred.

J - **"Show Up Expense"** - On jobs located outside the free zones, workmen who report for work and for whom no work is provided shall be paid a "show up" expense of $60.00 in addition to subsistence Mondays through Fridays. On Saturdays, Sundays and holidays "show up" expense will be based on the applicable overtime factor; provided that, to qualify for "show up" expense on any day the workman must remain at the job site for two (2) hours, available for work, unless released by the individual employer or his representative.

If a workman is put to work he will be paid in accordance with Section 6-E.

Note: The intent of both parties is that "show up" expense shall not be paid when the workman appears for work in an unfit condition or without proper tools or qualifications.

SECTION 10. Apprentices

†A - Apprentices shall be paid the following percentages for the classification of work in which they are engaged:

Effective July 1, 2004, for Structural, Ornamental, Reinforcing and Fence Erector apprentices who are under a four (4) year term of apprenticeship for apprentices who are indentured after July 1, 2004:

First six months	50%
Second six months	55%
Third six months	60%
Fourth six months	65%
Fifth six months	75%
Sixth six months	80%
Seventh six months	90%
Eighth six months	95%

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† See page 83 for appropriate wage rates

Apprenticeship, IMPACT, Vacation, Welfare and Workers' Compensation Trust Fund Contributions will be paid on first through eighth period apprentices. Welfare Plan contribution rate for 1st period apprentices shall be $5.50 per hour for each hour paid for and/or worked.

Administrative Trust and LMCT contributions will be paid on second through eighth period apprentices.

Annuity Fund contributions are not paid on first through third period apprentices.

Fifty per cent (50%) of the Annuity Fund contribution will be made for fourth through sixth period apprentices. One hundred per cent (100%) of the Annuity Fund contribution will be paid for seventh and eighth period apprentices.

Effective July 1, 2007 Pension Plan contributions on apprentices will be paid a percentage of the journeyman rate as follows:

Third through Fifth. 22%
Sixth 48%
Seventh and Eighth. 84%

However, all apprentices will receive full pension credits for all hours worked.

B - Semiannually the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Program will publish a list of all active apprentices in the State of California and vicinity showing their names, Social Security Account numbers and current pay classifications. The Program will publish a monthly update to this list to aid the Employers in payroll preparation.

To knowingly pay an apprentice above the published pay period without written

approval of the appropriate Local Joint Apprenticeship Training Committee may result in the revocation of the individual employer's privilege to train apprentices.

C - When an individual employer has five (5) journeymen Iron Workers employed, excluding Foreman and supervisory employees, the sixth person employed shall be an indentured apprentice. An individual employer may hire indentured apprentices at a ratio of four (4) journeymen Iron Workers to one (1) indentured apprentice. The ratio of journeymen to indentured apprentice may be adjusted by mutual agreement between the employer and the appropriate Local Union Business Agent and/or the General Executive Board.

C-1 - On ornamental and miscellaneous iron work which is normally performed by 2 iron workers, 1 may be an apprentice.

D - Any apprentice who has been cancelled from the Apprenticeship Training Program (and has not been readmitted by action of the Joint Apprenticeship Committee) or who has dropped out of the Program shall not be permitted to register for employment or to enter the Apprenticeship Program of any Local Union covered by this Agreement; such person may not be dispatched as a journeyman.

E - Employers signatory to this Agreement shall be bound by the current approved Local Apprenticeship Standards.

F - **Apprenticeship Training and Journeyman Retraining Contribution** -

The California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund created by the Agreement and Declaration of Trust dated August 12, 1959, as amended, is continued in existence.

Effective July 1, 2007 a contribution of sixty-two cents ($.62) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust establishing that Fund and the provisions of the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund adopted and amended by the Board of Trustees.

It is agreed this Trust will continue to be administered jointly.

SECTION 11. Vacation Plan

The California Field Iron Workers Vacation Trust Fund created by the Agreement and Declaration of Trust dated August 16, 1959 is continued in existence.

Effective July 1, 2007 a contribution of three dollars and fifty eight cents ($3.58) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Vacation Trust Fund.

These contributions will be subject to and entitled to the benefits of all the provisions of the Agreement and Declaration of Trust establishing that Trust and the provisions of the Vacation Plan adopted by the Board of Trustees.

It is understood said Vacation Plan shall continue to be administered pursuant to that Trust Agreement.

SECTION 12A. Welfare Plan

The California Iron Workers Field Welfare Plan created by the Agreement and Declaration of Trust dated March 1, 1953 is continued in existence.

Effective July 1, 2007 a contribution of seven dollars and twenty seven cents ($7.27) per hour for each hour paid for and/or worked will be made to the California Iron Workers Field Welfare Plan.

These contributions will be subject to and entitled to the benefits of all the provisions of the Agreement and Declaration of Trust dated as of March 1, 1953 establishing that Plan and the provisions of the California Iron Workers Field Welfare Plan adopted by the Board of Trustees.

It is understood said Welfare Plan shall continue to be administered pursuant to that Trust Agreement.

In the event a State or National Health Insurance law becomes effective under which the parties to this Agreement are required or choose to participate, both parties agree to meet and discuss appropriate courses of action regarding continuation of all, none or part of the then existing welfare plan. In such discussions the parties shall consider the benefits provided under the existing plan and the costs thereof; the benefits of the state or federal insurance program and the costs thereof; the methods of financing such state or federal program including employer payments, employee payments, taxes and various combinations thereof. In the event the parties cannot resolve this issue the matter shall be decided by an independent arbitrator who shall be limited to deciding the "equity" of the question. It will be a violation of this Agreement if either party engages in a strike or lockout over this issue.

SECTION 13. Pension Plan

The California Iron Workers Field Pension Trust created by the Agreement and the Declaration of Trust dated as of August 16, 1958 is continued in existence.

Effective July 1, 2007 a contribution of six dollars and twenty one and one half cents ($6.21½) per hour for each hour paid for and/or worked will be made to the California Iron Workers Field Pension Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of the Trust dated as of August 16, 1958 establishing that Trust and the provisions of the California Iron Workers Field Pension Trust adopted by the Board of Trustees.

It is understood said Pension Trust shall continue to be administered pursuant to that Trust Agreement.

SECTION 14A. Administrative Fund

The California Field Iron Workers Administrative Trust created by the Agreement and Declaration of Trust dated August 16, 1971 is continued in existence.

Effective July 1, 1998 a contribution of three cents ($.03) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Administrative Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust dated as of August 16, 1971 establishing that Trust and the provisions of the California Field Iron Workers Administrative Trust adopted by the Board of Trustees.

It is understood said Administrative Trust shall continue to be administered pursuant to that Trust Agreement and the Memorandum of Understanding dated April 10, 1974.

SECTION 14B. Labor Management Cooperative Trust

The California Field Iron Workers Labor Management Cooperative Trust Fund created by the Agreement and Declaration of Trust established July 1, 1992 is continued in existence.

Effective July 1, 2007 a contribution of twenty-six cents ($.26) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Labor Management Cooperative Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust dated as of July 1, 1992 establishing that Trust and the provisions of the California Field Iron Workers Labor Management Cooperative Trust adopted by the Board of Trustees.

It is understood said Labor Management Cooperative Trust shall continue to be administered pursuant to that Trust Agreement.

The California Field Iron Workers Labor Management Cooperative Trust will be used solely for the purposes permitted by the Labor Management Cooperation Act of 1978, including but not limited to encouragement of further Labor/Management cooperation, employment opportunities in the Field Iron Worker Industry, conducting wage surveys to establish prevailing wage rates, Market Preservation Programs and contract compliance, supplying upcoming job and industry information, preparation and dissemination of information to the parties to this Agreement for mutual understanding and cooperation and other lawful and appropriate purposes.

SECTION 14C. Ironworker Management Progressive Action Cooperative Trust (IMPACT)

The Ironworker Management Progressive Action Cooperative Trust (IMPACT) is a joint Labor Management Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and Legislative Initiatives.

Effective July 1, 2007, a contribution of twenty cents ($.20) per hour for each hour paid for and/or worked will be made to the Ironworker Management Progressive Action Cooperative Trust. This contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions.

SECTION 15. Supplemental Dues

Effective for all work performed on and after July 1, 2001 it is agreed that upon authorization as required by law, the amount of seventy five and one half cents ($.75½) per hour for each hour paid for and/or worked shall be deducted by the California Field Iron Workers Vacation Trust Fund from the Vacation Benefit of each workman and remitted directly by the California Field Iron Workers Vacation Trust Fund to the Union. The amount of the deduction shall be specified on the statement transmitted to the

workman by the California Field Iron Workers Vacation Trust Fund which remittance shall be made to the Union not less than four (4) times per year. The term "Union" as used in this Section shall mean the District Council of Iron Workers of the State of California and Vicinity.

SECTION 16. Annuity Fund

The California and Vicinity Field Iron Workers Annuity Trust Fund created by the Agreement and Declaration of Trust dated July 1, 1978 is continued in existence.

Effective July 1, 2007 a contribution of three dollars and twenty three cents ($3.23) per hour for each hour paid for and/or worked will be made to the California and Vicinity Field Iron Workers Annuity Trust Fund.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust made as of the 1st day of July, 1978 establishing that Trust and the provisions of the California and Vicinity Field Iron Workers Annuity Trust Fund adopted by the Board of Trustees.

It is understood said Annuity Fund shall continue to be administered pursuant to that Trust Agreement.

SECTION 17. Shipping

Workmen shipped by shipping letter into or out of the jurisdiction of the area covered by this Agreement shall receive transportation, travel reimbursement and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Workmen shipped to a job and not put to work weather permitting, or, the job is not ready for them to go to work, shall be paid the regular wage

rate for such time or such workmen shall be shipped back to the shipping point with travel reimbursement and transportation paid by the individual employer.

SECTION 18. Double Jobs

No workman will be permitted to receive wages for more than one job at the same time.

SECTION 19. Pre Job Conference

It is agreed there will be a pre job conference at least one week prior to the start of any job or project at the option of either party where the agreed or estimated cost of the prime contract is One Million Dollars ($1,000,000) or more. In the event no pre job conference is held, the contractor, upon request in writing, will advise the appropriate Local Union or Local Building Trades in writing of the start of a job at least one week prior to commencement of said job.

SECTION 20. Application to Subcontractors

A - The terms and conditions of this Agreement insofar as it affects the Employers and any individual employer shall apply equally to any Subcontractor under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement and said Subcontractor with respect to such work shall be considered the same as an individual employer covered hereby.

B - Subject to the provisions of this Section and any other Section of this Agreement applicable to Subcontractors, if an individual employer shall subcontract work covered by this Agreement, such subcontract shall state that such Subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

C - A Subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any individual employer, or a Subcontractor of the Employer, or any individual employer, to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

D - It is the intent of the parties hereto that the provisions of this Section are to be interpreted and applied solely in accordance with the law and it is not intended to expand or modify existing law.

E - The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to Section 8 (A)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law.

F - Notwithstanding any other provision of this Agreement or any Memorandum Agreement, the provisions of this Subcontractor's clause may not be enforced, directly or indirectly by strike action.

G - Each individual employer shall give the Union or Local Unions written notice of any subcontract involving performance of work covered by this Agreement, which notice shall specify the name and address of the Subcontractor and job. Such notice shall be given not less than five (5) days prior to the commencement of work.

H - Provided a notice has been given under Subsection G, the liability of an individual employer under Section 20 shall be limited:

1 - to the unpaid wages and trust fund contributions with respect to the work subject to the subcontract; providing, however, that the individual employer's obligation for unpaid wages and trust fund contributions under this Subsection H-1 shall be for not more than seventy-five (75) calendar days prior to the date the individual employer is notified of the default;

2 - as to any claim violation of the hiring hall provisions of the Agreement, not to exceed five (5) days pay and trust fund contributions for each person who would have been dispatched if the hiring hall violation had not occurred.

I - In no event shall this Section 20 be or become or be construed as the basis for any jurisdictional claim.

SECTION 21. Letters of Evidence/ Prevailing Wage Surveys

A - Letters of Evidence - When requested in writing, Employers who are parties to this Agreement will furnish the District Council of Iron Workers of the State of California and Vicinity or any of its affiliated Local Unions signed letters on the letterhead of the individual employer, stating they have employed Iron Workers on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual employer has performed with Iron Workers.

B - Prevailing Wage Surveys - In order to maintain the market share of work and to further the best interests of the ironworking industry, the form entitled "Report Of Construction Contractor's Wage Rates"

shall be completed by the Employer and forwarded to the Trust Funds office, for each job completed. This form shall be submitted for each job completed regardless of whether or not the job is a private or public work.

To expedite this procedure a blank form shall be included along with the Employers Monthly Reporting Forms mailed monthly to each employer by the Trust Funds.

SECTION 22. Furnishing Bond, Delinquencies and Audit Program

A - The individual employer performing work covered by this Agreement, prior to the commencing of work under this Agreement, shall post a surety bond, or cash bond in lieu thereof, in the amount of Ten Thousand Dollars ($10,000) to ensure payment of wages and contributions to the Trust Funds specified in this Agreement. Any individual employer who is delinquent on payment of said contributions may be required to furnish an additional bond as determined by the Trust Fund Delinquency Committee.

The Union shall refuse to refer men to and shall withdraw men from any individual employer who has not complied with the provisions of this Section and such refusal and/or withdrawal will not constitute a violation of this Agreement.

B - Individual employer contributions shall be due on the 15th day of the calendar month immediately following the month in which Field Iron Workers were paid and/or worked. Such contributions will be delinquent if not received by the Trust Funds by the 25th day in the month that they are due.

In the event an individual employer has delinquencies in contributions, said individual employer shall be subject to the penalties as provided for and set forth in the current Trust

Agreements and/or as they may be amended. The individual employer acknowledges his awareness of the terms and conditions of the Trust Agreements including the Boards of Trustees' right to recover attorneys fees for collection of such monies and their right to terminate the participation of any individual employer who is repeatedly delinquent.

C - The administration of the bonding provisions shall be in accordance with the California Field Iron Workers Labor Management Cooperative Trust.

D - The parties recognize and agree that the sound administration of the Trust Funds requires that the respective Boards of Trustees shall have the right to have a designated Trust Auditor examine the payroll records of such individual employer to determine whether such individual employer is making full and prompt payment of all sums required to be paid by him or it to the Trusts. If the payroll records of the individual employer appear insufficient for a proper audit, the Executive Director of the California Field Iron Workers Trust Funds, on advice of Counsel, shall direct the examination of additional records to include Federal W-2, 1099 and 1096 Forms, Form 941 (DE-3) Employers Quarterly Tax Returns, Cash Disbursement Journals, Equipment Rental Invoices and cancelled checks requested by the Auditor which are relevant to the enforcement of the Trusts' rights to proper contributions. Each audit shall be limited to the period of time allowed by State and Federal Laws. The results of each such examination shall be confidential and shall be submitted only to the individual employer and the Boards of Trustees, who shall use the same solely for the purpose of administering the Trusts. In the event of a dispute or refusal of any individual employer to permit an examination of any of the specified records, the Trust Auditor shall

report the matter to the Executive Director of the California Field Iron Workers Trust Funds, who shall act on behalf of the Trust Funds to resolve the matter, on advice of Counsel if he deems it appropriate.

In the event the audit produces no findings of fringe benefits due to the Trust Funds, or where the findings reasonably appear to have been the result of clerical error or omission, the cost of the audit shall be borne by the Trust Funds. In other instances where the audit discloses the individual employer has failed to correctly report and pay contributions in accordance with this Agreement and the Trust Agreements for reasons other than clerical error or omission, the individual employer shall be liable for an hourly charge for the audit, the unpaid fringe benefits, liquidated damages, the Trust Funds reasonable attorney fees and any other costs of collection.

E - Except where limited by statute, the parties agree that any suit which seeks to enforce the provisions of the Trust Agreements shall be brought in the County of Los Angeles, State of California.

SECTION 23. Injured Workmen

A - When a workman is injured to the extent of being unable to work for the balance of the day, he will be paid for the full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

B - Workmen injured on the job who are still employed and who are advised by the attending physician to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.

SECTION 24. Basic Provisions

A - **Welder's Certification** - Any individual employer requiring Welders to have certification papers other than City certification, shall be responsible for all expenses of taking such test when that test is taken at the request of the individual employer. The individual employer shall furnish the welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

B - **Tools** - Workmen shall furnish for their own use all necessary hand tools to enable them to effectively install all work. Tools broken on the job such as drills, taps, hacksaw blades, etc., shall be replaced by the individual employer. Employees shall exercise reasonable judgement in the care and protection of employer's tools.

All necessary workmen's tools and clothing stored in an individual employer's shed or tool box stolen or destroyed by fire, flood, or other means, will be replaced at the individual employer's expense upon notification and presentation of a statement of loss to the individual employer or his representative. Prior to starting work, the individual employer may require the workman to supply a list of his tools to be protected by this Subsection.

C - **Coverage** - All work performed in the individual employer's warehouses, shops, or yards, which have been particularly provided or set up on the project job site to handle work in connection with the job or project covered by the terms of this Agreement, shall be subject to the terms and conditions of this Agreement.

D - **Drinking Water** - The individual employer shall furnish fresh drinking water daily (with ice when needed) and paper cups

at all times. Water will be located in close proximity to working area and be easily accessible.

E - **Clothes Replacement** - Workmen required to work in any area where they are exposed to acids, caustics or any similar substances, which would cause damage to their clothing, shoes, gloves or tools, shall be provided protective clothing and equipment by the individual employer. Change time shall be done on the individual employer's time. If their clothing, gloves, shoes or tools are damaged, such items will be replaced by the individual employer.

F - **Clothes Room** - Each job of sufficient size and length to justify same shall be provided with a clean shed or room for the employees to change their clothes and keep their tools. When necessary, lights and heaters will be provided.

G - **Piecework** - Workmen will not contract, subcontract, work piecework or work for less than the scale of wages established by this Agreement. No individual employer shall offer and/or pay, and the workman will not accept, a bonus based on specific performance on any individual job.

H - **Furnishing Equipment** - Workmen covered by this Agreement shall not be required as a condition of employment to furnish, lease or loan, trucks or equipment, including welding machines, burning torches, etc.

I - **Work Limitation** - There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

J - **Iron Workers Required on Structural Steel Erection** - No less than six (6) men and

a Foreman shall be employed around any guy or stiff leg derrick and, on all mobile or power-operated rigs of any description, no less than four (4) men and a Foreman shall be employed.

This Section 24-J shall be applied in accordance with International Circular Letter No. 568 dated July 26, 1951, a copy of which will be found on pages 80 and 81.

This Subsection J may be modified by mutual agreement between the parties.

K - **Riveting Gangs** - Riveting gangs shall be composed of not less than four (4) men at all times. The individual employer may require Heaters to have their fires going ready to furnish hot rivets at the regular starting time but in such event, the Heaters shall be paid the applicable overtime rate for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Foreman to fill in temporarily in the gang.

This Subsection K may be modified by mutual agreement between the parties.

L - **Iron Workers Required on Precast Concrete Erection** - No less than two (2) men and a Foreman shall be employed on all mobile or power-operated rigs of any description when erecting precast concrete wall panels, beams, girders, columns, tiltup slabs and other precast concrete members.

This Subsection L may be modified by mutual agreement between the parties.

M - **Physical Examinations** - Employees shall not be prevented from securing employment as a result of physical examinations, except in cases of physical examinations required by City, State, Federal Government or Civil Service Rules. Where an individual employer requires a physical examination of a workman as a condition of employment, the individual employer will pay for the cost of the examination and will pay the workman at his straight time hourly rate for time spent taking such examination.

N - 1 - **Compensation Insurance** - The individual employer must at all times provide Workers' Compensation Insurance and proof of same must be furnished to the Union when requested.

N-2-**Iron Workers Negotiated Workers' Compensation Program** - The Ironworkers Negotiated Workers' Compensation Program created by the Addendum to the Master Collective Bargaining Agreement, dated February 6, 2003 and as thereafter may be amended, is continued in existence. The Ironworkers Negotiated Workers' Compensation Program Trust created by the Agreement and Declaration of Trust dated January 15, 2003 is continued in existence. Effective July 1, 2007 a contribution of two cents ($.02) per hour for each hour paid for and/or worked will be made t the Ironworkers Negotiated Workers' Compensation Program.

O - **Senior Employees** - It is agreed by the parties hereto there shall be no discrimination as to job opportunities due to the age of the workmen.

P - **Man Lifts** - Construction elevators for hoisting men shall be provided, operated and maintained on or in buildings or structures forty-eight (48) feet or more down and/or sixty

(60) feet or more in height in compliance with the Construction Safety Orders of the State of California or same Orders for the State of Nevada as applicable.

On buildings or structures where elevators or man-lifts are provided, the elevator where reasonable and practical must be operative not less than three (3) floors beneath the derrick floor or main work areas at all times and be equipped with suitable communication or call system in the event of an emergency.

Q - **Iron Workers Required on Window Wall or Curtain Wall Erection** - All installation of window wall or curtain wall shall be performed by workmen covered by this Agreement. The provisions of the Subcontractor clause will be fully applicable to this Subsection.

R - **Substance Abuse and Recovery Program** - The following Drug And Alcohol Abuse Prevention And Detection Program will be replaced with IMPACT Drug and Alcohol Testing Program, effective January 1, 2008. Effective January 1, 2009, or sooner by mutual agreement between Labor and Management, the program will be mandatory for all Employers. IMPACT shall pay for the initail test. Employer to pay fixed stipend of $35.00 for any of its employees who take and pass a random or annual test. Employer to pay employee actual time for job site random test.

The parties recognize the problems that substance abuse can create. Accordingly, the parties have established a substance abuse program to deal with problems from both a safety and productivity point of view as well as recognizing the individual rights and well being of each employee. Any program implemented must be in compliance with all applicable federal and state laws.

DRUG AND ALCOHOL ABUSE
PREVENTION AND DETECTION PROGRAM

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual employers may require applicants or employees to undergo drug and alcohol testing. The parties agree that if a testing program is implemented by an individual employer, the following items have been agreed upon by Labor and Management and will apply to all jobs and employees of the participating Employer. The Testing Program must be implemented consistently.

1. It is understood that the use, possession, being under the influence of, transfer or sale of illegal drugs, narcotics, or other unlawful substances or alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Master Labor Agreement.

2-a. No Employer may implement a drug and alcohol testing program unless written notice is given to the Union. Said notice shall be addressed to the applicable Local Union and shall be delivered in person or by registered mail before implementing any testing program. A copy of said notice shall be sent to the District Council office, the Medical Review Officer, and the California Ironworkers Employers Council (CIEC). The notice shall be in the form of the sample letter set forth at the end of this section of the Master Labor Agreement.

2-b. No other Drug and Alcohol Policy shall be used except where required by Federal, State, Government Agency, Client requirements or as part of an ongoing rehabilitation program.

3-a. All applicants, current employees, or newly hired employees will undergo a drug and alcohol screen at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol screen test for all the time it takes to undergo the drug and alcohol screen up to a maximum of two hours travel time plus lab time. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. All employees not passing the drug and alcohol screen will be removed from the Employer's payroll. Failure to comply with this provision will subject the Employer to the grievance procedure as set forth in subsection 6 of this Program.

The Employer agrees to pay the cost for administering the drug and alcohol screen.

3-b. Applicants or employees who pass the test shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

4. The following procedure shall apply to all drug and alcohol testing:

a. A pre-employment onsite quick test screen may be utilized by a trained representative of the Employer. This quick test screen shall be a saliva swab screen and if the employee's sample tests positive the employee will then be subject to urine testing meeting the standards described in Section 4b - 4h. If the employee fails this test, he or she will not be paid for their time spent in taking the test. A statement showing the name of the company, name of the job site and address, date, name of the representative responsible for administering the test, the name and social security or membership number of the employee tested, and signed by both the person who administered the test and the job steward shall be mailed to the District Council, Local Union, and the Medical Review Officer. If there is no job steward on the project, or if the job steward is unavailable to sign the statement, another Iron Worker bargaining unit person may sign the statement.

b. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given.

c. The testing, including onsite testing, will be performed to the standards specified by the "National Institute of Drug Abuse" (NIDA) and the "Substance Abuse and Mental Health Association" (SAMHA), now Department of Health and Human Services (DHHS) and only in their certified laboratories. If no NIDA/SAMHA Lab is available, the Employer and the Union will agree on a Lab.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event there is a positive result from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. If an applicant or employee does not pass the test, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NIDA/SAMHA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has not passed the test, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who passes the test for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

1. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted system of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the Iron Workers bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

2. An Employer may require that employees involved in an accident resulting in damage to plant, property or equipment or injury to him/herself or others may be tested for drugs and alcohol.

3. Employees who are tested pursuant to the exceptions set forth in paragraphs 1. and 2. above and who do not pass the test will be removed from the Employer's payroll.

h. There will be no random drug and alcohol testing by the signatory Employer except as required by Federal, State Governmental Agency, Client requirements or as part of an ongoing rehabilitation program.

5. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

6. Any grievance or dispute which may arise out of the application ofthis Agreement shall be subject to the grievance and arbitration procedures set forth in the Master Labor Agreement after first being referred to a Medical Review Officer (MRO) in order to protect the rights of the individual while assuring a safe drug free work place. The two parties will mutually agree upon the Medical Review Officer to be selected. The cost will be paid by the Administrative Trust on a case by case basis. Any Employer violating the provisions of Section 24R will be penalized an amount determined by the Board of Adjustments through the Grievance and Arbitration Procedures set forth in Section 29, Grievance Procedures.

7. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the

employee is qualified exists he/she shall be reinstated.

8. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

9. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

10. All apprentices entering the industry shall be screened and tested under the procedures set forth in Subsection 4 of this Section 24R, Substance Abuse and Recovery Program.

11. This shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

SAMPLE LETTER

COMPANY LETTERHEAD

(DATE)

(NAME), Business Manager
Iron Workers Local Union _____
Address
City, State Zip Code

Dear _____:

Please be advised that (COMPANY NAME) elects to implement the Drug and Alcohol Abuse Prevention and Detection Program as set forth in Section 24-R at pages 57-64 of the Iron Workers Master Labor Agreement. This program will be implemented effective (DATE).

If you have any questions, please give me a call.

Very truly yours,

(President's Name)
President

cc: District Council of Iron Workers
California Ironworkers Employers Council
Medical Review Officer

SAMPLE FORM
COMPANY LETTERHEAD

ON SITE QUICK SCREEN
VERIFICATION FORM

_____
NAME OF EMPLOYER

_____
NAME OF THE JOB AND SITE ADDRESS

_____
NAME OF SUPERVISOR ADMINISTERING SCREEN

_____
NAME OF JOB STEWARD

NAME, SOCIAL SECURITY # OR MEMBERSHIP # AND LOCAL UNION APPLICANT SCREENED

	OK	Additional Testing Required
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐
Test Kit # Applicant Name-PRINTED Applicant Signature SSN or Member# Local Union #	☐	☐

_____
Signature Supervisor Administering Screen Date

_____
Signature of Job Steward Date

cc: District Council of Iron Workers
Local Union
Medical Review Officer

S - Waiver of San Francisco Paid Sick Leave Ordinance - To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

SECTION 25. Safety Provisions

A - **Planking Floors** - Working floors must be covered tightly and safely over entire floor except for minimum openings left for ladders. No more than two (2) floors, or a maximum of thirty (30) feet beneath each scaffold shall remain open or uncovered.

On buildings, bridges or other structures erected or dismantled with mobile cranes or by other methods, planking, decking or nets will be provided in accordance with the Construction Safety Orders of the State of California and similar codes in the State of Nevada where applicable.

B - **Stiffening and Supporting Working Load Points** - When iron is landed on the floor or any point of a structure under construction, all connections shall be fitted up fully and tightened and substantial supports provided to sustain safely such added weight. No column shall be left standing in an unsafe manner.

C - **Riding the Load or Load Falls** - No workman shall be permitted to ride the load or load fall except in case of inspection, erection and dismantling of derricks.

D - **1 - Slings** - Steel cable will be used instead of chains or hemp slings. Softeners will be used where necessary.

2 - Steel clamps shall not be used for structural steel erection except where such clamps are designed in accordance with O.S.H.A. regulations. Steel clamps and shake out hooks may be used for loading, unloading, shake out and yarding operations.

E - **Communication System** - Whenever derricks are used for hoisting structural steel or other materials, two-way radio, telephone or other approved signals shall be used unless manual signals are most appropriate.

F - **Protection of Signal Devices** - Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by Iron Workers.

G - **Elevator Shaft Protection** - No workman will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above workmen working shall be planked safely in all elevator shafts.

H - **Isolated Areas** - No Iron Worker will be required or permitted to work in an isolated hazardous area by himself where he may be cut off from immediate assistance in the event of an emergency.

I - **Welding and Burning** - All Welders using automatic or semiautomatic equipment and/or Welders welding continuously, will be provided with filtered air, vacuum pickup system or any other suitable device when welding fumes, smoke and inadequate

ventilation cause a health hazard. Safety equipment consisting of a welding hood, protective leathers and gloves will be issued for the Welder's use and shall be returned to the individual employer upon termination of the employee. No Welder will be required to weld continuously below floor level when a scaffold is not provided.

J - **Floats** - All floats shall be not less than 3' x 6' x 3/4" in size, when possible and practical, and supporting ropes shall be 1" manila rope or the equivalent. The Personal Fall Arrest System must be worn at all times when working on floats.

K - **Overhead Cranes** - When Iron Workers are performing work in or about overhead crane rails and the cranes are actively in operation, one or more Iron Workers shall be provided in a suitable location to serve as safety men for the protection of the workmen.

L - **Tripping Hazard** - All structural members having projections such as studs, etc., will be covered with planking or other suitable covering prior to erection to prevent the possibility of a tripping hazard. Structural steel members which do not have any projection above the flat surface of said members, such as studs, shear connectors, etc., will be excepted.

M - **Safety Equipment** - Iron Workers shall wear hard hats at all times and Personal Fall Arrest Systems when required. Such safety equipment shall be supplied by the individual employer to be returned when the employee is terminated.

N - 1 - **Bar Joists** - Before bar joists can be set in bundles or singly on the supporting beams, the bar joist must be secured by bolting or welding to the supporting beams at

each span center when possible or practical to ensure safety for further placement of joists. The remaining joists must be secured to the supporting beams as they are spread.

2 - **Decking** - Metal decking where used in lieu of wood planking shall be of equivalent strength and shall be laid tightly and secured to prevent movement in accordance with Article 20, Section 7258 of the Cal-O.S.H.A.

O - **Construction Over Water** - When structural steel is being erected for new bridges, or, repair work of a hazardous nature on an existing bridge is being constructed over water, a power boat equipped with life saving equipment will be manned by an Iron Worker while such work is being performed consistent with the intent of Article 13 of the Cal-O.S.H.A.

P - **High Voltage** - When workmen are employed around high voltage on crane hot rails, the power shall be disconnected a safe distance from the nearest workman. Safety warning devices, such as lights, bells, horns or other type warning signals, are to be used. Crane stops are to be secured to crane rails while work is being performed.

Q - **Sky Climber** - Iron Workers working from a sky climber type scaffold shall perform such work in accordance with the California O.S.H.A. or State of Nevada safety orders.

R - **Safety Orders** - The individual employer and the individual employee agree to comply with all applicable safety and health laws, rules and regulations in connection with the Occupational Safety and Health Act (O.S.H.A.) and applicable laws enacted by the States of California and Nevada.

In accordance with the requirements of the Occupational Safety and Health Act of

1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and health standards and rule contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

S - **Ladders** - On multi-story erection, a ladder or other suitable means of access to a semitrailer truck, as determined by the employer, shall be provided.

T - The individual employer shall be solely responsible for the implementation of and responsibility for safety provisions, laws, rules and regulations at the job site.

SECTION 26. Business Agent on Job

The Business Agent of the Union shall be permitted on all jobs but will in no way interfere with the men during working hours unless permission is granted by the individual employer.

On projects under military guard, the individual employer will cooperate as far as regulations will permit.

SECTION 27. Job Steward

A steward shall be a working journeyman Iron Worker, appointed by the Business Agent, who shall, in addition to his work

as a journeyman, be permitted to perform during working hours such of his union duties as can not be performed at other times. The Union agrees such duties shall be performed as expeditiously as possible and the Employers agree that stewards shall be allowed a reasonable amount of time for the performance of such duties. Such duties shall consist of enforcement of the provisions of this Agreement. The steward shall promptly take care of the personal needs (non-medical) of a workman injured on the job without any loss of time and/or pay during his regular scheduled shift on the day the injury occurs. In no event will the work of an individual employer be delayed or interrupted because of the lack of a steward on the job under these circumstances. The Business Agent shall notify the individual employer in writing of the appointment of such steward. The job steward will be notified prior to the time employees are to be laid off. In no event shall an individual employer discriminate against a steward, or lay him off, or discharge him on account of any action taken by him in the proper performance of his union duties. Further, when Iron Workers are laid off, the job steward will be the last man laid off and will be included in all overtime worked, providing he is capable of performing the work in question. On all overtime work and work on Saturdays, Sundays and holidays, the individual employer or his representative shall advise the job steward in advance of such work.

SECTION 28. Grievance Procedure

Boards of Adjustment shall be created for the settlement of disputes, except jurisdictional disputes, which shall be composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employers. Members of a Board of Adjustment shall be affiliated neither with the Local Union or the individual employer involved in the

specific grievance hearing. One of the two representatives selected by the Union shall be the President of the District Council of Iron Workers or his designated representative and the representatives of the individual signatory employers shall be selected by the Employers Association involved. It is agreed all individual employers covered by this Agreement will be represented by one of the Associations and such individual employers shall reimburse the Association selected, actual costs incurred in preparation for such representation. Said Board shall organize within three (3) working days or as soon as practical and shall elect a Chairman and a Secretary and shall adopt rules of procedure which shall bind the contracting parties. Said Board shall have the power to adjust any differences that may arise regarding the meaning and enforcement of this Agreement. Within fifteen (15) days of the time any dispute is referred to it by either party, said Board shall meet to consider such dispute. If the Board cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth member who shall have no business or financial connection with either party. The decisions of said Boards shall be determined by a majority of their members and, pending such decisions, work shall be continued in accordance with the provisions of this Agreement. Any and all expenses incurred by Boards of Adjustment created under this Section 28, including but not limited to the expense of employing a fifth member, shall be borne by the California Field Iron Workers Administrative Trust. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the individual employer or the Local Union involved in writing within fifteen (15) days after the alleged violation is committed. Copies of decisions of the Boards shall be mailed to the individual employer involved in this dispute, the appropriate Association, the California Ironworker Employers Council and the Union.

It is agreed expressly the provisions of Sections 28 and 29 of this Agreement shall not be applicable with respect to the refusal by an individual employer to comply with the provisions of Sections 10-F, 11, 12A, 13, 14A, 14B, 15 and 16 of this Agreement.

SECTION 29. Strikes and Lockouts

A - It is agreed mutually there shall be no strikes authorized by the Union and no lockouts authorized by the Employers, or individual employer, except for the refusal of either party to submit to arbitration, in accordance with Section 28, or failure on the part of either party to carry out the award of the Joint Adjustment Board.

B - Every facility of each of the parties hereto is hereby pledged to overcome immediately any such situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind any picket line established by an International Union affiliated with the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the local Building and Construction Trades Council having jurisdiction over the area in which the job is located after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer involved to his last known address.

SECTION 30. Jurisdictional Disputes

A - The individual employer or his representative agrees to make work assignments consistent with decisions of record, agreements of record and, in the absence of such decisions or agreements of record, based on established trade and area practice.

B - In the event of jurisdictional disputes between Local Unions of the Iron Workers as to the jurisdiction of the work performed by the Contractors and/or Subcontractors and the Unions signatory to this Agreement, this dispute shall be referred to and settled by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. Pending the settlement of any such dispute, the original work assignment made by the individual employer shall remain in effect and the work in question shall proceed without interruption.

C - In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by other unions than those affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, this dispute shall be referred to the International Unions involved for determination by whatever procedures they may adopt and the work shall proceed as assigned by the individual employer until such determination by the International Unions has been made. A decision rendered by said International Unions in any given jurisdictional determination shall be implemented immediately by the individual employer involved.

D - The parties hereto agree there shall be no slow down or stoppage of work and each agrees the decision of the authorities as set forth in this Section 30 shall be final and binding upon them.

SECTION 31. Scope of Agreement

This Agreement contains all the provisions agreed upon by the Employers and Union. Neither the Employers nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Joint Adjustment Board pursuant to Section 28.

SECTION 32. Savings Clause

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect, unless the parts so held invalid are wholly inseparable from the remaining portions of this Agreement. The parties agree if and when any provisions of this Agreement are so rendered or declared invalid they will then promptly enter into negotiations concerning the substance thereof. It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

SECTION 33. Geographic and Market Conditions

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the Industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to

the Agreement during its term as may be necessary to assure the work opportunities of the individual employer and the competitive position of the individual employer.

To that end a Committee consisting of three (3) members appointed by the Employers and three (3) members appointed by the District Council of Iron Workers, one of which will be a representative appointed by the Business Manager from the affected Local Union. The Committee will meet not less than quarterly at a mutually agreed on time and place to review requests from the Union and/or individual employer for relief or other modifications to the Agreement in order to respond to those markets which are shown to be lost or substantially lost to the non-union segment of the Industry.

Any modifications made to the Agreement by the Committee shall be reviewed biannually to determine the effectiveness of the changes. The individual employer and effected Local Union shall be responsible to provide market data in order to determine whether such modifications have been effective.

SECTION 34. Duration and Termination

This Agreement and any amendments thereto made as provided for herein shall remain in full force and effect until midnight June 30, 2010 and, unless written notice be given by either party to the other at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to such date of a desire to change, modify, amend, supplement, renew, extend or terminate this Agreement, it shall continue in full force and effect an additional year thereafter and shall remain in effect from year to year thereafter unless notice is given in writing by either party to the other at least one hundred twenty

(120) days but not more than one hundred fifty (150) days prior to the expiration of such contract year.

Any notice prior to June 30, 2010 or any subsequent anniversary year as provided for in this Section, given by either party to the other, expressing a desire to change, modify, amend, supplement, renew or extend the provisions of this Agreement, shall not have the effect of terminating this Agreement at that time. In the event no agreement is reached by June 30, 2010 or June 30th of any subsequent year, either party may give written notice of intention to terminate the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Pinole, State of California.

For the Union

District Council of Iron Workers of the State of California and Vicinity
Joe Standley

Local Union 118
John Rafter

Local Union 155
Don Savory

Local Union 229
W. N. Stuckey

Local Union 337
Dan Hellevig

Local Union 378
Mark Ferguson

Local Union 416
Hart Keeble

Local Union 433
Doug Williams

For the Employers

The Western Steel Council, Inc.
Michael Newington

The Steel Fabricators Association of Southern California, Inc.
Gary Title

The Associated General Contractors of California, Inc.
Thomas Holsman

San Diego Chapter, Inc., Associated General Contractors of America
James Ryan

Nevada Chapter of the Associated General Contractors of America, Inc.
John Madole, Jr.

Building Industry Association of Southern California, Inc. (formerly Building Industry Association of California, Inc.)
Pam Ackrich

Industrial Contractors, UMIC, Inc.
Michael Vlaming

Association of Construction Employers
Michael Walton

Associated General Contractors, Las Vegas Chapter
Dana Wiggins

Southern California Contractors Association, Inc
Jere E. Mecham

United General Contractors, Inc
Mitchell G. Weiss

Engineering & Utility Contractors Association
Mark Breslin

CIRCULAR LETTER NO. 568

TO ALL AFFILIATED OUTSIDE ERECTION LOCAL UNIONS:

GREETINGS:

Due to the many inquiries received from our affiliated outside erection local unions relative to clarification of Paragraph A, Section 15, Article XVIII-A, which is captioned "General Working Rules of the International Association of Bridge, Structural and Ornamental Iron Workers", it has been decided that this letter of clarification be directed to all outside erection local unions in order to eliminate any future misunderstandings.

Paragraph A of Section 15, Article XVIII-A, states as follows:

"No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The clarification requested deals with the portion of the above quoted section which states as follows:

"On all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The above quoted section provides for the number of men to be used on a guy or stiff leg derrick and on all mobile or power operated rigs when such equipment is used on steel erection. On all other work operations coming under the jurisdiction of this International Association where members of this Association are employed a sufficient number of men will be employed in order that

the work involved can be performed in a safe and expeditious manner. This means that an employer will not be required to use four (4) men and a foreman on work operations not requiring this number of men. It also means that on rigging or unloading operations where more than four men and a foreman are required, such additional members will be employed.

It is of the utmost importance that the officers and members of this International Association exercise good judgment in determining the proper number of members to be used on certain work operations where mobile or power operated rigs are used. The safety of the members employed must be considered as well as the possible overmanning of a specific work operation which, in many instances, has resulted in such work operations being assigned to other crafts and subsequently resulted in jurisdictional disputes.

This letter should be read to the membership of your local union at the next regular meeting and all job stewards must be acquainted with the subject matter contained herein.

Fraternally yours,

J. H. Lyons
General President

J. R. Downs
General Secretary

SCHEDULE
APPRENTICES HOURLY
WAGE RATES
AND
JOURNEYMEN IRON WORKERS
TOTAL HOURLY WAGE &
FRINGE BENEFIT PACKAGE

TOTAL HOURLY WAGE FRINGE BENEFIT PACKAGE FOR JOURNEYMEN IRONWORKERS AND APPRENTICES REINFORCING, STRUCTURAL, ORNAMENTAL

Effective	Wage	Vacation	Annuity	H&W	Pension	Apprent	ADM	LMCT	IMPACT	WCTF	Total
Journeymen											
07/01/07	$30.51	$3.580	$3.23	$7.27	$6.215	$0.62	$0.03	$0.26	$0.20	$0.02	$51.935
Effective	Wage	Vacation	Annuity	Welfare	Pension	Apprent	Admin	LMCT	IMPACT	WCTF	Total
1st Period Apprentice											
07/01/07	$15.26	$3.580	n/a	$5.50	n/a	$0.62	n/a	n/a	$0.20	$0.020	$25.18
2nd Period Apprentice											
07/01/07	$16.78	$3.580	n/a	$7.27	n/a	$0.62	$0.03	$0.26	$0.20	$0.020	$28.76
3rd Period Apprentice											
07/01/07	$18.31	$3.580	n/a	$7.27	$1.37	$0.62	$0.03	$0.26	$0.20	$0.020	$31.66
4th Period Apprentice											
07/01/07	$19.83	$3.580	$1.68	$7.27	$1.37	$0.62	$0.03	$0.26	$0.20	$0.020	$34.86
5th Period Apprentice											
07/01/07	$22.88	$3.580	$1.68	$7.27	$1.37	$0.62	$0.03	$0.26	$0.20	$0.020	$37.91
6th Period Apprentice											
07/01/07	$24.41	$3.580	$1.68	$7.27	$2.98	$0.62	$0.03	$0.26	$0.20	$0.020	$41.05
7th Period Apprentice											
07/01/07	$27.46	$3.580	$3.23	$7.27	$5.22	$0.62	$0.03	$0.26	$0.20	$0.020	$47.89
8th Period Apprentice											
07/01/07	$28.98	$3.580	$3.23	$7.27	$5.22	$0.62	$0.03	$0.26	$0.20	$0.020	$49.41
Effective -	7/1/07 through 6/30/08										
Key -	Apprent = Apprenticeship Fund			Admin = Administrative Trust			LMCT = Labor Managmentment Cooperative Trust				
	IMPACT = Ironworker Management Progressive Action Cooperative Trust						WCTF = Workers Compensation Trust Fund				

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HOURLY WAGE RATES - APPRENTICE IRON WORKERS
INDENTURED AFTER 7-1-04
REINFORCING, STRUCTURAL & ORNAMENTAL APPRENTICES

Effective	1st Period 50%	2nd Period 55%	3rd Period 60%	4th Period 65%	5th Period 75%	6th Period 80%	7th Period 90%	8th Period 95%	Journeyman
7-1-07.	$15.26	$16.78	$18.31	$19.83	$22.88	$24.41	$27.46	$28.98	$30.51

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7-1-08. . . . . .Wage increase will be allocated prior to 7-1-08.

7-1-09. . . . . .Wage increase will be allocated prior to 7-1-09.

FENCE ERECTOR APPRENTICES
INDENTURED AFTER 07-01-04

Effective	1st Period 50%	2nd Period 55%	3rd Period 60%	4th Period 65%	5th Period 75%	6th Period 80%	7th Period 90%	8th Period 95%	Journeyman
7-1-07.	$14.81	$16.29	$17.77	$19.25	$22.22	$23.70	$26.66	$28.14	$29.62

7-1-08. . . . . .Wage increase will be allocated prior to 7-1-08.

7-1-09. . . . . .Wage increase will be allocated prior to 7-1-09.

TOTAL HOURLY WAGE & FRINGE BENEFIT PACKAGE
FOR JOURNEYMEN IRON WORKERS

REINFORCING, STRUCTURAL & ORNAMENTAL

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Appren-ticeship Training	Welfare Plan	Pension Plan	Adminis-trative Fund	Lab Mgt. Coopera-tive Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
7-1-07	$30.51	$3.58	$34.09	$.62	$7.27	$6.21½	$.03	$.26	$3.23	$.20	$.02	$51.93½

7-1-08. . . . . .Total monetary increase of $2.62½ per hour will be allocated prior to 7-1-08.

7-1-09. . . . . .Total monetary increase of $2.75 per hour will be allocated prior to 7-1-09.

FENCE ERECTOR

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Appren-ticeship Training	Welfare Plan	Pension Plan	Adminis-trative Fund	Lab Mgt. Coopera-tive Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
7-1-07	$29.62	$3.58	$33.20	$.62	$7.27	$6.21½	$.03	$.26	$3.23	$.20	$.02	$51.04½

7-1-08. . . . . .Total monetary increase of $2.62½ per hour will be allocated prior to 7-1-08.

7-1-09. . . . . .Total monetary increase of $2.75 per hour will be allocated prior to 7-1-09.

JURISDICTIONAL BOUNDARIES AND GEOGRAPHICAL DESCRIPTIONS

IRON WORKER LOCAL UNIONS

118, SACRAMENTO

155, FRESNO

229, SAN DIEGO

377, SAN FRANCISCO

378, OAKLAND

416, LOS ANGELES

433, LOS ANGELES

IRON WORKERS
LOCAL UNION 377

(415) 285-3880

GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 377

The jurisdiction of Local 377 is bounded on the West by the Pacific Ocean, and on the extreme North by the California-Oregon state line. The easterly boundary of Local 377 is described as a straight line starting at the junction of Highway 199 and the California-Oregon state line and extending south through Wilbur Springs to Highway 20. The boundary line between Locals 377 and 378 then extends westward along Highway 20 to the junction of Highway 20 and Highway 101. From this junction, southward, Highway 101 continues to be the dividing line between 377 and 378 until 101 crosses the San Antonio Creek on the Marin-Sonoma County line. From that point in a southerly direction the dividing line between 377 and 378 divides the Bay and follows the common County lines between (1) Sonoma-Marin Counties, (2) Marin and Contra Costa Counties, (3) San Francisco and Alameda Counties, (4) San Mateo and Alameda Counties, (5) Santa Clara and Alameda Counties, (6) Santa Clara and Stanislaus Counties, (7) Santa Clara and Merced Counties to Pacheco Pass, which is also a point on the straight line between Gonzales and Ceres (See Local 155). It is agreed that Local 377's jurisdiction includes all of Santa Clara County and all work done on Highway 101 between and including Gonzales, California and the California-Oregon state line.

IRON WORKERS
LOCAL UNION 118

(916) 646-6976

GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 118

The southern border of Local 118 is described as a line drawn from Ceres, California on Highway 99 eastward through Chinese Camp, California, thence to Sweetwater Nevada, continuing east on this line to a point which is the easterly limits of the jurisdiction of Locals 118 and 155.

The northern boundary of Local 118 is recognized as the California-Oregon state line. The westerly boundary, of Local 118 starts at the junction of Highway 199 and the California-Oregon state line and extends on a straight line through Wilbur Springs to Highway 20, thence to Vacaville in Solano County, thence to Rio Vista, Solano County thence to Ceres, Stanislaus County where it joins the jurisdictional boundary line of Local Union 155, Fresno, California. It is understood that the Travis Air Force Base will be within the Jurisdiction of Local Union 378 and that the cities of Vacaville, Rio Vista, Manteca, Modesto, and Ceres will be within the jurisdiction of Local 118.

IRON WORKERS
LOCAL UNION 378

(707) 746-6100

GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 378

The northern boundary of Local 378 follows the south side of Highway 20 from Wilbur Springs to the junction of Highway 20 and Highway 101, from that point south Highway 101 is the dividing line between Locals 377 and 378 until Highway 101 crosses San Antonio Creek on the Marin-Sonoma County Line. From that point in a southerly direction the dividing line between 377 and 378 divides the bay and follows the common county lines between (1) Sonoma-Marin Counties, (2) Marin and Contra Costa Counties, (3) San Francisco and Alameda Counties, (4) San Mateo and Alameda Counties, (5) Santa Clara and Alameda Counties, (6) Santa Clara and Stanislaus Counties, (7) Santa Clara and Merced Counties to Pacheco Pass. From Pacheco Pass in a northerly direction and on a straight line to Ceres on Highway 99. The easterly boundary of Local 378 is described as a straight line extending from Wilbur Springs to Vacaville in Solano County thence to Rio Vista, Solano County, thence to Ceres, California where it joins the jurisdictional boundary of Locals 155 and 118.

It is agreed that the Travis Air Force Base, the town of Crows Landing and any work performed on Highway 20 between Wilbur Springs and Highway 101 is within the jurisdiction of Local 378.

IRON WORKERS
LOCAL UNION 155

(559) 251-7388

GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 155

The southernmost bounday will also be the line previously described as the northernmost boundary of Locals 416 and 433. The northern boundary of Local 155 starts on a point on the Pacific Ocean on a straight line drawn through the towns of Gonzales and Ceres, California, thence on a straight line from Ceres through Chinese Camp, California, and thence to Sweetwater, Nevada, thence to a point two miles south of Quartz Mountain Nevada and continuing on this line east to a point which is the easterly limits of the jurisdiction of Locals 155 and 118. It is agreed that the towns of Newman and Keyes are within the Jurisdiction of Local 155. The town of Gonzales is within the jurisdiction of Local 377. The town of Crows Landing is within the jurisdiction of Local 378. The town of Ceres is within the jurisdiction of Local 118.

IRON WORKERS
LOCAL UNION 416
(562) 868-1251

IRON WORKERS
LOCAL UNION 433
(626) 964-2500

GEOGRAPHICAL DESCRIPTION IRON WORKERS LOCAL UNIONS 416 and 433

The southermost boundary to be the same as the northernmost boundary of Local 229.

The northern boundary of Locals 416 and 433 is as follows: a straight line from the Pacific Ocean through the town of Orcutt to Grapevine Station on Highway 99, thence on a straight line to the town of Tehachapi, then on a straight line to the junction of Highway 14 and Highway 395, thence on Highway 14 to Inyo County line, thence northeast through junction of Highway 190 and Highway 127 and Death Valley Junction, thence to Nevada State line, thence continuing east on this line to the easterly limits of the jurisdiction of Local Unions 416 and 433. It is understood the towns of Orcutt, Grapevine, and Tehachapi are in the jurisdiction of Local 155.

Death Valley Junction is within the jurisdiction of Locals 416 and 433. The jurisdiction of Locals 416 and 433 also covers all of Clark County and portions of Lincoln and Nye Counties in Nevada as per letters from General Executive Board. Catalina Island and the Santa Barbara Islands are also within the jurisdiction of Locals 416 and 433.

IRON WORKERS
LOCAL UNION 229

(858) 571-5238

GEOGRAPHICAL DESCRIPTION IRON WORKERS LOCAL UNION 229

The southernmost border to be the Mexican border. The northern boundary of Local 229 and the southern boundary of Local 433 to be described as follows: a line extending from San Clemente on the Pacific Ocean east to northernmost boundary line of San Diego county, thence on a straight line east through the town of Mecca, thence on a straight line through the town of Ripley, California, to the Colorado River. It is further understood that the San Clemente Islands, the towns of San Clemente, Mecca and Ripley are within the jurisdiction of Local 229.

IRONWORKER EMPLOYEES' BENEFIT CORPORATION AND CALIFORNIA FIELD IRONWORKERS TRUST FUNDS

131 North El Molino Avenue
Pasadena, CA 91101
(626) 792-7337
(800) 527-4613

Glen Cline, Executive Director

IRONWORKER EMPLOYEES' BENEFIT CORPORATION BOARD OF DIRECTORS

Union	Management
Joe Standley, Chairman	Nick Lee, Chairman
Dan Hellevig Local Union 377	Charles Krebs Rebar Engineering
Hart Keeble Local Union 416	Dave McEuen California Erectors
Martin Murphy Local Union 75	Michael Newington Western Steel Council
John Rafter Local Union 118	Joel Raschke Paradise Rebar
Emilio Rivera Local Union 378	Michael Vlaming Industrial Contractors
Don Savory Local Union 155	John Ware CMC Steel Fabricators
Bill Stuckey Local Union 229	Daniel Welsh Washington Iron Works
Doug Williams Local Union 433	

PENSION TRUST BOARD OF TRUSTEES

(800) 527-4613

Union	Management
Joe Standley, Chairman District Council	Michael Newington,Chairman Western Steel Council
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Charles Krebs Rebar Engineering
Martin Murphy Local Union 75	Nick Lee AGC of California, Inc.
John Rafter Local Union 118	Dave McEuen California Erectors
Emilio Rivera Local Union 378	Joel Raschke Paradise Rebar
Don Savory Local Union 155	Michael Vlaming Industrial Contractors
Bill Stuckey Local Union 229	John Ware CMC Steel Fabricators
Doug Williams Local Union 433	Daniel Welsh Washington Iron Works

WELFARE TRUST BOARD OF TRUSTEES
(800) 527-4613

Union	Management
Joe Standley, Chairman District Council	Nick Lee, Chairman AGC of California, Inc.
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Charles Krebs Rebar Engineering
Martin Murphy Local Union 75	Dave McEuen California Erectors
John Rafter Local Union 118	Michael Newington Western Steel
Emilio Rivera Local Union 378	Joel Raschke Paradise Rebar
Don Savory Local Union 155	Michael Vlaming Industrial Contractors
Bill Stuckey Local Union 229	John Ware CMC Steel Fabricators
Doug Williams Local Union 433	Daniel Welsh Washington Iron Works

ANNUITY TRUST BOARD OF TRUSTEES
(800) 527-4613

Union	Management
Joe Standley, Chairman District Council	Michael Newington, Chairman Western Steel Council
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Charles Krebs Rebar Engineering
Martin Murphy Local Union 75	Nick Lee AGC of California, Inc.
John Rafter Local Union 118	Dave McEuen California Erectors
Emilio Rivera Local Union 378	Joel Raschke Paradise Rebar
Don Savory Local Union 155	Michael Vlaming Industrial Contractors
Bill Stuckey Local Union 229	John Ware CMC Steel Fabricators
Doug Williams Local Union 433	Daniel Welsh Washington Iron Works

VACATION TRUST BOARD OF TRUSTEES
(800) 527-4613

Union	Management
Doug Williams, Chairman Local Union 433	Dave McEuen, Chairman Calif. Erectors Bay Area
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Charles Krebs Rebar Engineering, Inc.
Martin Murphy Local Union 75	Richard Martini Harris Salinas Rebar Inc.
John Rafter Local Union 118	Michael Newington Western Steel Council
Emilio Rivera Local Union 378	Michael Vlaming Industrial Contractors
Don Savory Local Union 155	John Ware CMC Steel Fabricators, Inc.
Joe Standley District Council	Daniel Welsh Washington Iron Works
Bill Stuckey Local Union 229	

APPRENTICESHIP TRUST BOARD OF TRUSTEES
(800) 527-4613

Union	Management
Joe Standley, Chairman District Council	Michael Newington, Chairman Western Steel Council
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Charles Krebs Rebar Engineering, Inc.
Martin Murphy Local Union 75	Richard Martini Harris Salinas Rebar, Inc.
John Rafter Local Union 118	Dave McEuen California Erectors
Emilio Rivera Local Union 378	Sean O'Donoghue AGC of California, Inc.
Don Savory Local Union 155	Joel Raschke Paradise Rebar
Bill Stuckey Local Union 229	John Ware CMC Steel Fabricators, Inc.
Doug Williams Local Union 433	Daniel Welsh Washington Iron Works

ADMINISTRATIVE TRUST BOARD OF TRUSTEES

George Stein, Administrator
(707) 226-5818

MANAGEMENT TRUSTEES ONLY

Management

Charles Krebs, Chairman
Rebar Engineering

Richard Barbour
The Herrick Corporation

Eric Benson
Pacific Reinforcing

Rich Martini
Harris Salinas Rebar, Inc.

Michael Newington
Western Steel Council

Loretta Smith
Industrial Contractors

John Ware
CMC Steel Fabricators

Daniel Welsh
Washington Iron Works

CALIFORNIA FIELD IRONWORKERS LABOR MANAGEMENT COOPERATIVE TRUST

Michael Newington, Administrator
(916) 784-9118

Union	Management
Joe Standley, Chairman District Council	Dave McEuen, Chairman Calif. Erectors Bay Area
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Charles Krebs Rebar Engineering, Inc.
John Rafter Local Union 118	Rich Martini Harris Salinas Rebar, Inc.
Emilio Rivera Local Union 378	Sean O'Donoghue AGC of California, Inc.
Don Savory Local Union 155	Joel Raschke Paradise Rebar
Bill Stuckey Local Union 229	Kevin Romak Romak Iron Works
Doug Williams Local Union 433	John Ware CMC Steel Fabricators
	Daniel Welsh Washington Iron Works

WORKERS' COMPENSATION TRUST BOARD OF TRUSTEES
(800) 527-4613

Union	Management
Joe Standley, Chairman District Council	Dave McEuen, Chairman Calif. Erectors Bay Area
Dan Hellevig Local Union 377	Richard Barbour The Herrick Corporation
Hart Keeble Local Union 416	Brian Kelley United Riggers & Erectors, Inc.
John Rafter Local Union 118	Charles Krebs Rebar Engineering
Emilio Rivera Local Union 378	Michael Newington Western Steel Council
Don Savory Local Union 155	Ted Toland Toland & Sons
Bill Stuckey Local Union 229	Daniel Welsh Washington Iron Works
Doug Williams Local Union 433	

2007 Calendar

JANUARY

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FEBRUARY

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2008 Calendar

JANUARY

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DECEMBER

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2009 Calendar

JANUARY

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FEBRUARY

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NOVEMBER

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DECEMBER

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2010 Calendar

JANUARY

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FEBRUARY

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MARCH

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JUNE

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JULY

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AUGUST

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OCTOBER

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NOVEMBER

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DECEMBER

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