

PREAMBLE

This Agreement is made and entered into this 1st day of July 2008 by and between the Northwest Iron Workers Employers Association, Inc., hereinafter referred to as the Employer, and the Iron Workers District Council of the Pacific Northwest comprised of Local Union Nos. 14, Spokane, WA, 29, Portland, OR, and 86, Seattle, WA, of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers who are affiliated with said District Council and/or other areas as designated by Iron Workers District Council of the Pacific Northwest, hereinafter referred to as the Union, 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.

All references in this Agreement designate both sexes, and whenever either gender is used, it shall be construed to include both male and female.

ARTICLE 1

PURPOSE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays and expense, and, so far as possible, to provide for labor's 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 construction industry and costs may be as low as possible, consistent with fair wages and conditions, and further the establishment of the necessary procedures by which these ends may be accomplished.

ARTICLE 2

SCOPE

This Agreement covers all work in the States of Oregon, Washington, Western Montana and Northern Idaho, coming under the jurisdiction of the Iron Workers District Council of the Pacific Northwest as defined in the Local Union Charters and District Council Boundary Map. (See back of booklet.)

- 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 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 substitute materials, all 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, 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 ceiling, 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, including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, marquees, awnings, elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways, 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; section water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoist; making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meter, Bailey meters, agitators, oxygen converters, cinderling machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, vessels, and government departments; false work, travelers, scaffolding,

pile drivers, sheet piling, derricks, 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 and placing of same on foundation, including bridge, cranes, 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, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floors, arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, steel and other materials used for the purposes of prestressing and poststressing concrete girders, beams, columns, etc., loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post-stressed, precast materials 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 noninsulated, 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 of metal window stools and sills, installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes including form travelers and changing booms; erection of rock, sand and gravel plants, dismantling and loading out conveyers, aggregate plants, batch plants, cableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launch hammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoist, man hoists, forklifts, 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, multiplate, specialty welding processes, unloading, hoisting, hanging and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, etc. installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, 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 truss slab 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 to include nacelle and blades; 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 the 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, and monitors for metal floor and roof deck leading edge work, shall be done by the Iron Workers.

All offsite tying and assembly of rebar components by automated or manual means for construction projects shall be considered covered by this agreement.

All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used in reinforced concrete construction shall be done by Iron Workers, including grouting of post tensioning cables. 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 standby man.

- D. There will be a pre-job conference prior to the start of any major job or project at the request of either party.
- E. The Employer agrees to give reasonable consideration to the scope of work listed herein when issuing any jurisdictional assignment.
- F. The parties agree that there will be no cessation or stoppage of work because of jurisdictional dispute pending settlement by the following outlined procedure.
- G. The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the contractor shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are

applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the contractor shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the Ironworkers District Council of the Pacific Northwest.

ARTICLE 3 MANAGEMENT RIGHTS

The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct its working forces at its sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4 SPECIAL AGREEMENTS

Special agreements and/or job agreements may be negotiated by parties hereto by mutual consent.

Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific Project.

If the Union negotiates agreements/special agreements for any specific area/project in the geographic jurisdiction of this Agreement for any other Employer or Employer association, all provisions of such agreements shall be made available in a timely manner to any Employer signatory to this Agreement.

ARTICLE 5 UNION RECOGNITION and REPRESENTATION

- A. The Employer recognizes the Union as the sole collective bargaining agent for all Iron Workers falling within the jurisdiction of the Agreement and the Union recognizes the Employer as the sole bargaining agent.
- B. Authorized representatives of the Union shall have access to the projects provided they do not unduly interfere with the work of employees and that they fully comply with the visitors' safety and security established for the projects.

- C. When there are Iron Workers on a shift, the Union shall appoint a working journeyman as a steward for each shift. The Union shall submit to the Employer the names of its stewards or such changes of stewards as may occur from time to time. If requested by the Employer, such notification will be confirmed in writing. No steward shall be allowed to solicit membership to his organization or to collect any monies from any Iron Worker on the jobsite during working time. A steward's duties shall only apply to the Employer for whom a steward works and they shall be performed as expeditiously as possible. A steward's duties shall not include any matters relating to referral, hiring, overtime and terminations. A steward shall not leave the work area without requesting and receiving permission from the appropriate supervisor. No steward will be discharged by the Employer because of his union activities. Upon request by the Union, the employer will notify the Union in writing within forty-eight (48) hours upon the discharge of a steward.
- D. The steward shall be given consideration on all overtime employment, but he shall not be retained if he is to be required to replace an employee regularly employed in the crew required to work overtime on a particular operation or piece of work. The Union may select a temporary steward from the journeymen designated by the Employer to work.
- E. Prompt medical attention shall be provided by the individual employer in the event of an on-the-job injury. On the day a serious disabling injury occurs, a steward shall be allowed to accompany the injured worker to a medical facility without any loss of pay or benefits for his regularly scheduled shift.

ARTICLE 6 UNION SECURITY

- A. All Iron Workers employed by the Employer to perform work covered by this agreement shall be required to become members of the Union not later than the ninth (9th) day following the beginning of such employment or the inception of this Agreement, and thereafter, shall maintain membership in good standing in said Union as a condition of employment subject, however, to the provisions of sections B and C of this Article.
- B. The Union accepts all obligations for the continued membership of its members as provided in Section A of this Article and for the collection of their initiation fees and dues. There shall be no stoppage or slow-down of work because of disciplinary action on the part on the Union except that the Union shall have the right to require the removal of Iron Workers for failure to pay dues and fees, and any lawful assessments as required by the Union.
- C. All requests from the Union for removal of an Iron Worker for non-payment of fees, dues and any assessments shall be made to the Employer in writing, in which event the Employer agrees to remove the Iron Worker involved. Any Iron Worker so terminated may be reinstated by the Employer if the Iron Worker satisfies his or her financial obligations to the Union and has not been replaced by the Employer.
- D. The District Council is to have and maintain an assessment check off from the

employees' wages. It is agreed the amount will be a percentage determined by the local union. All assessments will be remitted to the trust. The employer agrees to submit to the trust the deductions in a manner consistent with Federal Labor Law.

ARTICLE 7 REFERRAL

- 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 interests of employees in their employment, the Employer and the Union agree that when the 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.

When an employer is a party to a national agreement or a project labor agreement with the International Union or the Building and Construction Trades Department of the AFL-CIO or any state or county Building Trades Council that incorporates by reference the referral procedures in this Agreement, these referral procedures only apply to iron workers properly dispatched according to these procedures and the particular project covered by the national agreement or project labor agreement.

- B. 1. On each project, the Employer shall have the right to employ directly a minimum number of key employees who may include a foreman and a general foreman. In addition, the Employer shall have the right to employ directly a ratio of 35% of his employees on the job chosen from the Group A-1 and/or A-2 lists from the Local Union having jurisdiction over the job. However, in no event will the percentage chosen from the Group A-2 list exceed 10%. The remaining employees will be hired from the hiring list maintained by the Local Union having jurisdiction. All requests for foreman and general foreman shall be made in writing in a timely manner.
- B. 2. The Employer shall have the right to recall and employ through their respective Local Unions 50% of all employees required on a job or jobs, provided such employees have been employed by him during the previous six (6) months within the geographical jurisdiction of the Local Union. The Employer shall furnish the Local Union with a written request for such employees and the request shall be honored without regard to the individual's place on the out-of-work list.
- C. All journeymen required by the Employer shall be furnished and referred to such Employer through the hiring office of the appropriate Local Union, subject to the conditions contained in this Article.
- D. No provision of this Article shall constitute a limitation on the right of the Employer to transfer workmen on his payroll from time to time and from place to place at the discretion of the Employer. Such transfers shall be limited to the geographical jurisdiction of the Local Union in which the projects are located.
- E. The Employer shall have the right to reject any applicant referred by the appropriate

Local Union, subject to the provisions of Article 10 – Reporting Pay.

- F. When the Employer can demonstrate requirements for special skills, abilities, training or certifications in this request for applicants, the Local Union having jurisdiction shall refer the first applicant on the register possessing such skills, abilities, or training certifications.
- G. The Employer recognizes its responsibility to develop and implement an equal employment opportunity and affirmative action program. To facilitate this effort, the Employer who is required by statute, contract or a public funded contracting agency, such as the Office of Federal Contract Compliance, city, county, port authority, etc. to employ minorities or females may, after submitting written proof to the hiring hall agent, call for the first available minority or female from the “A” list.
- H. Selection and referral of applicants for jobs shall be on a non-discriminatory basis and shall in no way be affected by race, national origin, color, age, sex, creed, or disability.
- I. Subject to the provisions of this Agreement, “Union Recognition and Security,” selection and referral of journeyman applicants to jobs shall be on a non-discriminatory 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 qualified craftsmen or apprentices in work of the type covered by this Agreement for the past three (3) years prior to registration, and who have a minimum of 800 hours work experience in the Iron Worker trade, in each of those years immediately preceding their registration dated in the geographical 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 geographical area covered by the Local Union issuing the dispatch slip shall be included in this Group “A-I.”

GROUP "A-2"

All applicants for employment who have worked at the trade as qualified craftsmen 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 Pacific Northwest, 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 Pacific Northwest shall be include in this Group "A-2."

GROUP "B"

All applicants for employment who have worked at the trade as qualified craftsmen or apprentices in work of the type covered by this Agreement, provided, however, that such applicants request registration in this Group with designation of a particular classification or classifications, and specialty or specialties.

GROUP "C"

All other applicants who do not meet the requirements of Group "A-1", Group "A-2" and Group "B."

QUALIFIED CRAFTSMEN

All applicants for employment who have worked at the trade and have previously passed an examination conducted by an authorized Iron Workers Examining Board.

- J. 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.
- K. Individual employers shall advise the appropriate Local Union of the number and classification or classifications, and specialty or specialties 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."
- L. Any individual desiring employment shall register at the appropriate Local Union by appearing personally and shall indicate his name, address, telephone number, Social Security number, classification or classifications, specialty or specialties of the type of work desired, the date of such registration and other pertinent information as required.

- M. Upon being referred, each individual shall receive a referral slip to be transmitted to the employer representative at the job site, indicating his name, type of job, date of proposed employment, date and time of referral and rate of pay for apprentices. By mutual agreement of the Employer and the Union, this referral slip may be transmitted electronically by fax or computer.
- N. Individuals shall be eliminated from the registration list for the following reasons:
1. Dispatched to the job and hired, or as per local area established practice - except that any individual who is rejected by the individual employer shall retain their position on said list.
 2. Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he registers.
 3. Any individual dispatched to a job and who reports for work under the influence of intoxicants there by being unfit for work shall be placed at the bottom of the list provided he registers.
- O. No individual who is rejected by the individual employer shall be referred again to such individual employer with respect to the same request pursuant to which he was initially referred provided the Employer sends a letter stating such reason to the Local Union.
- P. The order of referral set forth above shall be followed except in cases where individual employers require and call for applicants possessing special skills, abilities, training or certifications in which case the appropriate Local Union refer the first applicants possessing such special skills, abilities, training and certifications in the order they appear on the appropriate register.
- Q. Apprentices shall be hired and transferred solely in accordance with the applicable Apprenticeship Standards Agreement approved by and entered into by the appropriate parties and they shall be hired and transferred in accordance with the laws of the State.
- R. 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 excluded), 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 hiring. Such notification shall be given promptly but not exceed twenty-four (24) hours after such hiring (Saturdays, Sundays, and holidays excluded).
- S. 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 the Iron Workers District Council of the Pacific Northwest and the decision of the District Council shall be final and binding.

ARTICLE 8

HOURS of WORK, SHIFTS and HOLIDAYS

- A. The workweek will start with the first shift on Monday and conclude with the third shift on Friday. Eight (8) hours per day between the hours of 6:00 a.m. and 6:00 p.m., and five (5) days per week, Monday through Friday inclusive shall constitute a week's work (except that where the interest of all concerned may be best served, or there exists good and sufficient reason, other and different starting and finishing times for the daily hours of work may be established by mutual agreement between the Employer and the Union).
- B. A half (1/2) hour lunch period shall normally be established as four (4) hours after starting time, or mid-shift on jobs of more than eight (8) hours. No Iron Worker shall work more than five (5) consecutive hours before the regularly established mid-shift lunch period.
1. Any Iron Worker required to work through the regularly established lunch period shall be paid one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on Company time. If the Employer elects to work a twelve (12) hour shift or shifts, a meal period shall be every four (4) hours.

Iron Workers required to work more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular four (4) tens (10), ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, an Iron Worker shall be given time for a meal. Mealtimes shall be paid at the regular overtime rate and adequate lunch be provided by the Employer at the job site.
 2. By mutual agreement between the Union and the Employer an additional hour of overtime pay may be provided in lieu of above.
 3. Employees shall be allowed a rest period of not less than ten (10) minutes, on the employer's time, for each four (4) hours of working time including both regular hours and overtime hours. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. In no event shall employees be required to work more than three hours without a rest period.
- C. Shifts shall be established for a minimum of three (3) days. Saturday and Sunday, if worked, can be used for establishing the minimum shift work period. Shifts of less than three (3) consecutive days worked outside the established work hours will be paid at the applicable overtime rate.

- D. When two (2) regular shifts are worked both shifts shall be established on an eight (8) hour basis, and shall be paid for at eight (8) hours times the straight time hourly rate.
- E. When three (3) shifts are worked, the first shift or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 ½) hour basis, the third shift shall be established on a seven (7) hour basis. Pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employee's regular hourly rate. On jobs of two and three shift operations, first shift shall be relieved by the second shift, the second shift shall be relieved by the third shift. Except by mutual agreement, there shall be no more than one (1) hour elapsed time between shifts.
- F. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift for the fifth day (except that where the interest of all concerned may be best served, other and different starting and finishing times for the daily hours of work may be established by mutual agreement between the Employer and the Union). In the event the second or third shift of any regular workweek shall extend into a holiday, employees shall be paid the regular shift rate.
- G. Iron Workers working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap. Overtime does not constitute an overlap of shifts.
- H. For the purpose of this Article, a full shift period shall be considered the regularly scheduled hours of work for each shift, and all shifts shall be considered as a part of the regular work day or work week in which the first shift is started.
- I. On multiple shift operations consisting of two day-light shifts (which may be worked for not less than three (3) consecutive days) with the first shift starting time prior to 6:00 a.m. but not earlier than 4:00 a.m., seven and one-half (7-1/2) hours of continuous employment (exclusive of lunch period at mid-shift) shall constitute a full shift. The pay for such full shift shall be eight (8) times the basic hourly rate. Prior to starting such daylight shifts, the Employer will notify the Local Union 48 hours in advance of the scheduled time of such shift and shall specify the reasons for scheduling such shifts. Such shifts shall be worked only for good and sufficient reasons.
- J. When an employee has worked the regular shift and then is required by the Employer to work at the overtime rate, the employee shall not go to work again for the regular rate until the employee is relieved for a period of at least eight (8) hours.
- K. Special Shifts: On any construction, nothing in this Section shall prohibit work being done at regular rates (Saturdays, Sundays and holidays excluded), during hours outside of those designated above on any work which, by its nature, by mutual agreement, must be done after business hours (such as emergency starting time, emergency shut down, or occupied premises.)

- L. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour workweek. When the employer elects to work four (4) ten (10) hour shift(s), the shift(s) shall be scheduled for a minimum of one week. The Employer can change from one such schedule to the other, subject to the limitation that it will give the Union at least seven (7) calendar days notice of such change, and maintain such shifts for minimum of one work week, unless the Union shall agree to shorter notice or shorter period, respectively.

When the four (4) ten (10) hour workweek is in effect, the Standard workday shall be an established consecutive ten (10) hour period. Forty (40) hours per week shall constitute a week's work Monday through Thursday or Tuesday through Friday by mutual agreement between Employer and Union. In the event the job is shutdown, for inclement weather or holidays then Friday or Monday may, at the option of the Employer, be worked as a make-up day during that workweek. Straight time not to exceed ten (10) hours per day, or forty (40) hours per week. Changes in starting time will be by mutual agreement.

- M. The following seven (7) days shall constitute the recognized holidays within the terms of this Agreement. If any of the below holidays fall on a Sunday, Monday will be observed as the holiday. When Christmas Day falls on a Saturday, the preceding Friday shall be observed as the holiday; if any other holiday falls on a Saturday, the preceding Friday shall be a regular workday. The holiday shall be the twenty-four (24) hour period commencing with the established starting time of the day shift on the day of the holiday.

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

ARTICLE 9 **Note: All monetary issues are retroactive to 7/1/08**
WAGE SCALE and FRINGE BENEFITS

A. SCHEDULE "A" WAGE SCALES (7/1/08 thru 6/30/11) (INCLUDES VACATION)

B.

A.1. CLASSIFICATIONS:

An annual increase will be allocated by the Negotiating Committee prior to the July 1 effective dates.

Structural Ironworkers
Miscellaneous & Ornamental Iron Workers
Machinery Mover, Machine Erector
Riggers
Signal Men
Welders & Burners
Fence Erectors
Sheeters

Reinforcing Iron Workers

Local 86

Negotiated Increase

<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$3.00	\$3.25	\$3.25

Wages

	<u>Old</u>	<u>New</u>	
<u>6/30/08</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$32.40	\$34.40	\$36.62	\$

Local 86 – Counties of Yakima, Kittitas and Chelan.

Negotiated Increase

<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$2.00	\$2.10	\$2.22

Wages

	<u>Old</u>	<u>New</u>	
<u>6/30/08</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$28.47	\$30.00	\$31.07	\$

Locals 29

Negotiated Increase

<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$2.40	\$2.50	\$2.70

Wages

	<u>Old</u>	<u>New</u>	
<u>6/30/08</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$30.25	\$31.65	\$33.12	\$

Local 14

Negotiated Increase

<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$2.30	\$2.30	\$2.50

Wages

	<u>Old</u>	<u>New</u>	
<u>6/30/08</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$28.22	\$29.52	\$30.79	\$

Local 14 – Counties in Montana: Lincoln, Lake, Flathead, Sanders, Mineral, Missoula, Ravalli and Glacier.

Negotiated Increase

<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
\$2.00	\$2.20	\$2.20

Wages

	<u>Old</u>	<u>New</u>	
<u>6/30/08</u>	<u>7/1/08</u>	<u>7/1/08</u>	<u>7/1/10</u>
\$23.17	\$24.17	\$25.34	\$

A.2. FOREMAN:

\$3.00 per hour over journeyman rate.

GENERAL FOREMAN:

\$4.00 per hour over journeyman rate. General Foreman employment at option of the Employer.

A.3. VACATION:

\$1.50 per hour deducted from net wage and remitted with fringe benefit payments

A.4. FRINGE PAYMENTS:

AREAS 1, 2 AND 3

			<u>OLD</u>	<u>NEW</u>
Effective:	<u>7/1/07</u>	<u>9/1/08</u>	<u>1/1/09</u>	<u>7/1/09</u>
Health Security	\$6.45*	\$6.35	\$5.35	\$5.35
Pension	\$4.95	\$5.70	\$6.70	\$7.70
Apprenticeship	\$0.57	\$0.57	\$0.57	\$0.60
Annuity	\$3.55	\$3.75	\$3.75	\$3.75
IMPACT (Areas 1&2)*	\$0.15*	\$0.24*	\$0.24*	\$0.25*

AREA 4 (MONTANA ONLY)

			<u>OLD</u>	<u>NEW</u>
Effective:	<u>7/1/07</u>	<u>9/1/08</u>	<u>1/1/09</u>	<u>7/1/09</u>
Health Security	\$6.45*	\$6.35	\$5.35	\$5.35
Pension	\$4.95	\$5.70	\$6.70	\$7.70
Apprenticeship	\$0.57	\$.57	\$0.57	\$0.60
Annuity	\$2.73	\$2.93	\$3.75	\$3.75
IMPACT*	\$0.13*	\$0.24*	\$0.24*	\$0.25*

*Drug testing included.

PUBLIC WORKS PROJECTS:

In the event that an individual contractor bids a public job or project being awarded by a federal, state, county, city or other entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary or the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3.4, and 7, and which determinations are published in the Federal Register), or by the Commissioner of the Oregon Bureau of Labor and Industries (pursuant to ORS 279.348 to 279.261), or by the Director of the Washington Department of Labor and Industries (pursuant to RCW 39.12.010 to RCW 39.12.900), the wage rate, including fringe benefits, shall be applied for a period of eighteen months from the date of the "Notice to Proceed" (or a shorter period if the Department of Labor shortens such period for federal jobs or if Oregon or Washington shortens such period for state jobs).

INFORMATION REGARDING PUBLIC WORKS RATES

For the purposes of submitting information for the establishment of Davis-Bacon rates, Employers who are parties to this Agreement shall furnish the Iron Workers District Council of the Pacific Northwest or any of its affiliated Local Unions signed letters on the letterhead of the individual employer, stating the county in

which they have employed Iron Workers on a specific type of work performed and wages and benefits paid on any and all jobs which the individual employer has performed with Iron Workers. The Employers agree to promptly furnish such information postmarked not later than forty-eight (48) hours after the local unions or District Council request such information.

MAINTENANCE OF HEALTH AND SECURITY BENEFITS:

Notwithstanding any other provisions of this Agreement, when actuarially proven necessary for the maintenance of Health and Welfare benefits, the rates in this Schedule A will be changed in accordance with such need for Public Works projects only.

Effective July 1, of each successive year, additional monies shall be allocated to Health and Security, from the wage package, provided notification is made sixty (60) days prior to July 1.

A.5. OVERTIME: All overtime shall be at one and one-half (1&1/2) the straight time rate, except the following which shall be at double the straight time rate.

a. All time worked over twelve (12) hours in a shift.

b. Any time worked over ten (10) hours on Saturday.

c. All time worked on Sunday and Holidays.

d. In the event an employer exercises the option of a four (4) ten (10) hour work week, the scheduled day off (Friday or Monday) when worked shall be paid at rate of time and one-half (1&1/2) for the first twelve (12) hours and all time past twelve (12) hours worked shall be double the straight time rate except for voluntary make-up days, inclement weather make-up days and holiday make-up days. These shall be paid at the straight time rate.

A.6 TRAVEL:

A.6.1 It is agreed and understood that while traveling to and from work that employees are not within the course and scope of their employment and the relationship of the Employer/Employee is established only while the applicable hourly wage rate applies.

A.6.2 Employees who qualify for travel pay shall be paid for days worked or part thereof and shall be paid full travel. Likewise, employees who qualify for show up time shall also qualify for full travel. When employees leave the job because of personal reasons, travel pay will be prorated.

A.6.3.

(a) When the Employer provides suitable protected transportation, travel pay will not be paid. However when an employee is required to travel over seventy (70) miles one way, the employee may elect to receive the travel pay in lieu of the transportation. If transportation is provided, each occupant must have a lawful seatbelt for his or her use.

(b) Travel shall be paid from city center of dispatch points or travel point of the residence of the Iron Worker, whichever is closer.

A.6.4. TRAVEL PAY: AAA Road Miles

	<u>OLD</u>	<u>NEW</u>
<u>0 - 45</u>	<u>Free</u>	<u>Free</u>

<u>45 - 60</u>	<u>\$20.00</u>	<u>\$30.00</u>
<u>60 - 100</u>	<u>\$45.00</u>	<u>\$55.00</u>
<u>Over 100</u>	<u>\$60.00</u>	<u>\$70.00</u>

Montana: TRAVEL PAY: AAA Road Miles

	<u>OLD</u>	<u>NEW</u>
<u>0 - 45</u>	<u>Free</u>	<u>Free</u>
<u>45 - 60</u>	<u>\$18.00</u>	<u>\$30.00</u>
<u>60 - 100</u>	<u>\$40.00</u>	<u>\$55.00</u>
<u>over 100</u>	<u>\$50.00</u>	<u>\$75.00</u>

A.6.5. DISPATCH CENTERS OR TRAVEL POINTS:

Local 14	Spokane, Washington	Downtown Spokane at Sprague Avenue and Division Street.
Local 14	Pasco, Washington	The Local Union Hall at West 824 Lewis Street.
Local 14	Missoula, Montana	The Local Union Hall at 208 East Main Street.
Local 29	Portland, Oregon	City Hall, Downtown Portland at 1220 S.W. 5 th Avenue.
Local 29	Medford, Oregon	City Hall, 411 W. 8 th , Medford, OR 97501
Local 86	Seattle, Washington	Downtown Seattle at 3 rd Avenue and Lenora Street.
Local 86	Tacoma, Washington	Downtown Tacoma at 13 th and A Street.
Local 86	Bellingham, Washington	City Center.

Eugene, Oregon and Kalispell, Montana will be removed as a dispatch points effective September 1, 2008.

A.6.6.

- (a) Employers shall reimburse Iron Workers for receipts for bridge, highway tolls, and ferry fares paid while traveling to and from work site.
- (b) During working hours the Employers may provide transportation between jobs. Transportation provided will include a seat belt for the occupant's use. If said Employers' transportation is not available, Iron Workers providing their own transportation will be paid travel expense at the rate of fifty cents (\$0.50) per mile between jobs.
- (c) On all jobs where public ferry transportation is involved, when such jobs are within the city limits of the town of the ferry's destination, the Iron Workers shall receive \$10.00 per working day plus the actual cost of ferry transportation for passenger only. Where jobs involving ferry transportation are outside the city limits of the town of the ferry's destination then the Iron Worker shall be paid \$10.00 per day, plus the applicable travel measured from center of the town of the ferry's destination plus passenger or passengers car fare as established by receipts.
- (d) When an employee uses land travel in lieu of a ferry, he shall be reimbursed for \$10.00 per day and passenger fare only

A.7. PARKING:

On projects located within the District Council where free parking is not available within four (4) standard city blocks (1200 feet) of the project or the Employer has not provided free parking, the Employer shall pay those employees upon the presentation of a receipt, if available, an amount not to exceed \$18.00 per day in Local 29 and 86, and not to exceed \$13.00 in Local 14.

- B. Method of Payment. The regular payday shall be once a week on such day as agreed upon between the employer and the Local Union, and wages shall be paid before quitting time, and shall be paid in cash or

other legal tender. If payday falls on a holiday, the workmen shall be paid the day preceding the holiday. Employers may withhold where necessary a reasonable amount of wages due, to enable them to prepare the payroll, not to exceed five (5) days, Saturdays, Sundays and Holidays excluded.

When Iron Workers are laid off, or discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the employer, the Iron Workers shall be paid for the time required to go to such place. Any undue delay or loss of time caused the Iron Worker through no fault of his own shall be paid for by the employer causing such delay, at the regular straight time wages. When Iron Workers quit of their own accord, they may be required to wait until the regular payday for the wages due them.

Employers shall furnish the Iron Worker with a detailed statement showing regular and overtime hours, transportation, subsistence, total earnings, employer's name and all withholding deductions each pay period. In the event the Iron Worker receives an "NSF" check, thereafter, all payments shall be made by cash or certified check for the remainder of that particular job. The employer involved may, after a two-week interim, request a hearing before the Employers Association and the Local Union involved, to provide sufficient evidence indicating financial responsibility and thereby removing the applicability of this Section.

- C. If the employee's job is not completed within normal office hours, payment shall be made within twenty-four (24) hours (Saturday, Sunday and Holidays excluded). Payment, if so desired, may be made through the Union Hall.

If an employee is not paid as herein provided, said employee must be paid an additional four (4) hours straight time pay for each twenty-four (24) hour period or portion thereof prior to actual payment, not to exceed five (5) days at four (4) hours per day, Saturday and Sunday inclusive. All payments shall be assumed to be correct and any protest must be made within ten (10) days.

D. Fringe Benefits

1. Health and Security. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms, or corporations coming under the scope of this Agreement who are or may become signatory parties to this Agreement, agree that the existing Northwest Iron Workers Health and Security Trust Fund shall continue in full force and effect and be an appropriate depository for the contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement, shall pay monthly in accordance with the Trust Agreement of said Trust Fund, the sums as indicated in Schedule "A" for all compensable hours under this Agreement for the purpose of providing Health and Security benefits. The details of the Health and Security Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Union and the Employer Organizations who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed for the Employers shall be a member of an affiliated firm of an Employer Organization or a regular paid employee of an Employer Organization.

2. Pension. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms, or corporations coming under the scope of this Agreement, who are or may become signatory parties to this Agreement, agree that the existing Northwest Iron Workers Retirement Trust as established December 16, 1963, shall continue in full force and effect and an appropriate depository for the contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement shall pay, monthly in accordance with the Trust Agreement of said Trust Fund, the sums as indicated in Schedule "A" for all compensable hours under this Agreement for

the purpose of providing pension benefits. The details of the Pension Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Union and Employer Organizations who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed for the Employers shall be a member of an affiliated firm of an Employer Organization or a regular paid employee of an Employer Organization.

3. Vacation. It is agreed that all Employers covered by this Agreement shall subtract a sum as indicated in Schedule "A" from each Iron Worker's net pay check (after taxes) and shall pay this to a vacation fund as set forth herein. These sums shall be deductions (after taxes) from the rates shown in Schedule "A". Said contributions shall be made to the Northwest Iron Workers Employers Vacation Trust in the manner set forth in the Trust Agreement of said Trust Fund. The details of the Vacation Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Union and Employer Organizations who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed for the Employers shall be a member of an affiliated firm of an Employer Organization or a regular paid employee of an Employer Organization. Iron Workers may draw from the Vacation Fund during the months of September and March of each year.

4. Annuity Trust Fund. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms, or corporations coming under the scope of this Agreement, who are or who may become signatory parties to this Agreement, agree that the existing Iron Workers District Council of the Pacific Northwest Field Iron Workers Annuity Fund shall continue in full force and effect and be an appropriate depository for the contributions referred to herein. All persons, parties, firms or corporations who are, or may become signatory parties to this Agreement shall pay monthly in accordance with the Trust Agreement of said Trust Fund, the sums as indicated in Schedule "A" for all compensable hours under this Agreement for the purpose of providing annuity benefits. The details of the Annuity Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of an equal number of Employee Trustees appointed by the Union and an equal number of Employer Trustees appointed by Employer Organizations who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed by the Employers shall be a member of an affiliated firm of an Employer Organization or a regular paid employee of an Employer Organization.

5. Supplemental Dues. Effective for all compensable hours on and after July 1, 2007, it is agreed that upon authorization as required by law, the amount of nine cents (\$0.09) per hour for each hour paid for and/or worked, shall be deducted by the Northwest Iron Workers Vacation Trust Fund from the Vacation Benefit of each workman and remitted directly by the Pacific Northwest Iron Workers Vacation Trust Fund which remittance shall be made to the Union not less than two (2) times per year. The term "Union" as used in this Section shall mean the District Council of Iron Workers of the Pacific Northwest.

Effective July 1, 2008 the amount shall be increased by one cent (\$0.01) per hour.

District Council Political Action Fund

Effective for all compensable hours, it is agreed that upon authorization as required by law, the amount of four cents (.04) per hour for each hour paid for and/or worked, shall be deducted by the Northwest Iron Workers Vacation Trust Fund from the Vacation Benefit of each workman and remitted directly by the Northwest 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 Northwest Iron Workers Vacation Trust

Fund which remittance shall be made to the Union not less than two (2) times per year. The term "Union" as used in this Section shall mean the Iron Workers District Council of the Pacific Northwest.

6. Apprenticeship and Training. The parties signatory hereto agree to maintain a Joint Apprenticeship Committee. Said Committee shall formulate and operate an Apprenticeship Program in the local areas in accordance with the respective State Apprenticeship Law as approved by the respective State Apprenticeship Council, and also appropriate Executive Orders, within the framework of the recognized standards set up for outside Bridge, Structural, Ornamental and Reinforcing Iron Workers. (For ratio of apprentice employment, see Article 13.)

In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms, or corporations coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Pacific Northwest Iron Workers and Employers Apprenticeship and Training Trust Fund, shall continue in full force and effect and be an appropriate depository for the contributions referred to herein. All persons, parties, firms, or corporations who are or may become signatory parties to this Agreement shall pay monthly in accordance with the Trust Agreement of said Trust Fund, the sums as indicated in Schedule "A" for all compensable hours under this Agreement for the purpose of providing apprenticeship and training benefits. The details of the apprenticeship and training trust established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of an equal number of Employee Trustees appointed by the Union and an equal number of Employer Trustees appointed by Employer Organizations who are signatory to the Trust Agreement. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member of an affiliated firm of an Employer Organization or a regular paid employee of an Employer Organization.

7. Ironworkers Management Progressive Action Cooperative Trust (IMPACT).

In addition to the per hour wage rate, the Employer shall contribute a percentage of the hourly wage rate (not to exceed one percent (1%) of the existing wage rate) to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under the initial name of the Trust Revenue Code. Tax Exempt status determination was rendered under the initial name of the Trust which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

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.

The 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.

This contribution shall be implemented over the term of this Agreement.

Ironworkers and Employers agree that they may establish an Alternative Dispute Resolution (ADR) program during the life of this Agreement for Workers Compensation issues.

Employers will make contributions to IMPACT as follows: The actual contribution shall be based on the lowest negotiated rate in the collective bargaining agreement at the rate of one (1%) percent.

Current contributions into IMPACT will continue to go into IMPACT including five (\$0.05) cents from apprenticeship. For a total of 1% of the lowest negotiated wage rate in the Master Labor Agreement. The difference between the above described contribution and the 1% shall be made by the employers in the first year. All future increased contributions shall be split equally between Labor and Employers.

8. Contribution to Funds. Contributions to the Trust Funds established in this Agreement shall be due and payable at the office of the Trusts or such other place or places as established by the Trustees of each respective trust in regular monthly installments. Each contribution to the Fund shall be made promptly and in any event on or before the 15th day of the calendar month in which it becomes due and payable or such other due date the Trustees of each respective Trust may establish. Each monthly contribution shall include all payments which have accrued in the interim for work performed up to the close of the individual Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a simple report in a form prescribed by the governing Board of Trustees.

It may be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an employer who fails, after forty-eight (48) hours notice by registered mail to make the proper contributions to any of the Trust Funds provided for in accordance with the provisions of this Agreement. Notwithstanding any other provisions of this Agreement, it may not be deemed a violation of this Agreement for the Union to take other economic action against the individual contractor who has failed to make a proper contribution to all Trust Funds covered by this Agreement.

The Employer and the Union acknowledge that time is of the essence in payments to the Trust Funds covered by this Agreement. The Employer and the Union have considered evidence that the Trust Funds incur added administrative costs directly as a result of late payments. The failure of employers to promptly report the names and compensable hours during each reporting period is especially burdensome in administration of employee accounts and collecting delinquent contributions. These added costs are difficult or impossible to predict and determine because each case is different and there is no effective way to account for the added expenses incurred in each case. Both Parties wish to avoid the cost and uncertainty of determining these added costs in the event of delinquent contributions in the future. Therefore, they agree that liquidated damages are reasonably estimated at 8% of the delinquent contributions or \$250 whichever is greater, but not to exceed \$10,000 per month, when employers report the names and compensable hours by the 25th day of the calendar month in which the contributions become due and payable. When an employer fails to report the names and hours of employees by the 25th day of the calendar month in which the contributions become due and payable, liquidated damages are reasonably estimated to be 16% or \$250, whichever is greater, but not to exceed \$20,000 per month.

The Employer accepts the Trust Agreement provisions for interest at the rate of 18% per annum from the 15th day of the calendar month in which contributions become due and payable or the rate as determined by the Trustees on all delinquent contributions and any judgments taken against the Employer. The Employer agrees to be liable for all reasonable costs incurred in the collection of delinquent contributions, including but not limited to audit costs and attorney fees without regard to the nature of the action or the forum in which the collection action takes place.

Contributions required under this Agreement are due for compensable hours on any person who performs bargaining unit work covered by this Agreement.

The Employer hereby agrees to be bound as a party by all of the terms and provisions of the Trust Agreements, as amended, for the Northwest Ironworkers Health and Security Trust, the Northwest Ironworkers Retirement Trust, the Northwest Ironworkers-Employers Vacation Trust, the Iron Workers District Council of the Pacific Northwest Field Iron Workers Annuity Fund, and the Pacific Northwest Ironworkers and Employers Apprenticeship and Training Trust Fund, and such Trust Agreement documents, as amended, are incorporated herein by reference.

9. Information on Trust Agreements. It is understood that the Union and Employer Organizations are parties to the Trust Agreements herein referenced (excluding Industry Trust Fund), and therefore shall be furnished, upon written request, full information on the actions of the Trustees and the operations of the Trusts.

E. Fringe Benefit Bond

Effective January 1, 2006, Employers performing work covered by this Agreement shall be required to post a twenty five thousand dollar (\$25,000) fringe benefit bond with the administrative agent for the Northwest Ironworkers Trust Funds to ensure payment of delinquent contributions, liquidated damages, costs of suit, and attorney fees to all of the Northwest Ironworkers Trust Funds to which Employers are required to contribute by the terms of this Agreement.

In the event an Employer fails at any time to secure, maintain, renew, or otherwise keep in full force and effect a fringe benefit bond in accordance with this Section, a written notice shall be provided stating that the Employer is in violation of this Agreement and demanding that the Employer obtain and produce satisfactory evidence documenting the existence of a suitable bond within forty-eight (48) hours. The written notice may be provided by the Trust Funds. If an Employer fails to remedy the violation within forty-eight (48) hours following receipt of notice, said Employer shall be deemed in default of this Section. The Union shall refuse to refer men to and shall withdraw men from any Employer who has not complied with the provisions of this Section after receiving forty-eight (48) hours notice of a violation, and such refusal and/or withdrawal will not constitute violation of this Agreement by the Union.

The Board of Trustees of the Trust Funds may require that any Employer who is delinquent in the payment of contributions to the Trust Funds be required to furnish an additional bond

F. N.W. Industry Trust Fund.

1. The N.W. Industry Trust Fund is hereby established. An Agreement and Declaration of Trust which provides for the detailed operation thereof has been executed by the Association and shall continue in full force and effect during the term of this Agreement. All Employers signatory to this Collective Bargaining Agreement or who become signatory or otherwise come under the scope of this Agreement shall contribute the sum of one cent (\$.01) per hour worked by each Employee covered under this Agreement into said Trust Fund. All contributions shall be made at the time and in the manner prescribed by said Trust. For the purpose of administering this Trust Fund, the Individual Employer by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund.

Light Duty Return to Work

It is agreed that the Employer may return an injured employee to light duty status when allowed by the employee's doctor. When such light duty work is available, light duty functions shall be in accordance with the restrictions outlined by the employee's doctor. At no time will an employee's rate of pay be less than the base rate of pay, at the time of injury, for hours worked. Further, the Employee will be

provided with a full fringe package, as per the collective bargaining agreement, over and above total remuneration. Should the employee on light duty have to be laid off, due to no work available, the employer will not adversely affect his/her ability to continue to receive loss time benefits from the Industrial Insurance Division of Labor and Industries (including self-insured employers), provided they are still medically eligible.

ARTICLE 10 REPORTING PAY

When an Iron Worker is ordered by the Employer or his representative to report for work and then through no fault of the Iron Worker is not put to work, or whenever an Iron Worker reports for work at his/her regular reporting time and is not put to work (weather permitting), the Iron Worker shall be paid two (2) hours show-up time at the applicable rate (i.e. straight time, one and one-half straight or double straight time). The Employer may require the employee to remain at the jobsite for the two hours.

If an Employer states in writing to the Union that an individual Iron Worker is not eligible for rehire and the Union sends this Iron Worker to the job, then the Employer shall not be obligated for show-up pay. The employer shall state in writing within ten (10) business days of termination that the employee is not eligible for rehire.

In the event an Iron Worker is put to work, his/her pay shall be continuous except for the lunch period until laid off for the day, even though there might be some time which is not actually worked but the Iron Worker is requested by the Employer to remain on the job.

Any Iron Worker reporting for work on his/her regular established day or shift, or called for work and who is put to work by the Employer, shall be paid two (2) hours time. If the Iron Worker works more than two (2) hours, the actual hours worked shall be paid. If work is suspended by inclement weather or the Iron Worker quits of his/her own accord, the Iron Worker shall be paid for actual time worked.

ARTICLE 11 CRAFT WORK RULES AND GENERAL WORKING CONDITIONS

- A. Employment begins and ends at the project site.
- B. Employees will perform any and all work assigned to them, subject to Article 16 of this Agreement.
- C. No less than six (6) Iron Workers 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) Iron Workers and a foreman shall be employed.

The above language provides for the number of Iron Workers 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. (This means that an Employer will not be required to use four (4) Iron Workers and a foreman on work operations not requiring this number of Iron Workers.) On all other work operations coming under the jurisdiction of the District Council where members of the District Council are employed, a sufficient number of Iron Workers will be employed in order that the work involved can be performed in a safe and expeditious manner.

When two (2) or more Iron Workers are employed, one shall be selected by the Employer to act as foreman and receive foreman's wages, and the foreman is the only representative of the Employer who shall issue instructions to the Iron Workers.

When an Iron Worker is upgraded to foreman, the Iron Worker will receive foreman's scale for the entire shift.

- D. Practices not a part of the terms and conditions of this Agreement will not be recognized.
- E. The Employer shall furnish warm, dry change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods. These are to be situated close to the site of the work and shall not be used for storage of materials or equipment.
- F. Use of liquor, drugs (except those prescribed by a physician which do not interfere with employee's work performance) or being under the influence of alcohol or drugs during working hours is cause for discharge.

Labor and Management agree that it is in the best interest of all to promote an alcohol and drug-free working environment, and pledge to work within their own area of influence and to cooperate to that end.

The Parties agree that the terms and conditions in the Drug Free Workplace Policy are subject to the grievance and arbitration procedures in Article 17.

If a particular project requires a drug and alcohol screening program other than the Drug Free Workplace program established under this Agreement, the Employer shall notify the Union regarding implementation of its Drug and Alcohol Screening Program on its project(s) prior to the start of work on the project. All employees of the Employer on any given project shall be treated equally under all aspects of the Employer's testing program. The Employer's program shall be in compliance with State and Federal laws. All testing will be paid for by the Employer and on Company time.

The parties to this Agreement agree to maintain a Drug Free Workplace Policy and Program, to include a Third Party Administrator (TPA), an Employee Assistance Program (EAP), lottery testing and a Clean Card all in accordance with SAMHSA certification and mutually agreed Policy and Program requirements.

- G. The Employer may establish such project rules as the Employer deems appropriate. These rules may be posted at the project site by the Employer, and may be amended thereafter as necessary. All employees shall abide by these rules except when the rules are in conflict with the terms and conditions of this Agreement.
- H. There shall be no limitation placed on the amount of work to be performed by any Iron Worker during working hours, nor shall there be any restriction of the uses of machinery, tools or materials furnished by the Employer, which meet accepted state and federal standards.

ARTICLE 12 SUBCONTRACTORS

If an Employer, bound by this Agreement, contracts or subcontracts, any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure, or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of this Agreement for the duration of the project, or such Employer shall maintain daily records of the subcontractor's employees' jobsite hours, and be liable for payment for only these subcontractor employees for wages and travel; and for health-welfare and dental,

pension, annuity, vacation and Apprenticeship, and the N.W. Industry Fund, contributions to the Trusts in accordance with this Agreement. The Union agrees to notify the Employer, person or proprietor within thirty (30) calendar days of any known delinquent payment for wages, travel, health-welfare and dental, pension, annuity, vacation, Apprenticeship, and the N.W. Industry Fund of contributions owed by the subcontractor and to further issue a certificate to the Employer when these payments have been made. No work will be let by piecework, contract or lump sum direct with a journeyman or apprentice for labor services.

ARTICLE 13

APPRENTICES AND/OR ANY CLASSIFICATION OTHER THAN JOURNEYMAN

A. Apprenticeship Ratio. Any one Employer will attempt to employ apprentices on structural, reinforcing or rigging jobs at the ratio of not less than one (1) apprentice to every four (4) journeymen, and shall employ apprentices on ornamental work which is normally performed by two (2) ironworkers, one (1) may be an apprentice. The ratio of not less than one (1) apprentice to every four (4) journeymen is based on the annual average of employment of journeymen, covered by this Agreement by the individual employer. In no event will an employer employ apprentices at a rate less than (6) Journeyman to (1) apprentice. Where there are unusual or extenuating circumstances, apprenticeship ratios can be changed for specific jobs by mutual agreement between the local union with the participation of the District Council and the individual employer. But in no event shall ratio exceed one (1) apprentice to one (1) journeyman.

B.1. All apprentices, regardless of their indenture date, shall be paid the following percentages of Journeyman Iron Worker Rate:

Four-Year Apprenticeship

1st 6-month period 65% of Journeyman I.W. Rate

2nd 6-month period 70% of Journeyman I.W. Rate

3rd 6-month period 75% of Journeyman I.W. Rate

4th 6-month period 80% of Journeyman I.W. Rate

5th 6-month period 90% of Journeyman I.W. Rate

6th 6-month period 90% of Journeyman I.W. Rate

7th 6-month period 95% of Journeyman I.W. Rate

8th 6-month period 95% of Journeyman I.W. Rate

B.2. Pension and Annuity contribution are eliminated for all apprentices for first through second period of apprenticeship. (However, apprentices will receive pension credits for all hours worked.)

ARTICLE 14

WELDER CERTIFICATION

When the Union fills a request for a certified stick or wire welder, such referred Iron Worker shall have in his/her possession a current recognized certificate required by the local area (i.e. WABO in Washington, AWS, City of Portland National Welding program, etc.). If the job to be performed requires additional certification of any kind, the Employer shall pay for all expenses involved in securing such test as required by the terms of this Agreement. The Employer shall furnish the welder and the Union with a copy of the certification papers provided the employee remains on the job to its completion or for thirty (30) days, whichever comes first.

ARTICLE 15

FIRST AID AND SAFETY

- A.1. The Employer and the employee will conform to all Federal, State and Employer health and safety regulations applicable to work covered by this Agreement. The Employer shall provide adequate shelters with adequate heat, where the employees can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Cool, clean drinking water shall be kept in close proximity to the employees at all times.
- A.2. Any employee found in violation of any Federal, State and Employer Health Safety regulations may be cause for dismissal.
- B. The Employer will notify the nearest office of the Local Union immediately of all injuries of a critical nature and shall furnish all details of such injury. Lost time injuries of noncritical nature, but which cause more than seven (7) days lost time, which come to the attention of the Employer, will also be reported to the Union.

Immediately upon knowledge of an injury to self, the employee shall report such injury to the Employer.

- C. Elevators for Hoisting Workers - A construction passenger elevator for hoisting workers shall be installed and in operation on or in any building five (5) or more floors or sixty (60) feet or more, either below or above ground level, excluding any penthouse. The passenger elevator will be in service during working hours and will give service up to the derrick floor or last floor planked. These elevators will be operated and maintained in compliance with current State Safety Codes. Where it is not logically possible to erect a man hoist on a project the Employer and the Union may mutually agree to waive this requirement.
- D. Slings - Steel cable, nylon, and/or certified chain slings will be used.
- E. Signal Devices - Whenever a sound communication system is necessary for hoisting structural steel or other materials, a two-way private channel radio, telephone or other recognized signal device shall be used.
- F. Elevator Shaft Protection - No Iron Worker will be permitted to work in elevator shaft while car is in operation. The first floor beneath and the first floor above the Iron Workers working shall be planked safe in all elevator shafts when the car is in the elevator shaft.
- G. To improve the general safety conditions on the job, the Employer will furnish clean and sanitary items of safety equipment which shall include hard hats, respirators, hoods, leather and/or rubber welding gloves, goggles, shields and adequate leathers for overhead and vertical welding and carbon arcing and one special approved safety belt, harness and lanyard if required for the work involved. Leather aprons will be furnished to employees working on shears, benders and conveyors, in field fabrication rebar yard. The Iron Workers shall be expected to return to the Employer in good condition, subject to normal wear and tear, any of the above that have been issued to him. The Employer may require the Iron Workers to pay for such items if not returned.

Iron Workers required to work in any area where they are exposed to acids, caustics or any similar toxic substances, which would cause damage to their clothing, shoes, gloves, or tools, shall be provided

protective clothing and equipment by the Employer. Reasonable cleanup shall be done on the Employer's time at the end of the shift. If their clothing, gloves, shoes or tools are damaged, such item will be replaced by the Employer.

When the jobsite requires steel toed safety shoes or boots, steel toed shoes or boots shall be considered a part of the employee's necessary clothing and their expense shall not be reimbursed by the Employer.

- H. Studs, shear connectors, etc., projecting from the top flanges of structural iron members on bridges and buildings shall be adequately planked for field access to work points.
- I. Company payment for background checks – Employers, who perform any type of work on construction sites, that requires background checks of its employees, shall provide the security background checks, at the employer's cost, with no cost to the employee. This includes, and is not limited to, TOP SECRET, SECRET, RED BADGE, TWIC, etc.
- J. Radiation - Employers agree to abide, where applicable, by the most stringent provisions of the following regulations as they may pertain to a particular contract.
 - 1) Federal Regulations
 - 2) State Regulations
 - 3) DOE Regulations in the area of the particular contract.

Employers agree to plan for the most even distribution of radiation exposure amongst the employees consistent with efficient utilization of manpower.

It will be expected that exposure to radiation will be kept as low as possible and an accurate precise continuing record will be kept and available for all Iron Workers under these conditions.

ARTICLE 16

RESOLUTION OF JURISDICTIONAL DISPUTES

- A. There will be no strikes, no work stoppage or slow-downs or other interference with the work because of jurisdictional disputes.
- B. At the request of either party, the Employer shall have a Pre-Job/Mark-up Conference. The purpose of this Pre-Job Conference will be to discuss the scope of the work, subcontractors, and work assignments in the Employer's contract. The Conference will include presentation of information as available to the Employer regarding starting date for the work, location of the project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontractor including a general description of the nature of the work to be performed and drawings and specifications, if available.
- C. The Employer shall be responsible for all jurisdictional assignments. In issuing such assignments, the Employer shall be guided by decisions of record, jurisdictional agreements of record. Craft Jurisdiction is neither determined nor awarded by classifications appearing in any labor agreement.
- D. The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows: Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the contractor shall assign the work in accordance with such agreement or decision of record. Decisions of record are

applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the contractor shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the Ironworkers District Council of the Pacific Northwest.

- E. In the event a jurisdictional dispute develops as a result of the Employer's assignment, such dispute shall first be submitted to the Local Union involved and the affected Employer or his representative for settlement, then if no understanding or agreement is reached within forty-eight (48) hours, it shall be the International Representatives and they shall confer with the affected Employer or his representative for settlement. Pending such settlement, the craft performing the work at the time the dispute arises shall continue in such capacity until settlement has been reached as above provided.
- F. Settlement reached utilizing this method shall be recognized by the Employer and reduced to writing and signed by the disputing crafts, if possible.

ARTICLE 17 GRIEVANCE PROCEDURE

- A. All grievances and disputes (other than jurisdictional disputes) arising out of the interpretation or application of this Agreement shall be settled in accordance with the following procedure.

1. Except for pay disputes, refer to Article 9, section C, no grievance shall be accepted unless submitted in writing on District Council standard form no later than ten (10) working days after the occurrence or incident on which the grievance is based.

2. Any such grievance shall be first adjusted between representatives of the Local Union and the Employer. If no agreement can be reached in twenty (20) calendar days, the parties shall proceed to the next step.

3. The grievance shall be referred to a representative of the Employers Home Office, the Iron Worker-Employers Association, the Local Union, and the International Representative of the District Council. If said grievance is not settled within an additional twenty (20) calendar days, either party may, by written notice to the other party, refer said grievance to an impartial Arbitrator mutually selected by Employer and the District Council. If the parties cannot agree upon an Arbiter, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) Arbiters, and the parties shall alternately strike a name from said list until one name remains, who shall be the impartial Arbiter. The Arbiter's decision shall be final and binding upon the parties. The Arbiter shall have no authority to establish wage scales or to add to or subtract from, or modify any of the terms of this Agreement. The Arbiter's decision shall be compensatory only, and not punitive. Each party, the Employer and Local Union, shall bear its own costs in processing a grievance and shall share equally the costs and fee of the impartial Arbiter.

4. The Arbiter's decision may provide retroactive pay not to exceed thirty (30) calendar days from the day of the written filing of the complaint as set in paragraph (A) above.

ARTICLE 18

NO STRIKE - NO LOCKOUT

- A. Strikes and Lockouts. It is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor difference, pending the full utilization of the grievance machinery as set forth in Article 17 or while a jurisdictional dispute is being settled.
- B. Picketing. It shall not be a violation of this Agreement for Iron Workers covered by this Agreement to refuse to cross a primary picket line and perform work in any instance where:
 - 1. The purpose of the picketing is lawful, established by a union on the job and is duly authorized by the Union so picketing and is recognized by the Local Union of Iron Workers and/or the Iron Workers District Council of the Pacific Northwest; and
 - 2. The establishment thereof is not contrary to or in violation of any valid law.

ARTICLE 19

CRAFT TOOLS AND EQUIPMENT REQUIREMENTS

- A. Employees shall furnish their own approved tool belt and all other hand tools common to the trade and required to perform their work. The Employer shall furnish all other tools, and all other special equipment. The employer shall not be responsible for the replacement of tools lost or stolen during working hours.
- B. Tools Storage. The Employer shall furnish a suitable place for keeping Iron Worker employees' tool kits and weather gear and same to be provided with suitable lock for protection during non-working hours. It shall be the responsibility of the Employer for the reimbursement based on actual cost of employee's tools and weather gear lost through fire, flood, theft or damage by contractor's equipment while same are at the jobsite. Employers may require a list of tools and work clothing so stored. Reimbursement for clothing will be understood to mean work clothing and rain gear only. Employees shall be allowed time to store all tools.
- C. The Employer has the right to take any reasonable legal action deemed necessary to control tool and material loss.

ARTICLE 20

SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, the remaining provisions and their application shall not be affected thereby. Provided however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The parties agree to arrive at a mutually satisfactory replacement provision within sixty (60) days unless a definite extension of time is mutually agreed to.

ARTICLE 21

INTERPRETATION OF AGREEMENT

The Union and Management agree to establish a committee to interpret or clarify any differences that may arise from the interpretation of this Agreement. Said committee shall consist of an equal number of Employer and union representatives, including the President of the District Council and the President of the Employers Association or their appointed alternates.

ARTICLE 22

EFFECTIVE DATE AND DURATION

This Agreement supersedes and replaces all prior agreements between The Employers Association and the Iron Workers District Council of the Pacific Northwest and its affiliated local unions (Nos. 14, 29, and 86) within the geographic jurisdiction of the District Council. This Agreement becomes effective July 1, 2008 and shall remain full force until midnight, June 30, 2011.

Either party desiring to terminate, modify, or amend this Agreement must notify the other party in writing at least sixty days, but no more than 90 days prior to the expiration date of this Agreement. If no such notice is given, this Agreement shall remain in full force from year to year.

ARTICLE 23 JURISDICTION OF LOCAL UNIONS

JURISDICTION OF LOCAL 14

This Agreement covers all building, highway and heavy construction work in the Eastern Washington area: Spokane, Pend Orielle, Stevens, Ferry, Okanogan, Douglas, Lincoln, Grant, Adams, Whitman, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin and Northern Idaho (Boundary, Bonner, Kootenai, Shoshone, Benewah, Latah, Clearwater, Nez Perce, Lewis, Adams, Washington and Idaho.) Counties in Montana: Lincoln, Lake, Flathead, Sanders, Mineral, Missoula, Ravalli and Glacier.

JURISDICTION OF LOCAL 29

This Agreement covers all building, highway and heavy construction work in the entire State of Oregon and the following area in the State of Washington: The Counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean.

JURISDICTION OF LOCAL 86

This Agreement covers all building, highway, heavy construction and building construction projects in the following Counties: Pierce, Mason, Lewis, Pacific, Thurston, Grays Harbor, King, Kittitas, Jefferson, Kitsap, Skagit, Whatcom and Yakima Counties. Clallam, Snohomish, Chelan and Island in the State of Washington, and all projects which span the Columbia River from a point where the river leaves Okanogan County to a point where the river enters Benton County.

(PICTURE OF DISTRICT COUNCIL BOUNDARIES)
(HERE)

SIGNATURE PAGE

IRON WORKERS DISTRICT COUNCIL OF THE PACIFIC NORTHWEST and for and on behalf of LOCAL NO. 14, 29, and 86 International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

By: _____
Ron Piksa, Chairman of Negotiating Committee
and President of the Iron Workers District Council of the Pacific Northwest

NORTHWEST IRON WORKERS EMPLOYERS ASSOCIATION, INC.

By: _____
Jack Ilenstine, Chairman of Negotiating Committee
Northwest Iron Workers Employers Association, Inc.

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